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August 20, 2009

UPS OVERNIGHT DELIVERY

RECORDATION NO 27339-A FILED

AUG 21 2009

3-01 PM

SURFACE TRANSPORTATION BOARD

Surface Transportation Board
395 E. Street, S. W.
Room 1010
Washington, D. C. 20423
Attention: Barbara Saddler

RE: "DOCUMENTS FOR RECORDATION"

Dear Ms. Saddler:

I am enclosing an original and one (1) fully executed counterpart of the document described below. This document is an agreement that includes a Security Agreement dated July 21, 2009. I request recordation of the enclosed Security Agreement pursuant to Section 11301 of Title 49 of the U.S. Code.

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

Debtor/Mortgagor:
Locomotive Sales & Leasing Corporation
P. O. Box 5546
Greenville, Mississippi 39703

Secured Party/Mortgagee:
Johnson Railway Service, Inc.
198 North Main Street
Cornelia, Georgia 30531

August 20, 2009

Page 2

The contact information for the Secured Party, Johnson Railway Service is:
Nancy Johnson, Vice President (706) 778-2674.

A description of the railroad equipment covered by the Security Agreement submitted for filing is as follows:

A locomotive described as SW1200 bearing road mark number WPIX330 owned by Locomotive Sales & Leasing Corporation.

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

Security Agreement between Locomotive Sales & Leasing Corporation and Johnson Railway Service, Inc. is dated July 21, 2009 and covering one locomotive SW1200 bearing road mark number WPIX330 owned by Locomotive Sales & Leasing Corporation at the date of said Security Agreement.

My check in the sum of \$41.00 for the statutory filing fees, payable to "Secretary, Surface Transportation Board" is also enclosed. Please return the original to the undersigned in the enclosed self-addressed, stamped envelope. Should you have any questions or require additional information please do not hesitate to contact me at (706) 886-7533.

Sincerely yours,



JANNEY E. SANDERS

JES/pw
Enclosure

cc: Ms. Nancy Johnson
Johnson Railway Service, Inc.
198 North Main Street
Cornelia, GA 30531

AUG 21 '09

3-01 PM

AGREEMENT

SURFACE TRANSPORTATION BOARD

This Agreement ("this Agreement") is made this 21st day of July, 2009 by and between **Guaranty Bank & Trust Company**, Greenville Office, 536 Washington Avenue, Greenville, Mississippi 38702 ("Guaranty Bank"), **Locomotive Sales & Leasing Corporation**, a Mississippi corporation ("Locomotive Sales") and **Wholesale Power Leasing, LLC** ("Wholesale Power"), a Mississippi limited liability company (collectively referred to as "Debtors") and **Johnson Railway Service, Inc.** a Georgia corporation ("Johnson").

WITNESETH:

WHEREAS, Locomotive Sales is the owner of a locomotive described as SW1200 bearing road mark number WPIX330 which was delivered by Locomotive Sales and Wholesale Power to Johnson for certain repairs and modifications to be performed to said locomotive ("locomotive") and Johnson has performed such repairs and modification and is owed the total sum of \$80,973.86 as a result of such work by Johnson for Debtors; and

WHEREAS, Guaranty Bank has a first priority security interest in the locomotive by virtue of certain notes and security agreements dated on or about December 31, 2007 perfected with the Surface Transportation Board by recordation number 27339 and number 27338 filed on or about January 8, 2008; and

WHEREAS, Johnson remains in possession of the locomotive following the work performed by Johnson for Debtors and has asserted a possessory, retention lien against the locomotive for the work performed by Johnson for Debtors with the locomotive currently in the possession of Johnson located at its Cornelia, Georgia facility; and

WHEREAS, Locomotive Sales has entered into a contract for the sale of the locomotive to Loan Star Industries, Inc., d/b/a Buzzi Unicem USA. ("Buyer") pursuant to an Equipment Purchase Agreement dated on or about April 9, 2009 which provides among other things that said locomotive shall be delivered by Locomotive Sales to Buyer's facility in Cape Girardeau, Missouri before final payment for the locomotive will be made by Buyer to Locomotive Sales; and

WHEREAS, the parties have agreed that Johnson will release the locomotive for transport to Cape Girardeau, Missouri subject to the terms and conditions of this Agreement in order to facilitate the completion of the Equipment Purchase Agreement between Locomotive Sales and Buyer in order that the proceeds of such sale shall be delivered to Guaranty Bank upon receipt of which Guaranty Bank has agreed to disburse immediately the sum of \$80,973.86 due and payable to Johnson for the work performed by Johnson on behalf of Debtors; and

WHEREAS, Debtors agree to grant to Johnson a security interest, which shall be secondary to the security interest in favor of Guaranty Bank, against the locomotive in order to secure the amount due and payable to Johnson for the work performed by Johnson for Debtors as hereinafter provided and authorize Johnson to perfect such security interest by the filing of the security agreement and any other necessary documents with the Surface Transportation Board.

THEREFORE, the parties for and consideration of mutual promises and covenants contained herein agree as follows:

1. Upon execution of this Agreement by all parties and an original delivered to Johnson, Johnson agrees to release the locomotive from its possession and to cause said locomotive to be transported to the Loan Star Industries, Inc. d/b/a Buzzi Unicem USA facility at 2524 South Spring Street, Cape Girardeau, Missouri 63702 (Cape Girardeau cement plant). Johnson agrees to coordinate, subject to the approval of Guaranty Bank and Debtors, the arrangements for transportation of locomotive to Cape

Girardeau, Missouri, but Johnson shall not assume, nor be responsible for, any costs or expenses associated with the delivery and transportation of the locomotive to Cape Girardeau, Missouri from Cornelia, Georgia. Locomotive Sales and or Guaranty Bank agree to advance the full amount necessary to pay the shipping costs of the locomotive to Cape Girardeau, Missouri and to wire such funds to Johnson or to such other party or parties that will be providing the transportation costs and delivery costs for the locomotive to Cape Girardeau, Missouri. Debtors assume all risks of loss and any other risks associated with the shipping and delivery of the locomotive from Cornelia, Georgia to Cape Girardeau, Missouri and shall hold Johnson harmless from and indemnified of any and all losses or damages associated with the shipping and delivery of the locomotive to Cape Girardeau, Missouri.

2. Debtors and Guaranty Bank agree that immediately upon arrival of the locomotive at Cape Girardeau, Missouri Buyer shall be invoiced promptly for the amount then due pursuant to the Equipment Purchase Agreement in the amount of \$168,000.00 and shall provide pursuant to said Equipment Purchase Agreement that payment by Buyer shall be made by wire transfer to Guaranty Bank and Trust which upon receipt of such funds shall be held in escrow and in trust by Guaranty Bank pursuant to and in compliance with the terms of this Agreement. Immediately upon receipt of such funds from Buyer Guaranty Bank shall remit by wire transfer to Johnson the sum of \$80,973.86 in payment of the amount due for the work performed by Johnson on the locomotive for Debtors. Debtors acknowledge that Debtors owe the amount of \$80,973.86 to Johnson for the work performed on the locomotive and by this Agreement grant consent to Guaranty Bank to immediately cause such sum to be paid from the payment by Buyer to Johnson in satisfaction of the amounts due from Debtors to Johnson. Upon receipt of such sum by wire transfer from Guaranty Bank, Johnson shall cause any lien or security interest against the locomotive to immediately be cancelled and satisfied of record.

3. In the event that Buyer rejects the locomotive upon its delivery and said locomotive is returned to the possession of Debtors, Debtors will acknowledge and recognize the security interest, as hereinafter granted to Johnson shall remain in full force and effect in favor of Johnson against the locomotive and shall not further sell or dispose of said locomotive without payment to Johnson the amount due and secured by said security interest. Guaranty Bank further agrees with respect to its first priority security interest in said locomotive that it will not take any action to take possession and dispose of said locomotive by virtue of the debt owed by Debtors to Guaranty Bank and the security interests maintained by Guaranty Bank in the locomotive without first giving notice to Johnson that Debtors have defaulted on their obligations to Guaranty Bank and Guaranty Bank is planning to take action with respect to the locomotive pursuant to its security interests therein. Guaranty Bank agrees to give at least thirty (30) days notice to Johnson prior to disposal of the locomotive pursuant to its security interests.

4. Grant of Security Interest. Debtors, in consideration of the indebtedness described in this Agreement, hereby grant, convey, and assign to Johnson for security all of Debtors' right, title and interest in and to the SW1200 Locomotive bearing road mark number WPIX330. This security interest is granted to Johnson to (a) secure the payment of the indebtedness described in this Agreement for the work performed by Johnson on the locomotive for Debtors in the principal sum of \$80,973.86; (b) interest on the principal sum at the rate of 10% per annum on and after September 15, 2009 in the event Johnson is not paid the amount due under this Agreement before said date; (c) the payment of all other sums, with interest thereon, advanced under the terms of this Agreement; and (d) the performance of the agreements and warranties of Debtors contained in this Agreement.

5. Property. The property subject to the security interest (the Collateral) is as follows:

5.1 Equipment. The SW1200 Locomotive bearing road mark number WPIX330 ("locomotive").

5.2 After-Acquired Property. All property in the form of accessions, parts, additions, and replacement of the Collateral.

5.3 Proceeds. All proceeds of the sale or other disposition of the Collateral described herein.

6. Covenants of Debtors. The Debtors agree and covenant as follows:

6.1 Payment of Principal and Interest. The Debtors shall cooperate and take any and all steps necessary to reasonably cause the Buyer to accept the locomotive pursuant to the Equipment Purchase Agreement and to cause payment to be made therefore by Buyer and failing such consummation of the Equipment Purchase Agreement, Debtors shall remain liable for the principal amount due to Johnson plus interest to accrue at the rate of 10% per annum on and after September 15, 2009 until the full amount is paid in full.

6.2 Corporate Existence. The Debtor Locomotive Sales is a corporation duly organized and existing under the laws of the state of Mississippi and is authorized to enter into this Agreement; and, the Debtor Wholesale Power is a limited liability company duly organized and existing under the laws of the state of Mississippi and is authorized to enter into this Agreement.

6.3 Corporate Authority. The execution, delivery, and performance of this Agreement are within Debtors' corporate powers, have been duly authorized, and are not in contravention of law or the terms of the Debtors' articles of incorporation and bylaws, organizational documents or any indenture, agreement, or undertaking to which the Debtors are a party or by which they are bound.

6.4 Ownership of Collateral. The Debtor Locomotive Sales is the sole owner of the Collateral and will defend the Collateral against the claims and demands of all other persons at any time claiming the same or any interest therein, other than the security interest to Guaranty Bank.

7. Perfection of Security Interest. The Debtors agree to execute any documents or statements, and do whatever may be necessary under the applicable Uniform Commercial Code to perfect and continue Johnson's security interest in the Collateral, including, but not limited to, an acknowledgment that a copy of this Agreement shall be filed by Johnson with the Surface Transportation Board in order to perfect Johnson's security interest in the locomotive.

8. Taxes and Assessments. The Debtors will pay or cause to be paid promptly when due all taxes and assessments on the Collateral. The Debtors may, however, withhold payment of any tax assessment or claim if a good faith dispute exists as to the obligation to pay.

9. Insurance. The Debtors shall have and maintain, or cause to be maintained, insurance at all times with respect to the Collateral against such risks as Johnson may reasonably require, in such form, for such periods, and written by such companies as may be satisfactory to Johnson. All policies of insurance shall have endorsed a loss payable clause acceptable to Johnson and/or such other endorsements as Johnson may from time to time request and the Debtors will promptly provide Johnson with the original policies or certificates of such insurance. The Debtors shall promptly notify Johnson of any loss or damage that may occur to the Collateral. Johnson is hereby authorized to make proof of loss if it is not made promptly by the Debtors. All proceeds of any insurance on the Collateral shall be held by Johnson as a part of the Collateral. Such proceeds shall be paid out from time to time upon order of the Debtors for the purpose of paying the reasonable cost of repairing or restoring the property damaged. Any proceeds that have not been so paid out within 120 days following their receipt by Johnson shall be applied to the prepayment of the debts and obligations to Johnson created by this Agreement. In the event of failure to provide insurance as herein provided, Johnson may, at Johnson's option, provide such insurance at the Debtors' expense.

10. Application of Payments. Unless applicable law provides otherwise, all payments received by Johnson from the Debtor under this Agreement, shall be applied by Johnson in the following order of priority: (i) interest payable, if any, is required by Agreement; (ii) principal of the amount due pursuant to this Agreement; and (iii) any other sums secured by this Agreement in such order as Johnson, at Johnson's option, may determine.

11. Protection of Johnson's Security. If Debtors fail to perform the covenants and agreements contained or incorporated in this Agreement or if any action or proceeding is commenced which affects the Collateral or title thereto or the interest of Johnson therein, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Johnson, at Johnson's option, may make such appearance, disburse such sums, and take such action as Johnson deems necessary, in its sole discretion, to protect Johnson's interest, including but not limited to (i) disbursement of attorneys' fees, (ii) entry upon the Debtors' property to make repairs to the Collateral, and (iii) procurement of satisfactory insurance. Any amounts disbursed by Johnson pursuant to this Section, with interest thereon, shall become additional indebtedness of the Debtors secured by this Agreement. Unless the Debtors and Johnson agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate stated in this Agreement unless collection from the Debtors of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Debtors under applicable law. Nothing contained in this Section shall require Johnson to incur any expense or take any action.

12. Inspection. Johnson may make or cause to be made reasonable inspections of the Collateral.

13. Debtors and Lien Not Released. From time to time, Johnson may, at Johnson's option, without giving notice to or obtaining the consent of the Debtors, the Debtors' successors or assigns or of any other lienholder or guarantors, without liability on Johnson's part, and notwithstanding the Debtors' breach of any covenant or agreement of the Debtors in this Agreement, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and the time of payment of said indebtedness, release from the lien of this Agreement any part of the Collateral, take or release other or additional security, reconvey any part of the Collateral, consent to any map or plan of the Collateral join in any extension or subordination agreement, and agree in writing with the Debtors to modify the rate of interest or period of amortization of the debt or change the amount of any installments payable hereunder. Any actions taken by Johnson pursuant to the terms of this Section shall not affect the obligation of the Debtors or the Debtors' successors or assigns to pay the sums secured by this Agreement and to observe the covenants of the Debtors contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Collateral.

14. Forbearance by Johnson Not a Waiver. Any forbearance by Johnson in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Johnson of payment of any sum secured by this Agreement after the due date of such payment shall not be a waiver of the Johnson's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes, rents or other liens or charges by Johnson shall not be a waiver of Johnson's right to accelerate the maturity of the indebtedness secured by this Agreement, nor shall Johnson's receipt of any awards, proceeds or damages as provided in this Agreement operate to cure or waive the Debtors' default in payment of sums secured by this Agreement.

15. Uniform Commercial Code Security Agreement. This Agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Collateral which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Debtors hereby grant Johnson a security interest in said items. The Debtors agree that Johnson may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Collateral. In addition, the Debtors agree to execute and deliver to Johnson, upon Johnson's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Agreement in such form as Johnson may require to perfect a security interest with respect to said items. The Debtors shall pay all costs of filing such financing

statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Johnson may reasonably require. Without the prior written consent of Johnson, the Debtors shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the Collateral, including replacements and additions thereto. Upon the occurrence of an event of default, Johnson shall have the remedies of a secured party under the Uniform Commercial Code and, at Johnson's option, may also invoke the other remedies provided in this Agreement as to such items. In exercising any of said remedies, Johnson may proceed against any items of personal property specified above as part of the Collateral separately or together and in any order whatsoever, without in any way affecting the availability of Johnson's remedies under the Uniform Commercial Code or of the other remedies provided in this Agreement. .

16. Events of Default. The Debtors shall be in default under this Agreement when any of the following events or conditions occurs:

16.1 The Debtors shall fail to pay the amounts due pursuant to this Agreement.

16.2 The Debtors fail to comply with any term, obligation, covenant, or condition contained in this Agreement within 10 days after receipt of written notice from Johnson demanding such compliance.

16.3 Any warranty, covenant, or representation made to Johnson by the Debtors under this Agreement proves to have been false in any material respect when made or furnished.

16.4 Any levy, seizure, attachment, lien, or encumbrance of or on the Collateral which is not discharged by the Debtors within 10 days or, any sale, transfer, or disposition of any interest in the Collateral, other than in the ordinary course of business, without the written consent of Johnson.

17. Acceleration in Case of Borrower's Insolvency. If the Debtors shall voluntarily file a petition under the federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if the Debtors shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for the Debtors' property, or if the Collateral shall become subject to the jurisdiction of a federal bankruptcy court or similar state court, or if the Debtors shall make an assignment for the benefit of its creditors, or if there is an attachment, receivership, execution or other judicial seizure, then Johnson may, at Johnson's option, declare all of the sums secured by this Agreement to be immediately due and payable without prior notice to the Debtors, and Johnson may invoke any remedies permitted by this Agreement. Any attorneys' fees and other expenses incurred by Johnson in connection with the Debtors' bankruptcy or any of the other events described in this Section shall be additional indebtedness of the Debtors secured by this Agreement.

18. Rights of Johnson.

18.1 Upon default or at any time before default when Johnson reasonably feels insecure, Johnson may require the Debtors to assemble the Collateral and make it available to Johnson at the place to be designated by Johnson which is reasonably convenient to both parties. Johnson may sell all or any part of the Collateral as a whole or in parcels either by public auction, private sale, or other method of disposition. Johnson may bid at any public sale on all or any portion of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, Johnson shall give the Debtors reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made, and notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale in the following fashion shall be conclusively presumed to be reasonable:

18.1.1 Notice shall be given at least 10 days before the date of sale by publication once in a

newspaper of general circulation published in the county in which the sale is to be held;

18.1.2 The sale shall be held in a county in which the Collateral or any part is located or in a county in which the Debtors have a place of business;

18.1.3 Payment shall be in cash or by certified check immediately following the close of the sale;

18.1.4 The sale shall be by auction, but it need not be by a professional auctioneer;

18.1.5 The Collateral may be sold as is and without any preparation for sale.

18.2 Notwithstanding any provision of this Agreement, Johnson shall be under no obligation to offer to sell the Collateral. In the event Johnson offers to sell the Collateral, Johnson will be under no obligation to consummate a sale of the Collateral if, in its reasonable business judgment, none of the offers received by it reasonably approximates the fair value of the Collateral.

18.3 In the event Johnson elects not to sell the Collateral, Johnson may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of the Debtors' obligation, subject to the Debtors' rights under such procedures.

18.4 In addition to the rights under this Agreement in the event of a default by the Debtors, Johnson shall be entitled to the appointment of a receiver for the Collateral as a matter of right whether or not the apparent value of the Collateral exceeds the outstanding principal amount of the debt and any receiver appointed may serve without bond. Employment by Johnson shall not disqualify a person from serving as receiver.

19. Waiver of Statute of Limitations. Debtors hereby waive the right to assert any statute of limitations as a bar to the enforcement of the lien of this Agreement or to any action brought to enforce the Note or any other obligation secured by this Agreement.

20. Waiver of Marshalling. Notwithstanding the existence of any other security interest in the Collateral held by Johnson or by any other party, Johnson shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided by this Agreement. Johnson shall have the right to determine the order in which any or all portions of the indebtedness secured by this Agreement are satisfied from the proceeds realized upon the exercise of the remedies provided in this Agreement. The Debtors, any party who consents to this Agreement, and any party who now or hereafter acquires a security interest in the Collateral and who has actual or constructive notice of this Agreement, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or by this Agreement.

21. Provisions of Agreement. The Debtors agree to comply with the covenants and conditions of the Agreement. All advances made by Johnson pursuant to the Agreement shall be indebtedness of the Debtors secured by this Agreement, and such advances may be obligatory as provided in the Agreement. All sums disbursed by Johnson to protect the security of this Agreement up to the principal amount of the Note shall be treated as disbursements pursuant to such Agreements. All such sums shall bear interest from the date of disbursement at the rate stated in this Agreement unless collection from the Debtors of interest at such rate would be contrary to applicable law in which event such amount shall bear interest at the highest rate which may be collected from the Debtors under applicable law. In case of a breach by the Debtors of the covenants and conditions of the Agreement, Johnson at Johnson's option (i) may invoke any of the rights or remedies provided in the Agreement, (ii) may accelerate the sums secured by this Agreement and invoke the remedies provided in this Agreement or, (iii) may do both.

22. Remedies Cumulative. Each remedy provided in this Agreement is distinct and cumulative to all other rights or remedies under this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

23. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above set out.

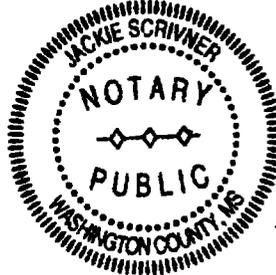
GUARANTY BANK AND TRUST
COMPANY

By: [Signature] (Seal)
Andy Dixon, Sr. Vice President

Sworn to and subscribed before
me this 27th day of July, 2009.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: July 7, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



LOCOMOTIVE SALES AND LEASING
CORPORATION

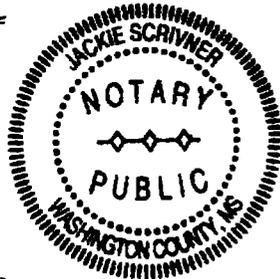
By: [Signature] (Seal)
Robert E. Crowley, President

Attest: [Signature] (Seal)
Stanley E. Donald, Secretary
(CORPORATE SEAL.)

Sworn to and subscribed before
me this 27th day of July, 2009.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: July 7, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



WHOLESALE POWER LEASING, LLC

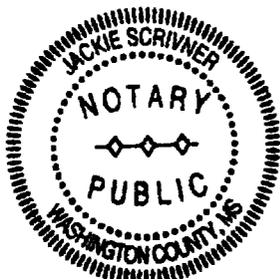
By: [Signature] (Seal)
Stanley E. Donald, Member/Manager

By: [Signature] (Seal)
Robert E. Crowley, Member/Manager

Sworn to and subscribed before
me this 27th day of July, 2009.

[Signature]

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: July 7, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



(SIGNATURES CONTINUED ON FOLLOWING PAGE)

JOHNSON RAILWAY SERVICE, INC.

By: [Signature] (Seal)
Chipley H. Johnson, President

Attest: [Signature] (Seal)
Nancy H. Johnson, Secretary

(CORPORATE SEAL)

Sworn to and subscribed before
me this 21 day of July, 2009.

[Signature]
Notary Public

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