

Bailes, Craig & Yon, PLLC

Attorneys At Law

401 10th Street, Suite 500
Post Office Box 1926
Huntington, West Virginia 25720 1926
Telephone 304.697.4700
Facsimile 304.697.4714
www.bcyn.com

James R. Bailes
Thomas L. Craig
Daniel T. Yon^{1,2}
Rebecca C. Brown²
Molly K. Frick¹

¹Also Admitted in Ohio
²Also Admitted in Kentucky
³Also Admitted in North Carolina

RECORDATION NO. 27773 FILED

DEC 29 '08

11-30 AM

SURFACE TRANSPORTATION BOARD

Rodd A. Biddle¹
David D. Amisbary³
Melissa Eakle Leasure
Ryan S. Marsteller, Of Counsel^{4,5}

⁴Also Admitted in Alabama
⁵Also Admitted in Florida



December 4, 2008

Ms. Anne K. Quinlan, Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024

Dear Secretary Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) please find one original and one copy of a Security Agreement, dated as of November 4, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Primary: Security Agreement

Debtor: Rail Connection, Inc.
P.O. Box 800
Eleanor, West Virginia 25070

Secured Party: The Poca Valley Bank
Winfield Branch
P.O. Box 56
7033 Charleston Road
Walton, West Virginia 25286

A description of the railroad equipment covered by the documents is 20 two pocket, 2700 cubic capacity steel covered hopper railcars within the series APPX 8000 to APPX 8019 and 20 open top, 4,240 cubic capacity single tub gondola railcars WAMX 3, 22, 40, 51, 73, 106, 111, 137, 143, 154, 172, 180, 203, 210, 216, 221, 242, 243, 247 and 250 as more

Ms. Anne K. Quinlan, Acting Secretary
Surface Transportation Board
December 4, 2008
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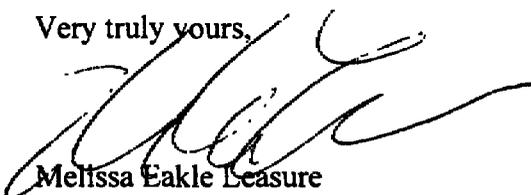
particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is Security Agreement.

Also enclosed is a check payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned in the enclosed self-addressed stamped envelope.

Very truly yours,



Melissa Eakle Leasure

MEL:jam
Enclosures

SURFACE TRANSPORTATION BOARD
SECURITY AGREEMENT

This Security Agreement (hereinafter referred to as "Agreement"), made and entered into as of this 21st day of November, 2008, between RAIL CONNECTION, INC., a West Virginia corporation (hereinafter referred to as "Company"), and POCA VALLEY BANK, a West Virginia banking corporation (hereinafter referred to as "Bank").

WHEREAS, pursuant to the terms of that certain Loan Agreement of even date herewith between Company and Bank (hereinafter referred to as "Loan Agreement"). Bank has agreed to make a loan to Company in the total principal amount of Seven Hundred Thousand Dollars (\$700,000.00), to be secured, *inter alia*, by a first lien security interest in certain of the Company's assets; and,

WHEREAS, in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Security Interest.

(a) To secure the payment as and when due of all Obligations (as such term is defined in the Loan Agreement, Company hereby grants to Bank all of Company's right, title and interest in the twenty (20) two (2) pocket, 2,700 cubic capacity, steel covered hopper railcars and twenty (20) open top, 4,240 cubic capacity, single tub gondola railcars more particularly defined and described in the Schedule of Railcars attached

hereto and incorporated herein as Exhibit A (hereinafter referred to as the "Railcars"), as such Schedule of Railcars may be amended from time to time, and grants Bank a first priority security interest in (i) the Railcars; (ii) Company's interest in accessions, accessories, equipment, appurtenances, and replacement and added parts appertaining or attached to any of the Railcars owned or hereafter acquired, and all substitutions, renewals or replacement of and additions, improvements, accessions and accumulations to any of the Railcars, together with all the rents, issues, income, profits, proceeds and avails therefrom and proceeds thereof; (iii) all proceeds and all present and future evidences of rights to payment (including, without limitation, insurance and indemnity payments) due or to become due to Company on account of the lease, sale, loss or other disposition of the Railcars; and, (iv) all of the Company's presently owned and after-acquired chattel paper, accounts, general intangibles, inventory, furniture, fixtures and equipment and all accessions, additions, replacements and substitutions relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds); including, but not limited to, those items as more fully described and defined in Exhibit A attached hereto. Items (i) through (iv) above being sometimes collectively referred to as the "Collateral," to have and to hold all and every part of the Collateral unto Bank, its successors and assigns, for its and their own use and benefit forever.

(b) Company agrees to prepare and deliver to Bank on the Closing Date (as defined in the Loan Agreement), or to the extent permissible, authorizes Bank to prepare and file this Security Agreement or a Memorandum of Security Agreement with the Surface Transportation Board pursuant to 49 U.S.C. §11301. Company authorizes Bank to file financing statements and continuation statements, with or without the signature of the

Company. in all jurisdictions necessary to create, perfect, and continue the security interest created by this Security Agreement. Company will sign and execute alone or with Bank any financing statements, amendments or other documents, procure any documents and pay all costs necessary to maintain, defend and protect the security interests arising under this Security Agreement against the rights or interests of any third party. Company will pay all fees and costs associated with the filing of such documents and statements.

(c) Company will cause each Railcar to be kept and numbered with the identifying numbers set forth in the Schedule of Railcars attached hereto as Exhibit A and all other markings and stenciling required by the Interchange Rules and the Codes of Car Hire and Car Service Rules of the Association of American Railroads, as the same may be amended from time to time. Company shall promptly replace any such words or numbers which may be removed, defaced or destroyed. Company will not change, or permit to be changed, the numbers of any Railcar, except in accordance with a statement of new numbers to be submitted therefore which previously shall have been filed, recorded or deposited by Company with Bank and in all public offices where this Security Agreement or Memorandum of Security Agreement has been filed, recorded or deposited.

2. Representations, Warranties and Covenants of Company. Company hereby represents, warrants and covenants as follows:

(a) the address appearing with Company's signature below is the address of Company's principal business office.

(b) Company will give Bank thirty (30) days' prior written notice of any change in Company's principal office or records regarding the Collateral.

(c) Except for the Lease, Company will not, without the prior written consent of Bank, move, sell, lease, permit any encumbrance on or otherwise dispose of the Collateral. Company represents and warrants that Company is the sole owner of the Collateral, free and clear of all liens, claims, and encumbrances and Company will defend the Collateral on the Bank's interest therein against all adverse claims and demands.

(d) Company agrees to pay to Bank on demand all expenses, including reasonable attorney fees and expenses, incurred by Bank in protecting or enforcing its rights in the Collateral or otherwise under this Agreement.

(e) Company shall deliver to Bank all items of Collateral of which possession by Bank is necessary to perfect its security interest therein.

(f) Company hereby agrees to faithfully preserve and protect Bank's security interest in the Collateral at all times, and further agrees to execute and deliver, from time to time, any and all further, or other, financing statements, documents and instruments and perform or refrain from performing such acts, as Bank may reasonably request to effect the purposes of this Agreement and to secure to Bank the benefits of all the rights, authorities and remedies conferred upon Bank by the terms of this Agreement. Company shall permit, or cause to be permitted, at Company's expense, representatives of Bank to inspect and make copies of the books and records of Company relating to the Collateral at any reasonable time or times upon prior notice.

3. Defaults. The occurrence of any of the following events shall constitute a default hereunder:

(a) Failure of Company to make any payment when due on the indebtedness or any other indebtedness or obligation now or hereafter owing to Bank.

(b) Failure of Company to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, the Note, the Commercial Guaranty or any of the other Related Documents or failure of Company to comply with or to perform any term, obligation, covenant or condition contained in any other agreement now existing or hereafter arising between Bank and Company.

(c) If the Company: (1) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (2) generally is not paying its debts as such debts become due; (3) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (4) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively referred to as "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors

now or hereafter existing is requested or consented to by such party; (5) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (6) fails to pay within thirty (30) days any final money judgment against such party.

An Event of Default shall occur and be continuing beyond any applicable grace period as defined in the Loan Agreement or under this Agreement or any of the other Loan Documents (as defined in the Loan Agreement).

4. Remedies.

(a) Upon the occurrence of a default under this Agreement, Bank may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, including without limitation the right to take possession and sell, lease or otherwise dispose of the Collateral. If reasonable notice of any disposition of Collateral or other enforcement is required, such requirement will be met if such notice is mailed, postage pre-paid, to the address of Company shown below Company's signature on this Agreement at least ten (10) days prior to the time of disposition or other enforcement. Company agrees that upon demand by Bank after default, Company will promptly assemble the Collateral and make the Collateral available to Bank at a place convenient to Bank.

(b) Company agrees that all of the Collateral and all of the other security which may be granted to Bank in connection with the obligations secured hereby constitute equal security for all of the obligations secured hereby, and agrees that Bank shall be entitled to sell, retain or otherwise deal with any or all of the Collateral, in any order or

simultaneously as Bank shall determine in its sole and absolute discretion, free of any requirement for the marshaling of assets or other restriction upon Bank in dealing with the Collateral or such other security.

(c) Upon the occurrence of any default under this Agreement, Company hereby irrevocably constitutes and appoints Bank (and any employee or agent of Bank) as Company's true and lawful attorney-in-fact with full power of substitution, in Bank's name or Company's name or otherwise for Bank's sole use and benefit, at Company's cost and expense, to exercise the following powers with respect to the Collateral:

(1) To demand, sue for collection, receive, and give acquittance for any and all monies due or owing with respect to the Collateral;

(2) To receive, take, endorse Company's name on, assign and deliver any checks, notes, drafts, documents or other instruments taken or received by Bank in connection with the Collateral;

(3) To settle, compromise, prosecute, or defend any action or proceeding with respect to the Collateral;

(4) To sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds thereof, as fully as if Bank were the absolute owner thereof;

(5) To sign Company's name to and file this Security Agreement or such other documents and instruments as Bank deems necessary or desirable with the Surface Transportation Board or such other agencies as Bank may deem appropriate;

(6) To take any and all action that Bank deems necessary or proper to preserve its interest in the Collateral, including without limitation, the payment of debts of Company that might impair the Collateral or Bank's security interest therein, the purchase of insurance on the Collateral, the

repair or safeguard of the Collateral, or the payment of taxes thereon; and,

(7) To notify any lessee of any Collateral of Bank's security interest in the Collateral and to instruct them to make payment directly to Bank.

(d) Company agrees that the powers of attorney granted herein are coupled with an interest and shall be irrevocable until full, final and irrevocable payment and performance of the indebtedness secured hereby; and that neither Bank nor any officer, director, employee or agent of Bank shall be liable for any act or omission, or for any mistake or error of judgment, in connection with any such powers;

(e) Notwithstanding the foregoing, Bank shall be under no duty to exercise any such powers, or to collect any amount due on the Collateral, to realize on the Collateral, to keep the Collateral, to make any presentment, demand or notice of protest in connection with the Collateral, or to perform any other act relating to the enforcement, collection or protection of the Collateral;

(f) This Agreement shall not prejudice the right of Bank at its option to enforce the collection of any indebtedness secured hereby or any other instrument executed in connection with this transaction, by suit or in any other lawful manner. No right or remedy is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative to every other right or remedy herein or conferred in any other agreement or document for the benefit of Bank, or now or hereafter existing at law or in equity.

5. Miscellaneous.

(a) This agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

(b) This Agreement shall inure to the benefit of Bank, its successors and assigns and to any other holder who derives from Bank title to or an interest in the indebtedness which this Agreement secures, and shall be binding upon Company, its successors and assigns.

(c) If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been included.

(d) all notices pursuant to this Security Agreement shall be in writing and shall be directed to the addresses set forth below or such other address as may be specified in writing, by certified or registered mail, return-receipt requested by the party to which or whom notices are to be given. Notices shall be deemed to be given three (3) days after mailing by depositing it in any United States post office station or mailbox in a post-paid envelope.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

RAIL CONNECTION, INC., a West Virginia
corporation

By: *Anna Stuzin Belknap*
Its: President

P.O. Box 800
Eleanor, WV 25070
TIN: 35-2163995

POCA VALLEY BANK, a West Virginia
banking corporation

By: *Michael S. John*
Its: VICE PRESIDENT

3500 Winfield Road
Winfield, WV 25213

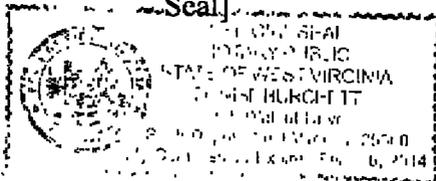
STATE OF WEST VIRGINIA,

COUNTY OF PUTNAM, TO-WIT:

On this 21 day of November, 2008 before me personally appeared Trina L Higginbotham, who being by me duly sworn, says that he/she is the President of Rail Connection, Inc.. that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that he/she acknowledges that the execution of the foregoing instrument was the free act and deed of the corporation. He/she further declared under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

My commission expires: 16 Feb 2014.

[Notarial
Seal]



Denise Burchett
Notary Public

STATE OF WEST VIRGINIA.

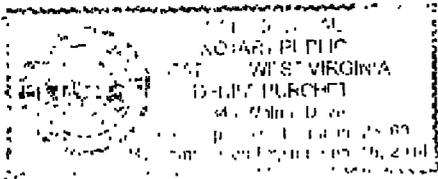
COUNTY OF PUTNAM, TO-WIT:

On this 21st day of November, 2008 before me personally appeared Michael B. Nolan, who being by me duly sworn, says that he/she is the Vice President of Poca Valley Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that he/she acknowledges that the execution of the foregoing instrument was the free act and deed of the corporation. He/she further declared under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

My commission expires: 16 February 2014.

[Notarial
Seal]

Dennis Burchett
Notary Public



**EXHIBIT A
SCHEDULE OF RAILCARS**

Twenty (20) steel covered hopper railcars, identified as follows

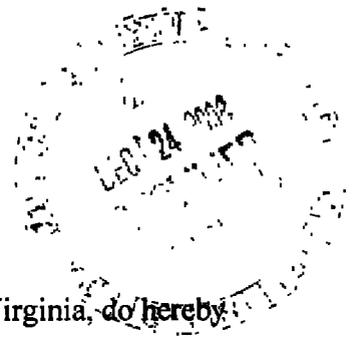
Sequential Number	Car Initial	Car Number
1	APPX	8000
2	APPX	8001
3	APPX	8002
4	APPX	8003
5	APPX	8004
6	APPX	8005
7	APPX	8006
8	APPX	8007
9	APPX	8008
10	APPX	8009
11	APPX	8010
12	APPX	8011
13	APPX	8012
14	APPX	8013
15	APPX	8014
16	APPX	8015
17	APPX	8016
18	APPX	8017
19	APPX	8018
20	APPX	8019

Twenty (20) open top single tub gondola railcars, identified as follows

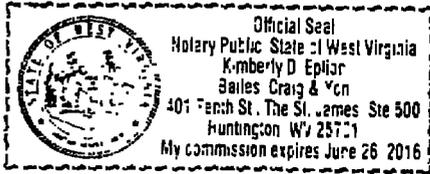
Sequential Number	Car Initial	Car Number
21	WAMY	3
22	WAMX	22
23	WAMX	40
24	WAMX	51
25	WAMX	73
26	WAMX	106
27	WAMX	111
28	WAMY	137
29	WAMX	143
30	WAMX	154
31	WAMX	172
32	WAMY	180
33	WAMX	203

34	W 4MX	210
35	W 4MX	216
36	W 4MX	221
37	W 4MX	242
38	W 4MX	243
39	W 4MX	247
40	W 4MX	250

CERTIFICATE



I, Kimberly D. Eplion, a notary public for the State of West Virginia, do hereby certify that on the 3rd day of December, 2008, I examined the copy of the Security Agreement and compared the same to the original document attached hereto and declare that the copy is complete and identical in all respects to the original document.



Kimberly D. Eplion

Notary Public

My commission expires June 26, 2016

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

SURFACE TRANSPORTATION BOARD

A NAME & PHONE OF CONTACT AT FILER [optional]

B SEND ACKNOWLEDGMENT TO (Name and Address)

The Poca Valley Bank
PO Box 56
Walton, WV 25286

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME
RAIL CONNECTION INC

OR 1b INDIVIDUAL'S LAST NAME

1c MAILING ADDRESS
PO BOX 800

CITY
ELEANOR

STATE
WV

POSTAL CODE
25070

COUNTRY
USA

1d SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e TYPE OF ORGANIZATION
Corporation

1f JURISDICTION OF ORGANIZATION
WV

1g ORGANIZATIONAL ID #, if any
35-2163995

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

2c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME
The Poca Valley Bank

OR 3b INDIVIDUAL'S LAST NAME

3c MAILING ADDRESS
PO Box 56, 7033 Charleston Road

CITY
Walton

STATE
WV

POSTAL CODE
25286

COUNTRY
USA

4 This FINANCING STATEMENT covers the following collateral:

EXHIBIT "A": whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

5 ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6 This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8 OPTIONAL FILER REFERENCE DATA