

RECORDATION NO. 27046-K FILED

SEP 30 '08 -3 30 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

September 30, 2008

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Schedule No. 4 to Master Car Lease Agreement, dated as of September 2, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Memorandum of Mortgage being filed with the Board under Recordation Number 27046-J.

The names and addresses of the parties to the enclosed document are:

Lessor:	AllCapital Rail Management, LLC 153 East 53rd Street, 55th Floor New York, NY 10022
Lessee:	Lehigh Cement Company 7660 Imperial Way Allentown, Pennsylvania 18195

Anne K. Quinlan, Esq.
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A description of the railroad equipment covered by the enclosed document is:

15 hopper railcars: ALHX 4000-4004, 4006-4009, 4013, 4015-4016, 4026, 4028 and 4029.

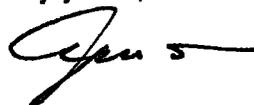
A short summary of the document to appear in the index is:

Schedule No. 4 to Master Car Lease Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a horizontal line extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 27046-K

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SURFACE TRANSPORTATION BOARD

SCHEDULE NO. 04
To
MASTER CAR LEASE AGREEMENT Dated as of March 9th, 2007

Between

AllCapital Rail Management, LLC, as Lessor
And
Lehigh Cement Company, as Lessee

Lease No: L001

The undersigned Lessor and Lessee under the Master Car Lease Agreement described in the caption hereof (the "Lease") hereby acknowledge and agree that the Cars described in this Schedule shall incorporate all provisions of the Lease as applied to the Cars covered hereunder and that the following is a description of such Cars, the Term and Rent for such Cars, and the lading to be used therein. Where the terms herein conflict with the Lease, the provisions of this Schedule shall modify such Lease terms as to the Cars subject hereto. Capitalized terms used in this Schedule without definition shall have the meaning set forth in the Lease.

1. RENT Monthly Rent Charge Per Car: \$ 598.00 commencing on October 1, 2008.

<u>2. QUANTITY:</u>	<u>TYPE OF CAR:</u>	<u>CAR NUMBER(S):</u>
15 (Fifteen)	3,230 Cubic Foot capacity 286,000 lb. GRL capacity PD Hopper Cars	ALHX 4000-4004, 4006-4009, 4013, 4015-4016, 4026, 4028, 4029.

3. LADING:

Lessee will use the Cars only for loading cement and clinker.
Lessee represents that such lading is a non-corrosive, non-placarded commodity.

4. TERM

Commences for each Car on this Schedule on July 1, 2008, and expires for all the Cars covered hereunder on September 30, 2013 ("*Termination Date*"), unless

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earlier terminated pursuant to the terms of the Lease or this Schedule.

5. ESCALATION OF MONTHLY RENT:

a. Any changes in Car design required by the AAR, DOT, FRA or any federal or other governmental authority during the Term of this Schedule will cause the Rent to increase by a monthly rate of \$1.50 per Car for each \$100.00 of Lessor's cost incurred in the course of complying with the foregoing design changes.

b. In the event that a Car travels more than 20,000 miles in any calendar year, Lessee shall pay Lessor \$0.026 per mile for each mile over 20,000 traveled by such Car. Any Cars covered by this Schedule during only a portion of the calendar year shall be so measured on a prorated basis for the calculation of amounts (if any) due Lessor under this subsection. Any amounts due under this section shall be payable on demand.

6. POINT OF DELIVERY AND INSPECTION: The delivery point (the "Delivery Point") and the point of inspection shall be the York Railway at York, PA. Lessee shall pay any delivery freight charges to transport the Cars from the Delivery Point to the Lessee's facilities.

7. EXPIRATION AND POINT OF RETURN:

a. Each Car shall be returned to Lessor clean and free from all debris in the condition required by Section 13 of the Lease and the point of return shall be a location on the lines of CSXT or Norfolk Southern as agreed to between Lessee and Lessor provided, however, that the total cost of (i) transportation upon the termination of this Schedule, (ii) cleaning and (iii) repairs to the pressure differential system shall not exceed two thousand (\$2,000) dollars per car, and further provided that this limitation shall not include the cost of any damage caused by unfair usage as defined in AAR Interchange Rule 95, with normal wear and tear excluded.

b. Upon the expiration or earlier termination of this Schedule, Lessee agrees that the Cars may be stored free of charge at Lessee's facilities for up to thirty (30) days, provided that Lessee shall not be liable for any damage to the Cars during such period unless such damage is caused by Lessee's gross negligence or willful misconduct. In addition, Lessee agrees, if so requested by Lessor, to provide a load off the Lessee's lines to assist the movement of the Cars to another lessee. The parties will schedule such load-off so as to avoid disruption of Lessee's activities.

8. OTHER PROVISIONS

a. Lessor shall, at its expense, mark each Car upon its initial delivery to bear

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Lessor's reporting marks and numbers. Lessee may apply its logo to the Cars at Lessee's expense, provided that the logo complies with the AAR rules and regulations, and provided further that the logo is removed at Lessee's expense at the end of the Lease Term without damage to the Cars.

b. Lessor shall be responsible for maintenance and repair on the Cars, provided that (i) Lessee shall be responsible for the cost of maintenance, repairs and work on the Cars (A) caused by unfair usage as defined in AAR Interchange Rule 95, (B) as provided in Sections 12(b) (i) to (v) inclusive of the Lease, or (C) which was caused by other than ordinary wear, and (ii) valves, gauges, piping, outlet caps, aerator hopper and fabric, safety relief valves, rupture discs and all associated parts, safety appliances, handbrakes and other loading and unloading devices and the maintenance and repair thereof shall be Lessee's sole responsibility. With respect to the Cars, ordinary wear is generally defined as any maintenance, repairs and work required which are not caused by unfair usage as described in AAR Interchange Rule 95. Ordinary wear shall not include (i) corner posts bent in excess of one inch; (ii) floors, side sheets and ends that are excessively bowed, bent or have holes; (iii) any other Car part damaged by loading or unloading.

c. Lessor shall file all property tax reports relating to the Cars and pay all property taxes levied on the Cars during the Term of this Lease

d. Subject to the provisions of Section 7(b) of this Schedule, the provisions of this Schedule shall remain in effect from month to month beyond the Termination Date with respect to the Cars not returned to Lessor in accordance with the terms of the Lease and this Schedule until terminated by either party upon fifteen (15) days prior written notification by one to the other, and all obligations of the Lessee with respect to the Cars remaining on lease hereunder shall continue until all Cars are returned to Lessor in accordance with Section 13 of the Lease.

Notwithstanding the foregoing and subject to the provisions of Section 7(b) of the Schedule, in the event that any Car is not delivered to Lessor as provided in the Lease after the expiration of the Term or renewal term, if any, for such Car, and provided that Lessor has given Lessee prior notice as required in the preceding paragraph, then, at Lessor's option, the Monthly Rent for such Car shall increase to one and one-half times the Monthly Rent set forth in Section 1 of this Schedule. The Lessor shall provide the Lessee written notice of such election at least thirty (30) days prior to the first date on which such increased Monthly Rent shall be payable. All other provisions of the Lease and of this Schedule shall expressly remain the same and in full force and effect until all the Cars remaining on lease hereunder are returned to Lessor in accordance with Section 13 of the Lease.

9. GOVERNING LAW:

Subsections (a) and (b) of Section 19 of the Lease are deleted and replaced with the following language:

“(a) that this Lease shall be governed by and construed in accordance with the laws of Lehigh Cement Company
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the State of New York; and

(b) that the site of any litigation concerning any provision of this Lease will be the appropriate state or federal court, located in the City of New York, State of New York as selected by Lessor from time to time. Lessee hereby (i) consents to the jurisdiction of the state and federal courts therein located and (ii) waives any defense that such jurisdiction is not a convenient forum for litigation of disputes."

10. LETTER AGREEMENT AMENDMENT:

The terms of the letter agreement dated May 18, 2007 between Lessor and Lessee shall apply to and be incorporated into the terms of this Schedule provided that, in addition to the right of Lessor to provide the confidential information referred to in Section 25 of the Lease to any Financing Party to the Credit Agreement, Lessor shall have the right to provide confidential information to any other Financing Party that agrees to keep such information confidential pursuant to a written undertaking of confidentiality, provided that (i) Lessor informs Lessee in writing of the terms of the written undertaking of confidentiality and the nature of the confidential information to be provided prior to providing such confidential information to the Financing Party, (ii) Lessee shall have five (5) business days to object to such transfer of confidential information in which event Lessor and Lessee will consult with each other to resolve Lessee's concerns, and (iii) Lessor hereby agrees to enforce the written undertaking of confidentiality for Lessee's benefit.

11. LOSS VALUE: The "Loss Value" for each Car covered hereunder shall equal 102% of the value thereof calculated in accordance with the Reproduction Table, Rule 107E 2, Office Manual of the Association of American Railroad Interchange Rules.

AGREED this 2nd day of September, 2008

LESSEE:

LESSOR:

Lehigh Cement Company

AllCapital Rail Management, LLC

By: _____
Name:
Title:

By: 
Name: D. P. Hayes
Title: President

Date: _____

Date: 9/2/08

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By: Mulla
Name: GERHARD MULLA
Title: PRESIDENT- LEHIGH WHITE.
Date: July 21/08.

By: _____

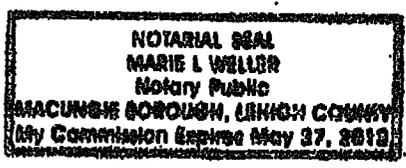
Name:
Title:

Date: _____

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE OF Pennsylvania)
) ss.:
COUNTY OF Lehigh)

On this 21st day of July, 2008, before me appeared Gerhard Milla, the person who signed this instrument, who acknowledged that he is President of Lehigh White (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.



Marie L. Weller
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 2008, before me appeared _____, the person who signed this instrument, who acknowledged that he is _____ of _____ (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 2008, before me appeared _____, the person who signed this instrument, who acknowledged that he is _____ of _____ (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

Notary Public

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 2nd day of September, 2008, before me appeared Desmond Hayes, the person who signed this instrument, who acknowledged that he is President of AllCapital Rail Management, LLC (the "Company"), and that being duly authorized by the Company, he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.



Notary Public

Kristin Elizabeth Therre

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CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 9/30/08



Robert W. Alvord