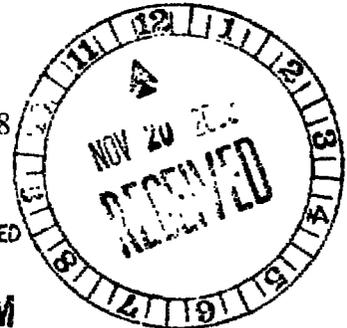


**NATIONAL
RAILWAY EQUIPMENT CO.**



HOME OFFICE 14400 S ROBESY STREET P O BOX 2270 DIXMOOR, ILLINOIS 60426
TELEPHONE (708) 388-6002 FAX (708) 388-2487

November 13, 2008



Hon. Vernon A. Williams
Secretary
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

RECORDATION NO 27734 FILED

NOV 20 08

2-50 PM

SURFACE TRANSPORTATION BOARD

Attn: Equipment Recordation

To Whom It May Concern:

I have enclosed for recordation, pursuant to the provisions of 49 U.S.C. 11301, an original and one counterpart of the locomotive lease agreement, as well as a memorandum of lease agreement and a schedule, all of which is dated April 15, 2005. a primary document under the Board's recordation regulations.

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

Lessor: National Railway Equipment Co.
14400 S. Robey St.
Dixmoor, IL 60426

Lessee: Boltons Crown Quality Elevators
1900 Chet Bolton Place
Vernon, TX 76384

A description of the equipment covered by the Lease Agreement is as follows:

Two EMD GP-7/9 Road Switcher Locomotives, bearing road # NREX 113 and NREX 118
One EMD GP-10 Road Switcher Locomotive, bearing road # NREX 1005

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

"Locomotive Lease Agreement"

Also enclosed are two checks in the amounts of \$35.00 and \$6.00 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Please date-stamp and return an original copy after recordation to:

Amanda L. Harding
National Railway Equipment Co.
14400 South Robey Street
P.O. Box 2270
Dixmoor, IL 60426

Sincerely Yours,

NATIONAL RAILWAY EQUIPMENT CO.

By: 
Amanda L. Harding

LOCOMOTIVE LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS LOCOMOTIVE LEASE AGREEMENT ("Lease"), entered into as of this 15th day of April 2005, between the National Railway Equipment Co., an Illinois corporation, ("LESSOR"), and Boltions Crown Quality Elevators, ("LESSEE")., a Texas Corporation.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. LEASE AND LEASED PROPERTY

Lessee hereby leases from Lessor, the locomotives, ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

2. TERM

The term of this Lease for each locomotive shall be the fixed term set forth in Schedule "A", commencing on the date such locomotive is accepted by Lessee ("Commencement Date"). The term chosen by the Lessee is a five year term and the Commencement Date for each locomotive shall be separate for each locomotive and will be on the date each locomotive is delivered

3. RENTAL

A. The rental payable shall be the sum identified in Schedule "A" payable in advance monthly installments, with one month of advance rent payable upon purchase order receipt date and, in addition, one month of advance payment to be held as a security deposit. Lessee shall operate such locomotives in service on its railroad. If the Commencement Date for any locomotive does not fall on the first day of the month, the first rental payment shall be prorated accordingly.

B. Payments past due for more than five (5) days shall bear interest at the rate of twelve percent (12%) per annum.

C. All rentals shall be paid to Lessor at:

National Railway Equipment Co.
1473 Paysphere Circle
Chicago, IL 60674

or at such other address as Lessor may direct in writing.

4. TAXES

Lessee shall pay all use, excise, ad valorem, stamp, documentary and similar taxes on or relating to this lease of the locomotive, or the use, registration, rental, maintenance, possession or operation thereof, and shall file any returns required therefore, and shall hold Lessor harmless against any liability and expense (including attorney fees and costs) on account of Lessee's failure to do the same.

5. OWNERSHIP AND LESSOR'S INSPECTION

A. The locomotives shall at all times remain the sole and exclusive property of the Lessor until such time as the final payment and any other amounts due to Lessor has been received by Lessor.

B. Upon reasonable notice to Lessee, Lessor or its agents shall have free access to the locomotives at reasonable times for the purpose of inspections.

C. No accessions, additions, alterations or improvements to the locomotives of any nature shall be made without Lessor's consent, but if any are made, they immediately shall become part of the locomotives and shall become Lessor's property. Lessor has provided consent to the Lessee to allow painting of the Locomotives with appropriate decals consistent with the name of the Lessee's business.

D. Lessee shall keep the locomotives, at all times, free and clear from all claims, liens and encumbrances, other than those created by Lessor.

E. This Lease is not intended to be a true lease of the locomotives and shall be construed as creating a sale of the locomotives to Lessee.

6. DELIVERY/RETURN

Lessee shall accept delivery of the locomotives at Lessor's staging facilities at the West Texas & Lubbock Railroad and the Kiamichi Railroad. In the event of default, as set forth in Articles 12 and 13, Lessee shall return such locomotives to Lessor at its Dixmoor, Illinois remanufacturing facility- in good order and condition, reasonable wear and tear excepted. Lessee shall bear freight return costs. Lessee shall pay or reimburse Lessor for any reasonable and ordinary expenses incurred by Lessor in returning the locomotives to good order and condition, in delivering the locomotives to Lessor or effecting return of the locomotive from Lessee as provided herein.

7. LESSEE'S INSPECTION/WARRANTY DISCLAIMER

A. i. Lessee hereby acknowledges that Lessee has had or will have the opportunity to inspect the locomotives prior to accepting delivery of same, and that acceptance of delivery of the locomotives by Lessee constitutes acknowledgement that they have been received in good condition and repair.

ii. Lessor shall not be responsible for any repairs or maintenance of the locomotives during the term of this Lease.

B. Delivery to and acceptance of the locomotives by, and execution of a Schedule with respect thereto by Lessee shall constitute Lessee's acknowledgment that the locomotives are of the manufacture, design and utility, quality and capacity selected by the Lessee, that Lessee is satisfied that the same is suitable for Lessee's purpose and that, **LESSOR MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LOCOMOTIVES**, and Lessor hereby disclaims all such representation and warranties. **LESSOR SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.**

8. USE AND MAINTENANCE

Lessee agrees that:

A. Lessee shall be responsible and pay for all registrations, certificates, and permits, and all other similar requirements of governmental authorities, whether required to be obtained in the name of the Lessor or Lessee.

B. The locomotives shall be used and operated only by properly qualified, trained and registered personnel authorized by Lessee.

C. Lessee shall comply with all federal, state, municipal and local laws, ordinances, and rules, and regulations relating to the lease, possession, insuring, use and operation of the locomotives.

D. Lessee shall be solely responsible for the payment of any and all fines, penalties or forfeitures (including without limitation the confiscation of the locomotives) levied upon or arising out of the use, operation, maintenance or insuring of the locomotives in violation of any law, ordinance, rule or *regulation of any governmental authority*.

E. Lessee shall pay all costs, expenses and charges incurred in connection with the maintenance, lease, use and operation of the locomotives.

F. Lessee shall maintain the locomotives in good mechanical condition and running order and in compliance with OEM specifications and safety rules and regulations now or hereafter promulgated by applicable governmental authorities.

G. Lessee shall keep and maintain any and all books and records and make any filings required by any governmental authority with respect to the possession, lease, use or operation of the locomotives.

9. INSURANCE/INDEMNIFICATION

A. Railroad liability insurance providing coverage in an amount not less than five million (\$4,000,000.00) dollars combined single limit per occurrence shall be provided by Lessee at Lessee's sole expense throughout the term of this Lease as to each locomotive. The insurance policy or policies providing the foregoing coverage shall:

- i. be written by an insurance company or companies satisfactory to Lessor and authorized to transact business in all of the states in which the locomotives will be used and operated.
- ii. name Lessor and Lessee as insured parties.
- iii. protect the interests of Lessor and Lessee, including Lessee's authorized operators, with respect to liability for injuries to or the death of third party persons and damage to or loss of use of property of third persons resulting from the ownership, maintenance, use or operation of the locomotives.

- iv. provide by endorsement or otherwise that the coverage shall be primary coverage as to Lessor.
- v. provide that the insurance company or companies issuing such policy or policies shall notify Lessor of any cancellation thereof at least thirty (30) days prior thereto.

B. Lessee, at Lessee's sole expense, shall provide collision and comprehensive physical damage insurance on each locomotive. The insurance policy or policies providing the foregoing coverages shall:

- i. be written in standard form by an insurance company acceptable to Lessor.
- ii. provide coverage in an amount not less than the replacement value of the locomotives.
- iii. provide for losses to be payable to Lessor and Lessee as their respective interests may appear.

C. Lessee shall furnish Lessor with a certificate(s) of insurance or other evidence of said insurance coverage.

D. Notwithstanding that Lessee shall provide certain insurance hereunder and irrespective of any responsibility for negligence Lessee does hereby agree to defend, indemnify, protect and hold harmless Lessor and any assignees or successors of Lessor, and their respective employees and agents, from and against any and all losses, liabilities (including without limitation strict liability imposed by law), damages, injuries, claims, demands and expenses (including legal expenses) of whatsoever kind and nature, resulting from or arising out of the use, condition, operation or ownership of any locomotive. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this lease or the termination of the lease of any locomotive.

E. Lessee assumes and agrees to indemnify, protect and hold free and harmless Lessor, any assignee or successor of Lessor, and their respective employees or agents, irrespective of any responsibility for negligence from any loss, damage, theft or destruction of any locomotive. In the event of damage to a Locomotive, Lessee shall immediately place the same in good repair (ordinary wear and tear excepted). If Lessor, in the exercise of its reasonable judgment, determines that any item of Equipment is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of a Locomotive, Lessee shall (at Lessee's option provided Lessee is not then in default under the Lease) (i) replace such locomotive with substantially similar equipment of equal or greater value and in good repair and transfer title thereto to Lessor free and clear of any and all liens, claims and encumbrances of any kind or nature whatsoever, or (ii) pay Lessor in cash the sum of (a) any installments of rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the Replacement Value of such Locomotive determined in accordance with Schedule A. Upon payment of such amount to Lessor, such item shall become the property of the Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer.



F. If Lessee shall fail to obtain or maintain the insurance coverage required in this lease, or shall fail to furnish Lessor with evidence thereof, Lessor at its option, may obtain such required insurance coverage on behalf of Lessee and Lessee's expense.

10. ASSIGNMENT. THIS LEASE HAS BEEN COLLATERALLY ASSIGNED BY LESSOR TO LASALLE BANK NATIONAL ASSOCIATION (the "Bank"). Lessee expressly agrees that Lessor shall remain liable under this Lease to perform all of the conditions and obligations provided herein to be observed and performed by it, and neither the collateral assignment of this Lease to Bank by Lessor nor any action taken pursuant to such assignment shall cause Bank to be under any obligation or liability in any respect to any party to this Lease, including, without limitation, Lessee, for the performance or observance of any of the representations, warranties, conditions, covenants, agreements or other terms of this Lease. Notwithstanding any provision to the contrary herein, this Lease may not be amended or modified without the prior written consent of the Bank. Lessee will not sell, assign, sublet or otherwise encumber or permit a lien arising through Lessee to exist on or against any interest in this Lease or the Locomotives.

11. FINANCIAL DATA

Upon the written request of Lessor, Lessee shall furnish to Lessor, when reasonably available, copies of Lessee's financial statements and such other reports and statements concerning this Lease and the locomotives as Lessor reasonably may request.

12. MANDATORY PURCHASE OPTION

So long as no Event of Default shall have occurred and be continuing, the Lessee shall purchase the locomotives on/or before the lease termination date in the amount as shown in Schedule A (defined as the mandatory buyout price). The funding for this purchase amount shall be transferred electronically to the account of the Lessor as defined in Article 3. Section 3 above on/or before the lease termination date. In the event of an early buyout by the Lessee, the purchase buyout amount will be determined by the Lessor and advised to the Lessee based upon: a) the replacement locomotive value as defined in Schedule A; b) a fixed implied interest rate and; c) the number of payments successfully executed by the Lessee at the time of the requested early buyout. There shall not be special administrative charges for an early buyout and/or pre-payment interest rate penalties associated with the early buyout option. If, however, Lessee fails to successfully transfer the purchase buyout funds to the Lessor on/or before the termination date of the Agreement, Lessee shall be in default of the Agreement.

13. DEFAULT

A. Lessee shall be in default under this Lease upon the happening of any of the following events or conditions ("Event of Default"):

- i. Default in the payment when due of any installment of rental hereunder or of any Other obligation for the payment of money now or hereafter owned by Lessee to Lessor.
- ii. Default in the timely performance of any other liability, obligation, covenant or agreement hereunder of Lessee.

14. REMEDIES UPON DEFAULT

A. Upon the occurrence of any Event of Default or at any time hereafter, Lessor, in its sole discretion, may take any one or more of the following actions with respect to the locomotives:

- i. Declare all unpaid amounts of rental to be immediately due and payable.
- ii. Terminate the lease of any or all locomotives by written notice to Lessee.
- iii. Whether or not the lease is terminated, take possession of any or all locomotives wherever found, and for this purpose Lessor may at Lessor's option enter upon the premises where such locomotives are located and take immediate possession of and remove the same, all without liability to Lessee for damage to property or otherwise.
- iv. Require that Lessee shall, upon written demand by Lessor and at Lessee's expense, promptly make available to Lessor at Lessee's expense, any or all Equipment at places designated by Lessor, which is reasonably convenient to both parties.
- v. *Use, hold, sell, lease or otherwise dispose of any or all such locomotives as Lessor in its sole discretion may decide, without affecting the obligations of Lessee as provided in this Lease.*
- vi. Sell or lease any or all locomotives, at public or private sales or proceedings, at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by applicable law, any notice in writing of any such sale or Lease by Lessor to Lessee not less than five (5) days prior to the date thereof shall constitute reasonable notice to Lessee.
- vii. Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof or to rescind the lease hereunder of any or all locomotives.
- viii. Exercise any and all rights and remedies available to Lessor under any applicable law. In addition, Lessee shall be charged with and shall pay to Lessor all reasonable costs and expenses of Lessor incurred as a result of each Event of Default by Lessee.

B. None of the rights and remedies under or referred to in this paragraph 14 is intended to be exclusive, but each such right or remedy shall as to each locomotive be cumulative and may be availed of separately or concurrently with or in addition to any other right or remedy provided or referred to herein or otherwise available to Lessor at law or in equity. Any repossession or subsequent sale or lease by Lessor of any locomotive shall not bar an action against lessee for a deficiency. To the extent permitted by applicable law, **LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF EQUIPMENT BY LESSOR AS A RESULT OF ANY EVENT OF DEFAULT HEREUNDER BY LESSEE.**

C. Without limitation of any rights of Lessor otherwise existing or otherwise available to Lessor, it is expressly covenanted and agreed by the parties hereto that in the event of any assignment by operation of law of this Lease or of any lease hereunder, or of a bankruptcy of Lessee within the meaning of the Federal Bankruptcy Act, then Lessor may, at Lessor's election, terminate this Lease or any one or more leases hereunder.

15. RECORDATION OF LESSOR'S INTEREST

Lessee agrees to execute all recording documents requested by Lessor to show Lessor's interest in the locomotive. Lessee further authorizes Lessor to execute and file financial statements or other documents evidencing Lessor's interest in the locomotives without Lessee's signature.

16. MISCELLANEOUS

A. This Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Additionally, the parties agree that any indication and dispute between the parties shall be in Illinois. Schedule "A" provides a copy of the general description of the Locomotive Unit, Marks and Numbers. The parties have agreed that two of the three units listed will be provided contemporaneously to the Lessee on or before May 1, 2005. Rates and values shall be calculated based upon the unit, number and type and the general description is set out herein.

B. Neither this Lease nor any schedule shall be amended, and no provision hereof or of any Schedule shall be waived or varied unless by a writing signed by the parties.

C. No delay or omission by Lessor in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver by Lessor of any Event of Default by Lessee shall not be construed as a waiver of any future occasion.

D. In case any provision (or portions thereof) in this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

If to Lessor: National Railway Equipment Co.
P.O. Box 2270
Dixmoor, Illinois 61282
If Lessee: Boltens Crown Quality Elevators
1900 Chet Bolton Place
Vernon, Texas 76384

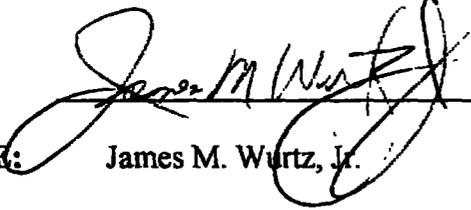
WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

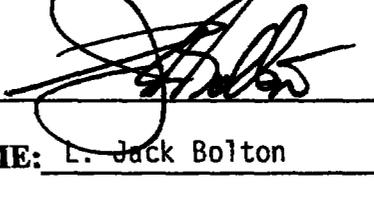
LESSOR:

LESSEE:

NATIONAL RAILWAY EQUIPMENT CO.

BOLTON'S CROWN QUALITY ELEVATORS

BY: 

BY: 

NAME: James M. Wurtz, Jr.

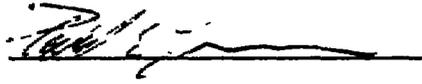
NAME: L. Jack Bolton

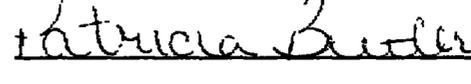
TITLE: Vice President

TITLE: Chairman of the Board/Owner

ATTEST: Robert E. Loewer, Jr.

ATTEST: Patricia Butler

BY: 

BY: 

TITLE: Director of Finance

TITLE: _____

(Corporate Seal)

(Corporate Seal)



SCHEDULE "A"

Attached to and incorporated into the Lease dated the 15th day of April, 2005 by and between the National Railway Equipment Co. (LESSOR) and Boltions Crown Quality Elevators (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers (Lessee is acquiring two of three locomotives listed below, Lessee's election which locomotives shall be made by the date of May 15th, 2005):

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 113	EMD	GP-7/9 Road Switcher Locomotive
NREX 118	EMD	GP-7/9 Road Switcher Locomotive
NREX 1005	EMD	GP-10 Road Switcher Locomotive

LEASE TERM

5 Years
5 Years
Storage

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 15, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and BOLTONS CROWN QUALITY ELEVATORS ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of April 15, 2005, (together with all of the riders, schedules and other Attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

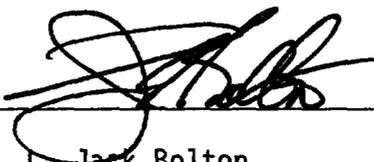
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting on an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

LESSEE:

BOLTONS CROWN QUALITY ELEVATORS

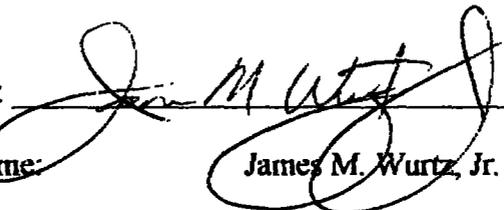
By:  _____

Name: L. Jack Bolton

Title: Chairman of the Board/Owner

LESSOR:

NATIONAL RAILWAY EQUIPMENT CO.

By:  _____

Name: James M. Wurtz, Jr.

Title: Vice President



