

OSTER RESEARCHING SERVICES

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April 2, 2012

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423

RECORDATION NO. 30153 FILED

APR 02 '12 -5 00 PM

SURFACE TRANSPORTATION BOARD

Dear Section Chief:

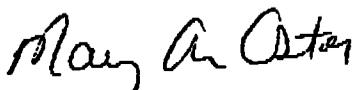
Enclosed for recordation with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the U.S. Code is the following document:

Memorandum of Security Agreement 3/29/12

Secured Party:	Wells Fargo Bank, N.A. 733 Marquette Avenue Minneapolis, MN 55402
Debtor:	Mohall Railroad 100 Railroad Avenue Fordville, ND 58231
Equipment:	1, GP-9 Locomotive To be marked: NPR 2280 Currently: DAIR 3

Please file this agreement as a primary document. The filing fee of \$41 is enclosed.
Thank you.

Sincerely,



Mary Ann Oster
Research Consultant



Memorandum of Security Agreement

Wells Fargo Bank, National Association | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

THIS MEMORANDUM OF SECURITY AGREEMENT (this "Memorandum") is made this 29 day of March, by and between Mohall Railroad, Inc., a North Dakota corporation ("Debtor"), and WELLS FARGO BANK, a National Banking Association, organized and existing under the laws of the United States ("Secured Party").

A. The Debtor is indebted to the Secured Party pursuant to that certain Promissory Note dated as of March 29, 2012 (the "Note") executed by the Debtor in favor of the Secured Party.

B. To secure the Debtor's obligations to the Secured Party, the Debtor executed and delivered to the Secured Party a Security Agreement dated March 29, 2012 pursuant to which the Debtor granted to the Secured Party a continuing, first priority security interest in and to, and lien on, the following collateral:

- (a) one (1) 1960 GP-9 (previously GP20) Locomotive, Serial No. 26287, Frame No. 7594-2nd bearing the following markings. DAIR 3 to be changed to NPR 2280 (each, a "Railcar", collectively, the "Railcars") and all replacements and substitutions thereof;
- (b) all improvements, additions, modifications, accessions, attachments, appurtenances and parts appertaining or attached to the Railcars, whether now owned or hereafter acquired;
- (c) all logs, books and records pertaining to the use, operation and/or maintenance of the Railcars or otherwise relating to any of the collateral described herein;
- (d) all rights, claims and causes of action, if any, which the Debtor may have now or in the future against any manufacturer, rebuilder or seller of the Railcars (or any component thereof) or any other Person, by contract or otherwise, in respect of any defect in the Railcars or any part thereof;

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

WELLS FARGO BANK, N.A.

Mohall Railroad, Inc.

By: Jacqueline P. Barragan
Title: Vice President
Loan Administration Manager

By: [Signature]
Title: [Signature]

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SURFACE TRANSPORTATION BOARD

STATE OF North Dakota
COUNTY OF Walsh

On this 29th day of March 2012, before me, a Notary Public of the City and State aforesaid, personally appeared Larry Jamieson, to me personally known, who being by me duly sworn, says that (he/she) is the President of Mohall Railroad, Inc., the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and (he/she) acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.
Notary Public
State of North Dakota
My Commission Expires Mar. 10, 2015

[Signature]
Notary Public

My commission expires:

March 10, 2015

On this 2nd day of April 2012, before me, a Notary Public of the City and State aforesaid, personally appeared Jacqueline Barragan, to me personally known, who being by me duly sworn, says that (he/she) is the Vice President of WELLS FARGO BANK, N.A., the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (he/she) acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

[Signature]
Notary Public

My commission expires:

1-31-2015

MARGARET J. KIERNAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2015