

**NATIONAL  
RAILWAY EQUIPMENT CO.**



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

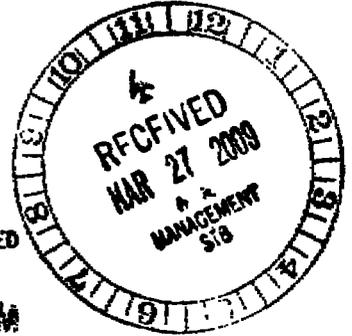
March 24, 2009

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

RECORDATION NO. 22702-A FILED

MAR 27 2009

2-17 PM



SURFACE TRANSPORTATION BOARD

Attn: 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 copy of the document described below, a Termination and Release of Security Interest and Liens dated March 13, 2009, a secondary document under the Board's rules.

This document is a Termination and Release of Security Interest and Liens. The primary document to which this document is connected, a Security Agreement dated January 6, 2000, was recorded January 11, 2000, under Recordation Number 22702.

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

Secured Party: United States of America  
acting through the Rural Business-  
Cooperative Service  
3727 Government Street  
Alexandria, LA 71302

Debtor: Delta Southern Railroad, Inc.  
P.O. Box 1709  
Tallulah, LA 71282

A full description of the railroad equipment covered by the enclosed Security Agreement is provided in Attachment A, which is attached hereto.

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

“Termination and Release of Security Interest and Liens”

Also enclosed is a check in the amount of \$41.00 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,

NATIONAL RAILWAY EQUIPMENT CO.

By: *Amanda L. Harding*  
Amanda L. Harding

**TERMINATION AND RELEASE OF SECURITY INTEREST AND LIENS**

**WHEREAS**, the UNITED STATES OF AMERICA acting through the RURAL BUSINESS-COOPERATIVE SERVICE ("RBS"), whose mailing address is 3727 Government Street, Alexandria, Louisiana 71302 and DELTA SOUTHERN RAILROAD, INC. ("Delta") a Louisiana corporation, were parties to a credit agreement dated January 6, 2000, as the same may be amended, modified, supplemented or restated from time to time, or any other credit agreements or loan agreements or promissory notes between the parties, (the "Credit Agreement") pursuant to which RBS has agreed to make loans for the account of Delta;

**WHEREAS**, the obligations of Delta under the Credit Agreement have been secured pursuant to, among other things, that certain Security Agreement dated as of January 6, 2000, executed by Delta for the benefit of RBS, recorded at the Surface Transportation Board ("STB") on January 11, 2000, under recordation number 22702 (the "Security Agreement");

**WHEREAS**, Delta has owned or owns certain Machinery, Equipment, Vehicles, Furniture, Fixtures, and Railroad Track (including all rail, cross ties, and other material associated with the railroad track) as listed on Attachment A attached hereto ("Collateral") and wants the title of the Collateral to be free and clear.

**WHEREAS**, Delta has requested that RBS release its lien in connection with the Collateral and RBS has agreed to release the lien.

**WHEREAS**, RBS has agreed to release its lien in connection with the Collateral and desires to execute this Release to evidence for the public record the satisfaction and release of all the rights and obligations of RBS under the Credit Agreement and Security Agreement with respect to the Collateral and hereby authorizes the recording of this instrument with the STB.

**NOW, THEREFORE**, for value received, RBS hereby remises, releases, and conveys, without recourse or warranty of any kind, all right, title, claim or interest whatsoever RBS has or may have had in the Collateral listed on Attachment A.

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SURFACE TRANSPORTATION BOARD

IN WITNESS, WHEREOF, RBS has executed or caused this Release to be executed as of this 13<sup>th</sup> day of March, 2009.

**RURAL BUSINESS-COOPERATIVE SERVICE**

By: Karen G. Nardini  
Name: KAREN G. NARDINI  
Title: Acting State Director

STATE OF LOUISIANA    )  
                                  )    ss.  
Parish of RAPIDES    )

March 13, 2009, before me, DEBRA B. REDFEARN, the undersigned Notary Public, personally appeared KAREN G. NARDINI personally known to me to be the person who executed the within instrument as ACTING STATE DIRECTOR behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Debra B Redfearn  
Notary Public for RAPIDES PARISH  
My Commission Expires LIFETIME  
#19090

**II. DESCRIPTION OF EQUIPMENT**

**A. Locomotives**

The eight (8) Model CF7 Diesel Electric Locomotives are described as follows:

Original Manufacturer ..... General Motors Corporation  
 Electro-Motive Division ("EMD")  
 LaGrange, Illinois

Original Model Number ..... GP7

Remanufacturer ..... The Atchison, Topeka and  
 Santa Fe Railway Co.  
 (Now Burlington Northern Santa Fe)  
 Cleburne, Texas

Model Number ..... CF7

Date Remanufactured ..... 1971 - 1976

Horsepower ..... 1500 HP

Road Numbers ..... DSRR 100 - DSRR 107,  
 inclusive

Number of Axles ..... Four

Gear Ratio ..... 62:15

Approximate Loaded Weight ..... 258,000 Lbs.

Air Brake Equipment ..... 261

Dynamic Braking ..... No

Engine Model Number ..... 16-567-BC

Generator Model Number ..... D12; D12B

Auxiliary Generator ..... 10 kw

Traction Motor Model Number ..... D27 - D77B

Fuel Capacity ..... 1400 Gallons

Retention Tank ..... No

Cab Heat ..... Hot water

Toilet Facilities ..... Yes, out of service.

**B. Hopper Cars**

The fifteen (15) Open Top Cars are described as follows:

Association of American ..... HT  
 American Railroads ("AAR")  
 Mechanical Designation

AAR Car Type Code ..... H351

AAR Equipment Diagram ..... Plate B

Builder ..... Bethlehem Steel

Date Built ..... 1974 - 1975

Car Numbers ..... DSRR 9108 - DSRR 9389,  
 not inclusive

Nominal Capacity, Tons ..... 100

Cubic Feet Capacity ..... 4000

Air Brake System ..... ABD/ABD

Couplers ..... Type F; "A" - rotary;  
 "B" - fixed

Draft Gears ..... Miner TC100

Trucks ..... Barber or Ride Control;  
 6½" roller bearings;  
 D5 or D6 inner and  
 outer springs,  
 no. 18 brake beams

Wheels ..... 36" curved plate

The Open Top Hopper Cars are not listed in *The Official Railway Equipment Register*, Vol. 114, No. 2 issued October 1998 and effective October 1, 1998.

**C. MOW Equipment**

The twenty-six (26) items of MOW Equipment are described as follows:

No.	Year	Description	Model	Serial Number
RD-5	?	Nordberg Rail Drill	CD	6543
PG-7	?	4000 Watt Portable Generator	8015	83111112
BR-10	?	Tamper Ballast Regulator	BEB17	RM1787229
TI-11	?	Tamper Tie Insert/Remover	TSR	BM88075
T-12	?	Tamper Mark III	ESTR130G	3580452
S-13	?	Fairmont Spike Driver	W - 100	244-598
SD-17	?	Fairmont Spike Setter-Driver	W96B1	240549
SP-18	?	Nordberg Spike Puller	C	246431
RL-19	?	Fairmont Rail Lifter	AEN1D2	1-BB-AA-91A
RL-20	?	Fairmont Rail Lifter	W86 Series F	8806107
BM-21	?	Safran Bolt Machine	083100XXC	7727
RD-24	?	Nordberg Rail Rail Drill	C-D	6132
BH-25	?	Case Backhoe	580D	9046254
RC-26	1974	FWD Truck with Holmes Crane	D80802 RC80	E-6166
RD-27	?	Rail Drill	80352	780G230
TE-28	?	Jackson Tie Extractor	925	1113216/4882
DSP-30	?	Dual Spike Puller	?	248621
TC-31	?	Tie Crane	200-RTW	7803-2170A
JDD-32	1965	John Deere Bulldozer	2010-C	48998
BR-39	?	Plasser American Ballast Regulator	PMB103	252
JDD-42	?	John Deere Bulldozer	450-BA	140217T
WM-49	?	Hobart Welder	Champion	295WR03085
BC-54	?	Tamper Brush Cutter	KTBC (00TBC)	2870164
AC-55	?	Air Compressor	QS-175-D	67S10-3-5507
BH-61	1994	Case Super K Backhoe	580	JJG0177957
JT-63	?	Pandrol Jackson Tamper	6000	136143

**D. Vehicles and Equipment**

The twenty-four (24) various model vehicles are described as follows:

<i>No.</i>	<i>Year</i>	<i>Description</i>	<i>Model</i>	<i>Serial Number</i>
HR-1	1994	Chevrolet 1 Ton Hi-Rail Pickup Truck	C30	1GCGC33K8RJ414171
HR-2	1987	Chevrolet Hi-Rail Pickup Truck	R30	1GCGR33K1HS175168
HR-3	1989	GMC Hi-Rail Pickup Truck	2500	1GTGC24KE532581
BT-4	1981	GMC Boom Truck with Weed Sprayer	C60	1GDL7D1G6BV598662
TR-6	?	Utility Trailer	?	93052
VT-14	1985	Ford Econoline Van	350	1FDJE37G8FHA26264
TR-15	1993	Utility Trailer	CGEN	93052
TR-23	?	Trailer	HMDE	TST524045SPLA
CST-34	1996	Chevrolet Silverado Hi-Rail Pickup Truck	C2500	1GCGC29R4TE135623
HR-37	1980	GMC Pickup Truck	C3500	TCM34AB518558
BT-38	1972	Ford Boom Truck	LNT800	588JUP17400
CI-40	1984	Chevrolet Automobile	Impala	1G1AL69H9EX139767
OLDS-43	1992	Oldsmobile Regency Automobile	Olds 98	1GC3CW5319N4306452
CC-44	1984	Chevrolet Automobile	Caprice	2G1AN69HXE9125708
CAV-46	1994	Chevrolet Van	Astro	1GNDM19ZARB122480
UT-47	1995	Chevrolet Utility Truck	3500HD	1GBKC34N2SJ105146
FE-48	1995	Ford Station Wagon	Escort	3FASP15J2SR163074
HR-51	1982	Chevrolet Hi-Rail Pickup Truck	C20	1GCGC23M8GZ101710
HR-53	1992	Chevrolet Hi-Rail Pickup Truck	C2500	1GCGC24K0NE161648
TR-56	?	Utility Trailer	Black-Moen 95	1M9CS1623SR405139
GC-58	1996	Jeep	Grand Cherokee	1J4GZ7841TC390403
JL-59	1990	Jeep	Cherokee	1J4FJ58LXL256940
CAT-62	1998	Cadillac Automobile	Catera	W06VR52R4WR010380
FT-64	1986	Ford Boom Truck	F800	1FDX84N7GVA52263

TRACK

Item	Quantity
85# MP rail Reroll	13,270 GT
85# MP 7"x9" Scrap plates	3,353 GT
85# OTM Scrap(inc spikes)	1055 GT
85# MP Spikes 50% SH	2583 KEGS
85# MP Turnouts Scrap	38 GT
90# RA rail SH	987 NT
90# RA 8"x11" SS plates	39249 EA
90# RA joint bars w/bolts	1869 FR
90# RA spikes	324 KEG
90# RA turnouts	9 EA
115# RE CWR rail SH	462 NT
115# RE turnouts	6 EA
115# RE 8"x13" DS plates	14364 EA
115# RE spikes	119 KEG
Cross ties 50% SH	170000 EA
Switch ties 50% SH	1280 EA

CODEs:

- GT - Gross Tons
- NT - Net Tons
- SS - Single Shoulder
- DS - Double Shoulder
- SH - Second Hand
- MP, RA and RE pertain to the Rail Section

RECORDATION NO. 22702 FILED

SECURITY AGREEMENT  
For Profit Corporations

JAN 11 '00 2-42 PM

SURFACE TRANSPORTATION BOARD

I THIS SECURITY AGREEMENT, dated JANUARY 6, 2000 is made between the United States of America acting through the Rural Business-Cooperative Service (RBS) (called Secured Party), whose mailing address is 3727 Government Street, Alexandria, Louisiana 71302 and Delta Southern Railroad, Inc., duly organized under the Laws of the State of Louisiana, having its principal place of business in Madison Parish, Louisiana and whose mailing address is Post Office Box 1709, Tallulah, Louisiana 71282, (herein called Debtor), being herein represented by, and acting through William P. Wainright in his capacity as President, Delta Southern Railroad, Inc

II. BECAUSE Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory note(s) or other instrument(s), all of which are called "note", which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor, and

The note evidences a loan to Debtor, and Secured Party at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act or any other act administered by the Rural Business-Cooperative Service, and

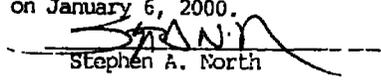
It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note, but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced by the note, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor; and

NOW, THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made or insured by Secured Party under then existing provisions of the Consolidated Farm and Rural Development Act or any other act administered by the Rural Business-Cooperative Service all with interest, (b) at all times when the note is held by an insured holder, to secure performance of Debtor's agreement in this instrument to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this instrument, and the performance of every covenant and agreement of Debtor contained in this instrument or in any supplementary agreement

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following collateral, including the proceeds and products thereof after this collateral:

Item 1. All Machinery, Equipment, Vehicles, Furniture, Fixtures and Railroad Track (including all rail, cross ties, and other material associated with the railroad track); whether any of the foregoing is owned now by Debtor or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing:

I certify this to be a true and correct copy of the original duly executed by me, Notary Public, on January 6, 2000.

  
Stephen A. North

all related chattel paper, documents, and general intangibles related to the foregoing; all records or any kind relating to the foregoing; all proceeds relating to the foregoing (including insurance, chattel paper and accounts proceeds) and all related general intangibles; including but not limited to the following:

SEE "ATTACHMENT A", Pages 1 through 5

Item 2. All other revenues or income there from, and personal property now or later attached thereto or reasonably necessary to the use thereof, purchased or financed in whole or in part with loan funds, all appurtenances, privileges, prescriptions and advantages thereto belonging or in any wise hypothecated, until full and final payment of all indebtedness secured hereby and the performance and discharges of each obligated itself not to sell, alienate, or encumber the property to the prejudice of this act.

### III. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable landlord's statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

NONE

and Debtor will defend the collateral against the claims and demands of all other persons. Reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.

B. Statements contained in Debtor's loan application(s) are true and correct; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced, (2) comply with such operation and management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a good and husbandlike manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance,

(5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party, and (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired

C. Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured by this instrument, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the collateral or the security interest, (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest, and (4) fees and other charges now or later required by regulations of the Rural Business-Cooperative Service. At all times when the note is held by an insured holder, Debtor shall continue to make payments on the note to Secured Party, as collection agent for the holder.

D. If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.

E. At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by Secured Party to the holder of the note for the account of Debtor. Any amount due and unpaid under the terms of the note, whether it is held by Secured Party or by an insured holder, may be credited by Secured Party on the note and thereupon shall constitute an advance by

Secured Party for the account of Debtor. Any advance by Secured Party as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to Secured Party, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Rural Business-Cooperative Service.

F. Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required in this instrument to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

G. All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party without demand at the place designated in the latest note and shall be secured by this instrument. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.

H. In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such immovable and movable property as Secured Party may require.

#### IV. IT IS FURTHER AGREED THAT:

A. Until default Debtor may retain possession of the collateral.

B. Default shall exist under this instrument if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this instrument or to observe or perform any covenants or agreements in this instrument or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetence of the parties named as Debtor, or upon the bankruptcy or insolvency of anyone of the parties named as Debtor. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. Upon any such default.

1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured by this instrument immediately due and payable, (b) take possession of, repair, improve, use, and operate the collateral or make equipment unusable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law including executory process.

2. Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.

3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on immovable and movable property. Likewise, default under such other security instrument shall constitute default under this instrument.

C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Rural Business-Cooperative Service, third to the satisfaction of indebtedness secured by this instrument, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any other obligations of Debtor owing to or insured by Secured Party, and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as

provided above, second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.

D. It is the intent of the Debtor and Secured Party that to the extent permitted by law and for the purpose of this instrument, no collateral covered by this instrument is or shall become realty or accessioned to other goods

E. This instrument is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this instrument.

F. If any provision of this instrument is held invalid or unenforceable, it shall not affect any other provisions, but this instrument shall be construed as if it had never contained such invalid or enforceable provision

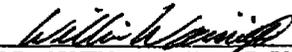
G. The rights and privileges of Secured Party under this instrument shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this instrument are joint and several and shall bind personal representatives, heirs, successors, and assigns.

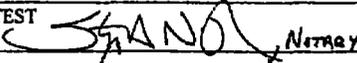
H. If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from responsible cooperative or private sources, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured by this instrument and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loans.

I. Secured Party shall have the sole and exclusive rights as the secured party under this instrument, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest created by this instrument or any benefits of it.

J. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

K. Failure by the Secured Party to exercise any right - whether once or often - shall not be construed as a waiver of any covenant or condition of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.

  
\_\_\_\_\_  
DELTA SOUTHERN RAILROAD, INC.  
BY: WILLIAM P. WAINRIGHT, President

ATTEST  
BY:  Stanley N. Gray

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Date Remanufactured ..... 1971 - 1976

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Road Numbers ..... DSRR 100 - DSRR 107,  
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SP-18	?	Nordberg Spike Puller	C	246431
RL-19	?	Fairmont Rail Lifter	AEN1D2	1-BB-AA-91A
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DSP-30	?	Dual Spike Puller	?	248621
TC-31	?	Tie Crane	200-RTW	7803-2170A
JDD-32	1965	John Deere Bulldozer	2010-C	48998
BR-39	?	Plasser American Ballast Regulator	PMB103	252
JDD-42	?	John Deere Bulldozer	450-BA	140217T
WM-49	?	Hobart Welder	Champion	295WR03085
BC-54	?	Tamper Brush Cutter	KTBC (00TBC)	2870164
AC-55	?	Air Compressor	QS-175-D	67S10-3-5507
BH-61	1994	Case Super K Backhoe	580	JJG0177957
JT-63	?	Pandrol Jackson Tamper	6000	136143

**D. Vehicles and Equipment**

The twenty-four (24) various model vehicles are described as follows:

<i>No.</i>	<i>Year</i>	<i>Description</i>	<i>Model</i>	<i>Serial Number</i>
HR-1	1994	Chevrolet 1 Ton Hi-Rail Pickup Truck	C30	1GCGC33K8RJ414171
HR-2	1987	Chevrolet Hi-Rail Pickup Truck	R30	1GCGR33K1HS175168
HR-3	1989	GMC Hi-Rail Pickup Truck	2500	1GTGC24KE532581
BT-4	1981	GMC Boom Truck with Weed Sprayer	C60	1GDL7D1G6BV588662
TR-6	?	Utility Trailer	?	93052
VT-14	1985	Ford Econoline Van	350	1FDJE37G8FHA26264
TR-15	1993	Utility Trailer	CGEN	93052
TR-23	?	Trailer	HMDE	TST524045SPLA
CST-34	1996	Chevrolet Silverado Hi-Rail Pickup Truck	C2500	1GCGC29R4TE135623
HR-37	1980	GMC Pickup Truck	C3500	TCM34AB518558
BT-38	1972	Ford Boom Truck	LNT800	588JUP17400
CI-40	1984	Chevrolet Automobile	Impala	1G1AL69H9EX139767
OLDS-43	1992	Oldsmobile Regency Automobile	Olds 98	1GC3CW5319N4306452
CC-44	1984	Chevrolet Automobile	Caprice	2G1AN69HXE9125708
CAV-46	1994	Chevrolet Van	Astro	1GNDM19ZARB122480
UT-47	1995	Chevrolet Utility Truck	3500HD	1GBKC34N2SJ105146
FE-48	1995	Ford Station Wagon	Escort	3FASP15J2SR163C74
HR-51	1982	Chevrolet Hi-Rail Pickup Truck	C20	1GCGC23M8GZ101710
HR-53	1992	Chevrolet Hi-Rail Pickup Truck	C2500	1GCGC24K0NE161648
TR-56	?	Utility Trailer	Black-Moen 95	1M9CS1623SR405139
GC-58	1996	Jeep	Grand Cherokee	1J4GZ7841TC390403
JL-59	1990	Jeep	Cherokee	1J4FJ58LXLL256940
CAT-62	1998	Cadillac Automobile	Catera	W06VR52R4WR010360
FT-64	1986	Ford Boom Truck	F800	1FDX84N7GVA52263

TRACK

Item	Quantity
85# MP rail Reroll	13,270 GT
85# MP 7"x9" Scrap plates	3,353 GT
85# OTM Scrap(inc spikes)	1055 GT
85# MP Spikes 50% SH	2583 KECS
85# MP Turnouts Scrap	38 GT
90# RA rail SH	987 NT
90# RA 8"x11" SS plates	39249 EA
90# RA joint bars w/bolts	1869 PR
90# RA spikes	324 KEG
90# RA turnouts	9 EA
115# RE CWR rail SH	462 NT
115# RE turnouts	6 EA
115# RE 8"x13" DS plates	14364 EA
115# RE spikes	119 KEG
Cross ties 50% SH	170000 EA
Switch ties 50% SH	1280 EA

## CODE:

GT - Gross Tons  
 NT - Net Tons  
 SS - Single Shoulder  
 DS - Double Shoulder  
 SH - Second Hand  
 MP, RA and RE pertain to the Rail Section

**AFFIDAVIT**

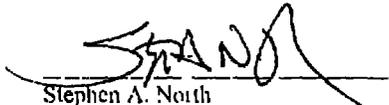
STATE OF LOUISIANA

PARISH OF OUACHITA

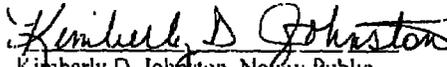
BE IT KNOWN, that before me, a notary public in and for the Parish of Ouachita, State of Louisiana, personally came and appeared Stephen A. North who deposed and said:

That he is the attorney and notary public before whom that certain Security Agreement (for profit corporations) dated January 6, 2000, by and between Delta Southern Railroad, Inc and The United States of America acting through the Rural Business-Cooperative Service (Secured Party) was duly executed, a true and correct copy thereof accompanying this affidavit.

Affiant further deposed that he has compared the copy of the Security Agreement with the original thereof and has found the copy to be complete and identical in all respects to the original document

  
Stephen A. North

SWORN TO AND SUBSCRIBED before me this 6<sup>th</sup> day of January, 2000.

  
Kimberly D. Johnston, Notary Public