

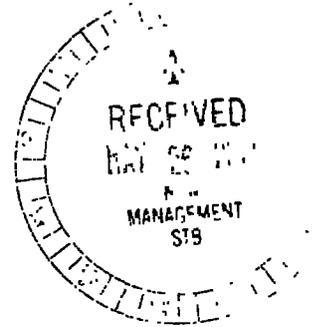


PROCEEDING NO. 26151-A FILED

MAY 20 11 -11 10 AM

GENERAL COUNSEL'S OFFICE

May 11, 2011



Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, DC 20423-0001

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 (a) is one (1) original of a Partial Release of Memorandum of Lease, dated as of May 3, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board on January 25, 2006, under Recordation No. 26151.

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

Lessee: Progressive Rail Incorporated, as Assignee of Lease to
Steelwheels. LLC
21778 Highview Ave.
Lakeville. MN 55044

Lessor: Data Sales Co., Inc.
3450 West Burnsville Parkway
Burnsville, MN 55337

A description of the equipment covered by the document follows:

Forty-Five (45) used railcars with reporting marks and numbers as follows:

PRG 2669 – PRG 2749, Non-Inclusive

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

Partial Release of Memorandum of Lease

Chief, Section of Administration
May 11, 2011
Page Two

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to my attention.

Sincerely,

MIDWEST RAILCAR CORPORATION

A handwritten signature in cursive script that reads "Karyn F. Ward".

Karyn F. Ward

Director-Credit & Contract Administration



3450 West Burnsville Parkway | Burnsville, MN 55337
Main: 952.890.8838 | Fax: 952.890.8917
www.datasales.com

RECORDATION NO. 26151-A FILED

MAY 2011 -11 30 AM

SURFACE TRANSPORTATION BOARD

May 3, 2011

Doug Whitley
Progressive Rail Corporation
As Assignee of Lease to Steelwheels LLC
21778 Highview Ave.
Lakeville, MN 55044

RE: Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006

THIS Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006 is entered into by and between Data Sales Co., Inc., a Minnesota Corporation ("Lessor") and Progressive Rail Corporation, a Minnesota corporation ("Lessee") effective May 3, 2011.

1. In consideration of payment in full Lessee to Lessor, plus tax and freight, if any of \$1,388,250.00 (the "purchase price"), Lessor shall release the rail cars identified on the Exhibit A attached hereto and made part hereof, from the Memorandum of Lease filed with the Surface Transit Board on January 25, 2006 attached as Exhibit B hereto and made part hereof
2. Lessor's obligation to perform hereunder shall be contingent upon receipt of the full Purchase Price. With respect thereto: (check one):
 - A. Lessor hereby acknowledges receipt of the full Purchase Price.
 - B. The full Purchase price shall be paid by Lessee and received by Lessor no later than May 4, 2011. In the event that the Lessor does not receive the full Purchase Price within such period, this Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006 shall be null and void.

Upon receipt of the full Purchase Price, Lessor shall partially release, assign, convey, deliver and otherwise transfer to Lessee all of Lessor's rights, title, and interest in and to the Equipment.

This Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

3. This Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006, shall be governed by the laws of the State of Minnesota, exclusive of its conflict of law provisions.

LESSEE
Progressive Rail Corporation

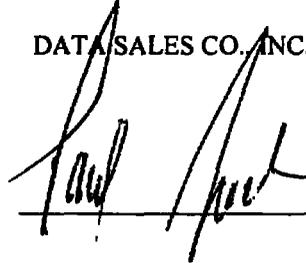
(as to Section 2(b) if checked)

By:

It's

LESSOR

DATA SALES CO. INC.

A handwritten signature in black ink, appearing to read "Paul C. Breckner", is written over a horizontal line.

By: Paul C. Breckner

It's CEO and President

EXHIBIT A

45 Rail Car Identities

Forty-Five (45) used railcars as further described below

<u>Car Initial</u>	<u>Car Number</u>	<u>Car Type</u>	<u>Car Initial</u>	<u>Car Number</u>	<u>Car Type</u>
1	PRG 2669	100 Ton, 62 foot RBL Boxcar	24	PRG 2712	100 Ton, 62 foot RBL Boxcar
2	PRG 2670	100 Ton, 62 foot RBL Boxcar	25	PRG 2713	100 Ton, 62 foot RBL Boxcar
3	PRG 2673	100 Ton, 62 foot RBL Boxcar	26	PRG 2715	100 Ton, 62 foot RBL Boxcar
4	PRG 2674	100 Ton, 62 foot RBL Boxcar	27	PRG 2717	100 Ton, 62 foot RBL Boxcar
5	PRG 2676	100 Ton, 62 foot RBL Boxcar	28	PRG 2718	100 Ton, 62 foot RBL Boxcar
6	PRG 2678	100 Ton, 62 foot RBL Boxcar	29	PRG 2719	100 Ton, 62 foot RBL Boxcar
7	PRG 2681	100 Ton, 62 foot RBL Boxcar	30	PRG 2720	100 Ton, 62 foot RBL Boxcar
8	PRG 2684	100 Ton, 62 foot RBL Boxcar	31	PRG 2724	100 Ton, 62 foot RBL Boxcar
9	PRG 2685	100 Ton, 62 foot RBL Boxcar	32	PRG 2728	100 Ton, 62 foot RBL Boxcar
10	PRG 2686	100 Ton, 62 foot RBL Boxcar	33	PRG 2729	100 Ton, 62 foot RBL Boxcar
11	PRG 2688	100 Ton, 62 foot RBL Boxcar	34	PRG 2735	100 Ton, 62 foot RBL Boxcar
12	PRG 2690	100 Ton, 62 foot RBL Boxcar	35	PRG 2738	100 Ton, 62 foot RBL Boxcar
13	PRG 2691	100 Ton, 62 foot RBL Boxcar	36	PRG 2739	100 Ton, 62 foot RBL Boxcar
14	PRG 2692	100 Ton, 62 foot RBL Boxcar	37	PRG 2741	100 Ton, 62 foot RBL Boxcar
15	PRG 2693	100 Ton, 62 foot RBL Boxcar	38	PRG 2742	100 Ton, 62 foot RBL Boxcar
16	PRG 2697	100 Ton, 62 foot RBL Boxcar	39	PRG 2743	100 Ton, 62 foot RBL Boxcar
17	PRG 2699	100 Ton, 62 foot RBL Boxcar	40	PRG 2744	100 Ton, 62 foot RBL Boxcar
18	PRG 2700	100 Ton, 62 foot RBL Boxcar	41	PRG 2745	100 Ton, 62 foot RBL Boxcar
19	PRG 2701	100 Ton, 62 foot RBL Boxcar	42	PRG 2746	100 Ton, 62 foot RBL Boxcar
20	PRG 2702	100 Ton, 62 foot RBL Boxcar	43	PRG 2747	100 Ton, 62 foot RBL Boxcar
21	PRG 2705	100 Ton, 62 foot RBL Boxcar	44	PRG 2748	100 Ton, 62 foot RBL Boxcar
22	PRG 2710	100 Ton, 62 foot RBL Boxcar	45	PRG 2749	100 Ton, 62 foot RBL Boxcar
23	PRG 2711	100 Ton, 62 foot RBL Boxcar			



3450 West Burnsville Parkway | Burnsville, MN 55337
Main: 952.890.8838 | Fax: 952.890.8917
www.datasales.com

May 3, 2011

Doug Whitley
Progressive Rail Corporation
As Assignee of Lease to Steelwheels LLC
21778 Highview Ave.
Lakeville, MN 55044

RE: Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006

THIS Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006 is entered into by and between Data Sales Co., Inc., a Minnesota Corporation ("Lessor") and Progressive Rail Corporation, a Minnesota corporation ("Lessee") effective May 3, 2011.

1. In consideration of payment in full Lessee to Lessor, plus tax and freight, if any of \$1,388,250.00 (the "purchase price"), Lessor shall release the rail cars identified on the Exhibit A attached hereto and made part hereof, from the Memorandum of Lease filed with the Surface Transit Board on January 25, 2006 attached as Exhibit B hereto and made part hereof
2. Lessor's obligation to perform hereunder shall be contingent upon receipt of the full Purchase Price. With respect thereto: (check one):
 - A. Lessor hereby acknowledges receipt of the full Purchase Price.
 - B. The full Purchase price shall be paid by Lessee and received by Lessor no later than May 4, 2011. In the event that the Lessor does not receive the full Purchase Price within such period, this Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006 shall be null and void.

Upon receipt of the full Purchase Price, Lessor shall partially release, assign, convey, deliver and otherwise transfer to Lessee all of Lessor's rights, title, and interest in and to the Equipment.

This Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

3. This Partial Release of Memorandum of Lease - Surface Transportation Board Recordation No. 26151 Filed January 25, 2006, shall be governed by the laws of the State of Minnesota, exclusive of its conflict of law provisions.

LESSEE
Progressive Rail Corporation

(as to Section 2(b) if checked)


By: Lou VAN GEMERT
It's CEO

LESSOR

DATA SALES CO., INC.

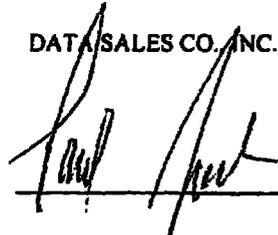

By: Paul C. Breckner
It's CEO and President

EXHIBIT A

45 Rail Car Identities

Forty-Five (45) used railcars as further described below

<u>Car Initial</u>	<u>Car Number</u>	<u>Car Type</u>	<u>Car Initial</u>	<u>Car Number</u>	<u>Car Type</u>
1	PRG 2669	100 Ton, 62 foot RBL Boxcar	24	PRG 2712	100 Ton, 62 foot RBL Boxcar
2	PRG 2670	100 Ton, 62 foot RBL Boxcar	25	PRG 2713	100 Ton, 62 foot RBL Boxcar
3	PRG 2673	100 Ton, 62 foot RBL Boxcar	26	PRG 2715	100 Ton, 62 foot RBL Boxcar
4	PRG 2674	100 Ton, 62 foot RBL Boxcar	27	PRG 2717	100 Ton, 62 foot RBL Boxcar
5	PRG 2676	100 Ton, 62 foot RBL Boxcar	28	PRG 2718	100 Ton, 62 foot RBL Boxcar
6	PRG 2678	100 Ton, 62 foot RBL Boxcar	29	PRG 2719	100 Ton, 62 foot RBL Boxcar
7	PRG 2681	100 Ton, 62 foot RBL Boxcar	30	PRG 2720	100 Ton, 62 foot RBL Boxcar
8	PRG 2684	100 Ton, 62 foot RBL Boxcar	31	PRG 2724	100 Ton, 62 foot RBL Boxcar
9	PRG 2685	100 Ton, 62 foot RBL Boxcar	32	PRG 2728	100 Ton, 62 foot RBL Boxcar
10	PRG 2686	100 Ton, 62 foot RBL Boxcar	33	PRG 2729	100 Ton, 62 foot RBL Boxcar
11	PRG 2688	100 Ton, 62 foot RBL Boxcar	34	PRG 2735	100 Ton, 62 foot RBL Boxcar
12	PRG 2690	100 Ton, 62 foot RBL Boxcar	35	PRG 2738	100 Ton, 62 foot RBL Boxcar
13	PRG 2691	100 Ton, 62 foot RBL Boxcar	36	PRG 2739	100 Ton, 62 foot RBL Boxcar
14	PRG 2692	100 Ton, 62 foot RBL Boxcar	37	PRG 2741	100 Ton, 62 foot RBL Boxcar
15	PRG 2693	100 Ton, 62 foot RBL Boxcar	38	PRG 2742	100 Ton, 62 foot RBL Boxcar
16	PRG 2697	100 Ton, 62 foot RBL Boxcar	39	PRG 2743	100 Ton, 62 foot RBL Boxcar
17	PRG 2699	100 Ton, 62 foot RBL Boxcar	40	PRG 2744	100 Ton, 62 foot RBL Boxcar
18	PRG 2700	100 Ton, 62 foot RBL Boxcar	41	PRG 2745	100 Ton, 62 foot RBL Boxcar
19	PRG 2701	100 Ton, 62 foot RBL Boxcar	42	PRG 2746	100 Ton, 62 foot RBL Boxcar
20	PRG 2702	100 Ton, 62 foot RBL Boxcar	43	PRG 2747	100 Ton, 62 foot RBL Boxcar
21	PRG 2705	100 Ton, 62 foot RBL Boxcar	44	PRG 2748	100 Ton, 62 foot RBL Boxcar
22	PRG 2710	100 Ton, 62 foot RBL Boxcar	45	PRG 2749	100 Ton, 62 foot RBL Boxcar
23	PRG 2711	100 Ton, 62 foot RBL Boxcar			

EXHIBIT B

data sales co.

3450 west burnsville parkway • burnsville, mn 55337
952-890-8838 • fax 952-890-8917

RECORDATION NO. 26151 FILED

JAN 25 '06

2-14 PM

SURFACE TRANSPORTATION BOARD

January 10, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423



Dear Mr. Williams:

Enclosed for recordation pursuant to the provision of 49 U.S.C. Section 11301(a) an original and one counter part a primary document as defined in the Board's Rules of the Recordation of Documents.

Name and address of the party to the enclosed documents are:

Lessee: Steelwheels, LLC.
21778 Highview Avenue
Lakeville, Minnesota 55044

Lessor: Data Sales Co., Inc.
3450 West Burnsville Parkway
Burnsville, Minnesota 55337

A description of the railroad equipment covered by the enclosed document is:

Fifty-three (53) RBL Rail Boxcars bearing PGR reporting marks with road mark numbers contained within the Series 2669 – 2670, 2673 – 2674, 2678, 2680 – 2682, 2684 – 2686, 2688, 2690 – 2694, 2696 – 2697, 2699 – 2702, 2705, 2710, 2711 – 2713, 2715, 2717 – 2720, 2723 – 2724, 2726, 2728 – 2729, 2731, 2735 – 2736, 2738 – 2739, 2741 – 2749 as more particularly set forth in the Equipment Schedule 2, two pages, attached to the document.

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

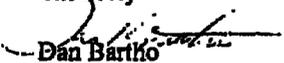
Memorandum of Lease

Mr. Vernon A. Williams
January 10, 2006
Page 2.

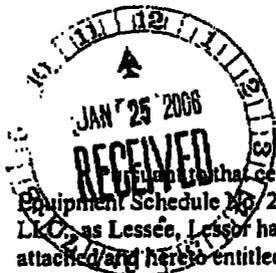
Also, enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly, return the stamped copies of the enclosed document to the undersigned.

Sincerely


Dan Bartho

Data Sales, Co., Inc.
3450 West Burnsville Parkway
Burnsville, MN 55337



Memorandum of Lease

That certain General Equipment Lease dated January 28, 2005 supported with Equipment Schedule No. 2 ("Lease") by and between Data Sales Co., Inc., as Lessor, and Steelwheels, LLC, as Lessee, Lessor has leased to Lessee the RBL Rail Boxcars identified in Equipment Schedule 2 attached hereto entitled "Unit Numbers: (53) RBL Rail Boxcars".

KNOW ALL PERSONS BY THESE PRESENTS THAT:

The addresses of the Parties are as follows:

Lessee: Steelwheels, LLC.
21778 Highview Avenue
Lakeville, Minnesota 55044

Lessor: Data Sales Co., Inc.
3450 West Burnsville Parkway
Burnsville, Minnesota 55337

RECORDATION NO. 26151 FILED

JAN 25 '06 2-14 PM

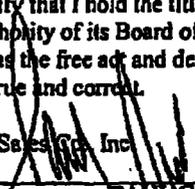
SURFACE TRANSPORTATION BOARD

WHEREAS, the Lessor and Lessee entered into that certain Lease; equipment identified on Equipment Schedule 2 - Attachment to Equipment Lease No. 1-9963.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of the parties and accordingly the Parties have caused this memorandum to be executed by their respective duly authorized officers, as of first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, by this instrument the Lessor hereby leases and confirms the lease of the equipment to the Lessee in accordance with the terms and conditions of the Lease, and the Lessee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

Data Sales Co., Inc.
By: 
Name: PAUL C. BRECKNER
Title: PRESIDENT/CEO

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury that the foregoing is true and correct.

Steelwheels, LLC.
By: 
Name: TIMOTHY EKLUND
Title: MANAGING DIRECTOR

EQUIPMENT SCHEDULE 2 - ATTACHMENT TO

EQUIPMENT LEASE NO. 1-9963 DATED 1/28/05,

LESSOR: Data Sales Co., Inc.
LESSEE: Steelwheels, LLC.

Unit Numbers: (53 RBL Rail Boxcars)

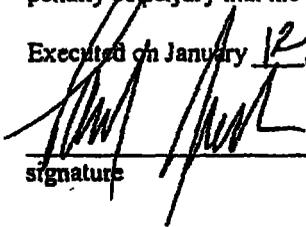
<u>Car</u>	<u>Car</u>	<u>Car</u>	<u>Car</u>	<u>Car</u>	<u>Car</u>
<u>Initial</u>	<u>Car Number</u>	<u>Car Type</u>	<u>Initial</u>	<u>Car Number</u>	<u>Car Type</u>
PGR	2669	100 ton, 62 foot RBL Boxcar	PGR	2711	100 ton, 62 foot RBL Boxcar
PGR	2670	100 ton, 62 foot RBL Boxcar	PGR	2712	100 ton, 62 foot RBL Boxcar
PGR	2673	100 ton, 62 foot RBL Boxcar	PGR	2713	100 ton, 62 foot RBL Boxcar
PGR	2674	100 ton, 62 foot RBL Boxcar	PGR	2715	100 ton, 62 foot RBL Boxcar
PGR	2676	100 ton, 62 foot RBL Boxcar	PGR	2717	100 ton, 62 foot RBL Boxcar
PGR	2678	100 ton, 62 foot RBL Boxcar	PGR	2718	100 ton, 62 foot RBL Boxcar
PGR	2680	100 ton, 62 foot RBL Boxcar	PGR	2719	100 ton, 62 foot RBL Boxcar
PGR	2681	100 ton, 62 foot RBL Boxcar	PGR	2720	100 ton, 62 foot RBL Boxcar
PGR	2682	100 ton, 62 foot RBL Boxcar	PGR	2723	100 ton, 62 foot RBL Boxcar
PGR	2684	100 ton, 62 foot RBL Boxcar	PGR	2724	100 ton, 62 foot RBL Boxcar
PGR	2685	100 ton, 62 foot RBL Boxcar	PGR	2726	100 ton, 62 foot RBL Boxcar
PGR	2686	100 ton, 62 foot RBL Boxcar	PGR	2728	100 ton, 62 foot RBL Boxcar
PGR	2688	100 ton, 62 foot RBL Boxcar	PGR	2729	100 ton, 62 foot RBL Boxcar
PGR	2690	100 ton, 62 foot RBL Boxcar	PGR	2731	100 ton, 62 foot RBL Boxcar
PGR	2691	100 ton, 62 foot RBL Boxcar	PGR	2735	100 ton, 62 foot RBL Boxcar
PGR	2692	100 ton, 62 foot RBL Boxcar	PGR	2736	100 ton, 62 foot RBL Boxcar
PGR	2693	100 ton, 62 foot RBL Boxcar	PGR	2738	100 ton, 62 foot RBL Boxcar
PGR	2694	100 ton, 62 foot RBL Boxcar	PGR	2739	100 ton, 62 foot RBL Boxcar
PGR	2696	100 ton, 62 foot RBL Boxcar	PGR	2741	100 ton, 62 foot RBL Boxcar
PGR	2697	100 ton, 62 foot RBL Boxcar	PGR	2742	100 ton, 62 foot RBL Boxcar
PGR	2699	100 ton, 62 foot RBL Boxcar	PGR	2743	100 ton, 62 foot RBL Boxcar
PGR	2700	100 ton, 62 foot RBL Boxcar	PGR	2744	100 ton, 62 foot RBL Boxcar
PGR	2701	100 ton, 62 foot RBL Boxcar	PGR	2745	100 ton, 62 foot RBL Boxcar
PGR	2702	100 ton, 62 foot RBL Boxcar	PGR	2746	100 ton, 62 foot RBL Boxcar
PGR	2705	100 ton, 62 foot RBL Boxcar	PGR	2747	100 ton, 62 foot RBL Boxcar
PGR	2710	100 ton, 62 foot RBL Boxcar	PGR	2748	100 ton, 62 foot RBL Boxcar
			PGR	2749	100 ton, 62 foot RBL Boxcar

Lessee: _____

CORPORATE FORM OF ACKNOWLEDGEMENT

I, Paul Breckner, certify that I am President of Data Sales Co., Inc., that this acknowledgement to the forgoing instrument is corporate seal acknowledgement of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the forgoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the forgoing is true and correct.

Executed on January 12, 2006



signature

State of Minnesota)
County of Dakota)ss:

On this the 12 day of January, 2006 before me personally appeared Paul Breckner, to me personally known, who being by me duly sworn, says that he is the President of Data Sales Co., Inc., that said forgoing instruments was signed and sealed of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the forgoing instrument was the free act and deed of said corporation.

"no seal"

Signature of Notary Public Wendy Ann Berndt

My commission expires 1-31-2010

