

# FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

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Suite 920  
Chicago, Illinois 60606-2832

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JEREMY M. BERMAN  
(312) 252-1510  
jberman@fletcher-sippel.com

December 30, 2010

29593-A

RECORDATION NO. 29593-A FILED

DEC 30 '10 -12 53 PM

SURFACE TRANSPORTATION BOARD

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E. Street, S.W.  
Washington, D.C. 20423  
Attn: Office of Recordations

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an Amended Assignment of Rents and Lessor's Interest in Leases, dated as of December 30, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents. This document relates to a Memorandum of Security Agreement recorded under Document No. 29593.

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

SECURED PARTY:

FIFTH THIRD BANK, As Collateral Agent  
222 South Riverside Place  
32nd Floor  
Chicago, IL 60606

OBLIGOR:

PATRIOT RAIL HOLDINGS, LLC  
2255 Glades Road  
Boca Raton, Florida 33431

BORROWERS:

PATRIOT RAIL CORP  
2255 Glades Road  
Boca Raton, Florida 33431

TENNESSEE SOUTHERN RAILROAD COMPANY, INC  
100 Railroad Street  
Mount Pleasant, Tennessee 38474

RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO.  
300 West Commercial Avenue  
Anaconda, Montana 59711

# FLETCHER & SIPPEN LLC

Chief, Section of Administration

December 30, 2010

Page 2

## UTAH CENTRAL RAILWAY COMPANY

1900 South 1963 West

Ogden, Utah 84094

## SACRAMENTO VALLEY RAILROAD, INC.,

4144 Dudley Boulevard, Building 412, McClellan AFB

Sacramento, California 95652

## TEMPLE & CENTRAL TEXAS RAILWAY, INC

19 North Main Street

Temple, Texas 76501

## LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC

304 West Main Street

Homer, Louisiana 71040

## DEQUEEN AND EASTERN RAILROAD, LLC

2255 Glades Road

Boca Raton, Florida 33431

## TEXAS, OKLAHOMA & EASTERN, LLC

2255 Glades Road

Boca Raton, Florida 33431

## GOLDEN TRIANGLE RAILROAD, LLC

2255 Glades Road

Boca Raton, Florida 33431

## COLUMBIA & COWLITZ RAILWAY, LLC

2255 Glades Road

Boca Raton, Florida 33431

## PATRIOT WOODS RAILROAD, LLC

2255 Glades Road

Boca Raton, Florida 33431

## MISSISSIPPI & SKUNA VALLEY RAILROAD, LLC

2255 Glades Road

Boca Raton, Florida 33431

## PIEDMONT AND NORTHERN RAILWAY, LLC

2255 Glades Road

Boca Raton, Florida 33431

**FLETCHER & SIPPEL LLC**

Chief, Section of Administration

December 30, 2010

Page 3

**PATRIOT RAIL SERVICES, INC**

2255 Glades Road

Boca Raton, Florida 33431

**PATRIOT RARUS ACQUISITION CORP.**

2255 Glades Road

Boca Raton, Florida 33431

A description of the railroad equipment is included as Exhibit A to the document. Included in the property covered by the aforesaid documents are all rolling stock and equipment intended for use and related to interstate commerce, and includes rolling stock or equipment acquired by Debtors or its or their successors **after the date** of the documents.

A check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee is being sent separately.

Respectfully submitted,



Jeremy M. Berman  
Attorney for Secured Party

JMB  
Enclosures.

29593A

RECORDATION NO. \_\_\_\_\_ FILED

DEC 30 '10 -12 5 3 PM

**AMENDMENT TO ASSIGNMENTS OF RENTS AND LESSORS' INTEREST IN LEASES**

**SURFACE TRANSPORTATION BOARD**

THIS AMENDMENT to Assignments of Rents and Lessors' Interest in Leases (the "Amendment") is dated and effective as of December 30, 2010 by PATRIOT RAIL CORP., a Delaware corporation, whose address is 2255 Glades Road, Boca Raton, Florida 33431, TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, whose address is 100 Railroad Street, Mount Pleasant, Tennessee 38474, RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation, whose address is 300 West Commercial Avenue, Anaconda, Montana 59711, UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, whose address is 1900 South 1963 West, Ogden, Utah 84094, SACRAMENTO VALLEY RAILROAD, LLC, a California limited liability company, whose address is 4144 Dudley Boulevard, Building 412, McClellan AFB, Sacramento, California 95652, TEMPLE & CENTRAL TEXAS RAILWAY, INC. a Delaware corporation, whose address is 3111 Eberhardt Road, Temple, Texas 76501, LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, whose address is 304 West Main Street, Homer, Louisiana 71040, DEQUEEN AND EASTERN RAILROAD LLC ("DeQueen Railroad"), a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431, TEXAS, OKLAHOMA & EASTERN RAILROAD LLC, ("Texas Railroad") a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431, GOLDEN TRIANGLE RAILROAD LLC, ("Golden Triangle Railroad") a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431, COLUMBIA & COWLITZ RAILWAY LLC, ("Columbia Railroad") a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431, PATRIOT WOODS RAILROAD LLC, ("Patriot Woods Railroad") a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431, MISSISSIPPI & SKUNA VALLEY RAILROAD LLC, ("Mississippi Railroad") a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431, PIEDMONT AND NORTHERN RAILWAY, LLC, a Delaware limited liability company, whose address is 2255 Glades Road, Boca Raton, Florida 33431 ("P&N"), PATRIOT RAIL SERVICES, INC., a Delaware corporation, whose address is 2255 Glades Road, Boca Raton, Florida 33431 ("PR Services"), and PATRIOT RARUS ACQUISITION CORP., a Florida corporation ("Rarus Corp."), (collectively the "Borrowers").

**RECITALS**

- A. Certain of the Borrowers and Fifth Third Bank ("Fifth Third") entered into that Loan and Security Agreement dated as of March 4, 2010 pursuant to which Fifth Third agreed to make certain Capex, Revolving and Term Loans to Borrower (the "Loan and Security Agreement").
- B. Pursuant to the Loan and Security Agreement, certain of the Borrowers and Fifth Third entered into an Assignment of Rents and Lessor's Interest in Leases (the "Assignment Agreement"), dated as of March 4, 2010, and naming Fifth Third as Assignee.

- C. Borrowers have entered into an Amended and Restated Loan Agreement with Fifth Third, dated as of December 30, 2010 (the "Fifth Third Loan Agreement"), and Borrowers have entered into a Loan Agreement with The Prudential Insurance Company of America ("Prudential"), dated as of December 30, 2010 (the "Prudential Loan Agreement"), and collectively with the Fifth Third Loan Agreement, the "Loan Agreements")
- D. The parties desire to add Fifth Third Bank, as collateral agent for the lenders from time to time parties to the Loan Agreements as an Assignee pursuant to the terms of the Assignment Agreement.
- E. As a condition to the lenders from time to time party to the Loan Agreement extending financial accommodations to the Borrowers, each of DeQueen Railroad, Texas Railroad, Golden Triangle Railroad, Columbia Railroad, Patriot Woods Railroad, Mississippi Railroad, Rarus Corp., P&N and PR Services (the "Joining Railroads") have agreed to join and become bound by the Assignment Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. All references to "Assignee" in the Assignment Agreement shall be deemed to include Fifth Third Bank, as collateral agent for the lenders from time to time parties to the Loan Agreements.

2. All references to the "Loan Agreement" in the Assignment Agreement shall be deemed to include both Loan Agreements.

3. All references to "Obligations" in the Assignment Agreement shall be deemed to include both the "Obligations" as defined in the Fifth Third Loan Agreement and the "Obligations" as defined in the Prudential Loan Agreement.

4. All references to "Loan Documents" in the Assignment Agreement shall be deemed to include both the "Loan Documents" as defined in the Fifth Third Loan Agreement and the "Loan Documents" as defined in the Prudential Loan Agreement.

5. All references to the "Bank" in the Assignment Agreement shall be deemed to mean Fifth Third Bank, as collateral agent for the lenders from time to time parties to the Loan Agreements.

6. Section 17(c) of the Assignment Agreement is deleted and the following Section 17(c) is substituted in lieu thereof:

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles.

7. Each of the Joining Railroads hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such Joining Railroad will be deemed to be a party to the Assignment Agreement and an "Assignor" for all purposes of the Assignment Agreement as if it

had executed the Assignment Agreement. Each Joining Railroad hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Assignment Agreement

8. Each of the Joining Railroads acknowledges and confirms that it has received a copy of the Assignment Agreement, together with Exhibit A thereto. Exhibit A to the Assignment Agreement is hereby replaced in its entirety by Exhibit A attached to this Amendment.

9. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same Agreement. Any facsimile copies or .pdf copies hereof or signature hereon shall, for all purposes, be deemed originals.

10. Except as expressly set forth herein, all of the terms, covenants, agreements and conditions set forth in the Assignment Agreement shall remain unmodified and in full force and effect. To the extent any of such terms, covenants, agreements or conditions in the Assignment Agreement may contradict or be in conflict with the Assignment Agreement, as amended hereby, such terms, covenants, agreements and conditions are hereby deemed modified and amended accordingly, effective as of the date hereof, to reflect the terms and conditions of the Assignment Agreement, as amended hereby.

[Signatures on following page]

IN WITNESS WHEREOF, the Borrowers have executed this Amendment to Assignments of Rents and Lessors' Interest in Leases as of the date first above written.

PATRIOT RAIL CORP., a Delaware corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

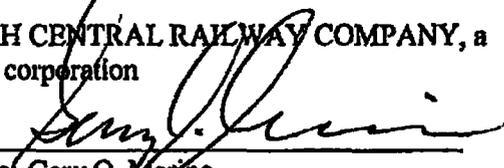
TENNESSEE SOUTHERN RAILROAD COMPANY, a Tennessee corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

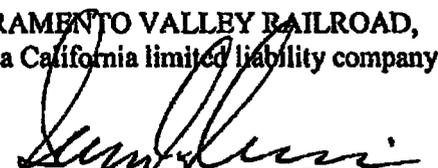
RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

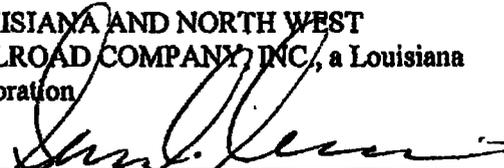
UTAH CENTRAL RAILWAY COMPANY, a Utah corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

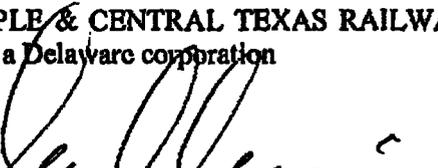
SACRAMENTO VALLEY RAILROAD, LLC, a California limited liability company

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

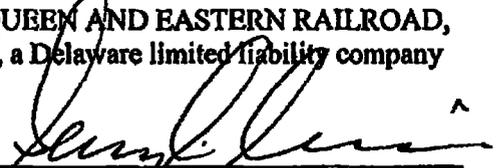
LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

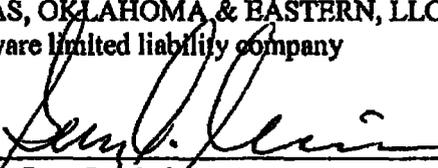
TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

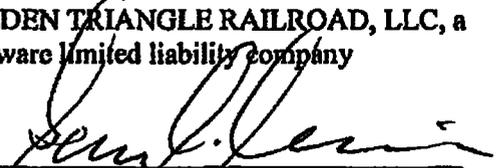
DEQUEEN AND EASTERN RAILROAD, LLC, a Delaware limited liability company

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

TEXAS, OKLAHOMA & EASTERN, LLC, a Delaware limited liability company

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

GOLDEN TRIANGLE RAILROAD, LLC, a Delaware limited liability company

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

COLUMBIA & COWLITZ RAILWAY, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Gary O. Marino  
Title: President and Chief Executive Officer

PATRIOT WOODS RAILROAD, LLC, a  
Delaware limited liability company

By: [Signature]  
Name: Gary O. Marino  
Title: President and Chief Executive Officer

MISSISSIPPI & SKUNA VALLEY  
RAILROAD, LLC, a Delaware limited liability  
company

By: [Signature]  
Name: Gary O. Marino  
Title: President and Chief Executive Officer

PIEDMONT AND NORTHERN RAILWAY,  
LLC, a Delaware limited liability company

By: [Signature]  
Name: Gary O. Marino  
Title: President and Chief Executive Officer

PATRIOT RAIL SERVICES, INC, a Delaware  
corporation

By: [Signature]  
Name: Gary O. Marino  
Title: President and Chief Executive Officer

Agreed and accepted:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a  
Michigan banking corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed and accepted:

Prudential Insurance Company of America

By: \_\_\_\_\_

Its: \_\_\_\_\_

PATRIOT RARUS ACQUISITION CORP., a  
Florida corporation

By:   
Name: Gary O. Marino  
Title: President and Chief Executive Officer

STATE OF Florida )  
 ) ss  
COUNTY OF Palm Beach )

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT of TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public

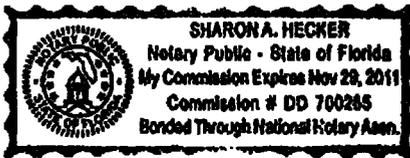
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF Palm Beach )<sup>SS</sup>

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CARLO MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT of RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

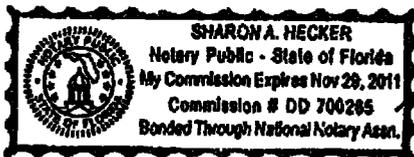


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF Palm Beach )<sup>SS</sup>

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CARLO MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT of UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

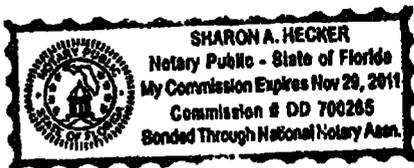


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF Palm Beach )<sup>ss</sup>

On this \_\_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of SACRAMENTO VALLEY RAILROAD, LLC, a California limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public

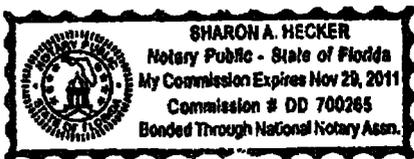
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF Palm Beach )<sup>ss</sup>

On this \_\_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public

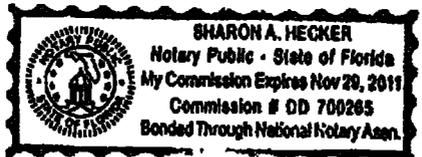
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF LAMBERT )<sup>SS</sup>

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF LAMBERT )<sup>SS</sup>

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT of DEQUEEN AND EASTERN RAILROAD LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

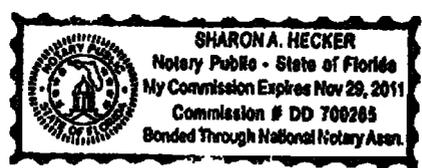


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Palm Beach ) ss

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of TEXAS, OKLAHOMA & EASTERN RAILROAD LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Palm Beach ) ss

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of GOLDEN TRIANGLE RAILROAD LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

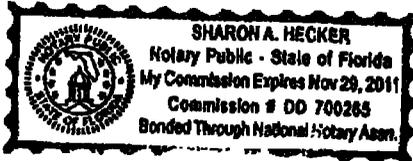


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Lambert )<sup>ss</sup>

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY D. MAGINO to me personally known, who being by me duly sworn, says that he is the President of COLUMBIA & COWLITZ RAILWAY LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

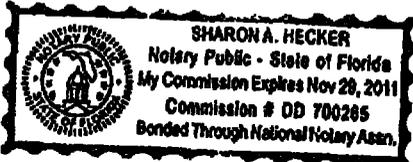


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Lambert )<sup>ss</sup>

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY D. MAGINO to me personally known, who being by me duly sworn, says that he is the President of PATRIOT WOODS RAILROAD LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

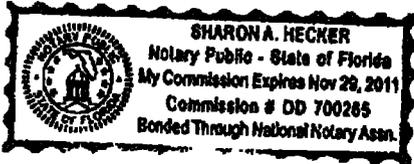


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
 ) ss  
COUNTY OF Lambert )

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CARY D. MARINO to me personally known, who being by me duly sworn, says that he is the President of MISSISSIPPI & SKUNA VALLEY RAILROAD LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

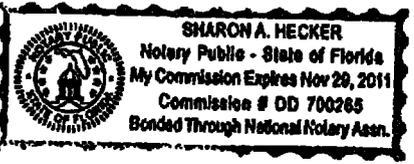


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
 ) ss  
COUNTY OF Lambert )

On this \_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CARY D. MARINO to me personally known, who being by me duly sworn, says that he is the President of PIEDMONT AND NORTHERN RAILWAY LLC, a Delaware limited liability company, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

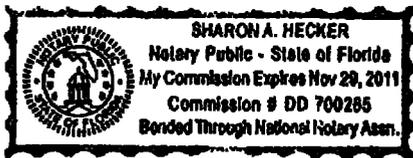


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Sumter ) ss

On this \_\_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of PATRIOT RAIL SERVICES, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Managers and Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public

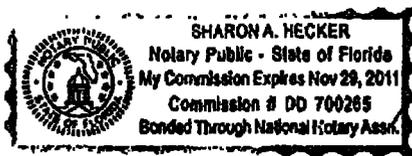
My Commission Expires:

Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Sumter ) ss

On this \_\_\_\_\_ day of December, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the President of PATRIOT RAIL CORP., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



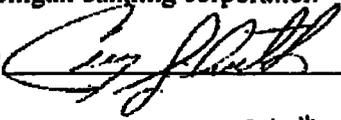
Sharon A. Hecker  
Notary Public

My Commission Expires:

Nov. 29, 2011

Agreed and accepted:

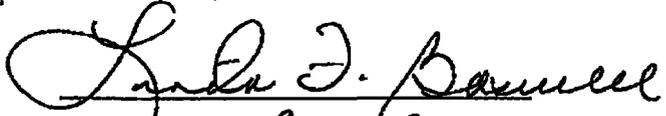
Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By:  \_\_\_\_\_

Its: \_\_\_\_\_  
Craig Schuth  
Vice President  
Fifth Third Bank

State of ILLINOIS )  
 ) ss.:  
County of Cook )

On the 30<sup>th</sup> day of December in the year 2010, before me, Craig SeHUTH, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me to be the person who executed the within instrument as VICE PRESIDENT on behalf of Fifth Third Bank, and acknowledged to me that the corporation executed it.

  
Notary Public for COOK COUNTY  
My Commission expires 07/13/2013

**Patriot Rail Corp.**

- **Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.**

**A. TRACKS AND BRIDGES**

1. None

- **Rail Equipment**

**A. LOCOMOTIVES**

1. None

**B. ROLLING STOCK**

1. None

**C. AUTOMOBILES**

1. None

**D. MAINTENANCE OF WAY EQUIPMENT**

1. None

**Rarus Railway Company  
d/b/a  
Butte, Anaconda and Pacific Railway**

- **Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.**

**A. TRACKS AND BRIDGES**

1. Main Line Tracks – 26.2 miles of various grade rail
2. Yard Switching and other tracks – 33.4 miles of various grade rail
3. 16 timber/pile trestle approximately 783 lineal ft
4. 7 thru plate girder (steel & concrete) approximately 886.3 lineal ft.
5. 1 concrete dec/steel piles approximately 72.5 lineal ft.
6. 21 Crossings and crossing signals

• **Rail Equipment**

**A. LOCOMOTIVES**

**B. ROLLING STOCK**

1. (5) Ballast cars
2. (19) Flat cars
3. (3) Air dumps
4. (2) Steel flat cars
5. (1) High side flat cars
6. (1) Tank car
7. (1) Box car, wooden
8. (1) Caboose

**C. AUTOMOBILES**

1. 1979 Chevy ¾ ton crew truck – VIN – CKL249F467945
2. 1994 Chevy 3500 mechanics truck – VIN – 1GBJK34K5RE118450
3. 2005 Chevy HD2500 crew truck – VIN – 1GCHK23U55F808260
4. 1995 Chevy 2500 fuel truck – VIN – 1GCFK24K9SZ124696
5. 1979 Chevy C60 crew truck – VIN – C16DB9V116024
6. 1991 Volvo WG64 dump truck – VIN - 4V2JCBLF1MR809755
7. 1979 Chevy ¾ ton fuel truck – VIN – CCL249F341575
8. 2000 Chevy 2500 maintenance truck – VIN – 1GCGK24J8YR186787
9. 1990 Chevy 2500 ¾ ton reg. cab – VIN – 1GCFK24J8YR186787
10. 1973 Chevy 2 ton rip track boom truck VIN – 1D9FS1624N1109546
11. 1980 Chevy 2 ½ ton flatbed dump- VIN – C17DDAV117236
12. 1979 GMC Sierra 7000 boom/pole truck – VIN – T17DE9V570040

## EXHIBIT A

13. 1993 Chevy 2wd, hi-rail crew cab – VIN – 1GCGC33K6PJ387257
14. 1997 Ford F350 flatbed – VIN – 1FDKF38F6VEB15452
15. 2004 Gooseneck trailer – VIN – 4DYFS252341024657
16. Miller, tilt top trailer – VIN 13000
17. 2001 Chevy Silverado, crew truck – VIN – 1GCEK19TX1E275558
18. 1993 Chevy 3500 crew cab hi-rail – VIN – 1GCGC33KOPJ401282
19. 2001 Ford 250 supercab truck - VIN – 1FTNX821S81ED60618
20. 1995 Ford Supercab 150 - VIN – 1FTEX14N4SKA10373
21. 1988 Ford F800 diesel wrecker truck – VIN – 1FDXK84A2JVA56192
22. 1992 DCT trailer – VIN – 1D9FS1624N1109546
23. 1987 Homemade trailer – VIN - SNTR38457MY
24. 1968 Peterbilt feight hauler – SERIAL NO. - 26832

### D. MAINTENANCE OF WAY EQUIPMENT

1. 1994 John Deere 301D Backhoe – SERIAL NO. - 800718
2. 1990 Hitachi EX150, Excavator – SERIAL NO. - 1331609
3. 1987 Fairmont W119B2 Tie Exchanger – SERIAL NO. - 252819
4. Geismar MRT Tie Inserter – SERIAL NO. - 6902
5. 1991 Fairmont W96 D1-1 Spiker
6. 1987 Geismar Tie Inserter – SERIAL NO. - 85027
7. Kershaw Tie Crane
8. 1947 Caterpillar D4 Dozer – SERIAL NO. – 7U7159
9. Fairmont Spike Puller, Dual spike puller
10. 1987 Gradall Track Star – SERIAL NO. – 220C
11. Jackson 6500 Tamper – SERIAL NO. - 135531
12. 1978 Pettibone 441-B Speedswing – SERIAL NO. - 2301

## EXHIBIT A

13. Tamper Stalf – SERIAL NO. - 2472813
14. 1989 Stanley HP-175 Hydraulic Power Unit – SERIAL NO. 1651
15. 1994 Jackson 950 Tie Crane – SERIAL NO. - 151899
16. Kershaw 4FW-E12 Ballast Regulator – SERIAL NO. – 4FW-627
17. 1984 Fairmont 60-4 Undercutter – SERIAL NO. - 4781034
18. 1972 Ingersol Rand Spot Air compressor – SERIAL NO. – 104CA3
19. Hobart 300 Track Welder
20. Ingersol Rand Pavement Breaker
21. Fairmont Gang Car (Motor Car)
22. Jacks 35-ton
23. 2002 Bobcat
24. 1970 P&H Crane 15-ton Crane
25. Hyster H70C Lift Truck
26. Hyster H70C Challenger Lift Truck
27. Hyster H25E Challenger Lift Truck
28. 1984 Pettibone 441-C Speedswing – SERIAL NO. - 2736
29. 1982 Caterpillar Front End Loader
30. (2) Jacks 100-ton
31. 1944 Buda Chor Boy ½ ton capacity
32. Air compressor
33. 1987 Welder

### **Tennessee Southern Railroad Company, Inc.**

- **Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.**

#### **A. TRACKS AND BRIDGES**

**EXHIBIT A**

1. Main Line Tracks – 43.6 miles of various grade rail
2. Yard Switching and other tracks – 20.60 miles of various grade rail
3. 3 concrete beam bridges approximately 1,321 lineal ft.
4. 1 Steel beam bridge approximately 2,648 lineal ft.
5. 61 Crossings and crossing signals

• **Rail Equipment**

**A. LOCOMOTIVES**

1. None

**B. ROLLING STOCK**

1. (8) Open Top Hopper

Open Top Hopper - # 5022  
Open Top Hopper - # 5051  
Open Top Hopper - # 5054  
Open Top Hopper - # 5055  
Open Top Hopper - # 5056  
Open Top Hopper - # 5068  
Open Top Hopper - # 5069  
Open Top Hopper - # 5070

2. (3) Covered Hopper
3. (1) Caboose
4. (1) Flat car
5. (1) Tool car
6. (3) Boxcars

Box car GNRR 60000  
Box car GNRR 12129  
Box car GNRR 12049

7. (1) Coil steel Gondola Car

**C. AUTOMOBILES**

1. 1996 Chevy C2500 hi-rail truck with Fairmont 307 gear – VIN – 1GCGC24ROTE162955

EXHIBIT A

2. 1989 Jeep Cherokee – VIN – 1J4FJ28L3KL435866
3. 1995 GMC Truck – VIN – 1GDKP32K9S3501793
4. 1989 Ford F800 hi-rail truck w/ hydraulic gear and a national series 300B – VIN – 1FDPK84A1KVA56282
5. 1992 Ford F800 hi-rail truck with Fairmont gear and an IMT 425AT crane – VIN – 1FDXK84AXNVA26878
6. 1992 Ford – VIN – 1FDTF15Y4NLA25808
7. 1995 Ford F350 pick-up – VIN – 1FDJF37F1SEA45612
8. 1992 Ford F800 hi-rail truck with DMF 1630 gear and an IMT 3016 crane – VIN – 1FDXK84A7NVA24148
9. 1998 Chevy –VIN – 1GBGC34ROWE220609
10. 1999 Chevy C3500 hi rail truck with Fairmont 307 gear – VIN – 1GCGC34R7XF0811215
11. 2000 Ford F350 hi-rail truck with Fairmont 307 gear – 1FTSX31L8YEC47201
12. 1993 Dodge Dakota - VIN 1B7FL26G2PS216707
13. 1999 International 8100 – VIN – 1HSHBAHNXXH219716
14. 2008 Ford F250 – VIN – 1FTSW21598EE07004
15. 2004 Dodge Durango – 1D4HB38N14F225239
16. 2003 Ford F250 – VIV – 1FTNF21L13EB31759

**D. MAINTENANCE OF WAY EQUIPMENT**

1. Jackson 5500 Regulator - SERIAL NO. - 137137
2. Spike Puller
3. Alamo Flail Mower – model AB20 – SERIAL NO. - 43505
4. Gardener / Denver blower , model P5CD119L7 – SERIAL NO.- U71894
5. Cameron Mark II Electromatic Switch Tamper with Torsion beam, model ESTDAG – SERIAL NO. - 108720

EXHIBIT A

6. Railway track-work brush cutter w/ Alamo mower, model TH2170A
7. Kershaw Tie Crane – SERIAL NO. – 12-663-84
8. Tamper/ Harsco Tamper, Mark I – SERIAL NO. – JRA-J675325
9. Nordberg spiker/gauger , model Super B – SERIAL NO. - 432
10. Jackson Tie Inserter, model 925 – SERIAL NO. - 136089
11. Kershaw Regulator, model 26-2-1 – SERIAL NO. - 1608
12. Manitowac crawler crane – SERIAL NO. - 3966
13. Hyster Fork Lift, model H165E – SERIAL NO – B7P59415
14. Clark Fork Lift
15. Hyster Fork Lift, model H800A – SERIAL NO. – A19P1576H
16. CAT 988A rubber loader with 5 yard bucket, model 988AWC
17. Case Backhoe, model 580SM- SERIAL NO. – JJG0284588
18. Hood Loader, model 24000 – SERIAL NO. - 243780
19. JL case back hoe, model 580K – SERIAL NO. – JJCC133778
20. Hyster Forklift, model H200HS – SERIAL NO. – C007P032422
21. Bi pass grapple
22. Fleco grapple, model MY980220
23. Cat Forklift, model V160B
24. Komatsu Forklift, model FD70-7
25. Hyster forklift, model H200IIS
26. Komatsu forklift, model FC30HT-12
27. Clark forklift, model CGP40
28. Hyster Forklift, model S100XL2
29. Econoline 18 Ton Heavy Duty Dual Tandem Dovetail

**Sacramento Valley Railroad**

- **Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.**

**A. TRACKS AND BRIDGES**

1. None

- **Rail Equipment**

**A. LOCOMOTIVES**

1. None

**B. ROLLING STOCK**

1. None

**C. AUTOMOBILES**

1. 2008 Ford F150 XLT – VIN – 1FTPX12558FA59904

**D. MAINTENANCE OF WAY EQUIPMENT**

1. None

**Utah Central Railway Company**

- **Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.**

**A. TRACKS AND BRIDGES**

1. Yard Switching and other tracks – 0.84 miles of various grade rail

- **Rail Equipment**

**A. LOCOMOTIVES**

1. (3) B30-7 General Electric Transportation systems built 1979, 3000 Horsepower locomotive – UCRY 7780, UCRY 7806, UCRY 7742

**B. ROLLING STOCK**

1. None

**C. AUTOMOBILES**

1. 2003 Dodge Durango – VIN – 1D4HS48Z73F519543
2. 2004 Dodge Dakota – VIN- 1D7HG38N24S636967
3. 2006 Dodge Dakota – VIN – 1D7HW48N66S671975
4. 2002 Dodge 1500 – VIN – 3D7HU18Z12G146167
5. 2010 Ford Explorer – VIN – 1FMEU7DEOAUAO5388

**D. MAINTENANCE OF WAY EQUIPMENT**

1. Know Kershaw Utility Vehicles, built 2004 – SERIAL NO. – 002-750-04
2. Burro Crane, model 40-405, built 1976 – SERIAL NO. - 152409
3. CAT backhoe- 416C, built 1998 – SERIAL NO. - 1103876
4. Kershaw Model 26-2 Ballast Regulator, built 1984

**Louisiana and North West Railroad Company, Inc.**

- Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.

**A. TRACKS AND BRIDGES**

1. Main Line Tracks – 55.42 miles of various grade rail
2. Yard Switching and other tracks – 6.31 miles of various grade rail
3. Approximately 195,592 cross ties under rail
4. 57 Open-Deck Wooden Bridges approximately 4,539 lineal ft.

- Rail Equipment

**A. LOCOMOTIVES**

1. None

**B. ROLLING STOCK**

1. 4 50 ft. boxcars, 12000 series, build 1976

**C. AUTOMOBILES**

## EXHIBIT A

1. a. 99 Ford F150 Supercab VIN 2FTRX17W7XCA38752
2. b. 2000 Ford F550, 4-door, 17,500 GVW VIN 1FDAW56F2YEB51136  
(hydraulic hy-rail, flat bed, crane)
3. c. 2001 Ford F550, 2-door, 17,500 GVW VIN 1FDAF56F01EA81156  
(hydraulic hy-rail, flat bed, crane)
4. d. 2004 Ford F550, 4-door, VIN 1FDAW56P64EA84060 (hydraulic hy-rail,  
flat bed, crane)
5. 2004 Ford F550, 2-door Ext. Cab, VIN 1FDAX56P14E84061, (flat bed, crane,  
boxes)
6. 2004 Ford 150, 4-door, VIN 1FTPW12584KD81621
7. 2005 Freightliner, VIN 1FVACWCSX5HV12230, (hy-rail, flat bed, crane, boxes)

### D. MAINTENANCE OF WAY EQUIPMENT

1. Ingersoll-Rand Air compressor, 1993 model P130WJD – SERIAL NO. –  
235069VFD
2. Knox Kershaw KBR 850 Tier 3 Ballast Regulator
3. Kershaw Tie Crane, Model 12-5 – Build 1998 – SERIAL NO. – 12-981-98
4. Harsco Tamper, Model 6700 truss-type Switch and Production Tamper with  
computer curve aligner – SERIAL NO. - 153382
5. John Deere Model 300B Backhoe/Loader, build 1974
6. John Deere Model 210C Backhoe/Loader, build 1989 – SERIAL NO. - 753131
7. 1 Stihl gasoline powered rail saws
8. 2 Gasoline powered rail drills
9. 3 Gasoline powered chain saws
10. 1 Racor Model C gasoline powered track bolt tightener
11. 1 1994 Gcismar gasoline powered Model BSR8 track bolt tightener
12. 1 Honda gas powered generator, 1998 model EM 2500XK – SERIAL NO. –  
EZCN1067151

EXHIBIT A

13. 1 Honda gas powered generator, 1998 model EM 1800 – SERIAL NO. - 1055963
14. 1 Honda gas powered generator, 1999 model EM3500SX – SERIAL NO. – EA6-1132204
15. 1 Geismar PR8 Rail Drill – SERIAL NO. - 28223
16. 1 Lincoln gasoline powered AC/DC welder, Model G-8000 – SERIAL NO. – 9932-U7930207448
17. 1 Lincoln gasoline powered AC/CD welder, Model 6000 – SERIAL NO. – A1075136
18. 1 Delco steam cleaner, model Versa 4200 – SERIAL NO. – 493-46623
19. 1 KGT Hy-rail Crane with telescopic boom, hydraulic winch, excavating bucket, back hoe boom and bucket. – SERIAL NO. – KGT 4403
20. 2 Geismar Rail Trolleys
21. 3 Grass Trimmers
22. 1 Champion 10HP Kohler air compressor Model No 20-471 – SERIAL NO - 24699
23. 1 Troy Bilt 6 HP bigwheel string trimmer/mower, Model 52028
24. 1 Campbell Hausfield 5 HP 230V air compressor Model CL281300AJ – SERIAL NO. - 42123
25. 1 Model CP 894 1 inch air impact wrench
26. 1 20 Ton Cal Hawk hydraulic shop press – SERIAL NO. – JM9705001840
27. 4 Triangle TPC 4213 SN A94, wheeled floor fans
28. Racine rail drill

**Temple & Central Texas Railway, Inc.**

- Rail, Track and Materials – consisting of track, ties, ballast, all OTM, bridges, crossings, and crossing signals.

**A. TRACKS AND BRIDGES**

1. None

**EXHIBIT A**

• **Rail Equipment**

**A. LOCOMOTIVES**

1. None

**B. ROLLING STOCK**

1. None

**C. AUTOMOBILES**

1. 2007 Dodge Ram 1500 – VIN 1D7HA1820J635807

**D. MAINTENANCE OF WAY EQUIPMENT**

1. None

**Patriot Rarus Acquisition Corp.**

**Purchased Assets**

Real Property, buildings and improvements and Track.

**Columbia & Cowlitz Railway Company**

**Mobile Vehicles and Related Items**

2006 Ford, F250 VIN 1FTSX21526EA85347  
2006 Ford, F250 VIN 1FTSX21596EB19302  
2006 Freightlin, M2 106 Heavy Duty VIN 1FVAC2CS16HW99643  
2007 Ford, F150 VIN 1FTPW14V87FA13031  
1999 Ford F250, VIN 2FTPX28W0XCA55095  
#048 1994 FORD F-150 TRUCK S/N# 2FTHF26H2RCA63326  
2001 FORD F250, VIN 3FTNX21L51MA35301  
JACKSON TIE INSERTER  
FORKLIFT  
2005 Ford, F150, VIN 1FTRX14W25NB65159

**Locomotives, Cars and Related Items**

MK GP7 LOC1 701 REBUILT&RENUMBER LOC1702  
MK GP7 LOC1 701 REBUILT&RENUMBER LOC1702  
MKGP7 LOC1701 REBUILT&RENUMBERED LOC1702  
GP 20 NEW LOCI 701  
GP 20 NEW LOCI 700

**Miscellaneous Equipment**

TWO NEW BALLAST CARS  
BALLAST CARS – TWO  
BALLAST CARS – TWO  
CABOOSE #599  
JACKSON 950 BRIDGE CRANE  
30T SAND TOWER  
LOCOMOTIVE LOAD BOX  
RAIL SAW  
3 BACKSAVER SWITCH STAND  
13 RE-RAILERS  
3 PORTABLE OXY/ACYL TANKS  
2 WOODEN PUSH CARTS  
STANLEY HYDRAULIC UNIT POWER SUPPLY  
2 OVERHEAD PROJECTORS  
AIR COMPRESSOR (SHOP AIR) SULAIR  
2 25k TRANSFORMERS (NEW)  
SEAT GRINDER  
VALVE GRINDING MACHINE  
20' LATHE AXELSON  
25' LATHE AXELSON  
2 POLE SAWS  
2 CHAIN SAWS  
2 BBQ PIT (GAS) COMMERCIAL  
10T OVER HEAD CRANE

AIR COMPRESSOR/DRYER  
HYDRAULIC PRESS  
WHEEL BEARING MACHINE  
400T PRESS  
2 AXLE BEARING PULLERS  
CUT OF SAW  
4 MANUAL CAR JACKS  
TRACK MOBILE  
2 AXLE TRUCKS FOR GP LOCO  
SMALL SAND BLASTER  
SMALL HYDRAULIC PRESS  
SMALL DRILL PRESS  
MAIN BEARING HYDRAULIC WRENCH  
6 TORCH SETS  
MILLER WELDER MODEL SRH-444, SERIAL #71-602191 (does not work)  
MILLER WELDER MODEL SRH-444(s), SERIAL #5411548  
MILLER WELDER MODEL SIDE KICK, SERIAL #JH303722 (wire feed)  
MILLER WELDER MODEL SRH-44, SERIAL 3 T466473  
MILLER WELDER MODEL MILLERMATIC 251, SERIAL #LH030581b (wirefeed)  
MILLER WELDER MODEL S-22A, SERIAL #KH451584 (wirefeed)  
MILLER WELDER MODEL SRH-444, SERIAL #71-578950  
MILLER WELDER MODEL SRH-404, SERIAL #HF837787 (does not work)  
MILLER WELDER MODEL CP-200, SERIAL #HD659039 (does not work)  
MILLER WELDER MODEL BIGD4, SERIAL #HF848825 (does not work)  
MILLER WELDER MODEL MILLER THUNDERBOLT 225V  
MILLER WELDER MODEL AEAD-200LE, SERIAL #JH309302  
DEWALT AIR COMPRESSOR MODEL MK200/P\_2m, SERIAL #40274374  
HYDRAULIC PIPE BENDER, MODEL GB EVERPAC, L-389.026  
HYDRAULIC DRILLS  
WELDER/WIRE FEEDER HOBART, MODEL TR-300, SERIAL #79WS13489  
WELDER/WIRE FEEDER, HOBART, MODEL PERFORMER 16, SERIAL  
#296WP03860  
WELDER/WIRE FEEDER, LINCOLN MODEL R3R-400, SERIAL #AC360900  
  
WELDER/WIRE FEEDER POW CON, MODEL 300 SM, SERIAL #3M206301 (wirefeed)  
WELDER/WIRE FEEDER, LINCOLN MODEL LN-25, SERIAL #U1921105177  
(wirefeed)  
Miscellaneous Items  
NEW OFFICE FURNITURE

**DeQueen and Eastern Railroad Company**

**Mobile Vehicles and Related Items**

2005 Freightliner M2, VIN 1FVHC3DC95HV65778  
2004 Ford F150, VIN 1FTPW14544KC19465  
2007 Ford Explorer, VIN 1FMEU73E27UA47457  
2007 Ford, F250 VIN 1FTSW21P97EA55669

2007 Ford F150, VIN 1FTRX12W87FA29473  
2007 Ford Explorer, VIN 1FMEU73E27UA82256  
2008 Chev Silverado, VIN 1GCHK39KX8E217671  
2008 Chev Silverado, VIN 1GCHK39K58E218257  
2009 Chev Silverado, VIN 1GCHK53K59F120412  
KERSHAW BALLAST REGULATOR  
TAMPER PANDROL JACKSON  
TRACTOR AND BUSHHOG  
1994 FORD F 150 STYLESIDE, VIN 1FTDF15Y5RNB07419  
1995 FORD F 250, VIN 1FTHF25H05LB54012  
1995 F 350 FORD, VIN 1FDKF37H6SEA75355  
97 FORD F-350 CREW CAB, VIN 1FTJW36F8VEB80449  
FREIGHTLINER FL80 2002, VIN 1FVHBXAK93HL73070  
2002 FREIGHTLINE FL 70 CREW CAB, VIN 1FVABTC73DL07423  
KOMATSU WHEEL LOADER A31186  
CAT 950 LOADER-SN 81J11149  
JACKSON TIE INSERTER AND EXTRACTOR  
1989 CLARKFORK LIFT  
SWINGMASTER CRANE ATTACHMENT  
SWING LOADER  
ALL TERRAIN FORKLIFT  
SPIKE PULLER/PULLING HEAD  
1983 CASE BACKHOE TRACTOR  
1993 CHEVROLET HYRAIL DUMPTRUCK  
ATLAS CRANE ESCAVATOR  
CLARK FORK LIFT  
CLARK FORKLIFT  
CLARK LIFT TRUCK  
USED 3-AXLE TRACTOR  
1995 FORD F350  
1994 FORD 350 WHITE, VIN 1FDK37M74NA43814  
CLARK FORK LIFT 1986  
BRIDGE CRANE  
CHIP RELOAD-SKID STEER LOADER  
**Locomotives and Related Items**  
DIESEL ELECTRIC LOCOMOTIVE D-7  
LOCOMOTIVE #818  
LOCOMOTIVE #817  
LOCO WINDOW REPLACEMENT D-7  
**Machinery and Equipment**  
LOCOMOTIVE WHEEL BORING MILL  
TR 289 40-T LOWBOY TRAILER S/N 3075 1981  
SHOP BRIDGE CRANE  
SHOP BRIDGE CRANE  
300 TON WHEEL PRESS  
24 X 36 LEBLOND REGAL LATHE

ROLLER BEARING PULLER  
LE BLOND REGAL ENGINE LATHE  
JOY TWIST AIR-AIR COMP/SN 114625  
BRIDGE CRANE FOR CAR/LOCO REPAIR SHOP  
50' WHEEL TURNING MACHINE  
PORTABLE AIR COMPRESSOR  
CAR AND LOCOMOTIVE WHEEL BORING MILL  
YANMAR TRACTOR SALES TAX  
POWER ASSEMBLY REMOVAL TOOL JH-1  
JOURNAL BURNISHING ROLLS  
MISC SHOP CERTIFICATION EQUIP  
BORING BAR  
MAGNA FLUX SYSTEM  
WELDING POSITIONER  
WHEEL LATHE TRACER CONTROL  
HYDRAULIC PRESS  
BEARING PULLER  
SHOP FLAME CUTTING MACHINE  
1977 LOADER (REFURBISHING COSTS)  
FLASING SIGNAL  
LOCOMOTIVE LOAD BOX  
CHIP RELOAD-DUMPER FOUNDATION  
CHIP RELOAD-ELECTRICAL  
CHIP-RELOAD CONVEYOR  
CHIP RELOAD-CONVEYOR FOUNDATION  
CHIP RELOAD-PULLER  
CHIP RELOAD PULLER FOUNDATION  
CHIP RELOAD-DUMPER  
HYDRAULIC BRIDGE TOOLS  
PLAZMA CUTTER  
LOCO RADIOS - MOTOROLA RADIOS  
POWER TRACK WRENCH  
GENIE Z45 MANLIFT  
WHEEL WASHER  
PORTABLE ELECTRIC JACKS  
LINCOLN WELDER A655769 (does not work)  
LINCOLN WELDER A568122 (does not work)  
LINCOLN WELDER A982479  
LINCOLN WELDER A498789  
LINCOLN WELDER A2R85889  
LINCOLN WELDER A655815  
LINCOLN WELDER A520292  
LINCOLN WELDER A46754  
MILLER BOBCAT WELDER LA014052  
MILLER BOBCAT WELDER JK562757  
MILLER BOBCAT WELDER K0401650

MILLER BOBCAT WELDER KA758082  
MILLER BOBCAT WELDER KJ138019  
MILLER BOBCAT WELDER JH200178  
MILLER BOBCAT WELDER KA790903  
MILLER BOBCAT WELDER J5503907 (does not work)  
MILLER BOBCAT WELDER KE581941  
MILLER BOBCAT TRUCK 254 WELDER  
TRUCK 240 – WELDER MILLER BOBCAT 250 LG0852821  
AIR CO. 72-616276 MOW WELDER  
LINCOLN 1054763 MOW WELDER

**Miscellaneous Items**

DAVIS KEY SEATER SN15-271  
CONWED PARTITONS

**Golden Triangle Railroad**

**Locomotives and Related Items**

LOCOMOTIVE G-1  
LOCOMOTIVE #819  
LOCOMOTIVE #810  
LOCOMOTIVE G-1 ADDITION  
LOCOMOTIVE # 819 – ADDITION  
LOCOMOTIVE # 810 – ADDITION

**Mobile Vehicles and Related Items**

1996 FORD F-250 2FTH25HXTCA71683  
2000 Ford F250 VIN 3FTNX20L4YMA33860  
2004 Ford F150 VIN 2FTRX18W14CA65374  
2005 FORD F350 HYRAIL  
HYSTER FORKLIFT  
25T OVERHEAD CRANE  
1 BAR OVER  
7' TRAILER  
20' TRAILER

MILLER BOBCAT WELDER, DELTAWELD 302 welder/wire feeder, serial  
#KJ259703

MILLER BOBCAT 225G WELDER, serial #KE631605

SMALL LINCOLN WELDER, LINCOLN IDEALARC 250 WELDER, serial  
#C1950600013

**Miscellaneous Equipment and Items**

MISC HAND/MAINT TOOLS  
2 SCREW POWERED JACKS  
2 PUSH CARS  
MISC HAND/MAINT TOOLS  
4 35TON ELECTRIC JACKS  
MISC HAND/MAINT TOOLS  
TOOL SET WSC 108 AB WILLIAMS  
4 35TON ELECTRIC JACKS FREIGHT  
CABOOSE #80 – ADDITION

AIR CONDITIONERS FOR LOCOS #810 &819  
CONFERENCE TABLE FROM REGION OFFICE 4/82  
CREDENZAS  
ONE USED DESK 24X44  
OFFICE FURNITURE ACQ BALANCE  
COMPUTER WORKSTATION  
BATTERY CHARGER  
HOIST SLING  
WEED SPRAYER  
LARGE AIR COMPRESSOR (SHOP AIR)  
SMALL AIR COMPRESSOR  
RAIL CUTTER/SAW  
2 CHAIN SAWS  
DIESEL FUEL TANK  
PORTABLE HEATER  
DRILL PRESS  
HYDRAULIC PRESS  
SANDER  
GENERATOR  
BBQ GRILL  
WIRE WELDER  
BOLT TIGHTENER  
2 OLD PUSH CARS  
MAGNOVOX TV  
DVD PLAYER  
SPEAKERPHONE  
EMPLOYEE LOCKERS  
**Mississippi & Skuna Valley Railroad Company**  
**Locomotives and Related Items**  
D-4 1200 HP LOCOMOTIVE  
ADDITION TO D-4 1200 HP LOCOMOTIVE  
1977 EMD LOCOMOTIVE D-5  
**Mobile Vehicles and Related Items**  
STARCH CAR - MSV 205  
STARCH CAR-MSV 204  
STARCH CAR-MSV 203  
1997 FORD HYRAIL TRUCK  
**Miscellaneous Equipment**  
TWO 100 TON AIR JACKS  
TWO WAY RADIO SYSTEM  
**Texas, Oklahoma & Eastern Railroad Company**  
**Locomotives and Related Items**  
EMD GP 40 LOCOMOTIVE  
GP 40 LOCOMOTIVE  
LOCO WINDOW REPLACEMENT D-20  
LOCO WINDOW REPLACEMENT D-16

LOCO WINDOW REPLACEMENT D-13 (LEASED)  
LOCO WINDOW REPLACEMENT D-12 (LEASED)  
LOCO WINDOW REPLACEMENT D-14 (LEASED)

GP-40-LOCOMOTIVE D-24  
GP-40-LOCOMOTIVE D-23  
GP 40 LOCOMOTIVE D-25

**Cars and Related Items**

GONDOLA 439  
GRAVEL HOPPER #820/1174  
GRAVEL CAR #811/ 1177  
GRAVEL HOPPER #810/1172  
GRAVEL HOPPER #806/1171  
GRAVEL HOPPER #854/1170  
GRAVEL HOPPER #803/1175  
CHIP CAR #1521  
CHIP CAR #1527  
CHIP CAR #1526  
CHIP CAR #1525  
CHIP CAR #1524  
CHIP CAR #1549  
CHIP CAR #1522  
CHIP CAR #1550  
CHIP CAR #1520  
CHIP CAR #1519  
CHIP CAR #1518  
CHIP CAR #1517  
CHIP CAR #1516  
CHIP CAR #1515  
CHIP CAR #1523  
CHIP CAR #1530  
CHIP CAR #1554  
CHIP CAR #1555  
CHIP CAR #1556  
CHIP CAR #1557  
CHIP CAR #1533  
CHIP CAR #1548  
CHIP CAR #1531  
CHIP CAR #1553  
CHIP CAR #1529  
CHIP CAR #1528  
CHIP CAR #1552  
CHIP CAR #1510  
CHIP CAR #1551  
CHIP CAR #1514  
CHIP CAR #1532  
CHIP CAR #1559

CHIP CAR #1574  
CHIP CARS #1573  
CHIP CARS #1572  
CHIP CAR #1568  
CHIP CAR #1567  
CHIP CAR #1566  
CHIP CAR #1565  
CHIP CAR #1564  
CHIP CAR #1563  
CHIP CAR #1512  
CHIP CAR #1560  
CHIP CAR #1513  
CHIP CAR #1558  
CHIP CAR #1508  
CHIP CAR #1511  
CHIP CAR #1534  
CHIP CAR #1562  
CHIP CAR #1509  
CHIP CAR # 1500  
CHIP CAR #1507  
CHIP CAR #1506  
CHIP CAR #1505  
CHIP CAR #1504  
CHIP CAR #1503  
CHIP CAR #1502  
CHIP CAR #1501  
CHIP CARS #1570  
CHIP CARS #1571  
CHIP CAR #1546  
CHIP CAR #1547  
CHIP CARS #1569  
CHIP CAR #1538  
CHIP CAR #1545  
CHIP CAR #1536  
CHIP CAR #1537  
CHIP CAR #1535  
CHIP CAR #1539  
CHIP CAR #1540  
CHIP CAR #1541  
CHIP CAR #1542  
CHIP CAR #1543  
CHIP CAR #1544  
LOG CAR #726  
LOG CAR 725  
BOX CAR # 1113  
TOE MW 756 FLAT

TOE MW 1123 FLAT  
TOE MW 1121 FLAT  
TOE MW 1124 FLAT  
POLE CAR #222  
POLE CAR #236  
TOE FLAT 137  
TOE FLAT 138  
POLE CAR #227  
POLE CAR #232  
MIW BALLAST CAR 1150  
BALLAST HOPPER 1151  
BALLASTSIDE DUMP CAR 1160  
CHIP GONDOLA # 1202  
CHIP GONDOLA # 1215  
CHIP GONDOLA # 1216  
CHIP GONDOLA # 1217  
CHIP GONDOLA # 1218  
CHIP GONDOLA # 1219  
CHIP GONDOLA # 1214  
CHIP GONDOLA #1201  
CHIP GONDOLA # 1203  
CHIP GONDOLA # 1204  
CHIP GONDOLA # 1205  
CHIP GONDOLA # 1206  
CHIP GONDOLA # 1207  
CHIP GONDOLA #1208  
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CHIP GONDOLA # 1212  
CHIP GONDOLA #1213  
CHIP GONDOLA # 1222  
CHIP GONDOLA # 1200  
CHIP GONDOLA # 1293  
CHIP GONDOLA # 1280  
CHIP GONDOLA # 1307  
CHIP GONDOLA #1306  
CHIP GONDOLA # 1305  
CHIP GONDOLA # 1304  
CHIP GONDOLA # 1303  
CHIP GONDOLA # 1302  
CHIP GONDOLA #1301  
CHIP GONDOLA # 1299  
CHIP GONDOLA # 1298  
CHIP GONDOLA # 1297  
CHIP GONDOLA #1296

CHIP GONDOLA # 1309  
CHIP GONDOLA # 1294  
CHIP GONDOLA # 1310  
CHIP GONDOLA # 1292  
CHIP GONDOLA # 1291  
CHIP GONDOLA # 1290  
CHIP GONDOLA # 1289  
CHIP GONDOLA #1288  
CHIP GONDOLA # 1287  
CHIP GONDOLA # 1286  
CHIP GONDOLA # 1285  
CHIP GONDOLA # 1284  
CHIP GONDOLA #1283  
CHIP GONDOLA # 1282  
CHIP GONDOLA # 1220  
CHIP GONDOLA # 1295  
CHIP GONDOLA # 1323  
GP 40 LOCOMOTIVE #D-14 1971  
GP 40 LOCOMOTIVE #D-13 1971  
GP 40 LOCOMOTIVE #D-12 1971  
CHIP GONDOLA # 1334  
CHIP GONDOLA # 1333  
CHIP GONDOLA # 1332  
CHIP GONDOLA # 1331  
CHIP GONDOLA # 1330  
CHIP GONDOLA # 1329  
CHIP GONDOLA # 1328  
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CHIP GONDOLA # 1326  
CHIP GONDOLA # 1308  
CHIP GONDOLA # 1324  
CHIP GONDOLA #1279  
CHIP GONDOLA #1322  
CHIP GONDOLA # 1321  
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CHIP GONDOLA # 1249  
CHIP GONDOLA # 1281  
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CHIP GONDOLA # 1236  
CHIP GONDOLA # 1250  
CHIP GONDOLA # 1234  
CHIP GONDOLA # 1233  
CHIP GONDOLA # 1232  
CHIP GONDOLA # 1231  
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CHIP GONDOLA # 1278  
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CHIP GONDOLA # 1274  
CHIP GONDOLA # 1273  
CHIP GONDOLA # 1272  
CHIP GONDOLA # 1271  
CHIP GONDOLA # 1270  
CHIP GONDOLA # 1269  
CHIP GONDOLA # 1248  
CHIP GONDOLA # 1267  
CHIP GONDOLA #1251  
CHIP GONDOLA #1257  
CHIP GONDOLA # 1252  
CHIP GONDOLA # 1253  
CHIP GONDOLA # 1254

CHIP GONDOLA # 1268  
CHIP GONDOLA # 1256  
CHIP GONDOLA # 1265  
CHIP GONDOLA # 1258  
CHIP GONDOLA # 1259  
CHIP GONDOLA # 1260  
CHIP GONDOLA # 1261  
CHIP GONDOLA #1262  
CHIP GONDOLA # 1263  
CHIP GONDOLA # 1264  
CHIP GONDOLA # 1255  
100 Ton Wood Chip Car TOE 1401  
100 Ton Wood Chip Car TOE 1424  
100 Ton Wood Chip Car TOE 1423  
100 Ton Wood Chip Car TOE 1422  
100 Ton Wood Chip Car TOE 1421  
100 Ton Wood Chip Car TOE 1420  
100 Ton Wood Chip Car TOE 1419  
100 Ton Wood Chip Car TOE 1418  
100 Ton Wood Chip Car TOE 1417  
100 Ton Wood Chip Car TOE 1416  
100 Ton Wood Chip Car TOE 1415  
100 Ton Wood Chip Car TOE 1414  
100 Ton Wood Chip Car TOE 1400  
100 Ton Wood Chip Car TOE 1404  
100 Ton Wood Chip Car TOE 1425  
100 Ton Wood Chip Car TOE 1402  
100 Ton Wood Chip Car TOE 1430  
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100 Ton Wood Chip Car TOE 1437  
100 Ton Wood Chip Car TOE 1438  
100 Ton Wood Chip Car TOE 1426

BALLAST CAR SPCX5201  
BALLAST CAR SPCX5202  
BALLAST CAR SPCX5203  
BALLAST CAR SPCX5204  
BALLAST CAR SPCX5206  
BALLAST CAR SPCX5207  
BALLAST CAR SPCX5209  
BALLAST CAR SPCX5210  
BALLAST CAR SPCX5211  
BALLAST CAR SPCX5212

**Mobile Vehicles and Related Items**

TIE HANDLING CRANE – JACKSON  
FAIRMONT SPIKER  
1989 RAIL BOOM TRUCK  
JACKSON TAMPER 6700  
HARSCO TRACK TIE INSERTER  
1995 Ford F350, VIN 2FDKF37H3SCA77280  
2005 Freightlin M2 106 Medium Duty, VIN 1FVACXCS25HN68166  
2004 Ford Explorer, VIN1FMDU72K94ZA90811  
2007 Ford F550, VIN 1FDAF57P47EB11985  
2 WELDERS MILLERMILLER WELDER, Serial No. K322795 (does not work)  
MILLER WELDER, Serial No. JB569674 (does not work)  
LIGHT PLANT GENIE  
OXY TANKS  
2 RAIL SAWS  
LOCKERS  
2 FORKLIFTS CLARK (#1 AND #9)  
FORKLIFT JCB #930  
CARMOVER  
OXY TANK PORTABLE  
35T CAR JACKS  
POWER SWITCH  
LINCOLN WELDER #109287  
AIRCO WELDER 2034 ZR 10 RED ARC K17862  
AIRCO WELDER 11F827666 (does not work)

**Woods Railroad**

**Locomotives and Related Items**

LOCO 300 DIESEL ELECT 13571  
MOTORS ON LOCO #300  
#300 REBUILD LOCOMOTIVE-1976  
#304 1200 HP DIESEL LOC1 20354

LOCO 306 DIESEL ELECT 33935  
LOCI # 306 MODIFICATION  
#307 GMC SW1500 LOCI 71607-1  
FRT ON LOCI #307  
LOCI # 307 MODIFICATION  
LOCI # 309 MODIFICATION  
LOCOMOTIVE NOISE ABATEMENT EQUIP  
SPEEDOMETERS FOR LOCI'S  
12 LOCOMOTIVE RADIO SETS  
LOCOMOTIVE RADIO SETS  
REBUILD LOCOMOTIVE #309  
LOCI #308  
LOCI # 305  
LOCI #311  
LOCI #312 1971 SW1500-WCTX 312  
LOCI #302  
LOCI #302  
LOCI #312 1971 SW1500-WCTX 312  
LOCI #305 ELECTRICAL UPGRADE  
LOCI #306 ELECTRICAL UPGRADE  
LOCI #307 ELECTRICAL UPGRADE  
LOCI #308 ELECTRICAL UPGRADE  
LOCI #311 ELECTRICAL UPGRADE  
LOCI #312 ELECTRICAL UPGRADE  
*Cars and Related Equipment*  
PUSH CAR SECTION  
CAUSTIC CAR WTCX 1005  
CAUSTIC CAR WTCX 1004  
CAUSTIC CAR WTCX 1001  
PUSH CAR EQUIPMENT  
#322 SPEEDER & RADIO #6  
#313 FAIRMONT SPEEDER  
LAPMASTER LAPPING MACHINE  
#317 GMC 1977 FLATBED SN-TCE537V589656  
#394 USED 1966 TRACKMOBILE S/N 7042  
#315 CASE 580 TIE MACH S/N8985129  
B-20 '68 CHEV BOOMTRUCK LIC#HH5581  
#318 '78 BALLAST REGULATOR-USED  
022 1988 FORD F-250 PU SN41006  
#352 PETTIBONE SPEEDSWING CRANE 83  
#326 '89 CASE 580K BACKHOE  
#974 REBUILD  
#320 TAMPER MARK III  
#853 1994 FORD F-350 CREW S/N#1FTJW35H6REA41610  
A-30 1995 FORD F-350 CREW CAB, VIN 1FTJW35H6SEA45825  
A-25 1995 FORD CLUB WAGON

A-02 '97 CHEV HIRAIL CREW C  
A-05 '97 CHEV HIRAIL CREW C  
#881 97 FORD F350 CREW S/N 1FTJW35H9VED08765  
A-35 97 FORD F350 CREW CAB S/N D08764  
A-33 (OLD MRF-14) 2000 FORD F250, 1FDNF21L2YEB78561  
CHEM RAIL STORE  
DIESEL OIL STORAGE TANK CONTAINMENT  
C-73-10 HYSTER C90 SN-C5D13548T  
#292 PETTIBONE LOG STACKER S/N 3994  
C-79-22 HYSTER H80C 9000#SS C5D19460Y  
#D-81-36 CAT LIFT TRUCK SN-72Y489  
D-84-39 HYSTER LIFT TRUCK SN-C007001843E  
G-28 1989 GENIE MANLIFT S/N 3689-1503  
GM-14 HYSTER LFT TRK S/N- E007D01590P  
#326 '89 CASE TIE INSERTER PACKAGE  
RR TRACK REGULATOR  
FORD F250 REG CAB VIN #4482  
**Miscellaneous Equipment**  
BRIDGE CRANE MACHINE SHOP  
BRIDGE CRANE LOCOMOTIVE SHOP  
4-35 TON PORT ELECT RR JACKS-ADAP  
STEAM CLEANER  
AIR COMP FOR RAILROAD SECTION CRW  
MACHINE SHOP CRANE 32 CONTROLS  
MACHINE SHOP CRANE 26 CONTROLS  
MONORAIL  
HOBART 300 AMP WELDER  
FOUR LOCOMOTIVE JACKS  
MISC LOCOMOTIVE TOOLS  
JOURNAL BEARING PULLER  
EMD ENGINE TOOLS  
REBUILD POWER SUPP STRUCT& FEEDER  
RAILROAD GRINDER  
PORTABLE AIR COMPRESSOR 185 CFM  
RAIL LUBRICATORS  
TWO 60-TON HYDRAULIC CAR JACKS & CONTROL  
MALABAR 1 TON SPEED HOIST JACK S/( 124  
HONDA TRX300 R/R  
HYDRAULIC SPIKE PULLER S/N 1104  
500 KVA TRANS.-MACHINE SHOP  
DIESEL TANK LOCATED AT HEADQUARTERS CAMP  
GAS TANK LOCATED AT HEADQUARTERS CAMP  
**Cellular Telephones**  
**Columbia & Cowlitz Railway Company**  
360-749-1624  
360-749-7610

360-430-3801

360-430-2942

360-430-7879

**DeQueen and Eastern Railroad Company**

870-784-0689

870-584-7912

870-784-2422

870-584-9857

870-584-8942

870-784-0690

870-584-9745

870-584-9554

870-584-6621

870-279-1480

870-279-1752

870-582-4379

870-784-4040

**Golden Triangle Railroad**

662-386-7098

662-386-7095

662-386-7096

662-386-7097

**Computer Hardware**

**Columbia & Cowlitz Railway Company**

**CATEGORY ASSET TAG Serial Number MANUFACTURER MODEL**

Desktop PC J03434605

1SZ9691 Dell

OPTIPLEX GX620

J04136314

37900D1 Dell

OPTIPLEX 745

LAN J03783382 FOC0811W3TQ Cisco WS-C2950G-24-EI

J03794286 FHK0807Y1DQ Cisco WS-C2940-8TF-S

J03794529 FHK0808Z0NU Cisco WS-C2940-8TF-S

J03732872 CAT0743X0K7 Cisco WS-C3550-12G

None None Nortel BAYSTACK 450-24T SWITCH

Laptop/Notebook

PC J04129903

1WQ4J91 Dell

LATITUDE D610

53458

2BRKBG1 Dell

LATITUDE D630

J03434637

5PZ6V91 Dell

LATITUDE D610

J03434626

GPF7BB1 Dell

LATITUDE D620

Network Printer J03386816 USBNH24943 HP LASERJET 4100N

J03477815 HP LASERJET 4100N

J03418447 HP LASERJET 4100N  
 J03460212 HP LASERJET 4100N  
 J03797208 JPNLH10769 HP LASERJET 4730SX MFP  
 WAN J03024894 None Nortel Baystack Router  
**DeQueen and Eastern Railroad Company**  
**CATEGORY ASSET TAG SERIAL NUMBER MANUFACTURER MODEL**  
 Desktop PC J03418481 57DQ3D1 DELL OPTIPLEX 745  
 J03799688 B0Q5281 DELL OPTIPLEX GX280  
 0051250 DRJSYD1 DELL OPTIPLEX 745  
 J03773663 CTKNT31 DELL OPTIPLEX GX270  
 J03415117 6W55191 DELL OPTIPLEX GX620  
 J03414900 6SLW1B1 DELL OPTIPLEX GX620  
 J03414861 GWB3P91 DELL OPTIPLEX GX620  
 J03415004 6K443D1 DELL OPTIPLEX 745  
 J03414920 CZD48C1 DELL OPTIPLEX GX620  
 J03415010 29JLVC1 DELL OPTIPLEX 745  
 J03414864 1SR2891 DELL OPTIPLEX GX620  
 J03470196 21B9YB1 DELL OPTIPLEX GX620  
 J03414850 2LV7Q81 DELL OPTIPLEX GX620  
 J03435432 21XLM81 DELL OPTIPLEX GX620  
 0056712 45QD2G1 DELL OPTIPLEX 755  
 J03415019 37B4ZC1 DELL OPTIPLEX 745  
 J03415003 GC3QHD1 DELL OPTIPLEX 745  
 J03414800 3NGTL71 DELL OPTIPLEX GX280  
 LAN J03788995 FOC0741W11Y Cisco WS-C2950G-24-EI  
 J03799574 CAT0922N0U6 Cisco WS-C3750G-12S-S  
 J03732096 FOC0744W002 Cisco WS-C2950T-24  
 J03731910 FHK0737Z0ER Cisco WS-C2950T-24  
 J03732140 FOC0744Y0KQ Cisco WS-C2950T-24  
 J03732087 FOC0744W005 Cisco WS-C2950T-24  
 J03732212 FOC0744Z0G0 Cisco WS-C2950T-24  
 J03788878 FOC0741Y1FP Cisco WS-C2950G-24-EI  
 J03794215 FHK0807Y1AQ Cisco WS-C2940-8TF-S  
 J03794209 FHK0807Y1AH Cisco WS-C2940-8TF-S  
 Laptop/Notebook  
 PC J03414938  
 1SBPDC1  
 DELL  
 LATITUDE D620  
 0053446 2DHFHF1 DELL LATITUDE D630  
 0056702 G2YYTF1 DELL LATITUDE D630  
 0053455 HML1CF1 DELL LATITUDE D630  
 J03414795 1DGSZ61 DELL LATITUDE D600  
 J03415141 9GYZPD1 DELL LATITUDE D630  
 0053445 4DHFHF1 DELL LATITUDE D630  
 J03414796 1ZQG071 DELL LATITUDE D600  
 J04129996 2HGZH91 DELL LATITUDE D610  
 J03415113 DG7B391 DELL LATITUDE D610  
 J03790005 2KGMNC1 DELL LATITUDE D420  
 J08787878 1BN95F1 DELL LATITUDE D630  
 0056729 7V985H1 DELL LATITUDE D630  
 J03414936 4M9MFC1 DELL LATITUDE D620  
 J03414904 6DK1LB1 DELL LATITUDE D620  
 0056719 3PMNBG1 DELL LATITUDE D630  
 J03415146 GVVTD1 DELL LATITUDE D630  
 Miscellaneous J04120422 0109-0000248

VISUAL  
 NETWORKS  
 807-0109ST  
 J03414464 0024-0120755  
 VISUAL  
 NETWORKS  
 DISTRICT ASE WT1  
 J03469804 0024-0035269  
 VISUAL  
 NETWORKS Need to find  
 J03469806 WS9837014703 APC SMART-UPS 700  
 J03414773 QSO242310311 APC SMART-UPS 2200  
 J03469936 QB0235241605 APC BACK-UPS PRO 650S  
 Network Printer J03469370 USEC018352 HP LASERJET 4000N  
 J03469966 USDNS05925 HP LASERJET 4200DTN  
 J03414788 MY4YU3Q0X7 HP DESKJET 6540  
 J03469405 USBB233034 HP LASERJET 4050  
 J03470022 JPB3091845 HP LASERJET 5000N  
 J03469359 USMB332689 HP LASERJET 4000  
 J03469344 JPKK047888 HP LASERJET 5  
 J03469992 JPFMD52963 HP LASERJET 4600DN  
 J03440490 ESA9106533 HP DESIGNJET 1055CM  
 0056740 HP LASERJET 4730MFP  
 Server J03779144 58XL531 Dell POWER EDGE 2650  
 WAN J04120529 JMX0851L1Z7 Cisco 2651XM  
 Barcode Scanner J03058829 SL152234  
 Wireless  
 ARDEQU412-  
 M1B2S1-AP1 J04134978 FTX0946J0S5 Cisco AIR-AP1231G-A-K9  
**Golden Triangle Railroad**  
**CATEGORY ASSET TAG SERIAL NUMBER MANUFACTURER MODEL**  
 Desktop PC J04181264  
 C8Q0SC1 DELL OPTIPLEX 745  
 0053378  
 3HQJF1 DELL OPTIPLEX 755  
 0058884  
 88ZMF1 DELL OPTIPLEX 745  
 J04132761  
 DKCCPC1 DELL OPTIPLEX 745  
 0058903  
 GWBQ7G1 DELL OPTIPLEX 755  
 LAN J04131949 FOC0932Z6XL CISCO WS-C2950T-24  
 Laptop/Notebook  
 PC J04181308  
 JSJPDC1  
 Dell LATITUDE D620  
 Network Printer J03047523 USCD018392 HP LASERJET 2100  
 J04173097 CNBXB14704 HP  
 LASERJET  
 5200DTN  
 Wireless  
 mscolu4335-b2i09s1-  
 appre1 None FTX1315B1WM CISCO  
 AIR-AP1242AG-AK9  
**Texas, Oklahoma & Eastern Railroad Company**

**CATEGORY ASSET TAG SERIAL NUMBER MANUFACTURER MODEL**

Desktop PC J03799366 HYGHC1 Dell OPTIPLEX 745  
 LAN J04179504 FOC1113Z68M Cisco WS-C2960-24TT-L  
 J03794324 FHK0807Z0TW Cisco WS-C2940-8TF-S  
 Miscellaneous J03055905 2806A10385 HP  
 700/92

(TERMINAL)

Network Printer J03405373 CNBX411659 HP

LASERJET

4200DTN

0056663 CNCC6CY01T HP

LASERJET

M4345XSMFP

WAN J03802356 AMB08230X6T Cisco CISCO831-K9

Wireless SCVFN210-

M1S1-APBHE1 J04181639 FTX1123B0JP Cisco

AIR-AP1242AG-AK9

Wireless scvpn210-

m1f1s1-apbre1 J04181640 FTX1123B0KK Cisco

AIR-AP1242AG-AK9

Radio Equipment

Columbia & Cowlitz Railway Company

SERIAL

NUMBER MODEL NUMBER BRAND NAME

103TCEH881

CDM1250 136-174 25-45W 64

CH MOTOROLA

922THS6459 CM300 146-174, 1-25W, 32 CH MOTOROLA

922TJW3799 CM300 146-174, 1-25W, 32 CH MOTOROLA

922TJW3858 CM300 146-174, 1-25W, 32 CH MOTOROLA

922TJW3935 CM300 146-174, 1-25W, 32 CH MOTOROLA

922TFU0761 CM300 HB MOTOROLA

922TGG8529 CM300 HB MOTOROLA

018TJNM160 CP200 146-174 1-5W 16CH MOTOROLA

018TJS7886 CP200 146-174 1-5W 16CH MOTOROLA

018TJS7887 CP200 146-174 1-5W 16CH MOTOROLA

018TKLC005 CP200 146-174 1-5W 16CH MOTOROLA

0108TGTT408 CP200 HB MOTOROLA

018TGTT406 CP200 HB MOTOROLA

018TGTT419 CP200 HB MOTOROLA

018THP1162 CP200 HB MOTOROLA

159TTL4439 GM300 146-174 MHZ 45W MOTOROLA

159TTY5300 GM300 146-174 MHZ 45W MOTOROLA

869FYN3498 M1225 MOTOROLA

475FBQ1180 P932RC90C2AA MOTOROLA

457FAE7437 P932RC90C2AA MOTOROLA

475FAE7499 P932RC90C2AA MOTOROLA

777FVJD524 P94YQT20A2AA MOTOROLA

777FW57904 P94YQT20A2AA MOTOROLA

159TTWA957 M43GMC20D2A MOTOROLA

159TXEH666 M43GMC20D2A MOTOROLA  
 159TWUGD911 M03GMC29C2AA MOTOROLA  
 188FWWB409 P43QLC20D2AA MOTOROLA  
 778TSW0603 D43LRA77A5BK MOTOROLA  
 778TTN8163 D33LRA77A5CK MOTOROLA  
 869FYW0421 M43DGC90J2AA MOTOROLA  
 159TTWB188 M43GMC20D2AA MOTOROLA  
 188FWQ8222 P43QLC20D2AA MOTOROLA  
 188FW02042 P43QLC20D2AA MOTOROLA  
 019TEA38A2 AAM50KN59AAIAN MOTOROLA  
 019TEA8662 AAM50KNF9AAIAN MOTOROLA  
 159TT64854 M43GMC20D2AA MOTOROLA  
 778TRQ8099 D43LRA77A5CK MOTOROLA  
 778TSW3588 D33LRA77A5BK MOTOROLA  
 869FYA0762 M43DGC90J2AA MOTOROLA  
 869FYA0771 M43DGC90J2AA MOTOROLA  
 778TTN8238 D33LRA77A5CK MOTOROLA  
 159TUG7060 M43GM20D2AA MOTOROLA  
 159TTW2422 M43GMC20D2AA MOTOROLA  
 159TTYE340 M43GMC20D2AA MOTOROLA  
 869FYW0422 M43DGC90J2AA MOTOROLA  
 159TTG4886 M43GMC20D2AA MOTOROLA  
 682TXA7761 M33DGC20C2AA MOTOROLA  
 779TSA5927 D33LRA77A5CK MOTOROLA  
 869YCW0578 M33DGC90E2AA MOTOROLA  
 922TFU0671 AAM50KWF9AAIAN MOTOROLA  
 922TGN4984 AAM50NQF9AAIAN MOTOROLA  
 159TXJ6432 M43GC20D2AA MOTOROLA  
 188FTGB321 P43QLC20E2AA MOTOROLA  
 188TTWF705 P43QLC20A2AA MOTOROLA  
 869FY0420 M43DGC90J2AA MOTOROLA  
 778TTA3195 33LRA77A5CK MOTOROLA  
 159TWG1649 M43GMC20D2AA MOTOROLA  
 018TEEX108 AAH50KDC9AAIAN MOTOROLA

**DeQueen and Eastern Railroad Company**

**SERIAL**

**NUMBER MODEL NUMBER BRAND NAME**

922TFC6018 CM300 146-174, 25-45W, 32 CH Motorola  
 922TFC6107 CM300 146-174, 25-45W, 32 CH Motorola  
 922TGA7188 CM300 146-174, 25-45W, 32 CH Motorola  
 922TGN5346 CM300 146-174, 25-45W, 32 CH Motorola  
 922THA5085 CM300 146-174, 25-45W, 32 CH Motorola  
 922TRW2293 CM300 146-174, 25-45W, 32 CH Motorola  
 018TDQ8891 CP200 146-174 1-5W 16CH Motorola  
 018TJGE246 CP200 146-174 1-5W 16CH Motorola  
 018TJGE247 CP200 146-174 1-5W 16CH Motorola

018TJGE253 CP200 146-174 1-5W 16CH Motorola  
018TJLV458 CP200 146-174 1-5W 16CH Motorola  
159TAC6656 GM300 146-174 45W Motorola  
159TTN2471 GM300 146-174 MHZ 45W Motorola  
159TUAC972 GM300 146-174 MHZ 45W Motorola  
159TUC0252 GM300 146-174 MHZ 45W Motorola  
159TUL4102 GM300 146-174 MHZ 45W Motorola  
159TUN5123 GM300 146-174 MHZ 45W Motorola  
159TVU9271 GM300 146-174 MHZ 45W Motorola  
159TWG1579 GM300 146-174 MHZ 45W Motorola  
159TWUG389 GM300 146-174 MHZ 45W Motorola  
159TWUM846 GM300 146-174 MHZ 45W Motorola  
159TYS1060 GM300 146-174 MHZ 45W Motorola  
159TZAB195 GM300 146-174 MHZ 45W Motorola  
159TZGB605 GM300 146-174 MHZ 45W Motorola  
159TZGB606 GM300 146-174 MHZ 45W Motorola  
159TZGB638 GM300 146-174 MHZ 45W Motorola  
159TZGB641 GM300 146-174 MHZ 45W Motorola  
484THYOF60 XPR 8300 136-174 25-45W 1CH Motorola  
475FBN1825 (blank) Motorola  
475FCA1338 (blank) Motorola  
475FCC2759 (blank) Motorola  
475FYL0809 (blank) Motorola  
475FYLE946 (blank) Motorola  
475FYS0033 (blank) Motorola  
475FYS4351 (blank) Motorola  
475FYS4362 (blank) Motorola  
475FZL5182 (blank) Motorola  
475FZL5201 (blank) Motorola  
475FZL5217 (blank) Motorola  
475FZL5223 (blank) Motorola  
475FZL5230 (blank) Motorola  
475FZQ6098 (blank) Motorola  
475FZQ6101 (blank) Motorola  
475FZQ7846 (blank) Motorola  
475FZUA939 (blank) Motorola  
475FZWA441 (blank) Motorola  
475YCE2539 (blank) Motorola  
475YCE2613 (blank) Motorola  
475YCU0314 (blank) Motorola  
475YCY2541 (blank) Motorola  
475YDG3316 (blank) Motorola  
475YDG3339 (blank) Motorola  
475YDG3457 (blank) Motorola  
475YEC0466 (blank) Motorola  
475YEL0029 (blank) Motorola

476AKG0746 (blank) Motorola  
 476AKG0747 (blank) Motorola  
 476AKL1448 (blank) Motorola  
 476AKL1449 (blank) Motorola  
 519FPL0401 (blank) Motorola  
 672ABC0717 (blank) Motorola  
 776HNU1313 (blank) Motorola  
 778FQQ3443 (blank) Motorola  
 778TRW9752 (blank) Motorola  
 778TRW9970 (blank) Motorola  
 778TRWA018 (blank) Motorola  
 778TRWA064 (blank) Motorola  
 778TRWA067 (blank) Motorola  
 778TRWA097 (blank) Motorola  
 778TRYD804 (blank) Motorola  
 778TRYD840 (blank) Motorola  
 869FAN1107 (blank) Motorola  
 869FAU8041 (blank) Motorola  
 869FYN4874 (blank) Motorola  
 869FZA1580 (blank) Motorola  
 869YCQ4713 (blank) Motorola  
 869YCS7675 (blank) Motorola  
 869YEE0819 (blank) Motorola  
 922TFL2318 (blank) Motorola

**Golden Triangle Railroad**

**SERIAL**

**NUMBER MODEL NUMBER BRAND NAME**

018TDG7563 CP200 146-174 1-5W 16CH Motorola  
 018TDL5484 CP200 146-174 1-5W 16CH Motorola  
 018TDL5485 CP200 146-174 1-5W 16CH Motorola  
 018TDL5494 CP200 146-174 1-5W 16CH Motorola  
 018TDL5495 CP200 146-174 1-5W 16CH Motorola  
 018TDL5497 CP200 146-174 1-5W 16CH Motorola  
 018TKW0902 CP200 146-174 1-5W 16CH Motorola  
 018TKW8902 CP200 146-174 1-5W 16CH Motorola  
 159TDJ1319 GM300 146-174 MHZ 45W Motorola  
 159TUEB680 GM300 146-174 MHZ 45W Motorola  
 159TUEB689 GM300 146-174 MHZ 45W Motorola  
 159TUJ3062 GM300 146-174 MHZ 45W Motorola  
 672HCA2259 HT750 136-174 1-5W 16CH Motorola  
 672HDE8056 HT750 136-174 1-5W 16CH Motorola  
 776HPN0376 Maratrac VHF Motorola  
 428FPN2134 MAXTRAC300 Motorola  
 869YDY0314 Radius M1225 Motorola

**Texas, Oklahoma & Eastern Railroad Company**

1 Motorola radio, make and serial number unknown

**Contracts**

Contracts set forth on Schedule 3.5.

**IT Software**

Operating systems located on desktop/laptops.

**Records**

**Names**

DeQueen and Eastern Railroad

Columbia & Cowlitz Railway

Golden Triangle Railroad

Mississippi & Skuna Valley Railroad

Texas, Oklahoma and Eastern Railroad

Woods Railroad

**Reporting Marks**

CLC

DQE

GTRA

MSV

TOE

Leased Rail Cars

ALL CARS  
by Lessor

| Car Series | LEASOR/OWNER | Sch#    | EXPIRY    | # CARS | Q2  | Q3  | Q4  | Type       | CAR Description       | ASSIGNED LOCATION        | DOOR TYPE        |
|------------|--------------|---------|-----------|--------|-----|-----|-----|------------|-----------------------|--------------------------|------------------|
| CRLE       | 119688       | T02     | 30-Jun-12 | 99     | 99  | 99  | 99  | Boxcar     | 506" HC Box (286)     | Valliant/NorPac          | SINGLE PLUG DOOR |
| TR         | 19600        | T06     | 31-Oct-13 | 95     | 95  | 95  | 95  | Boxcar     | 609" HC Box (286)     | Valliant/NorPac          | SINGLE PLUG DOOR |
| TR         | 150800       | T08     | 31-Jul-12 | 43     | 43  | 43  | 43  | Boxcar     | 506" HC Box (286)     | Valliant                 | SINGLE PLUG DOOR |
| TR         | 402500       | T09     | 31-Jul-12 | 55     | 55  | 55  | 55  | Boxcar     | 506" Box (286)        | Valliant                 | SINGLE PLUG DOOR |
| ATW        | 300000       | W001    | 31-Jul-10 | 200    | 200 | 0   | 0   | Centerbeam | 73' Centerbeam (286R) | I Level on CP/CNDQIE     | N/A              |
| ATW        | 300200       | W002    | 30-Nov-12 | 215    | 215 | 215 | 215 | Centerbeam | 73' Centerbeam (286R) | I Level (UP Sweeps)      | N/A              |
| ATW        | 300445       | W003    | 30-Nov-12 | 185    | 185 | 185 | 185 | Centerbeam | 73' Centerbeam (286R) | I Level (UP Sweeps & CN) | N/A              |
|            |              |         |           | 892    | 892 | 892 | 892 |            |                       |                          |                  |
| NOKL       | 570421       | TOE022  | 29-Jun-13 | 87     | 87  | 87  | 87  | Boxcar     | 506" HC Box (286)     | Valliant                 | SINGLE PLUG DOOR |
| NOKL       | 570254       | TOE021  | 27-Mar-12 | 39     | 39  | 39  | 38  | Boxcar     | 506" HC Box (286)     | Valliant                 | SINGLE PLUG DOOR |
| NOKL       | 570251       | TOE016  | 12-Oct-12 | 65     | 65  | 65  | 65  | Boxcar     | 506" HC Box (286)     | Valliant                 | SINGLE PLUG DOOR |
| NOKL       | 570252       | TOE017  | 18-Jan-11 | 65     | 65  | 65  | 65  | Boxcar     | 506" HC Box (286)     | Valliant                 | SINGLE PLUG DOOR |
|            |              |         |           | 256    | 256 | 256 | 256 |            |                       |                          |                  |
| TOE        | 2991         | TOE 030 | 31-Jul-14 | 42     | 42  | 42  | 42  | Boxcar     | 506" 100 T Box        | Valliant                 |                  |
| GTRA       | 1003         | GTR 007 | 31-Dec-12 | 150    | 150 | 150 | 150 | Boxcar     | 506" 70T Box          | GTRA Columbus Pulp       | SINGLE REG DOOR  |
| GTRA       | 5000         | GTR 007 | 31-Dec-12 | 176    | 176 | 176 | 176 | Boxcar     | 506" 70T Box          | GTRA Columbus Pulp       | SINGLE REG DOOR  |

| GTRA | 4340   | 4399   | GE Rail Car   | GTR 009 | 31-Jul-11 | 60  | 60  | 60  | 60  | 60  | Boxcar       | 50'6" 70T Box            | GTRA Columbus Pulp    | DBLE REG DOORS. STAGGERED    |
|------|--------|--------|---------------|---------|-----------|-----|-----|-----|-----|-----|--------------|--------------------------|-----------------------|------------------------------|
| TOE  | 4400   | 4406   | GE Rail Car   | TOE 007 | 31-Dec-11 | 3   | 3   | 3   | 3   | 3   | Bulkhead     | 60'6" Bulkhead flatcars  | DQE assigned to Briar | N/A                          |
| TOE  | 2200   | 2295   | GE Rail Car   | TOE 022 | 31-Dec-12 | 92  | 92  | 92  | 92  | 92  | Boxcar       | 50'6" HC 100T Box        | Valliant              | DOUBLE PLUG DOORS. STAGGERED |
| TOE  | 2501   | 2597   | GE Rail Car   | TOE 027 | 31-Aug-12 | 73  | 73  | 73  | 73  | 73  | Boxcar       | 50'6" 100T Box           | Valliant              | DOUBLE PLUG DOORS. STAGGERED |
| GTRA |        |        | GE Rail Car   |         | 1-Oct-13  | 10  |     |     |     | 10  | Boxcar       | 50'6" 70T Box            | GTRA Columbus Pulp    | Single Reg Door              |
|      |        |        |               |         |           | 606 | 566 | 566 | 606 | 606 |              |                          |                       |                              |
| AOK  | 27665  | 27739  | Greenbrier    | T01     | 28-Feb-13 | 74  | 74  | 74  | 74  | 74  | Centerbeam   | 73' Centerbeam (286 R)   | iLevel DQE / KRR      | N/A                          |
| AOK  | 111000 | 111099 | Greenbrier    | T02     | 28-Feb-11 | 96  | 96  | 96  | 96  | 96  | Boxcar       | 60'9" HC Box (286)       | Valliant              | SINGLE PLUG DOOR             |
| AOK  | 29830  | 29979  | Greenbrier    | W01     | 30-Jun-13 | 150 | 150 | 150 | 150 | 150 | Centerdivide | 73' Center Divider (286) | iLevel DQE            | N/A                          |
| GBRX | 934730 | 935009 | Greenbrier    | W02     | 1-Oct-12  | 140 | 140 | 140 | 140 | 140 | Gondola      | 50' Gondola (7000 cuft)  | Longview              | Double and single and dump   |
|      |        |        |               |         |           | 460 | 460 | 450 | 450 | 450 |              |                          |                       |                              |
| TOE  | 3001   | 3199   | Infinity Rail | CLC004  | 30-Jun-13 | 180 | 180 | 180 | 180 | 180 | Boxcar       | 50'6" 100T Box           | Valliant              | DOUBLE PLUG DOORS. STAGGERED |
|      |        |        |               |         |           | 180 | 180 | 180 | 180 | 180 |              |                          |                       |                              |

| TOE | 1335   | 1394   | US Bank/Firstar | TOE01 | 13-Sep-10* | 60    | 60    | 0     | 0     | Hopper   | 60'6" Chip Hop     | DQE          | N/A              |
|-----|--------|--------|-----------------|-------|------------|-------|-------|-------|-------|----------|--------------------|--------------|------------------|
| TOE | 1820   | 1839   | US Bank/Firstar | TOE01 | 13-Sep-10* | 20    | 20    | 0     | 0     | Skeleton | 65'4" Pole Flat    | Process City | N/A              |
| AOK | 113000 | 113207 | Mitsui          | T04   | 31-May-12  | 80    | 80    | 0     | 0     | Boxcar   | 60'9" HC Box (286) | Valiant      | SINGLE PLUG DOOR |
|     |        |        |                 |       |            | 293   | 293   | 293   | 293   |          |                    |              |                  |
|     |        |        |                 |       |            | 2,767 | 2,757 | 2,477 | 2,487 |          |                    |              |                  |

Note: GE Lease CLC 003 which expired 12/31/09 will not be re-signed. We plan to replace these 42 cars with new cars. It will be a GE lease also. The AOK 27665 & 29830 series Center Beams have no per month charge. These cars will be used to service Longview sawmill and Dierks sawmill. 80 of these cars will be shifted from DQE to CLC to replace the ATW 300000 series Center Beam. That lease expires July 31, 2010. The ATW Center Beams now on the DQE will be moved to a storage contract on expiration of the lease. The ATW Centerbeams on the CLC will be sent back to owner. The 400 ATW Center Beams that are left on contract until 2012 will continue to be assigned to the Class 1s and not used to support Longview or Dierks.

\*Leases will expire between signing and closing and cars will be returned.

\*\*Lease has expired and it may take up to 40 months to return cars to lessor at the current return rate.

MAR 09 '10

2-45 PM

SURFACE TRANSPORTATION BOARD

**ASSIGNMENT OF RENTS AND  
LESSOR'S INTEREST IN LEASES**

This ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (this "Assignment") is dated and effective as of March 4, 2010 by PATRIOT RAIL CORP., a Delaware corporation, whose address is 2255 Glades Road, Boca Raton, Florida 33431, TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, whose address is 100 Railroad Street, Mount Pleasant, Tennessee 38474, RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation, whose address is 300 West Commercial Avenue, Anaconda, Montana 59711, UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, whose address is 1900 South 1963 West, Ogden, Utah 84094, SACRAMENTO VALLEY RAILROAD, INC., a California corporation, whose address is 4144 Dudley Boulevard, Building 412, McClellan AFB, Sacramento, California 95652, TEMPLE & CENTRAL TEXAS RAILWAY, INC. a Delaware corporation, whose address is 3111 Eberhardt Road, Temple, Texas 76501, and LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, whose address is 304 West Main Street, Homer, Louisiana 71040 (collectively, the "Assignor").

**WITNESSETH:**

A. Assignor is the owner or lessor of the railroad locomotives and rolling stock in Exhibit A attached hereto and made a part hereof (including any additional railroad locomotives or rolling stock acquired by Assignor subsequent to the date hereof, the "Rolling Stock").

B. Assignor has executed and delivered to FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, whose address is 222 South Riverside Plaza, 32<sup>nd</sup> Floor, Chicago, Illinois, 60606 (the "Assignee"), a Loan and Security Agreement dated as of even date herewith (such agreement, as it may be amended, restated, modified and/or supplemented from time to time, is hereinafter referred to as the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement).

C. Assignee requires that Assignor, as a condition precedent to the disbursement of the proceeds of the loans evidenced by the Loan Agreement, executes and delivers this Assignment to secure all of Assignor's Obligations thereunder.

NOW, THEREFORE to secure (i) the payment when and as due and payable of the sums due in connection with the Loan Agreement and any extensions, renewals or modifications thereof and substitutes therefore, and (ii) the performance and observance of the covenants and agreements contained in and the payment of all obligations of Assignor under this Assignment and the other Loan Documents, Assignor does hereby sell, assign, transfer, convey, set over and grant unto Assignee all of Assignor's right, title and interest in and to the rents, issues and profit of the Rolling Stock, including all of Assignor's right, title and interest in any lease, whether written or verbal, or any letting of, or any agreement for the use, or sale of the Rolling Stock or any part thereof, which may have been heretofore or may be hereafter made or agreed to by Assignor, together with any and all deposits and profits now due and/or which may become due

thereunder by virtue thereof and any extensions and renewals thereof and the benefit of any guarantees executed in connection therewith, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements and security deposits, and all the avails thereof, to Assignee (collectively such leases and agreements are referred to hereinafter as the "Leases"), all on the following terms and conditions;

Assignor covenants and agrees with Assignee as follows:

1. Payment of Obligations. Assignor is assigning the Leases to secure the prompt payment when and as due and payable of the Obligations.

2. Powers of Assignee.

(a) Upon the occurrence of an "Event of Default" (as such term is defined in Section 6 below) which is continuing, Assignor does hereby appoint irrevocably Assignee its true and lawful attorney with full power of substitution and with full power for Assignee, in its own name and stead (with or without taking possession of the Rolling Stock), to rent, lease, let or sell all or any portion of the Rolling Stock to any party, to collect all of avails, rents, issues, deposits and profits now due or that may hereafter become due arising from or accruing under each and all of the Leases, and to file any claim or take any other action or proceeding and make any settlement of any claims in its own name or otherwise which Assignee may deem necessary or desirable in order to collect and enforce the payment of said avails, rents, issues, deposits and profits with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Rolling Stock pursuant to the provisions hereinafter set forth.

(b) Upon any sale conducted by the Bank of any of the Rolling Stock, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, thereupon vest and then become the absolute property of the Assignee, or its successors and assigns, without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such party, as may be necessary or desirable for that purpose.

(c) In the event any lessee under any of the Leases should be the subject of any proceeding under the Bankruptcy Reform Act of 1978, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of such lessee's Lease, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the Obligations Assignee may elect.

3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor is the sole owner of the entire interest in each of the Leases, (ii) each of the Leases is

legal, valid and enforceable, is in full force and effect and has not been altered, modified or amended in any manner whatsoever, (iii) none of the lessees named in any of the Leases is in default under any of the terms, covenants or conditions thereof, and, with respect to each of the Leases, no state of facts exist which, with the giving of notice or lapse of time or both, would constitute a default thereunder, (iv) no rent reserved in any of the Leases is presently assigned or anticipated and there is no presently outstanding prior assignment, pledge or hypothecation of its interest in any of the Leases and (v) no such rent for any period subsequent to the date of this Assignment has been paid or collected more than 30 days in advance of the time when the same became due under the terms of each of the Leases.

4. Covenants.

(a) Assignor covenants and agrees with Assignee that it shall, without cost, liability or expense to Assignee: (i) at all times promptly and faithfully abide by, discharge and perform each and every covenant, condition and agreement in each of the Leases, on the part of the lessor thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of each of the Leases on the part of each of the lessees thereunder to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Leases or the obligations, duties or liabilities of lessor or of any of the lessees thereunder, and pay all reasonable costs and expenses of Assignee, including attorneys' fees in any such action or proceeding in which Assignee may appear, (iv) transfer and assign to Assignee upon request of Assignee, any Leases of all or any part of the Rolling Stock heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any instruments required to effect such assignment, (v) furnish to Assignee, upon request, a written statement containing the name of each and every lessee under each and every Lease and the terms of each and every Lease, including the identification of the Rolling Stock that is being leased, the rental payable and the security deposits, if any, paid thereunder, (vi) exercise within five Business Days of any demand thereof by Assignee any right to request from a lessee under any of the Leases a certificate with respect to the status thereof, (vii) furnish Assignee immediately with copies of any notices of default which Assignor may at any time forward to any lessee of the Rolling Stock, or any portion thereof, and (viii) pay immediately upon demand all reasonable sums expended by Assignee under authority hereof, together with interest thereon at the default interest rate provided in the Loan Agreement.

(b) Assignor covenants and agrees with Assignee that it shall not: (i) modify, extend or otherwise alter the terms of any of the Leases or any of the guarantees of the Leases, (ii) from and after the date hereof execute any lease of all or any portion of the Rolling Stock, without providing advanced written notice to Assignee, (iii) in any manner impair the value of the Rolling Stock, (iv) permit any of the Leases to become subject to any lien other than a lien created by this Assignment and the Loan Agreement, (v) execute an assignment, hypothecation or pledge of any rents of the Rolling Stock or of any of the Leases of all or any part of the Rolling Stock, except as security for the Obligations.

(c) Assignor hereby irrevocably authorizes the Assignee to file with the Surface Transportation Board pursuant to 49 U.S.C. §11301 this Assignment, any memorandum thereof, any amendment hereto or thereto or any other document as the Assignee deems necessary in order to establish and maintain valid, attached and perfected, the security interests in

the Leases. Assignor covenants and agrees that it shall execute and/or deliver to Assignee, at any time and from time to time hereafter at the request of Assignee, all agreements, instruments, documents and other written matter (the "Supplemental Documentation") that Assignee reasonably may request, in form and substance acceptable to Assignee, to perfect and maintain perfected Assignee's security interest, lien and/or encumbrance in and/or pledge and assignment of the Leases and to consummate the transactions contemplated in or by this Assignment. Assignor hereby irrevocably appoints Assignee (and all Persons designated by Assignee for that purpose) as such Assignor's true and lawful attorney to sign the name of such Assignor on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Assignee, in its sole and absolute discretion may elect. Assignor agrees that a carbon, photographic or photostatic copy, or other reproduction, of this Assignment or of any financing statements, shall be sufficient as a financing statement.

5. Certain Rights of Assignor. So long as there shall exist no Event of Default hereunder, Assignor shall have the right to collect all rents, security deposits, income and profits arising under each and every Lease and to retain, use and enjoy the same and Assignee shall refrain from exercising its rights hereunder.

6. Event of Default. The following shall constitute an "Event of Default" under this Assignment (i) any "Event of Default" occurs under the Loan Agreement, or (ii) any default occurs in the due and punctual performance of or compliance with any other term, covenant or condition in this Assignment and said default continues for a period of 30 days after Assignee gives written notice thereof to Assignor; provided, however, that if said default cannot be cured within said 30 day period, have commenced to effect a cure within such 30 day period and Assignor diligently pursues such cure, Assignor shall have so much additional time as may be reasonably necessary to cure said default, or (iii) any representation or warranty of Assignor made herein shall prove to be false in any material respect when made, or (iv) an "Event of Default" occurs under any of the other Loan Documents.

7. Assignee's Remedies. Upon the occurrence of an Event of Default hereunder, and without regard to the adequacy of any other security therefore or whether or not the entire principal sum of the Obligations is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of any of the Rolling Stock, or any part thereof, personally or by its agents or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of the Rolling Stock, together with all documents, books, records, papers and accounts of the Rolling Stock, and together with all documents, books, records, papers and accounts of Assignor or the then manager of the Rolling Stock relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Rolling Stock and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in Assignee's sole discretion or in the sole discretion of its successors or assigns may deem proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Rolling Stock including actions for recovery of rent, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases or subleases permitted pursuant thereto

and approved by Assignee, for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Loan Agreement or subordinated to the lien thereof, (iv) extend or modify any of the then existing Leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Obligations and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Rolling Stock are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any sale conducted by the Bank, notwithstanding, any redemption from sale, discharge of the Obligations, satisfaction of any such sale decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, renewals, replacements, alterations, betterments, and improvements to the Rolling Stock which to Assignee may seem judicious, (vi) insure and reinsure the Rolling Stock and all risks incidental to Assignee's possession, operation and management thereof and (vii) receive all avails, rents, issues and profits.

8. Application of Rents. Any avails, rents, issues and profits of the Rolling Stock received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Rolling Stock, including reasonable compensation to Assignee or its agent or agents, reasonable attorneys' fees and lease commissions and other compensation and expenses of seeking and procuring lessees and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes or other charges now due or which may hereafter become due on the Rolling Stock, (iii) to the payment of all repairs, renewals, replacements, alternations, additions, betterments, and improvements of the Rolling Stock, including the cost from time to time of installing or replacing Rolling Stock in such condition as will, in the reasonable judgment of Assignee, make the Rolling Stock readily rentable, (iv) to the payment of any Obligations or any deficiency which may result from any sale conducted by the Bank, or (v) with respect to any surplus of remaining funds, to Assignor, unless otherwise required by operation of law or legal process, in which case to such person or persons as may be legally entitled thereto.

9. No Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Rolling Stock after the occurrence of an Event of Default hereunder or from any other act or omission of Assignee in managing the Rolling Stock after the occurrence of an Event of Default hereunder. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases or under or by reason of this Assignment and from any claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases. Should Assignee incur any such liability under any of the Leases, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees which are reasonably incurred,

shall be secured hereby and Assignor shall reimburse Assignee therefore with interest at the default interest rate provided in the Loan Agreement immediately upon demand. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Rolling Stock upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed in connection with the property by any of the lessees or any other person or for any dangerous or defective conditions of the Rolling Stock, or for any negligence in the management, upkeep, repair or control of the Rolling Stock resulting in loss or injury or death to any lessee, licensee, employee or stranger.

10. Defeasance. Upon payment in full of the Obligations, this Assignment shall become and be void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal and interest to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to rely thereon.

11. Attornment. A demand on any lessee by Assignee for the payment of the rent on the occurrence of an Event of Default hereunder shall be sufficient warrant to such lessee to make future payment of rent to Assignee without the necessity of further consent by Assignor. Assignor hereby authorizes and directs each lessee named in each of the Leases, and any other or future lessee of the Rolling Stock, upon receipt from Assignee of written notice to the effect that Assignee is then the lender under the Loan Agreement and that an event of default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under such Lease and to continue to do so until otherwise notified by Assignee.

12. Release and Substitution of Security. Assignee may take or release other security for the Obligations, may release any person primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of the Obligations without prejudice to any of its rights under this Assignment.

13. Right to Exercise Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Agreement. This Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Loan Agreement and/or any of the Loan Documents, it being agreed and understood that no remedy conferred upon or reserved to Assignee herein or in the Loan Agreement or any of the other Loan Documents is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and in the Loan Agreement and the other Loan Documents contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Remedies may be pursued singly, successively or together against Assignor or the Rolling Stock at the sole discretion of Assignee. The right of Assignee to collect the principal sum and interest thereon of the Obligations and to enforce any other security therefore held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

14. **Binding on Successors: Certain Definitions.** This Assignment and the covenants herein contained shall inure to the benefit of Assignee and any subsequent lender under the Loan Agreement and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Rolling Stock. The words "Assignor," "Assignee" and "lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns. The following words and phrases shall be construed as follows: (x) "any" shall be construed as "any and all;" (y) "include" and "including" shall be construed as "including, but not limited to;" and (z) "will" and "shall" shall each be construed as mandatory. The words "hereby," "hereof," "hereto," "herein" and "hereunder" and any similar terms shall refer to this Assignment as a whole and not to any particular paragraph or subparagraph. The word "hereafter" shall mean after the date of this Assignment and the word "heretofore" shall mean before the date of this Assignment. Words of the masculine, feminine or neuter gender shall mean and include the corresponding words of the other genders and words implying the singular number shall mean and include the plural number and vice versa. Words implying persons shall include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

15. **Assignment as Additional Security.** This Assignment is given as additional security for the Obligations. All amounts collected hereunder, after deducting the expenses of collection, shall be applied on account of the Obligations, or in such other manner as may be provided for in the Loan Agreement, or in any general assignment of rents given as additional security for the Obligations. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure the Obligations contained in the Loan Agreement.

16. **Subrogation.** Assignee shall be subrogated to any lien discharged out of the avails, rents, deposits, incomes and profits of the Rolling Stock.

17. **Miscellaneous.**

(a) This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The paragraph headings in this Assignment are used for convenience only and are not to be taken as a part of this Assignment or to be used in determining the intent of the parties or otherwise in interpreting this Assignment.

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without reference to choice of law principles.

(d) Any notices which any party may be required or may desire to give hereunder shall be deemed to have been given if delivered in the manner and to the addresses set forth in section 13.17 of the Loan Agreement.

(e) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same

instrument. In making proof of this Assignment, it shall not be necessary to produce or to account for more than one counterpart.

18. Lessee's Right to Quiet Enjoyment. Notwithstanding anything to the contrary herein, this Assignment shall not be construed as effecting any Lessee's right to quiet enjoyment of the Rolling Stock pursuant to and in accordance with the terms of the Lease applicable to such Lessee; provided that such Lessee is not in default under the terms of the applicable Lease; and provided, further, that such Lessee is not an Affiliate or Subsidiary of Assignor.

**[The rest of this page has been intentionally left blank – signature page follows]**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Rents and Lessor's Interest in Leases as of the date first above written.

PATRIOT RAIL CORP., a Delaware corporation      TENNESSEE SOUTHERN RAILROAD COMPANY, a Tennessee corporation

By: [Signature]      By: [Signature]  
Its: PRESIDENT + CEO      Its: PRESIDENT + CEO

RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation      UTAH CENTRAL RAILWAY COMPANY, a Utah corporation

By: [Signature]      By: [Signature]  
Its: PRESIDENT + CEO      Its: PRESIDENT + CEO

SACRAMENTO VALLEY RAILROAD, INC., a California corporation      LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation

By: [Signature]      By: [Signature]  
Its: PRESIDENT + CEO      Its: PRESIDENT + CEO

TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation

By: [Signature]  
Its: PRESIDENT + CEO

Agreed and accepted:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Rents and Lessor's Interest in Leases as of the date first above written.

PATRIOT RAIL CORP., a Delaware corporation

TENNESSEE SOUTHERN RAILROAD COMPANY, a Tennessee corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation

UTAH CENTRAL RAILWAY COMPANY, a Utah corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SACRAMENTO VALLEY RAILROAD, INC., a California corporation

LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

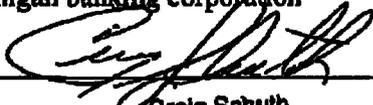
By: \_\_\_\_\_  
Its: \_\_\_\_\_

TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and accepted:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By:  \_\_\_\_\_  
Its: \_\_\_\_\_  
Craig Schuth  
Vice President  
Fifth Third Bank

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he 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

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared Craig Schmitt to me personally known, who being by me duly sworn, says that he is the President of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

Linda F. Boswell  
Notary Public

My Commission Expires:

July 13, 2013



STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT & CEO of TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

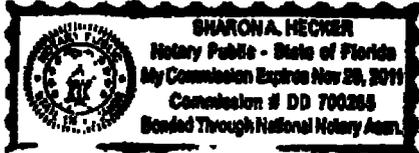


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF LAMAR ) ss

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the Pres. & CEO of RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

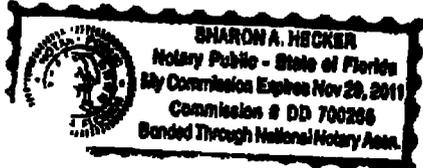


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF FLORIDA )  
COUNTY OF LAMAR ) ss

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the Pres. & CEO of UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

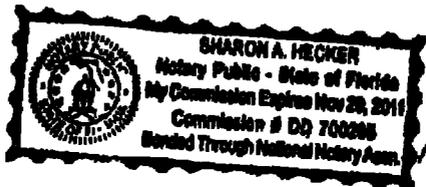


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Lambert )<sup>ss</sup>

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the Pres. & CEO of SACRAMENTO VALLEY RAILROAD, INC., a California corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

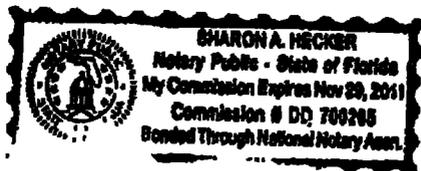


Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Lambert )<sup>ss</sup>

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the Pres. & CEO of TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public  
My Commission Expires:  
Nov. 29, 2011

STATE OF Florida )  
COUNTY OF Polk ) ss

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY D. MAGNANO to me personally known, who being by me duly sworn, says that he is the Pres & CEO of LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public

My Commission Expires:  
Nov. 29, 2011

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he 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

My Commission Expires:  
\_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF Palm Beach )<sup>ss</sup>

On this 3<sup>rd</sup> day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY D. MARINO to me personally known, who being by me duly sworn, says that he is the Pres & CEO of PATRIOT RAIL CORP., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker  
Notary Public

My Commission Expires:

Nov. 29 2011