

OCT 30 '09

4:10 PM

**FLETCHER & SIPPEL LLC**

ATTORNEYS AT LAW

29 North Wacker Drive  
Suite 920  
Chicago, Illinois 60606-2832MYLES L. TOBIN  
(312) 252-1532  
mtobin@fletcher-sippel.com

October 29, 2009

SURFACE TRANSPORTATION BOARD

Phone: (312) 252-1500  
Fax: (312) 252-2400  
www.fletcher-sippel.com*Via Overnight (Next Business Day) Delivery*Ms. Anne K. Quinlan  
Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, DC 20423-0001  
Attn: Office of Recordations

Dear Secretary Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are an original and two (2) copies of a Memorandum of Loan and Security Agreement, dated as of October 30, 2009, a primary document as defined in the Board's Rules for the Recordation of Documents and an original and two (2) copies of an Assignment of Rents and Lessor's Interest in Leases, dated as of October 30, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

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

Debtor:

Permian Basin Railways, Inc.  
Central Car Repair, LLC  
Isla Largo, LLC  
118 South Clinton Street  
Suite 400  
Chicago, Illinois 60601

Arizona Eastern Railway

San Luis &amp; Rio Grande Railroad

Texas and New Mexico Railroad

West Texas &amp; Lubbock Railway

Chicago Terminal Railroad Company

# FLETCHER & SIPPEL LLC

Ms. Anne K. Quinlan  
October 29, 2009  
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High Iron Travel Corp.

Mount Hood Railroad Company

Mount Hood Railroad Dinner Train

Hood River Rail Company, LLC

**Secured Parties:**

Fifth Third Bank (Chicago)  
222 South Riverside Plaza  
32<sup>nd</sup> Floor  
Chicago, Illinois 60606

A description of the railroad equipment is included as Exhibit A to the document. Included in the property covered by the aforesaid documents are rolling stock and equipment intended for use and related to interstate commerce.

Also enclosed is a check in the amount of \$82.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Respectfully submitted,



Myles L. Tobin  
Attorney for Secured Party

Enclosures.

OCT 30 '09

4:10 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 September 29, 2009 by PERMIAN BASIN RAILWAYS, INC., an Illinois corporation, CENTRAL CAR REPAIR, LLC, an Illinois Limited Liability Company and ISLA LARGO, LLC, an Illinois Limited Liability Company, whose address is 118 South Clinton Street, Suite 400, Chicago, Illinois 60661 (collectively "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, a Michigan banking corporation ("Fifth Third" or "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.

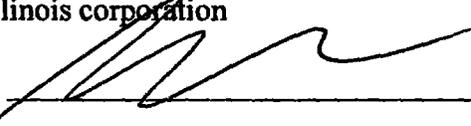
(e) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. In making proof of this Assignment, it shall not be necessary to produce or to account for more than one counterpart.

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

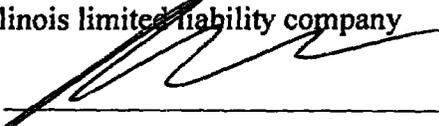
Lessee; provided that such Lessee is not in default under the terms of the applicable Lease; and provided, further, that such Lessee is not an Affiliate or Subsidiary of Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed under seal as of the date first written above.

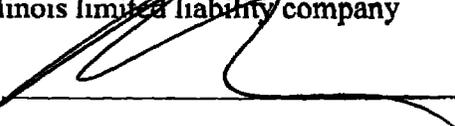
**PERMIAN BASIN RAILWAYS, INC.**  
an Illinois corporation

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

**CENTRAL CAR REPAIR, LLC**  
an Illinois limited liability company

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

**ISLA LARGO, LLC**  
an Illinois limited liability company

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

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

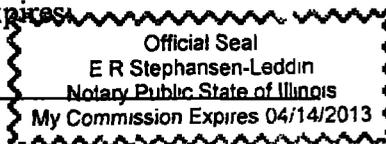
On this 28 day of September, 2009, before me, a Notary Public of the County and State aforesaid, personally appeared Edwin Cellis to me personally known, who being by me duly sworn, says that (s)he is the manager of Permian Basin Railways, Inc., an Illinois corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)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:

4.14.2013



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

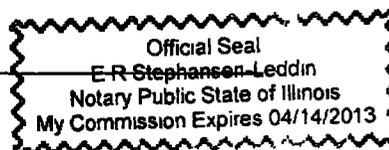
On this 28 day of September, 2009, before me, a Notary Public of the County and State aforesaid, personally appeared Edwin Cellis to me personally known, who being by me duly sworn, says that (s)he is the manager of Central Car Repair, LLC, an Illinois limited liability company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)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:

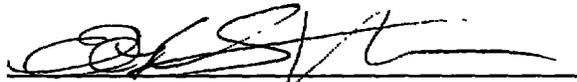
4.14.2013



STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

On this 28 day of September, 2009, before me, a Notary Public of the County and State aforesaid, personally appeared Cawin Ellis to me personally known, who being by me duly sworn, says that (s)he is the manager of Isla Largo, LLC, an Illinois limited liability company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)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:

4.14.2013



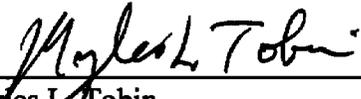
**EXHIBIT "A"**  
**ROLLING STOCK**

YEAR	MAKE	TYPE	MODEL	VALUE NEW	VIN #	LOCATION	STATE
				\$ 20,000.00	1GDP8C1Y7BV588108	Brownfield	TX
1981	GMC	Truck	Brigadier Boom Truck	\$ 18,000.00	1GCFC24F9WZ172113	Kemit	TX
1997	Chevy	Truck	2500 Utility Shop	\$ 500.00	45HHH1828L1584331	Brownfield	TX
1990	HMDE	Trailer	18 Foot	\$ 18,500.00	1GBHK34KOPE224476	Brownfield	TX
1993	Chevy	Truck	GMT-400	\$ 37,500.00	1FDYW82A8LVA42939	Alamosa	CO
1990	Ford	Truck	L800	\$ 25,000.00	1GDT9C4Z8CV594562	Kemit	TX
1982	GMC	Truck	Topkick	\$ 5,000.00	18VGX2625P1636565	Brownfield	TX
1993	Big Tex	Trailer	Trailer	\$ 23,582.00	1FTRW12W56KB25473	Brownfield	TX
2006	Ford	F150	Pickup	\$ 6,000.00	1GBKC34SX6J112584	Alamosa	CO
1995	Chevy	Truck	C3500-Heavy Duty	\$ 11,250.00	1FTNXX21S3XED47235	Claypool	AZ
1999	Ford	Pickup	F250 Super Duty	\$ 8,250.00	1GNEC13RXJ350462	Safford	AZ
1999	Chevy	Truck	Tahoe	\$ 3,500.00	1GBHC34KXSE220876	Claypool	AZ
1995	Chevy	Pickup	C3500 Flat Bed	\$ 8,500.00	2GCEC19W8Y1394193	Claypool	AZ
2000	Chevy	Truck	Silverado C1500	\$ 3,750.00	1GCGC34R2TZ155018	Alamosa	CO
1998	Chevy	Pickup	C3500	\$ 9,750.00	1GCGC33R9YF489198	Claypool	AZ
2000	Chevy	Pickup	C3500	\$ 3,750.00	1B7FL26X0W2683356	Claypool	AZ
1998	Dodge	Pickup	Dakota	\$ 3,250.00	1GCGC34R2WE208804	Claypool	AZ
1998	Chevy	Pickup	C3500	\$ 8,250.00	1GBJC34R5WF017019	Claypool	AZ
1998	Chevy	Pickup	C3500	\$ 24,300.00	2GCGC29KXN242330	Albuquerque	NM
1992	Chevy	Truck	2500 3/4 TON	\$ 9,750.00	1GCGC33R9YF475835	Claypool	AZ
2000	Chevy	Pickup	C3500	\$ 11,250.00	1GDM7H1J4RJ504837	Safford	AZ
1994	GMC	Pickup	Crew Cab - Boom Truck	\$ 40,000.00	1GCHK23194F141407	Safford	AZ
2004	Chevy	Pickup	Silverado K2500 HD	\$ 40,000.00	1GCHK29U84E210563	Safford	AZ
2004	Chevy	Pickup	Silverado K2500 HD	\$ 40,000.00	1GCHK29U44E232124	Claypool	AZ
2004	Chevy	Pickup	Silverado K2500 HD	\$ 500.00	AZ223229	Claypool	AZ
1999	HMDE	Trailer	Trailer	\$ 500.00	AZ211328	Claypool	AZ
1998	HMDE	Trailer	Trailer	\$ 25,860.01	1GCDT13E378222775	Claypool	AZ
2007	Chevy	Pickup	Colorado	\$ 15,000.00	1GCGC33K2RJ328080	Claypool	AZ
1994	Chevy	Pickup	C3500	\$ 24,221.28	1N8AD07W27C441430	Safford	AZ
2007	Nissan	Pickup	Frontier	\$ 8,027.47	3B7HF12Z0WG216017	Safford	AZ
1998	Dodge	Pickup	1600 Club Cab Long Bed	\$ 80,000.00	1FDAX57P43ED74212	Alamosa	CO
2003	Ford	Truck	F-550 Service Truck	\$ 32,000.00	1FTSW31504EC22152	Brownfield	TX
2004	Ford	Truck	F350 - 6 Pack Crew Hauler	\$ 64,000.00	3FTSX31523MB28585	Alamosa	CO
2003	Ford	Truck	F350-High Rail	\$ 32,000.00	1FTHX26H4PBK84946	Alamosa	CO
1992	Ford	Truck	High Rail (Don Shank)	NC	2GCGC29KXN1242330	Brownfield	TX
1992	Chevy	Truck	High Rail	\$ 19,900.00	1HTSHZ3T7LH258133	Safford	AZ
1990	INTL	Truck	Boom Truck	\$ 106,750.00	1FDYY82E5SVA66712	Safford	AZ
1995	Ford	Truck	LTS 8000 High Rail Grapple T	\$ 17,000.00	1GDGC33R7YF490362	Safford	AZ
2000	Chevy	Truck	3500	\$ 3,500.00	1GTEK14K8SZ560686	Globe	AZ
1995	GMC	Truck	TK109	\$ 20,000.00	1FMZU63K82ZC64959	Denver	CO
2002	Ford	SUV	#500 Explorer	\$ 12,000.00	1B7GG23Y5VS270599	Brownfield	TX
1997	Dodge	Truck	Dodge Dakota	\$ 12,720.00	1FDXF48FSXEC06309	Brownfield	TX
1999	Ford	Truck	F450 Flat bed	\$ 17,000.00	1FMYU02Z48KAO2636	Eunice	NM
2008	Ford	Truck	Escape	\$ 5,000.00	1FDLF47G9TEB51699	Safford	AZ
1988	Ford	Truck	FSD	\$ 5,000.00	1FDLF47F4VEB26283	Safford	AZ
1997	Ford	Truck	FSD	\$ 8,000.00	13ZSA081471005011	Safford	AZ
2007	Parke	UT	SA600 w/trailer	\$ 5,000.00	1GDKC34J2WF054048	Alamosa	CO
1998	GMC	Pickup	Sierra	NC	F26HRBJ3874	Hood River	OR
1978	FORD	PU	F250 CUSTOM	\$ 8,000.00	1GB0C30M085135059	Hood River	OR
1986	Chevy	TRK	Custom Deluxe Crewcab	\$ 24,170.00	1GTHK33RZXF059888	Hood River	OR
1999	GMC	TRK	Sierra Crewcab	\$ 25,081.00	1J8GR48KX7C815593	Brownfield	TX
2007	Jeep		Grande Cherokee	\$ 30,500.00	1FTSW20R0BED65438	Brownfield	TX
2008	Ford	Truck	F250 Super Duty Crewcab	\$ 20,000.00	1FTSW30F7XEB82998	Brownfield	TX
1999	Ford	Truck	F350 Crew Cab, Diesel	\$ 8,800.00	1FTSF30I51ED04061	Elk Grove Vill	IL
2001	Ford	Truck	F350 Utility HI-Rail	\$ 9,800.00	1FDXF80E1SVA25417	Brownfield	TX
1995	Ford	Truck	F800 Utility Crane HI-Rail	\$ 82,500.00	1M1AK06Y56N009866	Safford	AZ
2008	Mack	CXN	Mack CXN	\$ 48,500.00	1TKB05221YM089773	Safford	AZ
2000	Trailer King		Trail King detachable stretch t	\$ 7,000.00	1FMPU1819XLB16678	Alamosa	CO
1999	Ford	SUV	Expedition	\$ 20,000.00	4GDT9C4Z5KV800083	Elk Grove Vill	IL
1989	GMC	Tandem	Brigadier	\$ 9,800.00	1FDXF80E1SVA25417	Brownfield	TX
1995	Ford	Crane	F800 N50 Crane	\$ 17,500.00	1FTSW30L54EC58204	Safford	AZ
2004	Ford	Truck	F350 hi rail				

UNIT #	MODEL	VALUE	BUILT	ACQ	SERIAL #
AZER 2056	EMD GP-20	\$150,000	1960	Nov-04	7603-47
AZER 2171	EMD GP-20	\$175,000	1980	Nov-04	7584-
MRAX 515	EMD E-8	\$175,000	Jun-53	Jun-09	18120
MRAX 518	EMD E-8	\$175,000	Jun-53	Jun-09	18119
MRAX 518	EMD E-8	\$175,000	Jun-53	Jun-09	18121
MRAX 521	EMD E-8	\$175,000	Jul-51	Jun-09	14659
MRAX 21	EMD BL-2	\$125,000	Mar-48	Jun-09	8813
MRAX 58	EMD BL-2	\$125,000	Apr-48	Jun-09	8818

UNIT #	MODEL	VALUE	LOCATION
SLRG 2001	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2012	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2017	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2018	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2019	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2665	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2869	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2804	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2838	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2992	Passenger Car	\$25,000	Letterkenny, PA
SLRG 2912	Passenger Car	\$25,000	Madison, IL
SLRG 2958	Passenger Car	\$25,000	Madison, IL
SLRG 2960	Passenger Car	\$25,000	Madison, IL
SLRG 2967	Passenger Car	\$25,000	Madison, IL
SLRG 2976	Passenger Car	\$25,000	Madison, IL
SLRG 2011	Passenger Car	\$25,000	Landisville, PA
SLRG 2833	Passenger Car	\$25,000	Landisville, PA
SLRG 2903	Passenger Car	\$25,000	Landisville, PA
SLRG 2928	Passenger Car	\$25,000	Landisville, PA
SLRG 2951	Passenger Car	\$25,000	Landisville, PA
SLRG 2955	Passenger Car	\$25,000	Landisville, PA
SLRG 2991	Passenger Car	\$25,000	Landisville, PA

Under penalty of perjury, I declare that I have compared the foregoing copy of the Assignment of Rents and Lessor's Interest in Leases with the original and have found the copy to be complete and identical in all respects to the original document.

  
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Myles L. Tobin  
Filer for Secured Party