

Sec. 5-2-27 Hauling of waste materials, construction materials, etc., prohibited.

(a) Hauling waste materials of any type, building or construction supplies, materials or equipment of any type, or dirt, debris or fill of any type is prohibited on all streets within the city, except pursuant to a permit issued under subsection (b) of this section, or pursuant to an exemption under subsection (e) of this section.

(b) The director of transportation and environmental services is hereby authorized to issue permits to haul such materials or equipment over the streets within the city, subject to such conditions and restrictions specifying the time and route for such hauling, and such additional conditions and restrictions, as the director may deem appropriate to promote traffic safety and to minimize disruption to established residential, commercial, institutional and other areas in the city.

(c) Any person who, as the owner, lessee, operator or driver of a motor vehicle or trailer, commits, permits, directs, assists in or attempts any violation of this section shall be guilty of a class two misdemeanor.

(d) Any person who, as the owner of any land, building or structure to or from which such materials or equipment are hauled, or the agent thereof having possession or control of such property as employee, lessee, tenant, architect, builder, contractor or otherwise, commits, permits, directs, assists in or attempts any violation of this section shall be guilty of a class two misdemeanor.

(e) The prohibition set forth in subsection (a) of this section shall not apply to the hauling of such materials or equipment to or from any specific location or site at the rate of five or fewer trips for pickup or delivery of such materials or equipment in any consecutive thirty day period, nor to the non-commercial hauling of such materials or equipment to or from a dwelling unit, by a resident therein. (Code 1963, Sec. 33-28; Ord. No. 4224, 10/13/01, Sec. 1)



CITY OF ALEXANDRIA
 Transportation and Environmental Services
 301 King Street, Suite 4130
 Alexandria, Virginia 22314
 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-00882

ISSUED: 6/3/2008

EXPIRES: 7/3/2008

LOCATION: 1000 S VAN DORN ST

PROJECT NAME: HAULING

PROJECT DESCRIPTION:

Contact: Doug McNeil or Mike Webb. 757-823-5421. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :

Norfolk Southern Railway Co
 8 N Jefferson St
 Roanoke VA 24042-0001

No Phone Number on Record

License Type and Policy Number:

Secondary Contact :

No Phone Number on Record

License Type and Policy Number:

START DATE: 6/4/2008

STREET EXCAVATION

INGRESS/EGRESS

END DATE: 7/3/2008

CRANE

SCAFFOLD/ LADDER

TIME: 7:00 AM - 7:00 PM

DUMPSTER

SIDEWALK CLOSING

INSURANCE:

HAULING:

BLOCK PARTY

POLICY #:

CROSS CURB/ SIDEWALK

OTHER

EXPIRES:

1. Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
2. The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
3. Maximum protection must be given to pedestrians and motor vehicles at all times.
4. This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
5. Other specific conditions as attached.

Distribution
 Permittee
 Police
 Traffic
 Transportation
 Fire Dept
 T & ES Inspector
 Office Copy

City Manager

By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-00882

For: NORFOLK SOUTHERN RAILWAY CO

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.
- 4) This permit is being issued despite city concerns and objections to Norfolk Southern and its contractors relating to the appropriateness of ethanol transloading at this location.
- 5) This permit will be revoked should this operation be halted by any governing authority.

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 Transportation and Environmental Services
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 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-00882 **ISSUED:** 6/3/2008 **EXPIRES:** 7/3/2008

LOCATION: 1000 S VAN DORN ST **PROJECT NAME:** HAULING

PROJECT DESCRIPTION:
 Contact: Doug McNeil or Mike Webb. 757-823-5421. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :

 Norfolk Southern Railway Co
 8 N Jefferson St
 Roanoke VA 24042-0001

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :

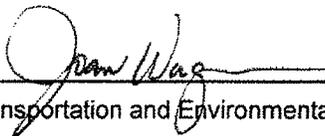
 No Phone Number on Record

License Type and Policy Number:

START DATE: 6/4/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 7/3/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM - 7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	<input checked="" type="checkbox"/> HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

- Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
- The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
- Maximum protection must be given to pedestrians and motor vehicles at all times.
- This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
- Other specific conditions as attached.

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City Manager 
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-00882

For: NORFOLK SOUTHERN RAILWAY CO

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.
- 4) This permit is being issued despite city concerns and objections to Norfolk Southern and its contractors relating to the appropriateness of ethanol transloading at this location.
- 5) This permit will be revoked should this operation be halted by any governing authority.

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T & ES PERMIT

CASE NUMBER: TES2008-01115 **ISSUED:** 7/3/2008 **EXPIRES:** 8/4/2008

LOCATION: 1000 S VAN DORN ST **PROJECT NAME:** HAULING

PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Dana Transport - Mike Torrissir - 609-820-2177. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos RoadP. O. Box 1396
 Okemos MI 48805-1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Dana Transport
 46 Mantua Grove Road
 Paulsboro NJ 02066

 No Phone Number on Record

License Type and Policy Number:

START DATE: 7/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 8/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

- Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
- The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
- Maximum protection must be given to pedestrians and motor vehicles at all times.
- This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
- Other specific conditions as attached.

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City Manager 
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01115

For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.

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T & ES PERMIT

CASE NUMBER: TES2008-01116 **ISSUED:** 7/3/2008 **EXPIRES:** 8/4/2008

LOCATION: 1000 S VAN DORN ST **PROJECT NAME:** HAULING

PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Fleet Transit - Kevin McNeil - 410-355-7910. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805--1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Fleet Transit
 3225 Tate Street
 Baltimore MD 21226

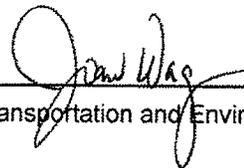
 No Phone Number on Record

License Type and Policy Number:

START DATE: 7/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 8/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

- Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
- The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
- Maximum protection must be given to pedestrians and motor vehicles at all times.
- This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
- Other specific conditions as attached.

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City Manager 
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01116

For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.

CITY OF ALEXANDRIA

Transportation and Environmental Services
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 Alexandria, Virginia 22314
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T & ES PERMIT

CASE NUMBER: TES2008-01470 **ISSUED:** 8/19/2008 **EXPIRES:** 9/4/2008

LOCATION: 1000 S VAN DORN ST **PROJECT NAME:** HAULING

PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Dana Transport - Mike Torrissisr - 609-820-2177. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805-1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Dana Transport
 46 Mantua Grove Road
 Paulsboro NJ 02066

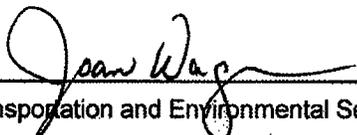
 No Phone Number on Record

License Type and Policy Number:

START DATE: 8/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 9/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

1. Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
2. The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
3. Maximum protection must be given to pedestrians and motor vehicles at all times.
4. This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
5. Other specific conditions as attached.

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 Transportation
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 T & ES Inspector
 Office Copy

City Manager 
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01470

For: RSI LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.

CITY OF ALEXANDRIA
 Transportation and Environmental Services
 301 King Street, Suite 4130
 Alexandria, Virginia 22314
 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-01472 **ISSUED:** 8/19/2008 **EXPIRES:** 9/4/2008

LOCATION: 1000 S VAN DORN ST	PROJECT NAME: HAULING
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PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Fleet Transit - Kevin McNeil - 410-355-7910. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805--1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Fleet Transit
 3225 Tate Street
 Baltimore MD 21226

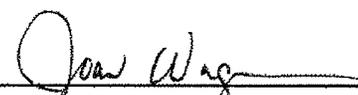
 No Phone Number on Record

License Type and Policy Number:

START DATE: 8/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 9/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

- Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
- The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
- Maximum protection must be given to pedestrians and motor vehicles at all times.
- This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
- Other specific conditions as attached.

Distribution
 Permittee
 Police
 Traffic
 Transportation
 Fire Dept
 T & ES Inspector
 Office Copy

City Manager 
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01472

For: R S I LEASING, INC.

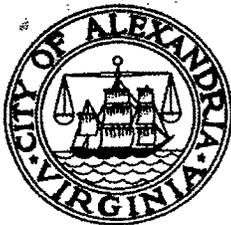
- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.

CITY OF ALEXANDRIA
 Transportation and Environmental Services
 301 King Street, Suite 4130
 Alexandria, Virginia 22314
 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-01570 **ISSUED:** 9/4/2008 **EXPIRES:** 10/4/2008

LOCATION: 1000 S VAN DORN ST	PROJECT NAME: HAULING
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PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Dana Transport - Mike Torrissi, Sr. - 609-820-2177.
 Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805-1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Dana Transport
 46 Mantua Grove Road
 Paulsboro NJ 02066

 No Phone Number on Record

License Type and Policy Number:

START DATE: 9/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 10/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

1. Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
2. The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
3. Maximum protection must be given to pedestrians and motor vehicles at all times.
4. This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
5. Other specific conditions as attached.

Distribution
 Permittee
 Police
 Traffic
 Transportation
 Fire Dept
 T & ES Inspector
 Office Copy

City Manager

 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01570

For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

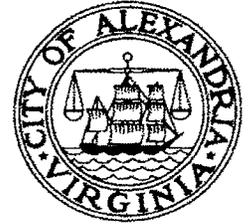
Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.



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T & ES PERMIT

CASE NUMBER: TES2008-01571

ISSUED: 9/4/2008

EXPIRES: 10/4/2008

LOCATION: 1000 S VAN DORN ST	PROJECT NAME: HAULING
-------------------------------------	------------------------------

PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Fleet Transit - Kevin McNeil - 410-355-7910. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805--1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Fleet Transit
 3225 Tate Street
 Baltimore MD 21226

 No Phone Number on Record

License Type and Policy Number:

START DATE: 9/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 10/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

1. Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
2. The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
3. Maximum protection must be given to pedestrians and motor vehicles at all times.
4. This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
5. Other specific conditions as attached.

- Distribution
- Permitee
- Police
- Traffic
- Transportation
- Fire Dept
- T & ES Inspector
- Office Copy

City Manager
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01571

For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

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Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.



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 Alexandria, Virginia 22314
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T & ES PERMIT

CASE NUMBER: TES2008-01722

ISSUED: 9/26/2008

EXPIRES: 11/4/2008

LOCATION: 1000 S VAN DORN ST	PROJECT NAME: HAULING
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PROJECT DESCRIPTION:
 Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Torrissi Transport - Mike Torrissi, Jr. - 856-691-1142, ext. 334. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :
APPLICANT
 R S I Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805-1396

 No Phone Number on Record

License Type and Policy Number:

Secondary Contact :
APPLICANT
 Samuel Coraluzo Co.
 Dba Torrissi Transport
 1713 N. Main Road
 Vineland NJ 08360
 No Phone Number on Record

License Type and Policy Number:

START DATE: 10/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE: 11/4/2008	CRANE	SCAFFOLD/ LADDER
TIME: 7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:	X HAULING:	BLOCK PARTY
POLICY #:	CROSS CURB/ SIDEWALK	OTHER
EXPIRES:		

1. Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
2. The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
3. Maximum protection must be given to pedestrians and motor vehicles at all times.
4. This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
5. Other specific conditions as attached.

Distribution
 Permittee
 Police
 Traffic
 Transportation
 Fire Dept
 T & ES Inspector
 Office Copy

City Manager Joan Wag
 By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01722

For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

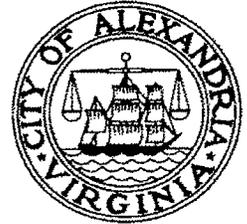
Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.



CITY OF ALEXANDRIA
 Transportation and Environmental Services
 301 King Street, Suite 4130
 Alexandria, Virginia 22314
 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-01723

ISSUED: 9/26/2008

EXPIRES: 11/4/2008

LOCATION: 1000 S VAN DORN ST

PROJECT NAME: HAULING

PROJECT DESCRIPTION:

Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Fleet Transit - Kevin McNeil - 410-355-7910. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :

APPLICANT

RSI Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805-1396

No Phone Number on Record

License Type and Policy Number:

Secondary Contact :

APPLICANT

Fleet Transit
 3225 Tate Street
 Baltimore MD 21226

No Phone Number on Record

License Type and Policy Number:

START DATE:	10/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE:	11/4/2008	CRANE	SCAFFOLD/ LADDER
TIME:	7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:		X HAULING:	BLOCK PARTY
POLICY #:		CROSS CURB/ SIDEWALK	OTHER
EXPIRES:			

- Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
- The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
- Maximum protection must be given to pedestrians and motor vehicles at all times.
- This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
- Other specific conditions as attached.

Distribution
 Permittee
 Police
 Traffic
 Transportation
 Fire Dept
 T & ES Inspector
 Office Copy

City Manager

By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-01723

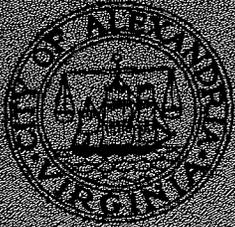
For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

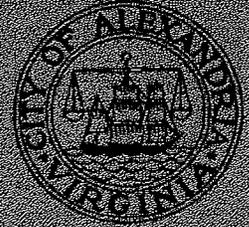
Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.



CITY OF ALEXANDRIA
 Transportation and Environmental Services
 301 King Street, Suite 4130
 Alexandria, Virginia 22314
 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-02063

ISSUED: 10/31/2008

EXPIRES: 12/4/2008

LOCATION: 1000 S VAN DORN ST

PROJECT NAME: HAULING

PROJECT DESCRIPTION:

Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Tomssi Transport - Mike Tomssi, Jr. - 856-691-1142 ext 334. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact:

APPLICANT

RSI Leasing, Inc.
 4131 Okemos Road P O Box 1398
 Okemos MI 48865-1398

No Phone Number on Record

License Type and Policy Number:

Secondary Contact:

APPLICANT

Samuel Gonzalez Co
 Oba Tomssi Transport
 1713 N. Main Road
 Frederick MD 21750

No Phone Number on Record

License Type and Policy Number:

START DATE: 11/5/2008

STREET EXCAVATION

INGRESS/EGRESS

END DATE: 12/4/2008

CRANE

SCAFFOLD/LADDER

TIME: 7:00 AM-7:00 PM

DUMPSTER

SIDEWALK CLOSING

INSURANCE:

HAULING:

BLOCK PARTY

POLICY #:

CROSS CURB/ SIDEWALK

OTHER

EXPIRES:

1. Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
2. The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual"
3. Maximum protection must be given to pedestrians and motor vehicles at all times.
4. This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
5. Other specific conditions as attached.

Distribution

Permittee

Police

Traffic

Transportation

Fire Dept

T & ES Inspector

Office Copy

City Manager

By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-02063

For: R S I LEASING, INC.

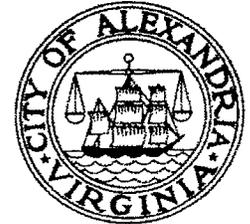
- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.
- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.

CITY OF ALEXANDRIA

Transportation and Environmental Services
 301 King Street, Suite 4130
 Alexandria, Virginia 22314
 703.838.4324



T & ES PERMIT

CASE NUMBER: TES2008-02064

ISSUED: 10/31/2008

EXPIRES: 12/4/2008

LOCATION: 1000 S VAN DORN ST

PROJECT NAME: HAULING

PROJECT DESCRIPTION:

Phone number for RSI Leasing, Inc. - 517-349-7713. Contact for Fleet Transit - Kevin McNeil - 410-355-7910. Hauling ethanol from transloading facility in Alexandria to various locations via I-95.

Primary Contact :

APPLICANT

RSI Leasing, Inc.
 4131 Okemos Road P. O. Box 1396
 Okemos MI 48805-1396

No Phone Number on Record

License Type and Policy Number:

Secondary Contact :

APPLICANT

Fleet Transit
 3225 Tate Street
 Baltimore MD 21226

No Phone Number on Record

License Type and Policy Number:

START DATE:	11/5/2008	STREET EXCAVATION	INGRESS/EGRESS
END DATE:	12/4/2008	CRANE	SCAFFOLD/ LADDER
TIME:	7:00 AM-7:00 PM	DUMPSTER	SIDEWALK CLOSING
INSURANCE:		X HAULING:	BLOCK PARTY
POLICY #:		CROSS CURB/ SIDEWALK	OTHER
EXPIRES:			

- Any damage to the public right-of-way (sidewalk, curb & gutter or street) is the responsibility of the permittee.
- The permittee is responsible for compliance with the current version of the "Virginia Work Area Protection Manual".
- Maximum protection must be given to pedestrians and motor vehicles at all times.
- This permit may be revoked without notice when the privilege hereby granted is abused or exercised contrary to ordinance or regulation. By issuing this permit, the City of Alexandria assumes no liability for injury or damage to persons or property and the permittee shall save the City harmless from any claim resulting.
- Other specific conditions as attached.

Distribution
 Permittee
 Police
 Traffic
 Transportation
 Fire Dept
 T & ES Inspector
 Office Copy

City Manager

By Director of Transportation and Environmental Services

If there are any questions concerning this permit, call 703.838.4324

Conditions of Approval - Permit no.: TES2008-02064

For: R S I LEASING, INC.

- 1) No dirt, mud or debris shall be tracked/spilled onto the public right-of-way.
- 2) A copy of this permit must be provided each driver. Failure to follow routing will result in revocation of this permit. No entering the city before 7:00 a.m. No jake brakes or engine braking within the city limits. Driver shall obey all traffic signs and markings.
- 3) Hauling route is from the Alexandria facility to Metro Road, Metro Road to Eisenhower Avenue, west on Eisenhower Avenue to Van Dorn Street, south on Van Dorn Street and out of the city limits.

Hauling is permitted Monday through Friday, 7:00 a.m. to 7:00 p.m. only.

Hauling is limited to a maximum of 20 trucks per day.

- 4) The issuance of this permit is without prejudice to any arguments or claims made or to be made by the City in any administrative proceeding or litigation regarding the legality or appropriateness of ethanol transloading at this location and may be revoked should an administrative or judicial decision limit, change or stop transloading operations at the facility.

CONTRACT NO.19543

A G R E E M E N T

This Agreement made and entered into as of the February 1, 2008, by and between Norfolk Southern Railway Company (hereinafter called "Railway") and RSI Leasing, Inc. (hereinafter called "Contractor"). This Agreement includes the attached appendices to the same extent as if the provisions of appendices were set forth verbatim herein, and the term "this Agreement" as used hereinafter shall include the appendices.

W I T N E S S E T H

WHEREAS, Railway holds itself out to the public as offering to provide transportation and other specified services with regard to denatured ethanol and other products; and

WHEREAS, Railway desires to enter into an agreement with Contractor, for the performance of certain services incidental to such transportation and other services, as set forth herein and under the conditions hereinafter set forth below; and

WHEREAS, such services by Contractor include the rail-highway intermodal transloading of denatured ethanol from tank cars at Railway's transportation facility described in Appendix A (hereinafter called the "Terminal"), and the performance of certain other support services described more fully below; and

WHEREAS, Contractor is willing to perform the services described herein for the transloading of denatured ethanol; and

WHEREAS, the Parties desire the set forth a framework pursuant to which rates and terms for the transloading of products other than denatured ethanol can be determined and integrated into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual undertakings set forth below, the parties hereto agree as follows:

SECTION 1. CONTRACTOR OBLIGATIONS.

A. Transload Process.

(i) Until Appendix C hereto is amended to include pricing for the transload of other commodities, a reference herein to "the Product" shall be a reference to denatured ethanol. After Appendix C hereto is amended to including pricing for the transload of other commodities, a reference to "the Product" shall be a reference to all commodities covered by Appendix C pricing. Contractor shall not transload any Product designated as hazardous pursuant to 49 C.F.R. Parts 171 and 172, including Section 172.101 (Hazardous Materials Table), as may be revised or replaced from time to time, including but not limited to denatured ethanol, until: (a) Railway agrees, in writing (including via e-mail), to permit the same, subject to such conditions as Railway deems appropriate, and taking into account the nature and characteristics of the

commodity as well as safety considerations in handling the Product; and (b) Contractor certifies that it is fully knowledgeable on how to handle and transload the Product in full accordance with all applicable safety and environmental regulations and conditions Railway deems appropriate, and that its employees, agents and contractors have received the proper training and safety protective equipment to transload the Product.

(ii) Contractor shall perform all activities required to transload the Product from rail tank cars and/or, in the case of commodities other than denatured ethanol, other rail cars, on the one hand, and trucks, on the other hand (such activities hereinafter called the "Transload Process"), including but not limited to the following:

- i. Perform, and ensure shipper compliance with, Tariff 9328-C, or any successor or replacement thereof.
- ii. Check in procedures for trucks showing up at the gate.
- iii. Manning the gate during open hours, which shall be at a minimum 7 a.m. to 6 p.m., five (5) days per week (Monday through Friday), but regular hours of service can be in addition to the minimum, if it is necessary to match the level of business at the terminal and the needs of the customers
- iv. Maintaining the site, including but not limited to the gates, fences, grounds, the building, in an orderly, clean state of good repair.
- v. Directing trucks within the loading site.
- vi. Completing paper work for truck drivers.
- vii. Attaching transload equipment to rail cars.
- viii. Attaching transload equipment to trucks.
- ix. Providing security, which shall mean, at a minimum, that the facility is occupied at all times during open hours, and that the facility is secured with locked gates during periods when the facility is not open.
- x. Determination of the Quality of the Product (upon request of Railway).
- xi. Supervision of independent inspector for the determination of the quality of the Product.
- xii. Actively manage the inventory pipelines of all customers to insure proper levels of Product at the terminal.
- xiii. Providing all necessary transload equipment to handle the Product.
- xiv. Collection of Track Occupancy Charges (TOC) from all terminal customers acting as NS' third party billing agent.

(iii) Contractor shall supply the necessary staffing, including a Terminal Manager (as a single point of contact for Contractor), drivers and qualified loaders, portable office, if necessary, and equipment, to provide the Transload Process on a timely basis for Railway's customers. All utilities will be paid by the Contractor. Personnel will be trained. The transfer process will be supervised and staffed with the appropriate number of OSHA and DOT

trained personnel. At least two (2) people will perform transfers of hazardous materials. This is in addition to the truck driver. Contractor will provide multiple unloading stations to match the anticipated daily volume and avoid delays in tank truck loading. Contractor shall be responsible for the purchase, maintenance and replacement of all equipment, fuel, lubricant, supplies, depreciation and parts used by Contractor pursuant to this Agreement. From time to time and upon mutual agreement of the parties, the minimum number of unloading stations shall be set and adjusted upward or downward to match material changes in anticipated daily volumes and hours of service.

(iv) Contractor will provide to Railway's customer Contractor's completed customary inspection report with respect to all of the Railway customer's rail cars entering the Terminal carrying a Product to be transloaded for the customer. All transloading equipment used by Contractor shall be equipped with a volume transloading meter. Contractor shall ensure that all transloading activities will be accurately metered and volume transloaded recorded. Contractor shall, at its sole cost, have an independent party perform a meter calibration test on all meters and shall provide the results of said test to Railway. If the amount of volume transloaded from any rail car varies from the customer reported volume by 500 gallons or more, then Contractor shall immediately visually inspect the cars and reported the variance to the customer.

(v) If requested by Railway, Contractor shall determine the quantity of the Product handled hereunder shall be determined by Contractor, or at Railway's customer's option by an independent inspector mutually acceptable to both parties. The charges for an independent inspector shall be borne by parties other than Contractor. Either party may dispute a determination under this section by delivering written notice thereof to the other party promptly upon receipt of the determination. The parties shall resolve any disputes in good faith.

- (a) The quantity of denatured ethanol handled hereunder shall be determined as follows:
- (i) The quantity of Product received from rail cars shall be determined by the rail car's bill of lading from the origin point.
 - (ii) The quantity of Product delivered to a tank truck shall be determined as follows: Contractor's loading meters, or in the case of meter failure or absence of meters, tank truck calibrations shall be used when the Product is loaded to the compartment measuring finger. RSI shall maintain seals on its meters and shall test and calibrate its meters at maximum intervals of six (6) months, or more often as found necessary (or as required by federal, state or local authorities), in accordance with approved methods.

(iii) For the purpose of the Agreement, a barrel shall consist of forty-two (42) U.S. gallons and a gallon shall contain two hundred thirty-one (231) cubic inches when corrected to 60°F. All measurements shall be in accordance with API standards. All quantities, however measured, shall be corrected to 60°F, using the applicable volume correction table for chemical products.

(b) The quality of commodities other than denatured ethanol shall be determined pursuant to a process developed at the time that the Parties amend Appendix C, and shall be appropriate to the commodity being transloaded.

(vi) Contractor shall not permit any motor carrier to enter onto the Facility unless such motor carrier has entered into an Indemnity and Hold Harmless Agreement with Railway substantially in the form attached hereto as Appendix E. Contractor shall not permit any motor carrier to enter onto the Facility, regardless of whether said motor carrier has entered into an Indemnity and Hold Harmless Agreement with Railway, if Railway denies such motor carrier access to the Facility.

B. Accessorial Yard Services.

Contractor shall also provide any additional services which are determined in Railway's sole but good faith judgment to be reasonably necessary for the efficient operation of the Terminal (hereinafter called "Accessorial Yard Services"), which shall include at a minimum those operating and administrative services specifically described in Appendix B, provided, however, that no language in Appendix B, or omission of language from Appendix B shall reduce or limit, in any manner, Contractor's obligation to provide all support and incidental services ordinarily and reasonably required in the operation of a rail-highway, denatured ethanol intermodal transload facility.

C. Supervision and Performance of Work.

Contractor is and shall remain an independent contractor. Contractor shall be solely responsible for, and Railway shall not participate in, the employing or supervising of each person engaged in discharging Contractor's responsibilities under this Agreement; all such persons shall be the sole agents, servants and employees of Contractor. The Contractor shall pay all expenses and charges involved or incurred in any way in the performance of its obligations under this Agreement, including without limitation compensation of personnel, fringe benefits, Social Security, Worker's Compensation unemployment insurance and any other employment taxes as may be required by State or Federal law). Should Contractor engage the services of a contractor or agent to carry out any of Contractor's activities under this contract, Contractor assumes full responsibility and shall indemnify and hold harmless Railway from any consequences of the acts and omissions of such contractor or agent. It is the intention of the parties that Contractor shall

remain an independent contractor and nothing herein shall be deemed to constitute a joint venture, partnership or agency of any kind for any purpose. Contractor shall not use the Facility other than for the purposes set forth in this contract, and shall not use the Facility to transload rail cars placed at the Facility by parties other than Railway.

D. Protection of Persons and Railway Property.

(i) Contractor shall require any person performing any obligation of Contractor under this Agreement, including, without limitation, Contractor's employees, prospective employees, agents, representatives, and subcontractors (hereinafter called "Workers"), to comply, while on or about Railway property, with the Operating Rules, if any, that apply to their activities and are supplied to Contractor by Railway, and also to comply with any other rules or regulations concerning operations or safety that Railway furnishes in writing to Contractor.

(ii) Contractor will provide any information reasonably requested by Railway about any of Contractor's Workers who may come on Railway property or perform any work for Railway under this Agreement. Contractor represents and warrants that, as to each of Contractor's Workers who will come onto Railway's premises or who will perform work hereunder, Contractor has performed, and such Contractor's Worker has passed, the required background check and a drug screening test, each of which shall be reasonably acceptable to Railway and otherwise in compliance with applicable laws, including, but not limited to the Fair Credit Reporting Act as applicable to background checks.

(iii) Except as provided in Section 1.A.(i), this contract does not cover the handling of any commodity designated as hazardous pursuant to 49 C.F.R. Parts 171 and 172, including Section 172.101 (Hazardous Materials Table), as may be revised or replaced from time to time. Contractor shall not bring on or permit the presence of, or permit or suffer others to bring on or permit the presence of, such materials without the expressed written approval of Railway.

(iv) Contractor shall ensure that spill containment will be used and will be, as appropriate, the placement of Product-resistant catch pans under hose connections during the transfer and breakdown.

(v) Contractor shall ensure that the transfer process will be performed: (a) only on grounded track; (b) isolated from other commodities to the degree possible as track space allows; (c) only through a pumping system with a "closed loop" vapor recovery system; (d) using hoses secured with straps/seals; (e) under conditions where all transfer equipment, car and tank trunk is grounded; (f) only using bonded tanks; and (g) inside the containment area for hazardous products.

(vi) Contractor shall ensure that all personnel involved in the transfer will: (a) wear selected protective clothing, including goggles, work boots, PVC gloves, and long-sleeved

uniforms, and (b) be trained, and receive regular and appropriate refresher training, regarding the hazards posed by the Product being transferred (such hazards as are set forth in the MSDS) and in the appropriate emergency response in the event of a release of the Product being transferred (such appropriate response as are set forth in the emergency response plan identified in Section 1.D(viii) below.

(vii) Contractor shall ensure that all necessary safety equipment, including blue flags, rail chocks, spill kits, safety showers, fire extinguishers, and eyewashes, shall be in place and in good working order.

(viii) Contractor shall ensure that the following will be maintained in the office of the Terminal during relevant Transfer Operation: (a) all Material Safety Data Sheet (MSDS) covering the specific Product being transferred; (b) the proper Emergency Response Guide covering the specific Product being transferred; (c) a working emergency response plan that incorporates response for the specific Product being transferred (which plan will also be provided to the local emergency response agency); and (d) a security plan.

(ix) Contractor shall implement the security plan identified in Section 1.D.(viii) above.

(x) Contractor shall report any and all accidental releases to Railway.

(xi) Contractor shall contain and dispose of any and all accidental releases in accordance with all applicable Federal, State, and local requirements.

E. E-Verifile.com

(i) Contractor must secure background investigations of its employees through e-VERIFILE.com. Contractor employees successfully undergoing the background investigation will be issued a picture identification card which will be required for the Contractor's employees to enter and work on Railway property or perform services for Railway. Contractor employees without the identification card will not be allowed to work on Railway property. Employees leaving the employment of Contractor must surrender the identification card to either Contractor or to Railway. While Railway has negotiated on the behalf of Contractor standard volume rates with e-VERIFILE.com for the investigations, identifications cards and other products, all charges incurred in the use of e-VERIFILE services and products are the sole responsibility of Contractor. Where a contract permits Contractor to charge travel and business expenses to Railway, the e-VERIFILE.com charges are not included among such recoverable expenses. Contractor may include such charges as a part of its overhead costs in determining its price proposals. Contractor must execute e-VERIFILE.com's standard Subscriber Agreement—failure to do so voids this Agreement. The contact information for e-VERIFILE.com is as follows: e-Verifile.com (770-859-0717 ext 212).

(ii) In the event that Railway ceases the use of e-VERIFY.com for background investigations or switches to another similar service, Contractor will be notified by Railway of the termination and/or transfer. In the event that Railway switches to another vendor for similar services the requirements of this Section will apply to Contractor with regard to the use of the alternative vendor's services.

(iii) Railway does not warrant or guarantee either the accuracy or completeness of the services performed by e-VERIFY.com; and Railway shall have no responsibility to Contractor for the services performed by e-VERIFY.com. Contractor uses such services as between Railway and Contractor solely at the risk of Contractor. It is the sole discretion and responsibility of Contractor as to performing other background investigations of Contractor's employees.

(iv) A sample copy of e-VERIFY.com's standard Subscriber Agreement is attached for information.

F. Other Investigations.

As to any of Contractor's Workers who have or may come onto Railway's premises or perform work hereunder, Contractor will perform any other investigation or procedure reasonably requested by Railway for the protection of Railway's property or operations, the protection of lading, and the protection of third parties.

G. Indemnification.

Contractor agrees that it will hold Railway harmless and will indemnify Railway in the event any actions are filed against Railway in connection with Contractor's completion of any of the foregoing, including but not limited to the conduct and communication of the background check and the drug screening test.

H. Waiver.

If Railway elects to waive the requirement of any background check, drug screen, or other investigation or procedure before permitting one of Contractor's Workers to perform work hereunder or to come on any Railway property, such waiver shall not constitute a waiver of Railway's right to subsequently require any such check, screen, investigation or procedure for that Worker after he or she has begun working under this Agreement.

I. Without limiting the generality of the foregoing in any way, Contractor shall also perform the following acts:

(i) Arrange an urinalysis screen for any substance specified by Railway for each of Contractor's Workers who will perform work under this Agreement, and

(ii) Before any Worker comes on Railway's property or performs any work hereunder, provide Railway with a certificate from the doctor, clinic, or hospital performing the urinalysis drug screen for that Worker certifying the results thereof.

(iii) Upon request by Contractor, Railway will furnish it with a list of doctors, clinics, and hospitals that perform drug screening urinalysis.

(iv) Railway reserves the right to bar from the Terminal or other Railway property any of Contractor's Workers who, in Railway's sole judgment, could create any risk or operating or administrative problems either because of the excluded person's refusal to comply with operating safety procedures, questions about his or her honesty, discipline problems he or she creates with Railway's own employees, or any other reason Railway has for reasonably believing that person might cause risk or disruption to Railway's operations. Upon request by Railway, Contractor will exclude from the performance of any work under this Agreement and bar from the Terminal or other Railway property any of Contractor's Workers designated by Railway as excluded under this Agreement. Railway shall not be required to specify, in any such request or otherwise, either the basis for its decision or which of the foregoing objections it has to the excluded person.

(v) Railway's right under this section to exclude any person from its property or from work under this Agreement shall not be waived by its failure to require any background check, drug screen, or other investigation or procedure under the other provisions of this Section 1.I, by its prior failure to act upon any information that was, or should have been, included in such check, screen, investigation or procedure, by the successful passing by Contractor's employee of the required or any other background check or by any other act or omission of Railway.

(vi) Before permitting any of its Workers to perform any service under this Agreement, Contractor shall inform him or her of all of Railway's rights under this Section 1.I.

J. Conflict of Interest.

Contractor shall not permit any person, firm or corporation, or employees thereof, in any manner interested in the freight to be handled hereunder to perform any of Contractor's obligations under this Agreement or to become financially interested in Contractor's business. Contractor shall not employ, lease or rent any vehicle used in the usual course of business by such person, firm or corporation, and Contractor shall not permit any monies paid for services performed hereunder to be refunded, directly or indirectly, to any shipper, consignee or anyone interested in the freight so handled.

K. Damage and Injury Reports.

Contractor shall immediately notify the Railway employee specified on Appendix A of (i) any death of, or injury requiring medical treatment to, any person, including but not limited to

employees of Contractor while on Railway property or performing services hereunder, and (ii) any loss or destruction of or damage to any property whatsoever, including but not limited to the rail cars and the Product. Contractor agrees to furnish full details of any such accident or incident. Contractor acknowledges its knowledge of Railway's responsibility to report deaths or injuries to Federal agencies and its full knowledge of all penalties and damages to which Railway may be subjected if such reports are not made because of Contractor's failure to notify Railway.

L. Audit.

(i) The Contractor shall, during the existence of this Agreement and for one calendar year thereafter, upon written request of Railway, furnish Railway within sixty (60) days from the receipt of a written request, a detailed accounting of its expenses of operation and its charges to Railway verified by a written report of a Certified Public Accountant which contains no qualification of the verification of such expenses and charges in accordance with generally accepted accounting principles.

(ii) Contractor shall also permit Railway full and complete access to such books and records (including those of Contractor and of any corporate parent, subsidiary, or affiliate) as may be required to conduct a proper audit, in accordance with generally accepted accounting principles, of Contractor's operations, charges and accounting under this Agreement. Contractor shall also permit Railway to copy any portion of those books and records that Railway is entitled to examine under the foregoing sentence. In the event of any dispute about what records are required for a proper audit under this Subsection 1.L, Railway may designate as arbitrator any of the eight largest accounting firms in the United States, and both parties shall accept as final and binding that firm's decision about what records are subject to Railway's examination under this Subsection 1.L. The expense of such accounting firm for such services as arbitrator shall be borne equally by Railway and Contractor, unless it rules that all requested documents shall be made available to Railway, in which case the Contractor shall pay the entire fee, or that none of the requested documents shall be made available to Railway, in which case Railway shall pay the entire fee.

M. Demurrage, Car Hire and Transportation Charges.

As Railway's contractor, Contractor shall not be responsible for demurrage, car hire or transportation charges for the movement of the Product to and from the Facility. Contractor shall be responsible to act as a third party billing agent on Track Occupancy Charges applicable pursuant to Bulk Tariff 9328.

SECTION 2. COMPENSATION.

Railway covenants and agrees to pay, and Contractor agrees to accept, as full compensation for all services provided hereunder by Contractor and all obligations assumed hereunder by Contractor the amounts or rates of compensation set forth in Appendix C. Without

limiting the generality of the foregoing, the compensation shown in Appendix C includes all activities covered by the Transload Process Trailer and all Assessorial Yard Services, and Contractor shall not be entitled to any additional compensation for any such services.

SECTION 3. LIABILITY, INDEMNITY AND INSURANCE.

A. Indemnity for Railway.

(i) Contractor shall indemnify and hold harmless Railway and the other Indemnified Parties listed in Subsection 3.B below from and against any and all liability, damages, claims, suits, judgments, costs, expenses (including, but not limited to, litigation costs and attorney fees) and losses resulting from:

- a. Injury to or death of Contractor's agents, servants, or employees and loss or destruction of or damage to property or equipment of Contractor or its agents, servants or employees arising directly or indirectly from this Agreement or the presence at or about the Terminal, or any other Railway property, of any of Contractor's agents, servants or employees, except to the extent such injury, death, loss or damage is caused directly or indirectly by the negligence of Railway, its agents, servants, or employees, or otherwise;
- b. Except as provided in Subsection 3.A.(i).a, injury to or death of any person whomsoever (including, but not limited to, employees of Railway) and loss or destruction of or damage to any property whatsoever (including, but not limited to, property of Railway) caused directly or indirectly by the acts or omissions of Contractor, its agents, servants, or employees or arising in any manner either from the presence of Contractor, Contractor's agents, servants, or employees at or about the Terminal or any other Railway property in connection with this Agreement or from Contractor's performance or attempted performance of this Agreement (and regardless of whether a Trailer involved in such loss and damage or injury is in Contractor's possession at the time of loss, damage or injury), unless such injury, death, loss, or damage is caused solely by the negligence of Railway, its agents, servants, or employees; or
- c. Any failure by Contractor to comply with any covenant of this Agreement, including but not limited to Contractor's obligation to pay any applicable payroll, unemployment compensation, social security or other employment taxes arising in any manner, directly or indirectly, from or in connection with the Transfer Operation or

with the assertion by any federal, state, or local government of any such tax liability.

- d. Contractor shall not be responsible for the pre-existing environmental condition of the premises or any problem or condition caused or created by any person other than Contractor or its contractors or agents; provided, however, that in the event of any such problems or conditions (which is not a pre-existing environmental condition) is caused or created at the Facility and it cannot be determined who caused or created such problem or condition, then Railway and Contractor shall share equally in the cost of cleaning up or correcting such problem or condition.

B. Indemnified Parties.

Contractor shall indemnify and hold harmless the following parties (herein the "Indemnified Party" or "Indemnified Parties") to the extent described in Subsection 3.A above: (i) Norfolk Southern Corporation; (ii) any direct or indirect subsidiary of Norfolk Southern Corporation; and (iii) any officer, director, employee or agent of Norfolk Southern Corporation or of any of its direct or indirect subsidiaries.

C. Insurance.

(i) Contractor, shall at its expense, obtain and maintain during the period of this Contract in a form and with companies satisfactory to Railway, the following insurance coverages:

- (a) Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Contractor's officers, agents, servants or employees arising directly or indirectly out of the performance of the services herein undertaken;
- (b) Employers' Liability Insurance with Limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;
- (c) Commercial General Liability Insurance with a combined single limit of not less than \$5,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Contract. The contractual liability coverage shall be of a form that does not deny coverage for operations

conducted within 50 feet of any railroad hazard. In addition, said policy or policies shall be endorsed to name Railway as an additional insured and shall include a severability of interests provision;

- (d) If the use of motor vehicles is required, Automobile Liability Insurance with a combined single limit of not less than \$5,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railway as an additional insured and shall include a severability of interests provision;
- (e) In the event Contractor leases or otherwise uses Railway's equipment in order to perform the services specified in this Agreement, Contractor shall maintain all risk property insurance at replacement cost value on said equipment.

(ii) Contractor shall furnish certificates of insurance to Railway's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191, certifying the existence of such insurance. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railway. Upon request, Contractor and its subcontractors, if any, shall furnish Railway with copies of the insurance policies or other satisfactory evidence of such insurance. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to maintain the insurance coverage described in this Section.

(iii) The insurance coverage required herein shall in no way limit the Contractor's liability under this Contract.

SECTION 4. LIENS

Contractor shall not cause any lien, claim or encumbrance to be placed against the Facility. If any such lien, claim or encumbrance caused by Contractor shall be filed or placed against the Facility or any part thereof, Contractor agrees to discharge the same within thirty (30) days after Contractor has notice thereof. If Contractor fails to do so, Railway shall have the right (but not the obligation) to pay or discharge any such liens, claims or encumbrances without inquiry as to their validity and any amounts so paid, including interest, fees, charges and expenses shall be paid by Contractor to Railway.

SECTION 5. TERM AND TERMINATION.

A. This agreement shall have an initial term (the "Initial Term") beginning on the first day that the Facility is open and operational, which date shall be determined by an exchange of

letters between the Parties (the "Effective Date") and ending on the second anniversary of the Effective Date (the "Termination Date"). This agreement will automatically continue during a renewal term (the "Renewal Term") from month to month after the Termination Date until either party provides the other with thirty (30) days prior written notice of termination ("Renewal Term," and, collectively with the Initial Term, the "Contract Term").

B. Notwithstanding anything in this Agreement to the contrary, Railway may terminate this Agreement at any time for any reason upon giving Contractor at least sixty (60) days' notice. Notwithstanding anything in this Agreement to the contrary, Contractor may terminate this Agreement upon at least sixty (60) days' prior written notice to Railway's Distribution Services Department, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510. If this Agreement is terminated during the Initial Term pursuant to this Section 5.B, the minimum payment set forth in Appendix C nevertheless will apply.

C. Notwithstanding anything in this Agreement to the contrary, if Contractor breaches any material provision of this Agreement, including, without limitation, any of its obligations under Sections 1, 3, 6.B and 6.G (all of which provisions are considered material), Railway shall have the right to terminate this Agreement without further prior notice to Contractor. Notwithstanding anything in this Agreement to the contrary, the minimum payment set forth in Appendix C shall be waived in the event this Agreement is terminated pursuant to this Section 5.C.

D. Notwithstanding anything in this Agreement to the contrary, if Railway decides, as a matter of business judgment and in its sole discretion, that the continued operation of the Terminal as a rail-highway intermodal facility for the transloading of the Product is not justified and that it will cease using the Terminal as a rail-highway intermodal facility for the transloading of the Product, Railway may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor of its intent to cease using the Terminal as a rail-highway intermodal facility for the transloading of the Product. If this Agreement is terminated during the Initial Term pursuant to this Section 5.D, the minimum payment set forth in Appendix C nevertheless will apply.

SECTION 6. RAILWAY ACCESS TO THE FACILITY.

In addition to access to the Facility normally required for Railway operations, at any time during the term of this contract, Railway shall have the right to enter upon and inspect the Facility and the operations of Contractor, among other reasons, to ensure that Railway's premises are not being contaminated and Railway's employees are not at a health risk arising from Contractor's operations. If Railway detects any violation that results from such condition, including any contamination of the premises, Railway shall notify Contractor of such violation, provided, however, that the giving of said notice, or the failure of the giving of said notice, shall in no way affect the allocation of any liability arising there from or in connection therewith.

SECTION 7. GENERAL CONTRACT PROVISIONS.

A. Notices. All notices required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and transmitted to the addresses shown below or such successor address(es) as that party may specify by notice hereunder. Such notices shall be transmitted by United States registered or certified mail return receipt requested, or by telegram or fax, with confirmed receipt, addressed to the following offices and addresses:

For Railway: Distribution Services Department
 Norfolk Southern Corporation
 Three Commercial Place
 Norfolk, VA 23510
 Fax # (757) 823-5425

For Contractor: RSI Leasing, Inc.
 P.O. Box 1396
 Okemos, MI 48805-1396
 Attention: Robert B. Tucheck – President

All notices shall be effective on day following confirmed receipt of the letter, telegram, or fax.

B. Assignment.

Neither this Agreement nor any of the services to be performed hereunder shall be assigned or sublet without the prior written consent of Railway. The proceeds to be paid hereunder by Railway to Contractor shall not be assigned, sublet or factored by Contractor; and such assignment, sublet or factoring shall constitute a material breach of this Agreement. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of and be binding upon all successors and assigns.

C. Amendment.

No terms or conditions, other than those stated herein, including any Appendix hereto, and no agreement or understanding, oral or written, in any way purporting to modify this Agreement, shall be binding on either party unless hereafter made in writing stating that it is intended as a change to this Agreement and signed by an authorized representative of both parties.

D. Integration.

This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof, and supersedes all previous oral or written understandings, agreements and commitments as to the subject matter hereof.

E. Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruction.

D. Non-Waiver.

The waiver of any breach of any of the terms and conditions hereof shall be limited to the act or acts constituting such breach and shall not be construed as a continuing or permanent waiver of any such terms and conditions, all of which shall be and remain in full force and effect as to future acts or happenings notwithstanding such waiver. The parties intend that none of the provisions of this Agreement shall be thought by the other to have been waived by any act or knowledge of the parties, but only by a written instrument signed by the party waiving a right hereunder.

E. Severability.

If any provision in this Agreement is found for any reason to be unlawful or unenforceable, the parties intend for such provision or provisions to be severed and deleted from this Agreement and for the balance of this Agreement to constitute a binding agreement, enforceable against both Railway and Contractor.

F. Remedies Cumulative.

Any rights or remedies under this Agreement, including, without limitation, those provided in the preceding paragraph, are cumulative and in addition to all other rights and remedies hereunder or at law. Any cancellation or termination of this Agreement shall not relieve either party of any obligation or liability accruing under this Agreement prior to such cancellation or termination.

G. Arbitration.

(i) Except as provided in Section 1.L, any claim, dispute or controversy arising out of or relating to this Agreement, the parties' relationship under this Agreement, or the breach of this Agreement, shall be determined by arbitration by a single arbitrator pursuant to the applicable Rules of Practice and Procedure of the American Arbitration Association in effect at the time the demand for arbitration is filed. Unless, within sixty (60) days of the date of the notice initiating arbitration, the parties can mutually agree to an arbitrator, the arbitrator shall be chosen in accordance with the Uniform Arbitration Act. Unless otherwise agreed to by the parties, the location of the arbitration shall be in Norfolk, Virginia. The decision of the arbitrator shall be final and binding. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation and any costs and

expenses of the arbitrator shall be borne equally by the parties. Judgment to enforce the decision or award of the arbitrator may be entered in any court having jurisdiction.

(ii) Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the Agreement to arbitrate and the failure of one party to comply with that Agreement to arbitrate, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

(iii) Neither party shall institute any legal proceeding against the other to enforce any right hereunder, except that either party may institute litigation: (a) to enforce its rights of arbitration hereunder; (b) to confirm and have judgment entered upon any arbitration award issued hereunder; and (c) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither party shall pursue litigation under item (c) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 6.G.

(iv) If any dispute between the parties arises from or in connection with any claim or litigation initiated by any third party (either as claimant, plaintiff, counter claimant, or defendant/third party plaintiff), then, unless the parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section 7.G may, at the option of either party, be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with such a claim or litigation so initiated by a third party, either party may at any time initiate arbitration under this Section 7.G to determine prospective liability between the parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either party. In the event Railway is made a party to such claim or litigation so initiated by a third party, Railway shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Railway is required to, or in fact does, initiate a cross claim, counterclaim or third-party claim under subclause (iii) of Subsection 7.G.(3) above, and regardless of Contractor's indemnity obligations under Section 3 above.

H. Governing Law. The laws of the Commonwealth of Virginia shall govern the construction and interpretation of this Agreement and all rights and obligations of the parties under it, except that the legal effect of any indemnity obligation under this Agreement for claims arising from personal injury or property damage shall be governed by the law of the state in which that personal injury or property damage occurred.

I. Captions.

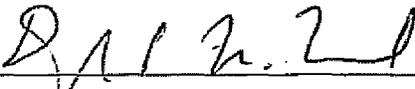
The caption of the paragraphs and sections are inserted for convenience only and shall in no way expand, restrict, or modify any of the terms and provisions hereof.

J. Confidentiality.

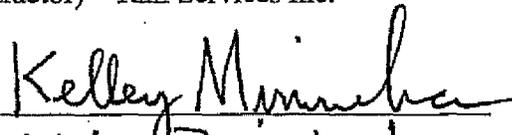
The terms and conditions of this Agreement shall be considered strictly confidential between the parties hereto and neither party shall disclose any such term, condition, or Railway customer information for any other purpose other than such disclosures as may be required by any government authority in order that it may discharge its regulatory functions, or to each parties' accountants, attorneys, agents and subcontractors who have a need to know the information, or as may otherwise be required by law.

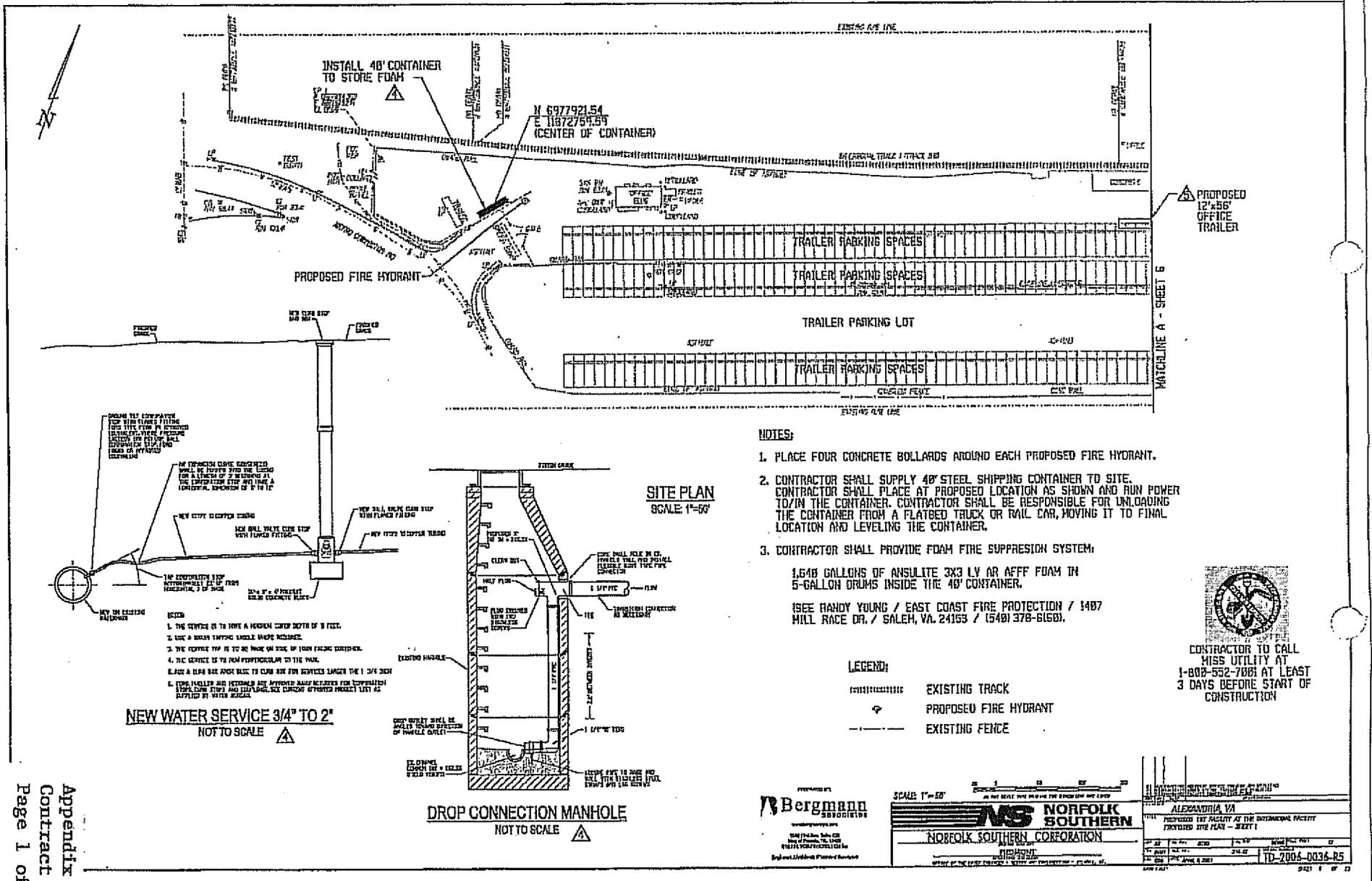
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month, and year first above written.

Norfolk Southern Railway Company

By: 
Title: Director Distribution Services

(Contractor) Rail Services Inc.

By: 
Title: Vice President



- NOTES:**
1. PLACE FOUR CONCRETE BOLLARDS AROUND EACH PROPOSED FIRE HYDRANT.
 2. CONTRACTOR SHALL SUPPLY 40' STEEL SHIPPING CONTAINER TO SITE. CONTRACTOR SHALL PLACE AT PROPOSED LOCATION AS SHOWN AND RUN POWER TO/IN THE CONTAINER. CONTRACTOR SHALL BE RESPONSIBLE FOR UNLOADING THE CONTAINER FROM A FLATBED TRUCK OR RAIL CAR, MOVING IT TO FINAL LOCATION AND LEVELING THE CONTAINER.
 3. CONTRACTOR SHALL PROVIDE FOAM FIRE SUPPRESSION SYSTEM:
1640 GALLONS OF ANSULITE 3X3 LV AR AFFF FOAM IN 5-GALLON DRUMS INSIDE THE 40' CONTAINER.
- (SEE HANDY YOUNG / EAST COAST FIRE PROTECTION / 1407 HILL RACE DR. / SALEM, VA. 24163 / (540) 378-6163).

CONTRACTOR TO CALL MISS UTILITY AT 1-800-552-7081 AT LEAST 3 DAYS BEFORE START OF CONSTRUCTION

NEW WATER SERVICE 3/4" TO 2"
NOT TO SCALE

DROP CONNECTION MANHOLE
NOT TO SCALE

- LEGEND:**
- EXISTING TRACK
 - PROPOSED FIRE HYDRANT
 - EXISTING FENCE

Bergmann
SURVEYORS

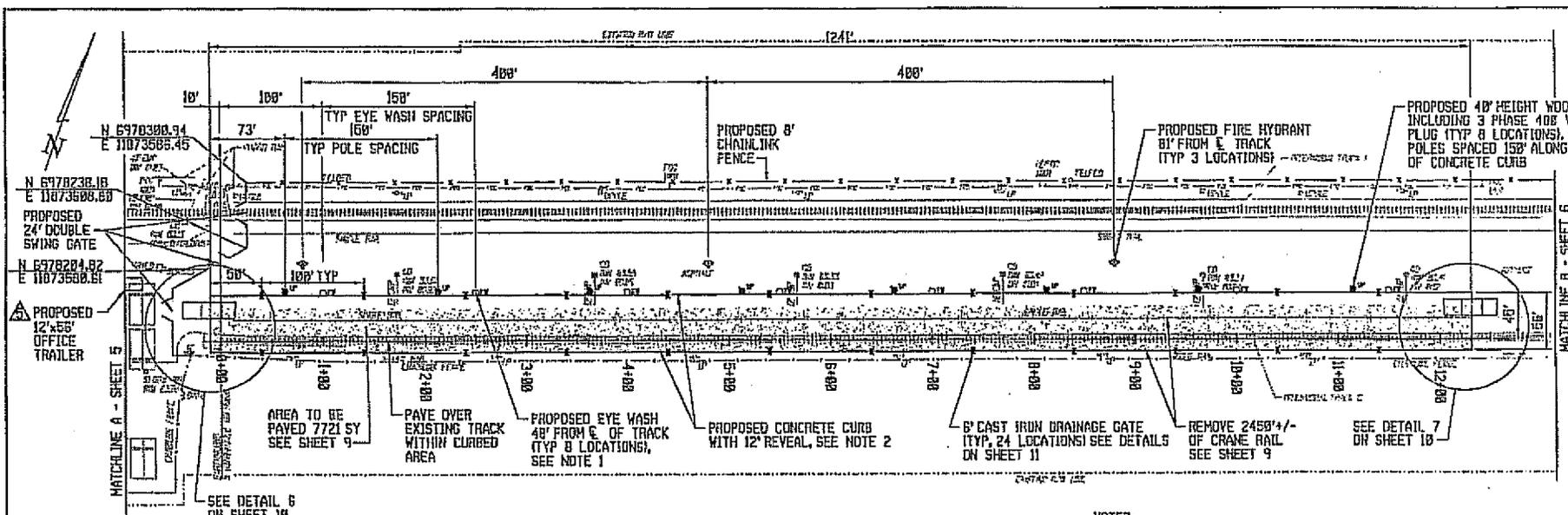
NS NORFOLK SOUTHERN
NORFOLK SOUTHERN CORPORATION

ALEXANDRIA, VA
PROVIDES THE FACILITY AT THE INTERNATIONAL FACILITY
PROJECTED THIS PLAN - SHEET 1

DATE: 11/24/08
SCALE: 1"=50'

TD-2006-0036-R5

Appendix A to
Contract NS 19543
Page 1 of 2



SITE PLAN
SCALE: 1"=50'

NOTES:

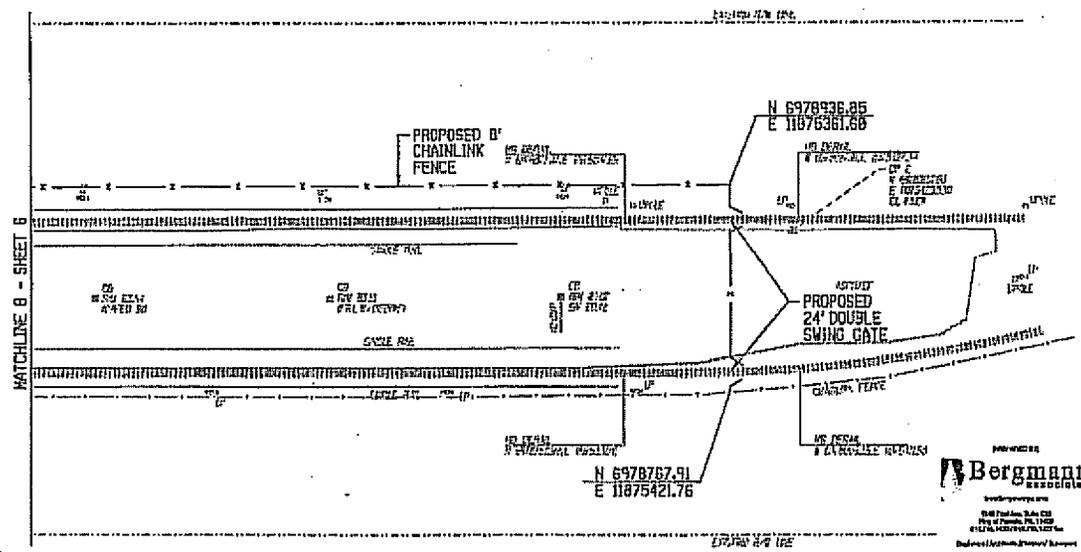
1. PLACE FOUR CONCRETE BOLLARDS AROUND EACH PROPOSED EYE WASH STATION AND EACH PROPOSED FIRE HYDRANT.
2. ALL DIMENSIONS OF/TO CURBS ARE FROM THE INSIDE FACE OF THE CURB.

LEGEND:

- EXISTING TRACK
- - - PROPOSED CURB
- - - REMOVE EXISTING CRANE RAIL
- ⊕ PROPOSED FIRE HYDRANT
- - - EXISTING FENCE
- - - PROPOSED FENCE
- ▭ AREA TO BE PAVED OR REPAVED
- ⊙ PROPOSED UTILITY POLE
- PROPOSED EYE WASH
- x 6" C.I. DRAINAGE GATE



CONTRACTOR TO CALL MISS UTILITY AT 1-800-552-7000 AT LEAST 3 DAYS BEFORE START OF CONSTRUCTION



NS NORFOLK SOUTHERN
NORFOLK SOUTHERN CORPORATION

ALEXANDRIA, VA	
PREPARED BY FACILITY AT THE INTERMODAL FACILITY	
PROJECTED SITE PLAN - SHEET 7	
DATE: 11/24/08	SCALE: 1"=50'
PROJECT: 10-2006-0026-R5	SHEET 7 OF 7

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Contract NS 19543
Page 2 of 2

Appendix B to
Contract No. 19543
Page 1 of 3

In general, Contractor will perform the rail-highway intermodal transloading of the Product from tank cars at Railway's transportation facility described in Appendix A.

In performance of its duties, Contractor shall:

- (A) Obtain a copy of Tariff NS 9328-C Bulk Distribution Tariff and review all sections of this manual with instructional implementation immediately. Contractor agrees to be governed by such rules applicable to the operation as Railway may publish from time to time, which prescribe certain responsibilities and authority concerning the operations and property of others, including those of the Railway, in Contractor's care, custody or control. A copy of the current editions of these publications is attached or will be given to contractor and incorporated by reference as part of this agreement.
- (B) Provide and maintain sufficient yard vehicles, operating yard tractors, and transloading equipment to meet service requirements and train schedules. Equipment and tools must be in operating condition at all times with inspections and upkeep provided.
- (C) Provide all yard vehicles with back-up alarms, speedometers, flashing strobe lights which are to be working at all times when vehicles are in motion. Provide fire extinguishers in all contractor owned equipment, maintain in serviceable condition, and make monthly inspections as required by Railway policy.
- (D) Provide and maintain a two-way radio system for all vehicles used. Use approved Railway frequency. Additionally, provide hand-held radios for transload personnel, yard checkers, and office managers. Provide cell phone for Contractor's on site Managers to provide direct communication when necessary.
- (E) Provide structured guidelines, documentation, and training for all personnel with emphasis on hazmat training. Provide noise monitoring and equipment to assure compliance with Railway/OSHA standards, and enforce hearing protection requirements, if any, for all transload operators at all times while performing duties.
- (F) Maintain sufficient personnel at all times both inside and outside to perform quality, safe, and sufficient service in accordance with Railway requirements. This includes qualified outside supervisors during all loading and unloading times, management staff to oversee and insure that duties are coordinated and performed in a safe, courteous, efficient manner. Supervisors will be responsible for training and discipline. Maintain a minimum work force which must be approved and reviewed by Railway's Division Manager and have flexibility to respond to volume adjustments as necessary. Contractor will provide sufficient manpower to support the

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Page 2 of 3

operations of the Facility with a goal of providing 100% safety and customer satisfaction and in accordance with Railway's operating instructions and personnel. Contractor shall provide any and all operating and administrative services ordinarily and reasonably required in the operation of a rail-highway intermodal facility for the transloading of denatured ethanol, including but not limited to the performance of proper equipment inspections as requested by Railway management, the maintenance of records relating to such inspections, and any other paper work ordinarily and reasonably generated in the operation of such a facility.

(G) Perform joint safety audits with Railway's personnel from time to time

(H) Provide Railway with records of the kind and in the form specified by railroad that are legible, neat, and accurate. Documents must be sufficient to support the facts in the event of any dispute by litigation or otherwise. Contractor must maintain records consistent with the requirements of this Agreement.

(I) Be responsible for any portable office trailer, office rug service, cleaning of offices, restroom, and driver's room. Supply the cleaning material, toilet supplies, soap, paper towels, and any other items necessary for cleaning and daily use of the facility. Clean these areas daily or as needed to maintain clean healthy work environment. Railway will provide structures for office space for contractor administrative functions, outside personnel, and break room.

(J) Keep facility and fence lines free of trash and debris, weeds, grass, brush, etc., and cut and or trim vegetation a minimum of four (4) times during the growing season or as directed by Railway Management. Ensure that the loading and unloading tracks are kept free of all trash and other materials at all times. Failure to maintain these areas will result in Railway handling and billed back against the contractor at cost plus 10%.

(K) Keep all work and maintenance areas clean and organized at all times, provide up-to-date MSDS information, and ensure compliance with all environmental regulations including disposal of used oil, filters, and lubricants. Ensure that all fuels, lubricants, and any other items used for maintenance are properly stored and labeled.

(L) Ensure that all inbound traffic is transloaded in a timely manner after placement, and that outbound traffic is loaded in accordance with cutoffs, pull times and other service standards. Ensure that all ground transfers are promptly notified and delivered per instructions.

(M) Contractor shall be responsible for all damages or costs resulting from error of contractor personnel and make immediate arrangements to correct or repair. Contractor shall be responsible, at its sole cost, for all normal maintenance, repair and replacement to and of the Facility and its constituent parts, including but not limited to plumbing, lights, wash systems,

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compressors, wash facilities, scales, gates, meters, and lights, and for any required certification thereof.

(N) Prepare necessary summary reports, daily pull and place sheets, end of month recaps, computer updates

(O) Provide all back up paperwork for proof of proper notification and provide proper information in Sims System.

(P) Supply all fuel for cranes, yard tractors, and will provide on site fuel tank, if necessary. Maintain on site fuel tank in compliance with all applicable laws regulating storage, use and labeling requirements, and equipped with a spill over prevention basin capable of holding 110% of total capacity of above ground storage tank.

(Q) Railway's facility will be in operation in conformance with Section 1(A)(ii)iii. Railway reserves the right in its sole discretion to change the hour of operation of its facility and to require Contractor to perform its services on any day and at any time of the day. Contractor shall not be entitled to bonus, extra or overtime compensation for service outside the normal operation hours of the facility or on holidays other than set forth herein.

(R) Comply with all applicable federal, state, and local laws, rules, regulations and ordinances controlling air, water, noise, solid wastes, and other pollution or relating to the storage, transport, release or disposal of hazardous materials, substances, or waste. Contractor shall, at its own expense, make all modifications, repairs or additions to its equipment used in the Transfer Operation and shall install and bear the expense of modifications or repairs to any devices or equipment affecting its operations which may be required under any such laws, rules, regulations or ordinances, or which is needed to safely conduct transloading operations. Contractor shall promptly advise Railway when any of Railway's equipment is in need of maintenance, repairs, or replacement. Contractor shall not dispose of any wastes of any kind, whether hazardous or not, at the Facility.

Appendix C to
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Page 1 of 1

Contractor will perform the transload services at the following rates of compensation:

Denatured Ethanol:

- Rates: \$ [REDACTED] per gallon, with a minimum of \$ [REDACTED] over the Initial Term.
- Billing for Track Occupancy Charges ("TOC"): Contractor shall retain [REDACTED] % of all collected TOC as compensation for the billing and collection of TOCs.
- Other Services: All other denatured ethanol transload and services to be performed at no further compensation.

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Contract No. 19543
Page 1 of 1

The name and address of the Railway employee to be notified under Section 1.G for any death or injury or of any loss or damage to property is:

DIRECTOR DISTRIBUTION SERVICES

3 Commercial Place, Box 252

Norfolk, VA 32510

Phone: 757-823-5423

Fax: 757-823-5425

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Page 1 of 5

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (this "Agreement") is made by and among _____, a _____ ("Indemnitor"), with a business address at _____, a RSI Leasing, Inc ("Operator") with a business address at 4131 Okemos Rd Okemos MI 48864, and Norfolk Southern Railway Company, a Virginia corporation ("Railroad"), with a business address at 110 Franklin Road, S.E., Roanoke, Virginia 24042-0041.

WITNESSETH:

WHEREAS, Operator is a licensee of Railroad and undertakes various services for shippers and customers of shippers using facilities located on property owned by Railroad (each a "Transfer Facility" and collectively the "Transfer Facilities"); and

Indemnitor may be a shipper and may wish to undertake services for itself and/or for shippers and customers of shippers on and using the Transfer Facilities; and

WHEREAS, Railroad is not willing to allow Indemnitor to perform such services on and using the Transfer Facilities unless Indemnitor enters into this Agreement agreeing to indemnify and hold harmless Railroad and Operator and certain related parties of each of them, as provided herein;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, the parties agree as follows:

SECTION 1. Access to Transfer Facilities. Railroad may from time to time permit Indemnitor to perform services for itself and/or for shippers and customers of shippers on and utilizing one or more Transfer Facilities. The provisions of this Agreement shall apply to any such services provided by Indemnitor on or using a Transfer Facility and to any act(s) or omission(s) of Indemnitor at any Transfer Facility.

SECTION 2. Indemnitor's Responsibility For Its Contractors and Agents. Should Indemnitor engage the services of a contractor or agent, Indemnitor assumes full responsibility and shall indemnify and hold harmless Railroad and Operator in accordance with the provisions of Section 4 from any consequences of the acts and/or omissions of such contractor or agent.

SECTION 3. Indemnitor's Obligations. In performing any services on or using any Transfer Facility, Indemnitor will promptly clean up or cause the clean-up of any material, commodity or product spilled through the act or omission of Indemnitor or its contractors and/or agents. Indemnitor will comply with all federal, state and local laws, rules, regulations and ordinances controlling air, water, noise, solid waste, and other pollution and relating to the storage, transport, release or disposal of hazardous materials, substances, or waste. Indemnitor

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shall not dispose of any wastes of any kind, whether hazardous or not, on any Transfer Facility or any premises owned or operated by Railroad or Operator or any affiliate of Operator. Indemnitor shall immediately take steps to clean up and eliminate any violation of this Section 3 at the sole expense of Indemnitor. In addition, Indemnitor agrees to comply with and perform any duties imposed upon motor carriers in Freight Tariff NS 9328-A or any successor or reissued publications.

SECTION 4. Indemnification. Indemnitor will be responsible for, and will indemnify and hold harmless each of Operator and Railroad and each of their respective shareholders, directors, officers, agents, employees and affiliates from and against, any and all liabilities, losses, damages, claims, suits, judgments, costs and expenses (including without limitation attorneys' fees) resulting from or in connection with injury to or death of any persons whomsoever (including without limitation, agents, employees or representatives of Railroad or Operator or Operator's affiliates), or damage to or loss of any property whatsoever, including commodity, caused directly or indirectly by any of its acts or omissions at a Transfer Facility or relating to the performance of services by Indemnitor at a Transfer Facility; provided, however, that Indemnitor's obligation to indemnify and hold harmless any party shall not apply to the extent that any such injury, death, damage or loss is contributed to or caused by the negligence or wrongful act(s) or omission(s) of such party.

SECTION 5. Governing Law. Except as otherwise expressly provided in this contract, the laws of Virginia shall govern the interpretation and performance of this Agreement.

SECTION 6. Insurance. Indemnitor shall at its sole cost and expense obtain and maintain during the period of this Agreement in a form and with companies satisfactory to Railroad and Operator, the following insurance coverages:

(a) Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Indemnitor's officers, agents, servants or employees.

(b) Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

(c) Commercial General Liability Insurance with a combined single limit of not less than (i) \$5,000,000 per occurrence if Indemnitor will handle hazardous materials at any Transfer Facility, or (ii) \$1,000,000 per occurrence if Indemnitor will not be handling any hazardous materials at any Transfer Facility, for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Agreement, shall name Railroad and Operator as

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additional insureds and shall include a severability of interests provision. The contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard.

(d) Truckers Liability Insurance with a combined single limit of not less than (i) \$5,000,000 per occurrence if Indemnitor will handle hazardous materials at any Transfer Facility, or (ii) \$1,000,000 per occurrence if Indemnitor will not be handling any hazardous materials at any Transfer Facility, for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to provide contractual liability coverage for liability assumed under this Agreement, shall name Railroad and Operator as additional insureds and shall include a severability of interests provision. In addition, said policy or policies shall contain Endorsement Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Section 30 of the Motor Carrier Act of 1980, or Form MCS-82 motor carrier public liability bond must be obtained.

Licensee shall furnish certificates of insurance to Railroad's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191, certifying the existence of such insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and Operator.

The furnishing and acceptance of the policies or certificates of insurance and bond referred to above shall not in any way or degree alter or lessen the liability of Indemnitor under this Agreement.

SECTION 7. Assignment. No assignment of this Agreement is permitted without prior written consent of the other parties hereto, except to successors in interest of a party.

SECTION 8. Waiver. Waiver by any party of any breach of these provisions shall not be construed as a waiver of any breach.

SECTION 9. Headings. The section headings contained in this Agreement are for convenience of reference only and in no way shall modify any of the terms or provisions of this Agreement.

SECTION 10. Notices. Any notices, requests or other communications hereunder shall be in writing and shall be deemed to have been duly given when made upon a party by personal service at any place where they may be found or by mailing such notices, requests, or communications by certified mail, postage prepaid and return receipt requested, or by internationally recognized courier, or by transmitting such notice by facsimile, in each case to the following addresses or facsimile numbers, as the case may be:

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INDEMNITOR:

Telecopy: _____

RAILROAD:

Director, Distribution Services
Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510
Telecopy: _____

OPERATOR:

RSI Leasing Inc
4131 Okemos Rd
Okemos MI 48864
Telecopy: 517-349-7154

or to such other addresses or telecopy numbers as such party may specify in a notice given to the other party as provided in this Section 10.

SECTION 11. Counterparts: Facsimile. This Agreement may be executed simultaneously in several counterparts, and by facsimile, and each of such counterpart and facsimile signature shall be deemed an original, but all of such counterparts and facsimile signatures together shall constitute one and the same instrument.

SECTION 12. Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their
duly authorized representatives as of the date first above written.

INDEMNITOR:

OPERATOR:

By: _____
Title: _____
Date: _____

By: Kelley Minnehan
Title: Vice President
Date: 1-30-08

NORFOLK SOUTHERN RAILWAY
COMPANY:

By: D. J. [Signature]
Title: Director Distribution Svcs
Date: 2/22/08

Transfers Done By Date -- Alexandria

4/9/2008	MOTIVA	5 5
4/10/2008	MOTIVA	5 5
4/11/2008	MOTIVA	5 5
4/14/2008	MOTIVA	12 12
4/15/2008	MOTIVA	12 12
4/16/2008	MOTIVA	12 12
4/17/2008	MOTIVA	12 12
4/18/2008	MOTIVA	12 12
4/21/2008	MOTIVA	12 12

4/22/2008	MOTIVA	12 12
4/23/2008	MOTIVA	12 12
4/24/2008	MOTIVA	6 6
4/25/2008	MOTIVA	4 4
4/28/2008	MOTIVA	12 12
4/29/2008	MOTIVA	12 12
4/30/2008	MOTIVA	10 10
5/1/2008	MOTIVA	11 11
5/2/2008	MOTIVA	9 9

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		16
5/6/2008	MOTIVA	9
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5/13/2008	MOTIVA	19
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5/14/2008	MOTIVA	19
		19
5/15/2008	MOTIVA	17
		17

5/16/2008	MOTIVA	16 16
5/19/2008	MOTIVA	17 17
5/20/2008	MOTIVA	4 4
5/21/2008	MOTIVA	23 23
5/22/2008	MOTIVA	26 26
5/23/2008	MOTIVA	19 19
5/27/2008	MOTIVA	22 22
5/28/2008	MOTIVA	19 19
5/29/2008	MOTIVA	21 21

5/30/2008	MOTIVA	14
		14
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		25
6/3/2008	MOTIVA	20
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6/13/2008	MOTIVA	30
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6/20/2008	MOTIVA	22
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6/23/2008	MOTIVA	22
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6/24/2008	MOTIVA	23
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7/10/2008	MOTIVA	29
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7/29/2008	MOTIVA	18
7/29/2008	TRANS	4
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7/30/2008	TRANS	4
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7/31/2008	TRANS	4
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8/7/2008	TRANS	5
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8/26/2008	TRANS	5
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8/27/2008	MOTIVA	18
8/27/2008	TRANS	5
		23

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9/4/2008	MOTIVA	24
9/4/2008	TRANS	5
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9/8/2008	TRANS	3
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10/7/2008	MOTIVA	21
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11/18/2008	MOTIVA	14
11/18/2008	TRANS	8
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