

TRACK USE AGREEMENT

This Agreement entered into as of this ___th day of September, 2016, by and between RYDER INTEGRATED LOGISTICS, INC., a Delaware corporation ("RYDER") and the CITY OF ROCHELLE, ILLINOIS, an Illinois non-home rule municipal corporation (the "City").

WHEREAS, the City owns a line of railroad (the "City Track") connecting the Rochelle industrial park with rail lines operated by Union Pacific Railroad Company ("UP") and BNSF Railway Company ("BNSF") in the vicinity of Rochelle, IL;

WHEREAS, Burlington Junction Railway Company ("BJRY") currently provides switching service between the lines of UP and BNSF and industries located in the Rochelle industrial park, as the City's designated operator of the City Track;

WHEREAS, the City currently uses certain tracks (the "Ryder Facility Tracks") owned by Ryder and located adjacent to Ryder's facility in the Rochelle industrial park (the "Ryder Facility") for the purpose of switching loaded and empty rail cars to and from the Ryder Facility ("Ryder Cars"), and to and from industries other than Ryder ("Non-Ryder Cars");

WHEREAS, Ryder is willing to grant to the City the right to continue to use the Ryder Facility Tracks on the terms and subject to the conditions set forth hereinafter, and

WHEREAS, the parties hereto desire to set forth the terms and conditions under which the City shall be permitted to use the Ryder Facility Tracks:

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. GRANT OF OPERATING RIGHTS

(a) Ryder hereby grants to the City (including BJRY or any future rail service provider designated by the City, referred to herein collectively as the "Operator") the right to enter upon, and to operate its trains, locomotives, cars and equipment with its crews over those certain Ryder Facility Tracks designated as Track 3, Track 4 and Track 5 (as shown on Attachment A hereto) for the purpose of switching Non-Ryder Cars to and from industries other than the Ryder Facility. The rights granted by Ryder pursuant to this Section 1(a) may be used for the sole purpose of delivering, receiving and switching Non-Ryder Cars.

(b) Ryder hereby grants to the City and its Operator the right to enter upon, and to operate its trains, locomotives, cars and equipment with its crews over those certain Ryder Facility Tracks designated as Track 1, Track 2, Track 3, Track 4 and Track 5 (as shown on Attachment A hereto) for the purpose of switching Ryder Cars to and from the Ryder Facility. The rights granted by Ryder pursuant to this Section 1(b) may be used for the sole purpose of switching, spotting, placing, holding and storing Ryder Cars. The City shall not, without the prior consent in writing of Ryder, use Track 1 or Track 2 in connection with the switching, spotting, placing, holding, storing or interchange of Non-Ryder Cars.

(c) Subject to the limitation set forth in Section 4(c) of this Agreement, Ryder hereby grants to the City and its Operator the right to enter upon, and to operate its trains, locomotives,

cars and equipment with its crews over that certain Ryder Facility Track designated as Track 5 (as shown on Attachment A hereto) for the purpose of interchanging Ryder Cars and Non-Ryder Cars with BNSF. The rights granted by Ryder pursuant to this Section 1(c) may be used for the sole purpose of interchanging Ryder Cars and Non-Ryder Cars with BNSF. The City may admit BNSF to enter upon, and to operate its trains, locomotives, cars and equipment with its crews over Track 5 for the purpose of interchanging Ryder Cars and Non-Ryder Cars with the City or its Operator; provided, however, that the trains, locomotives, cars and equipment of BNSF shall be deemed the trains, locomotives, cars and equipment of the City and its Operator while moving over or located on the Ryder Facility Tracks. The City shall not, without the prior consent in writing of Ryder, use Track 5 for the purpose of interchanging cars with any other railroad.

SECTION 2. TERM AND TERMINATION

(a) This Agreement shall take effect on the Effective Date (as defined in Section 2(b)) and shall remain in force and effect for a period of three (3) years from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew on a month-to-month basis (each a "Monthly Renewal Term") unless either party provides written notice to the other party of its intent to terminate this Agreement (the "Termination Notice"). The Termination Notice shall be delivered to the other party no less than thirty (30) days prior to the expiration of the Initial Term or a Monthly Renewal Term (as applicable).

(b) The Parties hereby agree that the Effective Date of this Agreement shall be 12:01 a.m. on April 16, 2015.

(c) In addition to any other rights and remedies available to Ryder at law or in equity, Ryder shall have the right to terminate this Agreement upon ten (10) business days prior written notice if the City is delinquent in paying the Track Use Fee in accordance with the terms of Section 3(a) of this Agreement. Either party shall have the right to terminate this Agreement if the other party is in default of any other provision of this Agreement. Upon receiving written notice of a default or payment delinquency (other than non-payment of the Track Use Fee), the delinquent or defaulting party shall have thirty (30) days to cure (or, in the case of a default that cannot practicably be cured within thirty (30) days, substantially cure) such delinquency or default (the "Cure Period"). Upon the expiration of the Cure Period, the non-defaulting party may exercise the termination rights granted by this Section 2(c) by providing ten (10) business days written notice to the other party of its election to terminate the Agreement.

SECTION 3. COMPENSATION

(a) In consideration of the rights granted by Ryder to the City pursuant to this Agreement, the City shall pay to Ryder a monthly fee (the "Track Use Fee"). The amount of the Track Use Fee for each calendar month shall be calculated by multiplying the number of loaded Ryder Cars delivered by the City or its Operator to the Ryder Facility during that calendar month by Ninety Dollars (\$90.00). The Track Use Fee shall be paid monthly, no later than ten (10) business days following the date upon which the City or its Operator (as applicable) receives from BNSF and/or UP the switching charges payable in connection with Ryder Cars delivered to the Ryder Facility during each calendar month; provided, that in no event shall the Track Use

Fee be paid to Ryder later than the forty-fifth (45th) calendar day following the end of the calendar month to which the Track Use Fee applies.

(b) Subject to Section 9(g) regarding Track 5, in the event that, following the expiration of the Initial Term (or a Monthly Renewal Term, if applicable), or the earlier termination of this Agreement for default by the City pursuant to Section 2(c), the City, its Operator and/or BNSF continues to use and operate over any portion of the Ryder Facility Tracks for the purpose of (i) delivering, receiving, switching, holding or storing Non-Ryder Cars, or (ii) interchanging Ryder Cars or Non-Ryder Cars (in each case, a "Holdover Use"), the City shall pay to Ryder a Holdover Track Use Fee calculated by multiplying the number of Ryder Cars delivered to the Ryder Facility by the City or its Operator during each calendar month during which such Holdover Use continues by One Hundred Twelve Dollars and Fifty Cents (\$112.50). The Holdover Track Use Fee shall be payable in the manner and within the time prescribed in Section 3(a).

(c) As additional consideration for the rights granted by Ryder to the City pursuant to this Agreement:

- i. The City or its Operator shall (1) place all loaded Ryder Cars on Track 3 or Track 4 upon arrival at the Ryder Facility, and (2) spot all Ryder Cars dockside on Track 1 or Track 2 at the Ryder Facility for unloading, in each case per Ryder's instructions and without assessing any switching or spotting fee to Ryder (collectively, the "Spotting Requirements"); provided, however, that additional switching and/or storage fees may be assessed in connection with the movement of Ryder Cars as specified in Section 9(a)(i) and (ii) of this Agreement.
- ii. The City shall bear the cost and expense of maintaining and renewing (as required) Track 3, Track 4 and Track 5 at its own expense and with its own supervision and labor. The City shall, at a minimum, maintain Track 3, Track 4, and Track 5 to FRA Class 1 track standards at all times during the Term of this Agreement (including any Monthly Renewal Term). Ryder shall have the right to inspect Track 3, Track 4 and Track 5 from time to time during the Term of this Agreement, and upon the expiration or termination of this Agreement, in order to confirm the City's compliance with its maintenance and renewal obligations pursuant to this Section 3(c)(ii). If, upon the expiration or termination of this Agreement, Track 3, Track 4 and/or Track 5 are not in compliance with FRA Class 1 track standards, the City shall (or shall cause its Operator to), at its sole cost and expense, arrange for such repair, maintenance or renewal of those Tracks as are required to bring those Tracks into compliance with FRA Class 1 track standards.
- iii. Ryder shall maintain Track 1 and Track 2 in a condition satisfactory to enable the City's Operator to spot Ryder Cars at the loading docks of the Ryder Facility, and shall maintain the loading docks in such a condition

that the Operator can spot Ryder Cars without risk of injury to its crews or damage to its property or the Ryder Cars.

SECTION 4. COMPLIANCE WITH LAWS

(a) The City and its Operator shall at all times comply with all applicable laws and regulations, including but not limited to present and future federal, state and local laws, codes, ordinances, rules, regulations and requirements of any governmental authority that apply to or affect the rail operations contemplated by this Agreement. Without limiting the foregoing, the City hereby agrees that it and its Operator shall comply with the provisions of the Federal Railroad Safety Act, as amended, all applicable FRA regulations, and all other applicable federal and state laws, regulations and rules relating to the operation, condition, inspection and safety of trains, locomotives, cars and equipment on or over the Ryder Facility Tracks. The City shall indemnify Ryder for any cost or expense (including without limitation any activities in response to enforcement actions by a governmental authority, damages, judgments, awards, orders, decrees, payments, fines, penalties, assessments, court costs, and reasonable attorney, consultant and expert witness fees) incurred by Ryder as a result of a failure by the City, its Operator and/or BNSF to comply with any applicable laws and regulations.

(b) Neither party shall at any time create or permit any condition on the Ryder Facility Tracks or the real property adjacent thereto that could present a threat to human health or to the environment.

(c) Neither the City nor its Operator shall at any time deliver, switch or place any rail car containing a TIH/PIH commodity on the Ryder Facility Tracks. The City or its Operator shall communicate the prohibition set forth in this Section 4(c) in writing to BNSF. In the event that a car containing a TIH/PIH commodity is delivered by BNSF on Track 5, the City or its Operator shall, immediately upon learning of the delivery of such car, remove the car from the Ryder Facility Tracks.

SECTION 5. LIABILITY

(a) For purposes of this Section 5, "Loss and Damage" shall mean (i) any loss or destruction of, or damage to, any property whatsoever, including without limitation the Ryder Facility, the Ryder Facility Tracks, Ryder Cars, Non-Ryder Cars, and other rail cars and equipment (including lading), (ii) any damage to or destruction of the environment, including without limitation land, air, water, wildlife, and vegetation, and (iii) any injury to or death of any person or persons whomever, including without limitation employees of the City, its Operator, BNSF and Ryder. Loss and Damage shall include, but not be limited to, any and all costs of claims or suits, activities in response to enforcement actions by a governmental authority, damages, judgments, awards, orders, decrees, payments, fines, penalties, assessments, court costs, and reasonable attorney, consultant and expert witness fees related thereto. Loss and Damage shall not include special, incidental, punitive or consequential damages of any kind or nature.

(b) As between themselves, the City and Ryder agree to allocate liability, without regard to considerations of fault or negligence, for Loss and Damage resulting from, arising out

of, incidental to or occurring in connection with the use of, and operation over, the Ryder Facility Tracks contemplated by this Agreement as follows:

- i. The City shall be solely liable for Loss and Damage resulting from, arising out of, incidental to or occurring in connection with the use of, or the operation of trains, locomotives, cars and equipment over, the Ryder Facility Tracks by the City, its Operator and BNSF; provided, that the City's liability for Loss and Damage to loaded Ryder Cars (including lading) shall cease once such loaded Ryder Cars have been either (1) placed on Track 3 or Track 4 to await Ryder's spotting instructions or (2) placed immediately on Track 1 or 2 if Ryder so instructs and, in both cases, the City's (or its Operator's) locomotive has been uncoupled from those loaded Ryder Cars. City's liability shall resume once City's (or its Operator's) locomotive couples with a loaded Ryder Car(s) to move the Car from Track 3 or Track 4 and place them on Track 1 or Track 2 per Ryder's spotting instructions and uncouples the locomotive from the Ryder Car(s). The City shall be liable for empty Ryder Cars once Ryder releases them to the City and the City's (or its Operator's) locomotive has been coupled to those empty Ryder Cars. In the event Ryder elects, during the Initial Term or any Monthly Renewal Term, to load empty railcars from the Ryder Facility, the empty Ryder Cars identified for loading shall be treated as loaded Ryder Cars hereunder. Once the Ryder Cars have been loaded by Ryder, the City's liability shall resume once Ryder has notified the City (or its Operator) that the loaded Cars are ready to be released back to the City and the City's (or its Operator's) locomotive has been coupled to such Ryder Cars.
- ii. Ryder shall be solely liable for Loss and Damage resulting from, arising out of, incidental to or occurring in connection with the operation of the Ryder Facility (other than the Ryder Facility Tracks), the loading or unloading of Ryder Cars, and the movement or switching of Ryder Cars by Ryder with its own employees and trackmobile on or over the Ryder Facility Tracks, or during those periods described in the proviso contained in Section 5(b)(i).
- iii. Notwithstanding Sections 5(b)(i) and (ii), if Loss and Damage results from an occurrence involving both locomotive(s), trackmobile(s), rail cars and equipment operated by the City, its Operator and/or BNSF, on the one hand, and a locomotive, trackmobile or similar equipment operated by Ryder, on the other hand, then (i) the City shall assume and bear all liability for Loss or Damage to locomotive(s), trackmobile(s), rail cars and equipment operated by the City, its Operator and/or BNSF, (ii) Ryder shall assume and bear all liability for Loss and Damage to locomotive(s), trackmobile(s), rail cars and equipment operated by Ryder, and (iii) all other Loss and Damage, including without limitation Loss and Damage to the Ryder Facility, the Ryder Facility Tracks or to other property, and any injury to or death of any person or persons whomever (including without

limitation employees of the City, its Operator, BNSF and Ryder), so occurring shall be allocated equally between the City and Ryder.

(c) To the extent allowed by law, the City shall forever protect, defend, indemnify and save harmless Ryder, its parent corporations, subsidiaries and affiliates, and their respective directors, officers, agents, and employees from and against all Loss and Damage for which the City is responsible pursuant to this Section 5. Ryder shall forever protect, defend, indemnify and save harmless the City, its Operator, and their respective directors, officers, agents, and employees from and against all Loss and Damage for which Ryder is responsible pursuant to this Section 5. The indemnifying party shall defend the indemnified party (and its parent corporations, subsidiaries and affiliates, and their respective directors, officers, agents or employees) against such claims with counsel selected by the indemnifying party and reasonably acceptable to the indemnified party.

(d) If any suit or action shall be brought against either party for Loss and Damage which is in whole or in part the responsibility of the other party under the provisions of this Agreement, said responsible party shall be notified in writing by the party sued, and the party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay its share of the judgment and the costs and expense incurred in such suit in accordance with the terms of this Section 5.

(e) In case of death or injury suffered by an employee of Ryder, the City, its Operator or BNSF, when compensation to such employee or employee's dependents is required to be paid in installments over a period of time pursuant to any present or future state or federal worker's compensation, occupational disease, employers' liability or other law, and the party responsible pursuant to this Section 5 is required under provisions of this Agreement to pay such compensation, such responsible party shall not be released from paying any future installment(s) by reason of the expiration or other termination of this Agreement prior to the respective date(s) upon which such future installments are required to be paid.

(f) The terms of this Section 5, and the obligations assumed by the parties hereunder, shall survive the termination of this Agreement.

SECTION 6. SUCCESSORS AND ASSIGNS

(a) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. Neither party shall transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder, to any person, firm, corporation or governmental entity without obtaining the prior written consent of the other; provided, however, that (i) Ryder may assign this Agreement in connection with the sale of the Ryder Facility, and (ii) the City may assign this Agreement in connection with the sale of the City Track.

(b) Notwithstanding the provisions of Section 6(a), the City may contract from time to time with a designated Operator to perform switching, interchange, delivery and spotting of cars on the Ryder Facility Tracks as contemplated by this Agreement; provided, however, that the City shall at all times remain principally responsible to Ryder for the performance of all of

the City's obligations under this Agreement, including without limitation the indemnification obligations assumed by the City pursuant to Sections 4 and 5.

SECTION 7. NOTICES

All notices hereunder shall be in writing and sent (a) via hand delivery or (b) postage prepaid for next business day delivery with a nationally recognized express courier. Notices shall be sent as follows, unless changed by thirty (30) days' advance written notice:

To Ryder: Ryder Integrated Logistics, Inc.
 11690 NW 105th Street
 Miami, FL 33178-1103
 Attn: General Counsel

To City: City of Rochelle
 Attn: City Manager
 420 North 6th Street
 Rochelle, IL 61068

Either party may provide changes in the above addresses to the other party by personal service or certified mail.

SECTION 8. INSURANCE.

The City shall at all times during the Term of this Agreement (including each Monthly Renewal Term, if applicable) maintain the following insurance coverages:

(a) Railroad Protective Liability Insurance naming Ryder as the named insured, with limits of no less than Five Million Dollars (\$5,000,000) per occurrence;

(b) General Liability Insurance (to include endorsement CG 24 17 10 01) with limits of no less than Five Million Dollars (\$5,000,000), and with Ryder listed as an additional insured for ongoing and completed operations;

(c) Automobile Liability Insurance (to include endorsement CA 20 70 10 13), including coverage of all vehicles owned, leased, hired, non-owned, and substitutes, with Ryder listed as an additional named insured;

(d) Workers' Compensation Insurance coverage as statutorily required; and

(e) Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000) each disease, and One Million Dollars (\$1,000,000) each accident, per person.

The insurance coverages required by this Section 8 may be secured through a combination of primary and excess policies. All coverage is to be evidenced on a primary and non-contributory basis with a waiver of subrogation in favor of Ryder. The coverage amounts set forth in this Section 8 are minimum insurance requirements, and shall not be deemed or construed to limit in

any manner the liability of the City under other provisions of this Agreement (including without limitation Sections 4 and 5).

SECTION 9. OTHER TERMS AND CONDITIONS.

(a) Notwithstanding the Spotting Requirements set forth in Section 3(c)(i) of this Agreement (for which no switching, spotting or other charges shall be assessed by the City or its Operator), Ryder shall be responsible for the payment of switching charges and/or storage charges in connection with Ryder Cars as follows:

- i. If, after a loaded Ryder Car(s) has been spotted dockside on Track 1 or Track 2 as provided for in Section 3(c)(i)(2) above, Ryder subsequently requests that such Ryder Car(s) be removed from Track 1 or Track 2 (as applicable) prior to unloading, Ryder shall pay a re-switching charge of \$65.00 per car for the subsequent re-spotting of such Ryder Car(s) dockside on Track 1 or Track 2 for unloading. Ryder shall not be required to pay any switch charge for the initial movement of such Ryder Car(s) off Track 1 or Track 2.
- ii. If, upon receipt of Ryder Car(s) from BNSF on Track 5 or Ryder Cars from UP on the UP interchange track, the City's Operator is unable to place such Ryder Car(s) on Track 3 or Track 4 because Tracks 3 and 4 are filled to capacity with other Ryder Cars or Non-Ryder Cars, and the capacity problem can not be resolved by immediately spotting Ryder Car(s) on Track 1 or Track 2 per Ryder's instructions (or the City's Operator has received such instructions but Track 1 and Track 2 are also filled to capacity with other Ryder Cars), then the City's Operator may move such Ryder Cars to a storage track outside the Ryder Facility until such time as capacity becomes available on Tracks 1, 2, 3 or 4 (as applicable); provided, however, that City's Operator shall first remove empty (or loaded if Ryder elects to do so) Ryder Cars released back to the City by Ryder prior to storing Ryder Cars and, provided further, that, if any Ryder Cars are placed into storage hereunder due to the fact that space on Track 3 or Track 4 was occupied by Non-Ryder Cars, the number of Ryder Cars assessed a storage fee shall be reduced by the number of such Non-Ryder Cars; and provided further, that the City's Operator shall, whenever operationally feasible, hold Ryder Car(s) temporarily (no more than 24 hours) on Track 5 and/or on other City-owned track in order to avoid the need to place Ryder Car(s) into storage. For each Ryder Car placed in storage pursuant to this Section 9(a)(ii), Ryder shall pay (1) a storage charge of \$4.00 per car per day, and (2) a re-switching charge of \$65.00 per car for the subsequent movement of such Ryder Car(s) from a storage track outside the Ryder Facility to the Ryder Facility Tracks. Ryder shall not be required to pay any switch charge for the initial movement of such Ryder Car(s) to a storage track outside the Ryder Facility.

- iii. For clarity, Ryder shall not be required to pay any switching, storage or other charges in connection with (1) the Spotting Requirements set forth in Section 3(c)(i); (2) the switching, movement or storage of any loaded or empty Non-Ryder Car(s); (3) the switching, movement or storage of any empty Ryder Car(s); and (4) the switching, movement or storage of any loaded Ryder Car(s) when performed for the operating convenience of the City's Operator, including but not limited to the switching of loaded Ryder Car(s) off Track 3, Track 4 or Track 5 in order to access Non-Ryder Car(s) and the holding or placement in temporary storage of loaded Ryder Car(s) on account of the City Operator's operating schedule or crew rest requirements.

The re-switching and storage charges provided for in this Section 9 (a) shall take effect from and after September 1, 2016.

(b) The parties hereby agree that the Track Use Fees due and payable by the City for its use of the Ryder Facility Tracks during the period from April 16, 2015 through July 31, 2016 (the "Prior Period Track Use Fees") is \$193,590.75. The City shall pay to Ryder the Prior Period Track Use Fees within thirty (30) days after the date upon which this Agreement is executed by the parties.

(c) The City hereby acknowledges and agrees that the rights granted to Ryder's predecessor in interest, Wiscold, pursuant to that certain Easement between the City and Wiscold dated as of July 13, 1987 (the "City Track Easement Rights") remain in full force and effect. The terms of this Section shall survive the termination of this Agreement.

(d) Ryder hereby agrees that the City Track Easement Rights shall expire and be extinguished in the event that Ryder sells or transfers ownership of the Ryder Facility or the Ryder Facility Tracks to a non-affiliated third party. Ryder may assign the City Track Easement Rights to an affiliate of Ryder in connection with the sale or transfer of ownership of the Ryder Facility or the Ryder Facility Tracks to an affiliated party. For purposes of this Section 9(d), "affiliated parties" of Ryder shall mean and include any parent company of Ryder, and any direct or indirect subsidiary of Ryder or its parent company. In the event that the City Track Easement Rights are extinguished pursuant to this Section 9(d), Ryder agrees to cooperate with the City in executing and recording evidence of such extinguishment. The terms of this Section shall survive termination of this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. All actions arising under this Agreement shall be filed and litigated only in the Fifteenth Circuit Court for the County of Ogle, Illinois or the U.S. District Court for the Northwestern District of Illinois, Western Division. The parties hereby consent to the exclusive jurisdiction and venue of said courts and waive any objection based on *forum non conveniens*.

(f) If either party is unable to meet any obligation under this Agreement (other than the payment of money on the date upon which such payment is due) on account of flood, windstorm, blizzard, ice storm, tornado, earthquake, fire, washout, explosion, strike, labor dispute, war, insurrection, criminal acts of others, acts of governmental authorities, and other acts

of nature (each a "Force Majeure"), such party shall be excused from the performance of such obligation for the duration of such event or cause. A party invoking Force Majeure shall notify the other party as soon as practicable after any event constituting Force Majeure has occurred, and such notice shall indicate the anticipated time at which the party invoking Force Majeure will perform such obligation. The party invoking Force Majeure shall use all reasonable speed and diligence to remove the cause thereof and return operations under this Agreement to pre-Force Majeure performance.

(g) The City has taken the position that Track 5 is an "interchange" track, and that, in the absence of this Agreement, Ryder would be obligated under federal law to permit the City or its designated operator to use Track 5 for the purpose of interchanging rail cars with BNSF (subject to payment by the City of just compensation for such use). Ryder has taken the position that Track 5 is not an "interchange" track but rather a private industry track, and that, regardless of the status of Track 5, neither the City, its Operator nor BNSF has the right to use Track 5 for the purpose of interchanging rail cars in the absence of an agreement with Ryder permitting it to do so. The City and Ryder hereby acknowledge and agree that this Agreement is not intended, and shall not be construed, as a waiver by either party of its position with respect to the status of Track 5.

(h) The City and Ryder each hereby represents and warrants to the other party that it has obtained all required corporate (or governmental) authority to enter into this Agreement and to perform all of its obligations, covenants and agreements in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

RYDER INTEGRATED LOGISTICS, INC

CITY OF ROCHELLE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Not to Scale

North

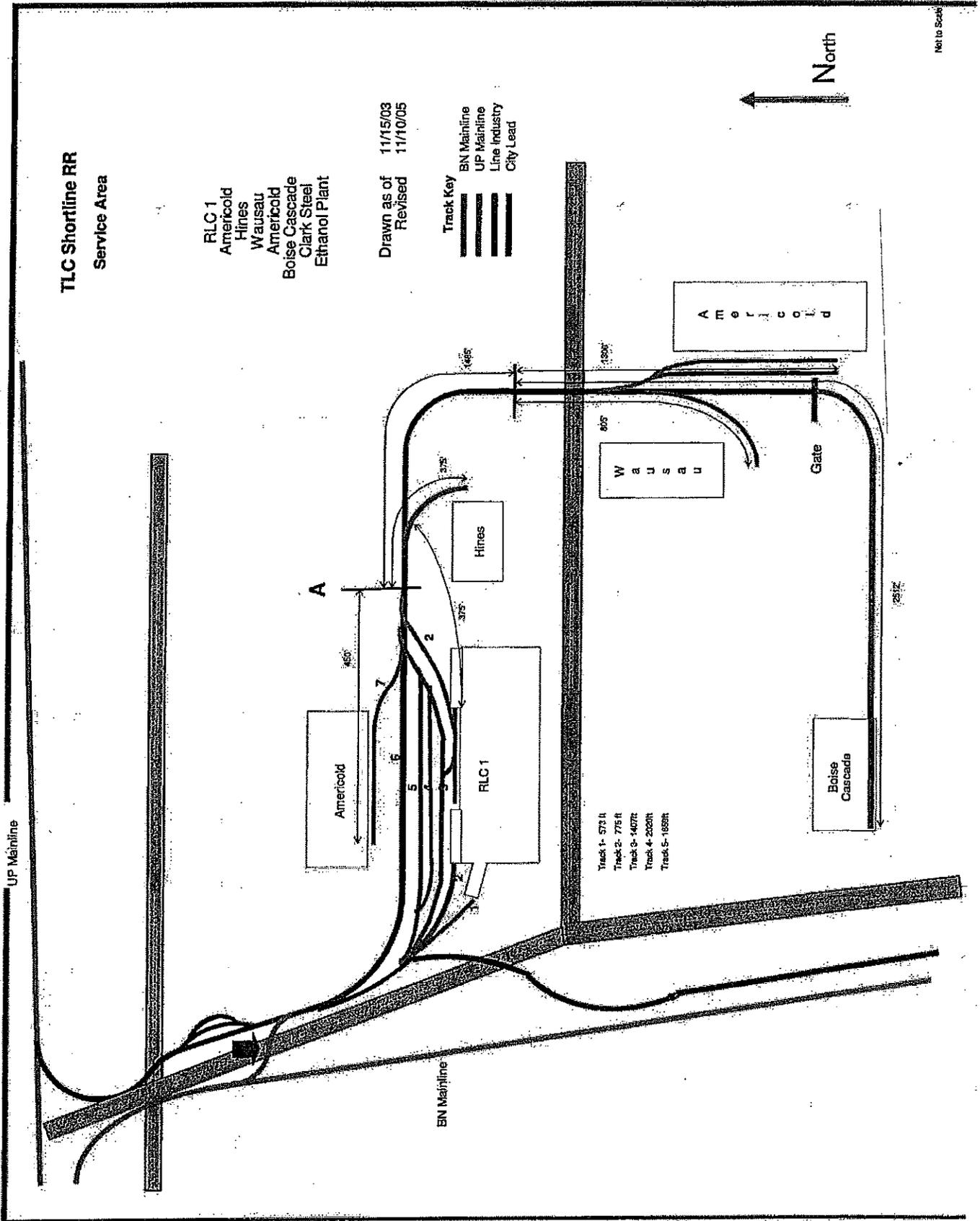
TLC Shortline RR Service Area

- RLC 1
- Americold
- Hines
- Wausau
- Americold
- Boise Cascade
- Clark Steel
- Ethanol Plant

Drawn as of 11/15/03
Revised 11/10/05

Track Key

- BN Mainline
- UP Mainline
- Line Industry
- City Lead



- Track 1- 572 ft
- Track 2- 775 ft
- Track 3- 1407 ft
- Track 4- 2200 ft
- Track 5- 1650 ft