

218298

AVIATION TECHNOLOGIES LTD.

P.O. BOX: # 73, Tonopah, Nevada 89049

Administrative Offices: 4959 - Talbot Lane, Unit # 69, Reno, Nevada 89509

Aviation Technologies Ltd., "ATL" PRINCIPAL PLACE OF BUSINESS: TONOPAH AIRPORT, NYE COUNTY, NEVADA

Office of Proceedings

Robert Alan Kemp
Chief Executive Officer - Aviation Technologies Ltd.
[Representing]

NEVADA CENTRAL RAILROAD

VIA - USPS and IMMEDIATE OFFICIAL FAX FILING (Wednesday), December 13, 2006

The Honorable Charles D. Nottingham, Chairman - STB.

The Honorable Vernon A. Williams, Secretary

Office of the Secretary

Surface Transportation Board

1925 - K Street, NW Room: 711

Washington, D.C. 20423-0001

DEC 15 2006

FILED

DEC 15 2006

SURFACE
TRANSPORTATION BOARD
RE: Docket No. FD - 34958 UP NEVADA RAILROAD LLC

Motion/Petition to Dismiss and or Revoke (with Prejudice): **UP Nevada Railroad LLC - Lease and Operation Exemption -** **Pan Western Corporation**

Dear Chairman Nottingham, Secretary Williams:

We are writing today in relation to the UP Nevada Railroad LLC, "Exemption" Filed on November 14th, 2006, under Docket Number FD - 34958. Please now be advised that TODAY, December 13th, 2006 that: **NEVADA CENTRAL RAILROAD is executing its MOTION/PETITION TO DISMISS AND OR REVOKE (WITH PREJUDICE) - [UP Nevada Railroad LLC - Lease and Operation Exemption - Pan Western Corporation, filed by Petitioner - (UP Nevada Railroad LLC.), on November 14th, 2006, VIA IMMEDIATE OFFICIAL FAX FILING.** As the Filing will be made Via Official FAX Filing with Confirmed US Mail Deposit and Certification, we are hereby enclosing a Check in the amount of: \$ 300.00 to cover the Instant Motion/Petition filed Today by NCR in FD: 34958. Please therefore attach this letter communication to the Official NCR Public FAX Filing once received. If You or Your Staff have any questions or comments, please feel free to contact me personally.

Very truly yours,

Robert Alan Kemp

(775) 827-3258

Acting Representative and Legal Resident Agent for:

NEVADA CENTRAL RAILROAD

cc: Mr. John T. Digilio, Jr., Vice Chairman - Director/President, Nevada Central Railroad
 Mr. Joseph Anthony McNulty, III - Director/Vice President, Nevada Central Railroad
 Mr. David M. Konschnik, - Director of Proceedings, Surface Transportation Board



**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB FINANCE DOCKET NO: FD-34958

**UP NEVADA RAILROAD LLC.,
NEVADA PACIFIC RAILROAD CORPORATION
- Lease and Operation Exemption -
Pan Western -- Corporation**

**MOTION / PETITION TO DISMISS AND OR REVOKE
(WITH PREJUDICE)**

**- NEVADA CENTRAL RAILROAD -
(BACKGROUND AND SUMMARY OF RELIEF REQUESTED)**

1. STATEMENT OF INTEREST

NEVADA CENTRAL RAILROADTM a (3+) Year Old Corporation, U.S. FEDERAL ID: 20-449-7162, hereinafter ("NCR"), is a Railroad Corporation with an operations logistics base at Tonopah Airport, Nevada, incorporated within the State of Nevada on July 14th 2003, that is owned and majority controlled by the (Seventy Two + Private Shareholders) of a Nevada Based (holding) Corporation: AVIATION TECHNOLOGIES LTD.TM a (19+) Year Old Corporation, U.S. FEDERAL ID: 88-0373805, hereinafter ("ATL"), incorporated within the State of Nevada on June 23rd 1987, along with NCR Corporate Granted minority shareholder interest held by [Clark, Elko, Esmeralda, Lyon, Mineral, Nye,

Washoe, and White Pine, Counties in Nevada], and the [City of Ely, Nevada]. Please see: U.S. FEDERAL DISTRICT COURT EXHIBIT'S: NCR - 113G & 113H, bates stamped identified and attached hereto as: (13-0000111 thru 13-0000113, and 14-0000114 thru 14-0000116), indicating the current [Nevada State Corporate Legal, and Nye County Business License, (status)] officially conveyed to both the: NCR and ATL Nevada corporations.

2. Further, that on January 13th 1996, ATL-Officers and Staff Formulated and Trademarked the (NCR-ByPass) TM, thereby legally instituting [Phase-1] of the ATL/NCR Heavy High Speed Passenger and Freight Railroad Construction Project within the States of Nevada & California, operationally originating over the 128-Mile Nevada Northern Railway right of way in North East Nevada, which meet at the intersections with the Union Pacific Railroad at both Cobre and Shafter, heading South ending at McGill, with Construction Extensions South to Tonopah, and then further South to Primm at the California/Nevada Border, and then from Tonopah in a North/North-West Direction to Hawthorne, continuing North/North-West to the Flanigan connection with the UP, and then crossing Appx: 15-Miles over the California/Nevada Border to Wendell, California. Additional connections include lines to and from the Tonopah Airport, where ATL has already obtained Local Regulatory Endorsement for the Construction of Sole Source Intermodal Truck/Rail/Air Freight Processing and Warehousing Facilities, to include Repair, Fabrication, and Manufacturing Facilities supporting NCR Construction and continuing Interstate Commerce. See attached: (NCR - MAP - EXHIBIT: 00913-B), describing [Phase-1] by NCR of the Construction of the NCR-ByPass TM.

3. **ATL and NCR executed Legal Binding Contracts Directly with [the City of Ely along with the City of Ely Economic Development Authority: Eastern Nevada Development Authority, Inc., hereinafter ("ENDAI")], to include but not be limited to the (Rights of Acquisition) of the Nevada Northern Railway 128-Mile Rail System and (Right of Way), as well as the (Real Property) legally defined within the boundaries of the Right of Way, to be used by NCR as Collateral for Bonding and Financing for the said Acquisition. See attached: U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113A, Bates Stamped and identified herein as: (13-0000444 thru 13-0000449), describing the lawfully executed contract between ATL/NCR, and the City of Ely, along with, and also by and through the City of Ely Economic Development Authority, ENDAI, that includes Monies paid directly to the City of Ely collected by ENDAI, from ATL/NCR, for NCR Contract Support, directly reimbursing the City for Expenses incurred by the City for and in the Execution of the Contractual Sale of the Nevada Northern Railway by the City of Ely to NCR, as specifically directed by warranted officials legally acting for and on behalf of the City of Ely. See Attached Sworn Affidavit executed by Mr. Kevin M. Banks, as the Contract Consulting Investment Banker to ATL/NCR, regarding the Lawful Execution of the Contractual Acquisition of the Nevada Northern Railway System, by ATL/NCR from the City of Ely, following acceptance by the City of Ely of All Documented Terms and Conditions previously negotiated between the City of Ely and ATL/NCR, during a period exceeding Appx: 36-Months, attached hereto and identified as: U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113C, Bates Stamped (13-0000777 thru 13-0000779).**

SUMMARY OF - (EXPEDITED RELIEF) - REQUESTED

4. NEVADA CENTRAL RAILROAD -TM., (NCRR), hereinafter ("NCR"), hereby petitions the Surface Transportation Board ("Board") to Dismiss the Petition/Application for exemption filed by UP Nevada Railroad LLC, hereinafter ("UPNR") and or Nevada Pacific Railroad Corporation hereinafter ("NPRC"), in Finance Docket No. 34958 (with Prejudice), or, in the alternative to Immediately Revoke (with Prejudice), UPNR and or NPRC's exemption obtained pursuant to that Petition/Application issued in the name of: Nevada Pacific Railroad Corporation, as NCR will show, the Petition/Application for exemption that UNPR has filed in this proceeding was materially false, misleading, and therefore fraudulent, because UPNR did Not, and does Not Now Exist, and was thus Fraudulently Conceived, and is in violation of the Board's licensing requirements. UNPR has Never Legally Filed for exemption, thus any exemption be obtained by NPRC is in violation of the Board's licensing requirements. NCR-Staff, have determined through direct communication with Mr. Mitchell Truman, and further as a result of the personal admission by Mr. Truman, that UP Nevada Railroad LLC, (UPNR), was Not incorporated within the states of Nevada or Nebraska, as previously represented to the Board by Mr. Truman upon filing of the said Petition/Application on November 14th 2006, and in fact was Not Legally Incorporated in any state within the United States at the time Mr. Truman Verified that he was the President of UPNR to the Board under penalty of Perjury 18 U.S.C. 1621, on November 13th, 2006. See Verified Statement of Mitchell Truman, attached hereto as NCR Exhibit: (0013-A), misleading the Board and the Public, executed November 13th, 2006

within STB Finance Docket No. 34958, (STB served by Thompson Hine to the Board, on behalf of Mr. Truman, November 14th 2006). See Sworn Affidavit of Robert Alan Kemp attached hereto and identified as: NCR Exhibit: (0013-B), confirming the telephone conversation with Mr. Truman on November 27th 2006. NCR now asserts that: All Notices of Exemption filed pursuant to Congressional Federal Rules by which the Board is legally bound, must state that if the verified notice contains false or misleading information, the exemption is void ab initio. UPNR's Petition/Application for exemption in this docket is and remains false and misleading and thus is null and void. As any exemption that could be issued under the name of NPRC is in Totality Statutorily Reliant Upon the Jurisdictional and Statutory Requirements having first been met by UPNR, within the instant Docket, an exemption in the name of Nevada Pacific Railroad Corporation based on the prior actions of UPNR, is thus also automatically void ab initio. And further that any entity invoking the Board's class exemption processes on the basis of false or misleading information may have its notice Rejected/Dismissed, and further can be ordered by the Board to undo the transaction it has already entered into. See, e.g.. Sagamore National Corporation - Acquisition and Operation Exemption - Lines of Indiana Hi-Rail Corporation, Finance Docket No. 32523 (ICC served Oct. 28, 1994)("Sagamore"); see also Yolo Shortline Railroad Company - Lease and Operation Exemption - Port of Sacramento, STB Finance Docket No. 34114 (STB served Feb. 3, 2003), ("Under 49 CFR 1150.42(c), if a notice of exemption contains false or misleading information, we will Reject/Dismiss the notice as Void ab initio"). or, in the alternative, NCR asserts that if the exemption UPNR seeks to obtain, or

exemption by NPRC within the scope of this Docket, has come into effect, that the Petition/Application for Exemption should be Revoked (with Prejudice) as the instant Petition/Application was, and remains based, on the Fraudulent Representations of Mitchell Truman. In the instant case, Not Only does Mr. Truman knowingly document to the Board and the Public, that he is the "President" of a Non Existent Entity, but Mr. Truman further proceeds under penalty of Perjury, to declare that: "I am Qualified and Authorized to submit this verification on behalf of UP Nevada Railroad LLC." with full knowledge that UP Nevada Railroad LLC did Not, and does Not Now Exist.

5. Moreover, as if to add further confusion, the Thompson Hine Law Firm, previously acting as the legal representative for UP Nevada Railroad LLC., on November 20th 2006, files a letter to the Board that fails to convey the fact that Thompson Hine has already acquired knowledge that the UP Nevada Railroad LLC entity, did Not at the time of its filing to the Board, for Exemption, Exist as a Legal Entity, and further that such entity in fact Existed as of November 20th 2006, confirmed by their own client: Mr. Truman, as well as the Union Pacific Railroad Company on November 17th 2006, hereinafter ("UP"), within UP's letter response of November 17th 2006, filed with the Board, within the instant Docket.

6. However, the Most Critical element of the Thompson Hine letter of November 20th 2006, is that Thompson Hine describes the original Petitioner/Applicant within the instant Application, as a new Nevada State Corporation by the Name of: UP Nevada Corporation, and further states that the provision of the Named Petitioner to the Board as UP Nevada

Railroad LLC, was made as a result of an error resulting from Attorney Client Miscommunication. Thompson Hine with full knowledge that the Petitioner in FD: 34958 did Not, and thus does Not Now Exist, then proceeds to confirm to the Board that UP Nevada Corporation, is essentially, (the "Real" Petitioner), within the instant Petition/Application. However, at No Time within the instant proceedings, does Thompson Hine Motion or Legally Petition the Board to change and thus as alleged, "Correct" the name of the Petitioner, to: UP Nevada Corporation in order as explained by Thompson Hine, to Legally Maintain Jurisdiction under the original Application Filing on November 14th 2006. Instead, Thompson Hine states that the UP Nevada Corporation, will change its name to: "Nevada Railroad Corporation." However, absent a Motion/Petition Request by Thompson Hine to the Board within the instant case to "Correct" the name of the Petitioner as self professed by Thompson Hine, to: [UP Nevada Corporation], the Legal Petitioner in the instant Docket FACTUALLY and LEGALLY remains: UP Nevada Railroad Corporation LLC., which was and is now, a Nonexistent Entity, that was Knowingly Fraudulently Verified by Mitchell Truman. In the meantime, NCR-Staff confirms with Nevada Secretary of State Public Records, that No Expedited Name Change exists with relation to UP Nevada Corporation's Official File, relating to UP Nevada Corporation's self professed action as conveyed to the Board, to change it's name as a result of Trademark Violations expressed by UP's General Counsel on November 17th 2006, to: "Nevada Railroad Company." With Absolutely No Legal Statutory or Federal Administrative Jurisdiction as of November 20th

2006, as confirmed through direct telephone communication by the STB - Director of Proceedings, to this Author, made by the Director on behalf of the Board, the Administrator of Records at the STB on November 20th 2006 under the Legal Supervision and Observation of the Secretary of STB, proceeded to Unlawfully ALTER the PUBLIC RECORD of the Finance Docket, by changing the Name of the Petitioner on the said Official Docket, to: UP Nevada Corporation, on November 20th 2006 with NO BOARD DECISION, and thus NO LEGAL AUTHORITY to do so, FIRST entered into Public Record, (Prior to the said ALTERATION) of the Public Docket Record on November 20th 2006. Again, STB Director of Proceedings just recently confirmed to this Author, that NO DECISION has or had even been made and Legally Entered by the Board concerning any Motion/Petition filed by Thompson Hine, to essentially Alter the Name and Address of the Petitioner within the scope of a "Correction," as No Such Motion/Petition Request was ever received by the Board from Thompson Hine on behalf of Mr. Truman. Instead, Thompson Hine decides to essentially disguise the fact that Mr. Truman knowingly executed a Fraudulent Verification, in order to knowingly support the existence of the Nonexistent Named Petitioner, within the Petition identified by Thompson Hine as: UP Nevada Railroad LLC, misleading the Board and the Public into believing that the Union Pacific Railroad Company based in Nebraska, was seeking a Lease and Operation Exemption, within the State of Nevada.

6. The Thompson Hine Law Firm, also documents within its letter of November 20th

2006 to the Board, that the "Correct" name of the Applicant is: UP Nevada Corporation, incorporated within Nevada, under Corp. No. E0135082006-0. However, just two days later on November 22nd 2006, Thompson Hine while representing its actions on behalf of UP Nevada Corporation, requests within the [Legal Scope] of a MISTAKEN NAME, as previously described to the Board on November 20th 2006, then acting as stated for and on behalf of UP Nevada Corporation, (with No Legal Standing Nor-Jurisdiction) within the instant proceeding as a Legal Petitioner, that the Board Substitute the Name of: Nevada Pacific Railroad Corporation, for: UP Nevada Railroad LLC. Again, this Motion/Petition Request is made by Thompson Hine within the [Legal Scope], as self professed and represented by Thompson Hine, as a response to UP's letter of November 17th 2006, concerning UP's assertion of a Trademark violation. What is so critically important about the request to the Board by Thompson Hine on November 22nd 2006, is Not what is described within the Letter Request by Thompson Hine, as is, What Is NOT Described and or Contained and thus Legally Disclosed within said Letter. That, being the Fact that Thompson Hine did NOT Disclose to the Board and the Public, that it was and remains impossible for the UP Nevada Corporation, to change its name to: Nevada Pacific Railroad Corporation, as a result of the fact that Thompson Hine knew at the time of submission of the request on November 22nd 2006, as stated for purposes of and within the Legal Scope of making a Name Change, that the Nevada Pacific Railroad Corporation, was a Preexisting Separate and Independent Corporate Entity, with its own Corp. No: E0245032006-8, with

its own Separate and Legally Distinct set of: Directors, Officers, and Shareholders, as opposed to: UP Nevada Corporation, (previously alleged by Thompson Hine, to be the Petitioner, that lacked any Legal Jurisdiction within the instant Docket). Thus, Thompson Hine, absolutely knew that the submission of Request on November 22nd 2006, for the stated purpose of executing a Name Change by UP Nevada Corporation, would result in the unlawful acquisition by a Third Corporate Entity as described within this Docket, as the Nevada Pacific Railroad Corporation, of a Federal Exemption for Lease and Operation from Pan Western Corporation, for contemplated and future railroad operations within the State of Nevada. As of December 13th 2006, Secretary State of Nevada Public Records confirm that Two Separate and Legally Distinct Nevada Corporations named: UP Nevada Corporation, and Nevada Pacific Railroad Corporation, as Legally Distinct and Separate Corporations, and are both in Good Standing. The Thompson Hine Law Firm is Absolutely Aware that at No Time has Mr. Truman executed a Verification for any other Petitioner/Applicant other than the Knowingly Fraudulent Verification submitted by Mr. Truman within the instant proceeding under the name of: UP Nevada Railroad LLC, thus Voiding the Instant Case Exemption Proceeding on the basis of Fraud, as Mr. Truman has already admitted to this Author that UP Nevada Railroad LLC as of November 27th 2006, did Not, and thus does Not Now Exist. Thus there was No Mls-Communication between Thompson Hine and Mr. Truman regarding any fact that could have been communicated by Thompson Hine, to Mr. Truman, mistakenly compelling Mr. Truman to Execute the

Fraudulent Verification on November 13th 2006.

7. As a result of the Incontrovertible Fact that UP Nevada Railroad LLC does not exist, combined with the fact that the UP Nevada Corporation had, and or has, (No Legal Jurisdiction) under the instant proceeding, and further, as a result of the Execution and Provision of the Fraudulent Verification provided to the Board within this proceeding by Mitchell Truman, the instant Lease and Operation Exemption to be had by either UPNR, or NPRC, under FD: 34958, is therefore Null and VOID.

8. At times, the Board has indicated that an exemption that has already taken effect should be Revoked, as opposed to Rejected/Dismissed, if the notice of exemption contained false and misleading information. See, e.g., SF&L Railway. Inc. - Acquisition and Operation Exemption - Toledo. Peoria and Western Railway Corporation Between La Harpe and Peoria, IL, STB Finance Docket No. 33995 (STB served Oct. 17, 2002), slip op. at 10 (citing Save the Rock Island Committee. Inc. v. St. Louis Southwestern Railway Co.. Docket No. AB-39 (Sub-No. 18X) (ICC served Apr. 1, 1994))("SF&L"). Based upon these facts, UPNR's notice of exemption, and NPRC's representations are misleading about material facts at best and contains patently false and knowingly fraudulent information at worst. Mr. Truman and Thompson Hine appear to have knowingly and deliberately misled the Board and the Public, in order to Knowingly Manufacture and Carefully Engineer a Mechanical Artifice upon which a Third Non (Legally Statutorily Noticed), and (Unrelated Corporate Entity to a Petitioner by the name of: Nevada Pacific Railroad Corporation),

could essentially [Unlawfully Apply For, and Factually Obtain a Lease and Operations Exemption]. Accordingly, UPNR's notice of exemption should be Rejected/Dismissed (with Prejudice) along with any Exemption to be obtained by NPRC, and the combined transaction undone, despite the fact that it is scheduled for consummation by the Board as of December 14th 2006, in the published name of: Nevada Pacific Railroad Corporation. Alternatively, although NCR's petition to Dismiss and or Revoke (with Prejudice), should not require that the underlying proceeding be reopened in order to Revoke the notice (as opposed to automatically Rejecting/Dismissing the notice), the new information presented herein nonetheless more than justifies reopening at 49 CFR 1115.4 and Revoking the transaction. This new information Not previously provided by the Petitioner shows that the transaction is contrary to the Rail Transportation Policy and represents an abuse of the Board's processes. The abuse discussed herein warrants Revocation. See SF&L. Finally, UPNR and NPRC's conduct reveals that it has not only seriously misled the agency, but also that UPNR and or NPRC, have failed to observe the Board's licensing requirements with respect to UPNR and or NPRC's, contemplated operation of the track it seeks to operate over which this Board has jurisdiction.

9. As a result of the Official Administrative Misconduct and possible Criminal Conduct by the STB Board Administration, NCR now also respectfully requests that the Board Waive the Fee submitted by NCR on December 13th 2006, as a result of the fact that if the STB Board Administration and Secretary, had both properly carried out its Official Duties

within and in accordance with U.S. Federal Statute in compliance with The Rules of Federal Civil and or Federal Administrative Procedure, NCR would Not Have Incurred Financial Damages at a Minimum Equal to the Fee's Paid to the Board on December 13th 2006, in the Amount of: \$ 300.00, as the instant Exemption to be confirmed by the board thru Official Decision on December 14th 2006, could never occur.

10. NCR also requests that the previously confirmed Lease and Operation Exemption for the Tonopah & Tidewater Railroad be Publically confirmed by the Board as Null and Void, based on the Representations within the instant Docket, by Thompson Hine on behalf of the Tonopah & Tidewater Railroad Corporation of Nevada, for which Mr. Truman is the President.

11. Just as in the case of the Union Pacific Railroad Companies interest in this Case/Docket, NCR now confirms that it asserts its rights to its Trademark in the form of Nevada Central Railroad, for which the Nevada Pacific Railroad Corporation is Infringing. NCR-Staff are continuing to receive inquiries about its apparent participation within this Docket as if NCR were in fact the Nevada Pacific Railroad Corporation. Mr. Truman has already apologized for this action by Nevada Pacific Railroad Corporation. NCR-Staff have already initiated direct telephone communication to the President of Nevada Pacific Railroad Corporation in Las Vegas, as well as UP Nevada Corporation, and has confirmed from an individual representing the President of both Corporations: Mr. Keith Gregory, that Mr. Gregory as of November 27th 2006, is the President of UP Nevada Corporation,

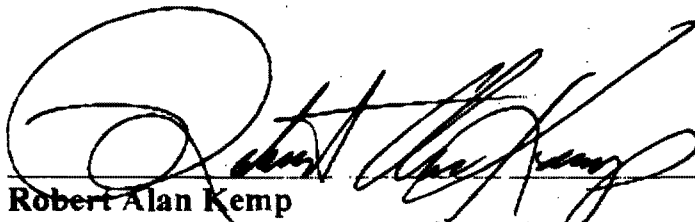
thus NCR will therefore execute direct contact and demand to Mr. Gregory, in order to ensure that the Nevada Pacific Railroad Corporation, Cease's to Unlawfully Infringe on the Trademark and Tradename of the: Nevada Central Railroad.

12. NCR has appraised Mr. Truman of NCR's persisting Contracts for the Acquisition of the Nevada Northern Railway Track and Right of Way within Northern Nevada, as well as NCR's existing contracts for the Construction of a Heavy High Speed Railroad System previously Publically Noticed within Nevada as the NCR-ByPass, that will also serve the Town of Tonopah at the NCR Operations and Logistics Base at Tonopah Airport. It is imperative that Mr. Truman and any individuals with which Mr. Truman Associates, Not Interfere with the Contractual and Business Development activities by both Aviation Technologies Ltd., and Nevada Central Railroad with regard to Rail, Land, Air, and Ship based Logistics and Transport Operations.

13. In the event that the Instant Motion/Petition by NCR to Dismiss and or Revoke any exemption to be obtained by either UPRR, and or NPRC, within the scope of FD: 34958 is Denied by the Board, then ATL/NCR will have No Other Alternative but to Name both UPRR and NPRC as part of a current case to be Filed in U.S. Federal District Court Northern District of Nevada relating but not limited to Defendants: White Pine Energy Associates, and Sierra Pacific Resources on charges not limited to: Industrial Economic Espionage, Theft of Trade Secrets, Interference with Contract and Business Expectancy, Fraud, Conspiracy, and Civil Rico.

Respectfully submitted this:

13th, Day of December, 2006.
by NEVADA CENTRAL RAILROAD

A large, stylized handwritten signature in black ink, appearing to read 'Robert Alan Kemp', is written over a horizontal line.

Robert Alan Kemp

Chairman & CEO., AVIATION TECHNOLOGIES LTD.,
4959 - Talbot Lane, Unit: # 69

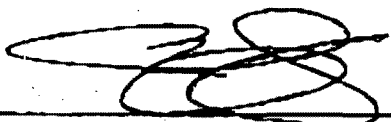
Reno, Nevada. 89509 (775) 827- 3258

Representing: NEVADA CENTRAL RAILROAD

VERIFICATION

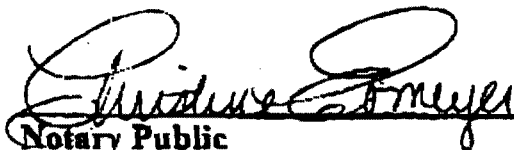
State of New York:)
) ss.
County of Suffolk:)

John T. Digilio, Jr., being duly sworn, deposes and states that he is the Vice Chairman & President of the **NEVADA CENTRAL RAILROAD**, and is authorized to make this verification, has read the foregoing Motion/Petition to Dismiss and or Revoke and has personal knowledge that the facts asserted therein are true and accurate as stated to the best of his knowledge, information, and belief.



John T. Digilio, Jr.

APPEARED Mr. John T. Digilio, Jr., SUBSCRIBED AND SWORN TO before me this 13th day of December, 2006.


Notary Public

Seal:

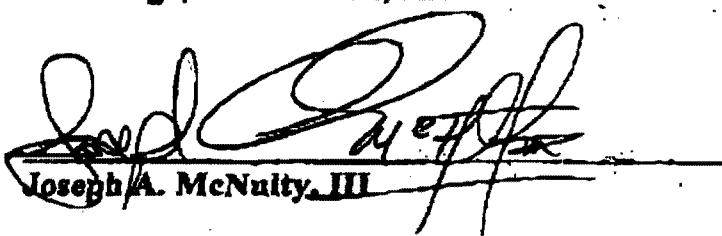
Christine Elmayer
Notary Public, State of New York
No. 01ED0051725
Qualified in Suffolk County
Commission Expires December 4, 2012.

My Commission Expires: 12/04/12

VERIFICATION

State of New York:)
) ss.
County of Suffolk:)

Joseph A. McNulty, III, being duly sworn, deposes and states that he is the Director & Senior Executive Vice President of the NEVADA CENTRAL RAILROAD, and is authorized to make this verification, has read the foregoing Motion/Petition to Dismiss and or Revoke and has personal knowledge that the facts asserted therein are true and accurate as stated to the best of his knowledge, information, and belief.


Joseph A. McNulty, III

APPEARED Mr. Joseph A. McNulty, III, SUBSCRIBED AND SWORN TO before me this 13 day of December, 2006.

NOTARY
COMM. EXPIRES 11/30/09

NOTARY PUBLIC, State of New York
No. 66-12667-1
Qualified in Suffolk County
Commission Expires March 31, 2011

Notary Public

Seal:

My Commission Expires: 11/30/09

AVIATION TECHNOLOGIES LTD.

P.O. BOX: # 73, Tonopah, Nevada 89049

Administrative Offices: 4959 - Talbot Lane, Unit # 69, Reno, Nevada 89509

Aviation Technologies Ltd., "ATL" PRINCIPAL PLACE OF BUSINESS: TONOPAH AIRPORT, NYE COUNTY, NEVADA

Robert Alan Kemp

Chief Executive Officer - Aviation Technologies Ltd.

[Representing]

NEVADA CENTRAL RAILROAD

VIA - USPS & FAX

(Wednesday), December 13, 2006

Mr. Vernon A. Williams, Secretary
Office of the Secretary
Surface Transportation Board
1925 K Street, NW Room 711
Washington, D.C. 20423-0001

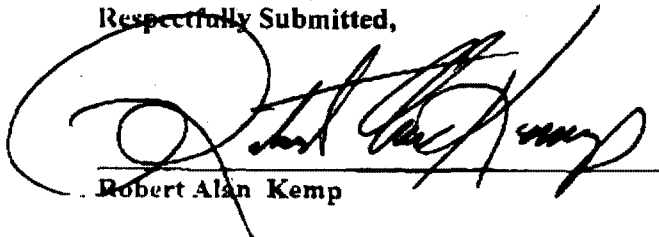
RE: Docket No. FD - 34958 UP NEVADA RAILROAD LLC

Motion/Petition to Dismiss and or Revoke (with Prejudice):
UP Nevada Railroad LLC - Nevada Pacific Railroad
Corporation - Lease and Operation Exemption - Pan Western
Corporation

CERTIFICATE OF SERVICE

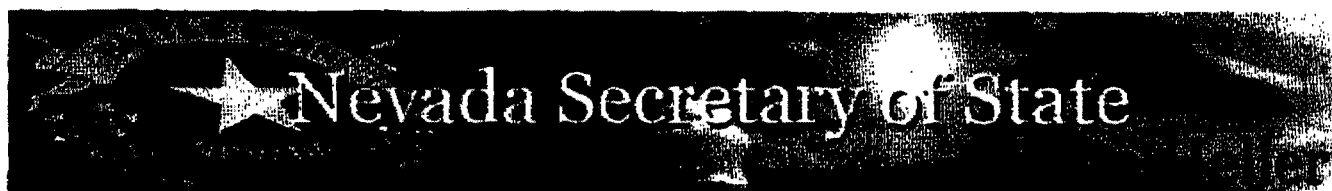
I, Robert Alan Kemp certify that on this 13th day of December, 2006, that I made service of the attached Original UP NEVADA RAILROAD LLC., NEVADA PACIFIC RAILROAD CORPORATION - Lease and Operation Exemption - Pan Western - Corporation along with 10-Copies, upon the Surface Transportation Board, (STB), and mailed a Single Copy of same to all listed Parties, Agencies, and Individuals, listed for Service within the Petition for Exemption: FD-34958, by depositing same into the United States First Class Mail with prepaid postage to the STB at the address listed above.

Respectfully Submitted,



Robert Alan Kemp

U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR 13 - 000011 of 2



Online Services

Fee Schedule

Login

NEVADA CENTRAL RAILROAD

Business Entity Information

Status:	Active	File Date:	7/14/2003
Type:	Domestic Corporation	Corp Number:	C16745-2003
Qualifying State:	NV	List of Officers Due:	7/31/2007
Managed By:		Expiration Date:	

Resident Agent Information

Name:	ROBERT ALAN KEMP	Address 1:	4959 TALBOT LANE UNIT 69
Address 2:		City:	RENO
State:	NV	Zip Code:	89509
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

View all business entities under this resident agent

Financial Information

No Par Share Count:	50,000.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Office

President - JOHN T DIGILIO JR

Address 1:	4959 TALBOT LN	Address 2:	#69
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

Secretary - ROBERT ALAN KEMP

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Corporation Detail Secretary of State Nevada
U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR 13 - 0000112 Page 2 of 2

Address 1:	4959 TALBOT LN	Address 2:	#69
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	
Treasurer - ROBERT ALAN KEMP			
Address 1:	4959 TALBOT LN	Address 2:	#69
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	
Director - JOSEPH A MCNULTY			
Address 1:	4959 TALBOT LN	Address 2:	#69
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

Actions\Amendments

[Click here to view 6 actions\amendments associated with this company](#)

SOS Contact Information



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U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR 13 - 0000113

**BUSINESS LICENSE
TOWN OF TONOPAH**

DATE: 12/28/05

NEVADA CENTRAL RAILROAD

N^o 08822

Robert Kemp

HAVING PAID TO THE LICENSE COLLECTOR OF NYE COUNTY

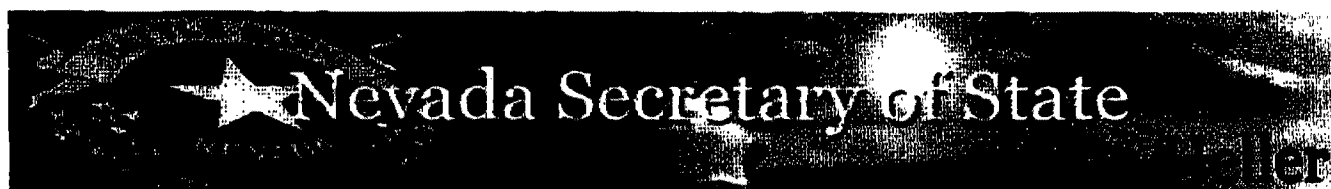
THE SUM OF \$40.00

DOLLARS, IS HEREBY LICENSED TO CONDUCT THE BUSINESS OF:

TRANSPORTATION LOGISTICS
SUPPORTLocation: Tonopah Airport, Tonopah, NV
Mailing: 4959 Talbot Lane, Unit #69
Reno, NV 89509IN SAID TOWN FOR THE PERIOD BEGINNING 01/01/06 AND ENDING 12/31/06, IN CONFORMITY
WITH AND SUBJECT TO ALL THE CONDITIONS PROVIDED BY LAW, WHICH RELATE TO THE SAID
BUSINESS.**NON-TRANSFERABLE**
TOWN MANAGER

MUST BE POSTED IN A CONSPICUOUS PLACE

U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR 14 - 0000114 of 2



Online Services | Fee Schedule | Login

AVIATION TECHNOLOGIES LTD.

Business Entity Information			
Status:	Active on 8/30/2006	File Date:	6/23/1987
Type:	Domestic Corporation	Corp Number:	C4756-1987
Qualifying State:	NV	List of Officers Due:	6/30/2007
Managed By:		Expiration Date:	

Resident Agent Information			
Name:	ROBERT ALAN KEMP	Address 1:	4959 TALBOT LANE UNIT 69
Address 2:		City:	RENO
State:	NV	Zip Code:	89509
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

[View all business entities under this resident agent](#)

Financial Information			
No Par Share Count:	5,000.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers			
☐ Include Inactive Office			
President - JOHN T DIGILIO JR			
Address 1:	TONOPAH AIRPORT, PO BOX 73	Address 2:	
City:	TONOPAH	State:	NV
Zip Code:	89049	Country:	
Status:	Active	Email:	
Secretary - ROBERT ALAN KEMP			

Page -14-

Corporation Details Secretary of State, Nevada
U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR 14 - 0000115 Page 2 of 2

Address 1:	TONOPAH AIRPORT, PO BOX 73	Address 2:	
City:	TONOPAH	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	
Treasurer - ROBERT ALAN KEMP			
Address 1:	TONOPAH AIRPORT, PO BOX 73	Address 2:	
City:	TONOPAH	State:	NV
Zip Code:	89049	Country:	
Status:	Active	Email:	
Director - JOSEPH A MCNULTY, III			
Address 1:	TONOPAH AIRPORT, PO BOX 73	Address 2:	
City:	TONOPAH	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

Actions/Amendments

[Click here to view 11 actions/amendments associated with this company](#)

SOS Contact Information



You are currently not logged in

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U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR 14 - 0000116

**BUSINESS LICENSE
TOWN OF TONOPAH**

DATE: 12/28/05

AVIATION TECHNOLOGIES LTD.

N^o 08823

Robert Kemp

HAVING PAID TO THE LICENSE COLLECTOR OF NYE COUNTY

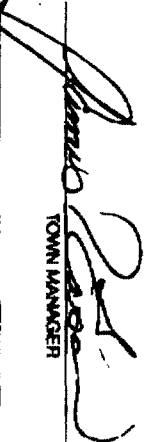
THE SUM OF \$40.00

DOLLARS, IS HEREBY LICENSED TO CONDUCT THE BUSINESS OF:

AVIATION CONTRACT SERVICES

Location: Tonopah Airport, Tonopah, NV
Mailing: 4959 Talbot Lane, Unit #69
Reno, NV 89509

IN SAID TOWN FOR THE PERIOD BEGINNING 01/01/06 AND ENDING 12/31/06, IN CONFORMITY
WITH AND SUBJECT TO ALL THE CONDITIONS PROVIDED BY LAW, WHICH RELATE TO THE SAID
BUSINESS.

NON-TRANSFERABLE
TOWN MANAGER

MUST BE POSTED IN A CONSPICUOUS PLACE

(NCR - MAP - EXHIBIT: 00913-B)



NEVADA CENTRAL RAILROAD - NCR-ByPass -TM.

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AVIATION TECHNOLOGIES LTD.

P.O. BOX: 73, Tonopah, Nevada 89049

C/O: # 99 - Florida Avenue, West Wyoming, Pennsylvania, New York 18544-1638

Aviation Technologies Ltd., "ATL" PRINCIPAL PLACES OF BUSINESS: TUCSON INTERNATIONAL AIRPORT, TUCSON, ARIZONA; WEST WYOMING, PENNSYLVANIA

RE: ATL CORPORATE - CONFIDENTIAL & PROPRIETARY NDA

May 13, 2003

Mr. John C. Gianelli, Chairman

CORPORATE - CONFIDENTIAL & PROPRIETARY INFORMATION

Eastern Nevada Development Authority, Inc.

482 - 5th St.

Ely, NV 89301

Voice: 1-(775) 289 - 8823

By Facsimile: 1-(775) 289 - 6863

Dear Mr. Gianelli,

The following Original Copy of the [Aviation Technologies Ltd.] Corporate - Confidential & Proprietary Information Agreement reflects the Terms and Conditions that are acceptable to ATL for the specific purpose of negotiating the establishment of a Long Term Business Agreement between Aviation Technologies Ltd. (ATL), DBA: ATL-Tactical Aviation Services (TAS), ATL-Vulcan Aero Engines (VAE), ATL-Vulcan Locomotive Works (VLW), ATL-Vulcan Energy Resources (VER), ATL-Air Logistics Center (ALC), ATL-Nevada Central Railroad (NCR), ATL-Royal American Airways (RAA) & Royal Air Group (RAG) and Eastern Nevada Development Authority, Inc., to include but not be limited to: The Proprietary, Patent, and Special Modification Upgrade, of Specifically Identified Commercial and Military Type Model: Aircraft & Engines, Locomotives & Prime Movers, Ships & Propulsion Systems, and Truck & Trailers.

ATL: Corporate - Confidential & Proprietary Information Agreement

1. This AGREEMENT is made by and between Aviation Technologies Ltd., a US Nevada Corporation, developing principal places of business at: Ely & Tonopah TTR Airports in Nevada, and future planned facilities at Tucson International Airport & Davis Monthan Air Force Base, Tucson, Arizona, and Mountaintop, Pennsylvania, with records maintained at: 2533 - N. Carson St., Carson City, Nevada, 89706, and at: # 99 - Florida Avenue, West Wyoming, Pennsylvania, 18544-1638, hereinafter referred to as (ATL), and Eastern Nevada Development Authority, Inc., having principal places of business at: 482 - 5th St., Ely, Nevada, 89301, hereinafter referred to as (ENDA). Therefore ATL and ENDA for mutual consideration as of May 13, 2003, hereinafter set forth and agree as follows:

2. ENDA acknowledges that in the performance of this Agreement it will be provided with Privileged Corporate - Confidential, Confidential & Proprietary Data and Information, which ATL considers extremely critical to the success of its technology and services and competitive standing in the Military & Commercial Aviation & Logistics Industries, and Military/Commercial: Railroad, Truck and Ship Transportation Industries. Therefore, a party disclosing CORPORATE - CONFIDENTIAL, CONFIDENTIAL AND PROPRIETARY DATA AND INFORMATION under this Agreement is referred to herein as the disclosing party or (Disclosing Party). A party receiving such information is referred to herein as the receiving party or (Receiving Party). Accordingly, ENDA agrees that it will not disclose, model, or use directly or indirectly or to compete with ATL, and will affirmatively maintain as confidential and proprietary, all knowledge and information which ENDA may receive from ATL, or from ATL's affiliates, or by virtue of the performance of the work and services to be provided pursuant to this Agreement, relating to, but not limited to Aircraft; Aircraft Parts, Electronic Systems, Locomotives, Rail Cars, Trucks, Trailers, Containers, Ships, and any Analysis or Technical Related Information regarding other business related activities to ATL, to include financial information all of which shall remain the property of ATL.

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3. All information provided by ENDA to ATL in the form of deliverables in whatever form or media, together with any of ENDA's employment by ATL, shall for all time and for all purposes be regarded by ENDA as Confidential & Proprietary and held by ENDA in strict confidence, solely for ATL's benefit and use, and shall not be used by ENDA or directly or indirectly disclosed by it to any other person whatsoever without ATL's prior written consent.

4. All correspondence, memoranda, notes, records, reports, plans, designs, intellectual property, studies, photographs and any other papers or items received or made in whatever form or media by ENDA, its officers, employees, consultants or other agents in connection with this Agreement shall be the property of ATL and/or its affiliates, and ENDA, if required by ATL, will deliver to ATL the originals including all materials supplied by ATL and copies of ENDA's work product with the exception of one record copy which ENDA may maintain in its confidential files.

5. All CORPORATE - CONFIDENTIAL & PROPRIETARY INFORMATION disclosed by ENDA, or ATL under this AGREEMENT:

- a) in tangible form shall be clearly identified at the time of disclosure as being CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION by an appropriate and conspicuous marking;
- b) in tangible form (e.g., oral or visual) shall be identified as being CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION at the time of disclosure, and shall be confirmed as such in writing to the Receiving Party within thirty (30) days after such disclosure;
- c) by electronic transmission (including but not limited to, facsimile, electronic mail and the like) in human readable form shall be clearly identified at the time of disclosure as being CORPORATE - CONFIDENTIAL, CONFIDENTIAL and or PROPRIETARY INFORMATION by an appropriate and conspicuous electronic marking within the transmission, such marking to be displayed in human readable form along with any display of the CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION;
- d) by delivery of an electronic storage medium or memory device shall be clearly identified at the time of disclosure as being CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION, such marking to be displayed in human readable form along with any display of the said CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION.

6. ENDA will use all reasonable efforts to limit access to such Corporate - Confidential, Confidential and Proprietary information to those individuals performing work or services on behalf of ATL who need to know the information under this Agreement. With respect to the disclosing party's CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION, the receiving party shall protect such CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION from unauthorized use or unauthorized or accidental disclosure by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care.

6-A. The Disclosing Party represents and warrants that it has the right to disclose the Corporate - Confidential, Confidential & Proprietary Information which it discloses under this Agreement. The Receiving Party shall not be liable for the disclosure thereof, if such information:

- vii) Was in the public domain at the time of disclosure as a result of the authorized release of the said Corporate - Confidential, Confidential & Proprietary Information into public domain by a warranted authorized Officer of ATL.

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U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113A 03

viii) As Confidential Information is required to be released as a matter of law, and in that case as required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Confidential Information, ENDA will provide ATL with prompt notice of such request or requirement so that ATL may seek an appropriate protective order. If, following the entry of a protective order, ENDA is, in the opinion of its counsel, compelled to disclose Confidential Information, ENDA may disclose only that portion of the Confidential Information that it is compelled to disclose and will upon request at the expense of ATL, cooperate with ATL in its continuing efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any portion of the confidential Information that ENDA is being requested to disclose.

(ix) As Confidential Information is required for private confidential disclosure by ENDA as a reasonable requirement to a minimum extent necessary when contacting potential investors, buyers, sellers or officers, limited to servicing the financial requirements of ATL.

7. This AGREEMENT is subject to all applicable laws of the Government of the United States of America. Each party shall be responsible for obtaining any necessary US Government Import and Export Licenses regarding the Transfer or Disclosure of relevant Technology, Material Property, or other Intellectual Property in foreign nationals as the case may be. ATL and ENDA shall at no time engage or conspire to engage in any activities which are unlawful under the laws of the United States, the District of Columbia, or any other jurisdiction of U.S. Government where its activities are carried on.

8. This Agreement pertains to the exchange of Corporate - Confidential, Confidential & Proprietary Information relating to Logistics, Operations, Equipment, Parts Manufacturing, Aircraft, Locomotive, Truck, Ship, and Electrical Generator Manufacturing and Modifications, and Related Energy, Data, and Transport & Transport Container Systems, and related business. This agreement is being executed for the specific purpose of negotiating the initiation of a Long Term 15-Year Business Agreement, and to Protect the Confidential and Proprietary Information that will be disclosed by ATL as a result of the initiation of the said Business Agreement. This agreement shall be effective for a Five (5) - Year Period, commencing May 1st, 2003 as witnessed by the signature at the end hereof, and shall terminate on May 1st, 2008, but may be terminated earlier by either party upon receipt of the voluntary documented mutual consent of both parties, by either party first giving 30-day written notice of said intent by either party for mutual termination, followed by and conditioned upon receipt of the mutual written executed consent to terminate by the receiving party, which shall not be unreasonably withheld. Termination shall not, however, affect the rights and obligations arising under this Agreement with respect to provision and receipt of: CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION. A receiving party shall have the duty to continue to use, not duplicate or model, and protect: PRIVILEGED CORPORATE - CONFIDENTIAL, CONFIDENTIAL & PROPRIETARY INFORMATION received hereunder for a period of Fifteen (15) - Years after receipt thereof, or until receipt of a written release of CORPORATE - CONFIDENTIAL, CONFIDENTIAL and PROPRIETARY INFORMATION by the disclosing party, whichever occurs first. ENDA shall not as a result of the execution of this Agreement: Interfere With, Circumvent, or then Proceed to Engage in the Specific Patented and/or Technology Specific Independently Developed Sole Source Business Activities relating to the original ATL business development activities that have, or will be subsequently disclosed by ATL.

9. Except as provided within this agreement, the disclosure of any Corporate - Confidential, Confidential & Proprietary Information provided by ATL to ENDA under this Agreement will not be construed as granting a license (expressly, by implication, estoppel, or otherwise) under, or any ownership in, such Corporate - Confidential, Confidential & Proprietary Information or in any invention, (FAA: Type Certificate, Special Type Certificate or Equivalent), Patent, Patent Application, Trademark, or Copyright now or hereafter owned or legally controlled by ATL.

10. This Agreement may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an Authorized Warranted Representative of both ATL and ENDA.

13-0000446

01/01/1998

U.S. FEDERAL DISTRICT COURT

EXHIBIT: NCR - 113A 04

11. Unless expressly agreed otherwise in an instrument in writing signed by an Authorized Warranted Representative of ATL and ENDA, nothing in this Agreement shall supersede or in any way modify any of the terms and conditions, or the rights and obligations of the parties, included in any other agreements, including any purchase agreement(s), between the parties. This Agreement will effectively extend, replace, and modify, the respective Terms & Conditions categorically related to the original Corporate - Confidential & Proprietary Information Agreement, as of the date of execution below.

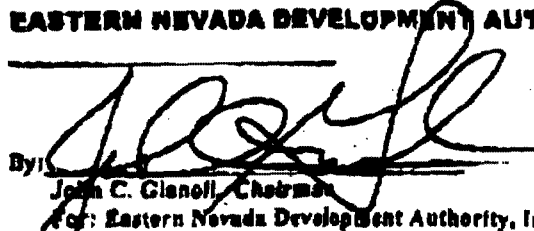
12. This Agreement shall be construed, interpreted and applied in accordance with the laws of the United States and State of Nevada, excluding its conflict of laws provisions under US-Federal and International Law. This agreement shall be contingent upon the Mutual Execution in Triplicate by each party to the direct benefit of ATL, in order to further a potential relationship between ATL and ENDA.

13. This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law as specified, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

In witness whereof, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CONSULTANT:

EASTERN NEVADA DEVELOPMENT AUTHORITY, INC.

By: 

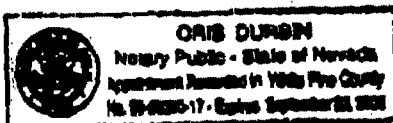
John C. Gianoli, Chairman

For: Eastern Nevada Development Authority, Inc.

Appeared before me this 13 day of June, 2003, Mr. John C. Gianoli, an Authorized Representative of Eastern Nevada Development Authority, Inc., who executed the Agreement first written above.


NOTARY:

STAMP:



13-0000447

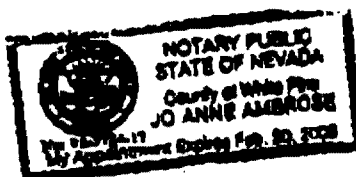
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CONSULTANT:

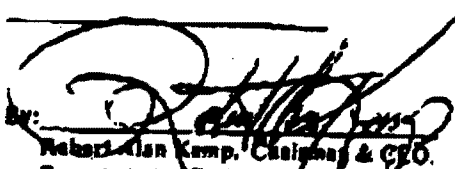
EASTERN NEVADA DEVELOPMENT AUTHORITY, INC.By: Gary D. Fairman, Secretary/Treasurer
For: Eastern Nevada Development Authority, Inc.Appeared before me this 13th day of June, 2003, Mr. Gary D. Fairman, an Authorized Representative of Eastern Nevada Development Authority, Inc., who executed the Agreement first written above.

NOTARY:

STAMP:

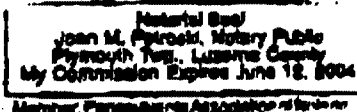


CLIENT:

AVIATION TECHNOLOGIES LTD.By: Robert Alan Kemp, Chairman & CEO
For: Aviation Technologies Ltd.Appeared before me this 13th day of June, 2003, Mr. Robert Alan Kemp, a Warranted Authorized Representative of Aviation Technologies Ltd., who executed the Agreement first written above.

NOTARY:

STAMP:



cc: INT. DATA FILE: ATL-ICORP-NOA, EASTERN NEVADA DEVELOPMENT AUTHORITY - ROBERT B. MILLER, 05-01-2003

13-0000448

U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113A

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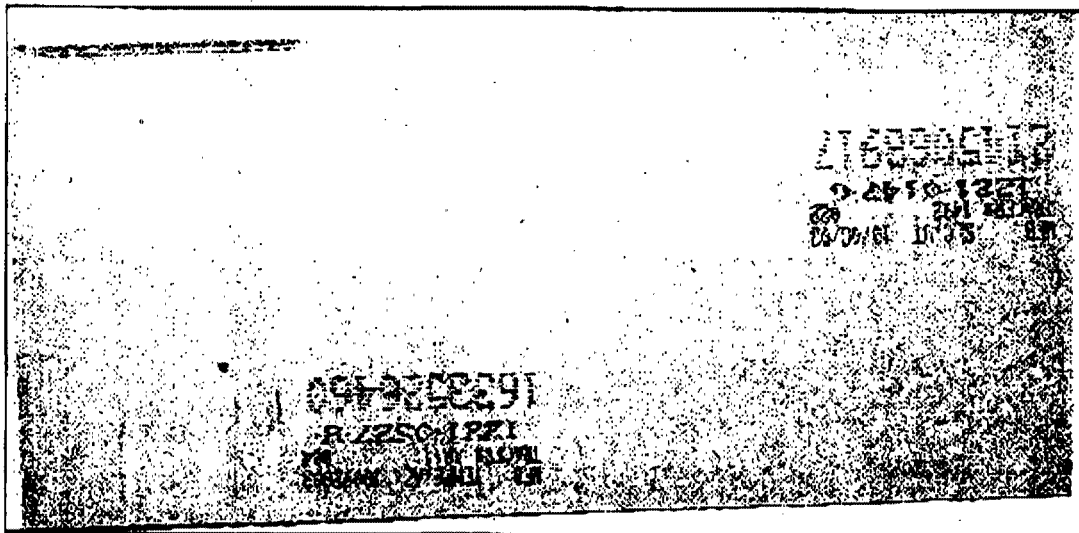
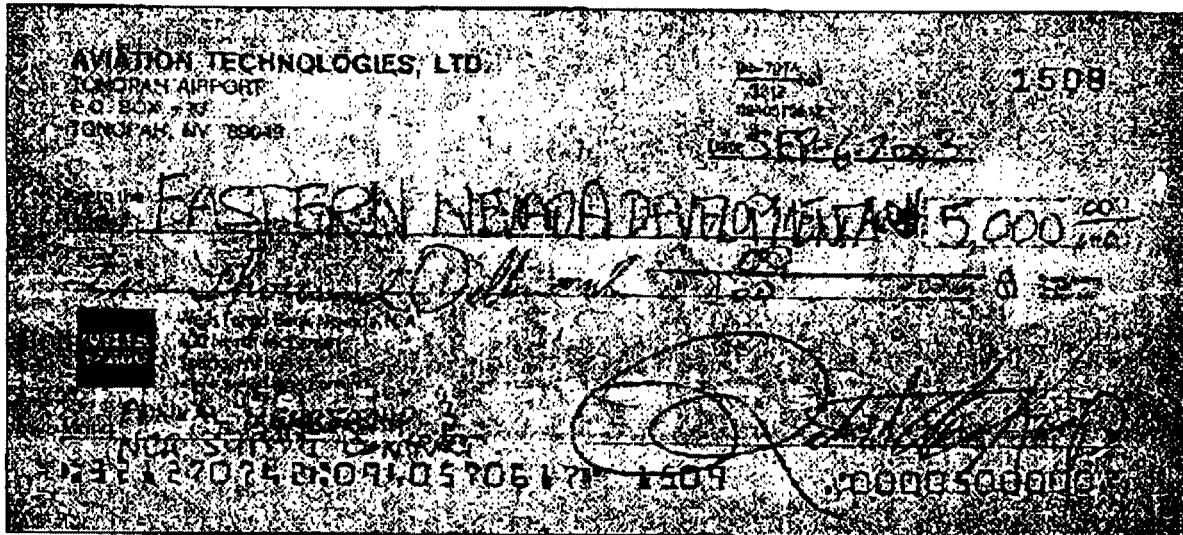
Page 2/2

Date: December 6, 2005

Wells Fargo Fax Cover Page

Page 2 of 2

Reference: 1000040106669:1000040113669:1000040118669



R/T Number 32127074
 Sequence Number 001633526460
 Account Number 0940570617

Processing Date 20031009
 Amount 5000.0
 Check Number 000000000001509

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U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113C

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11-13-2006

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SWORN AFFIDAVIT**KEVIN M. BANKS****State of Pennsylvania:)****) ss.****County of Bucks:)**

Kevin M. Banks, being duly sworn, deposes and states that he is a representative of the Banks Family Trust that acted as a (Contract Investment Bank Advisor) to the AVIATION TECHNOLOGIES LTD., and NEVADA CENTRAL RAILROAD, companies in Nevada during years 2003 and 2004, and being of sound mind and body, has personally prepared the following affirmations based on his personal knowledge that the facts asserted herein are true and accurate as stated to the best of his knowledge, information, and belief and therefore, I Kevin M. Banks hereby affirm;

That, indirectly by contract during year 2002, and then directly in year 2003, the Banks Family Trust entered into a commercial contract with Aviation Technologies Ltd., a Nevada Corporation, hereinafter (ATL), to provide Financial Investment Banking Advice, including, but not limited to, the Acquisition of Capital, and Related Commercial Business Development Services, for the financial and operational development by ATL, of the NEVADA CENTRAL RAILROAD, hereinafter (NCR), a Nevada Corporation wholly owned and formed by ATL in 2003.

That, during years 2002, 2003, and 2004, I personally attended and participated in meetings with ATL-Staff and contractors in the States of: Nevada, New York, Pennsylvania, New Jersey, Rhode Island, New England, and Ohio, in order to complete and identify the necessary Financial and Business Development Activities in order to successfully establish and confirm access for and on behalf of ATL to

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U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113C

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necessary Capital, to be derived from the execution and Issuance of Private/Corporate Equity and Debt. Finance, Stock Share Sales, and Bond Securities, in a Total Amount of: \$ 3.995-Billion USD., in order to enable ATL to support the Construction by NCR of the NCR-ByPass .TM., which included Available Funds for the Successful Acquisition by NCR of the Rail Lines historically referred to and identified in Nevada, as those owned and operated by the Nevada Northern Railway Company, that are situated within the NCR-ByPass .TM., previously identified by ATL and NCR-Staff to the STB, as legally referenced by NCR Legal Corporate Counsel, Fritz R. Kahn, to the STB within: FD- No: 34382.

That, at No Time has the ATL and NCR Nevada Corporations, their Officers, and Staff, by virtue of any Act, Omission, or Consequential Development, discharged its Legal Counsel of Record Mr. Fritz R. Kahn from his executed contract for the continuing provision of professional legal representation to ATL/NCR directly relating to the construction by NCR of the NCR-ByPass .TM., which now includes the NCRR-North West Fork, terminating in Wendel, CA, a portion of which was previously identified to the STB by NCR on November 13th, 2005., as the NCRR-West Fork, which directly connects to the Rail Lines currently identified on October 10th 2006, by the Union Pacific Railroad Company for Abandonment within: AB-33 (Sub. No: 230X).

That, during my meeting with Warranted Officials from the City of Ely and White Pine County in October, 2003, held within the City of Ely, that I personally witnessed the Officials of both the City of Ely and White Pine County while represented by Legal Counsel, Confirm and Agree To, and Complete and Execute, All Specific Documented Terms and Conditions of a Binding Contract with ATL/NCR, to Acquire and then Sell ATL/NCR the Appx: 130-Miles of Rail Lines historically referred to as the Nevada Northern Railway extending from Cobre, south to McGill, Nevada, following the notification by both the Mayor of the City of Ely and the Attending City of Ely and White Pine County Attorney, to ATL/NCR-Staff, that the ATL/NCR Corporations Could Not Independently Proceed with It's plans to Acquire the subject 130-Mile

13-0000778

U.S. FEDERAL DISTRICT COURT EXHIBIT: NCR - 113C

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Rail Lines from Los Angeles Department of Water & Power, as the City of Ely and White Pine County Refused to Allow the ATL/NCR Companies to Complete the said Independent Acquisition of the Rail Lines, based on as stated by both the City and County, the Preemptive Nevada State Statutory Authority to acquire same based on the representations by the City and County, that the Subject Lines were legally protected for acquisition under a Nevada State Surplus Property Statute, and further that only the City of Ely and White Pine County had Legal County and State Jurisdiction and Authority to Authorize Any Abandonment of the Lines, and as such would Legally Barr under Local City and County Ordinance, ATL/NCR from Abandoning the: 130-Miles of Rail Lines for a 20-Year Period, and would also assert its Legal Authority under City, County, and State Jurisdiction to First Determine Through Local City and County Mandatory Regulatory Procedures, that the Commercial Acquisition and Continuing Operation of the Rail Lines by ATL/NCR, were both Financially & Economically Feasible.

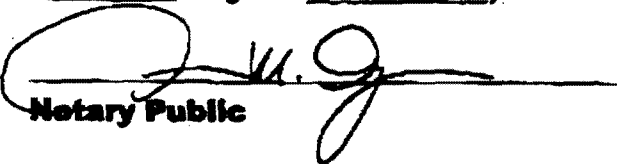
That, further Kevin M. Banks concluded his evidenced attestation.



Kevin M. Banks, Banks Family Trust

APPEARED Mr. Kevin M. Banks, SUBSCRIBED AND SWORN TO before me this

13TH day of November, 2006.



Notary Public

Seal:

My Commission Expires: 3-17-2008

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Doris M. Dowdy, Notary Public
Warrminster Twp., Bucks County
My Commission Expires Mar. 17, 2008
Member, Pennsylvania Association Of Notaries

13-0000779

NCR - EXHIBIT: (0013-A)**VERIFICATION**

I, Mitchell Truman, President of UP Nevada Railroad LLC, declare under penalty of perjury, under the laws of the United States of America, that I have read the foregoing Verified Notice of Exemption and that its statements are true and correct to the best of my knowledge, information and belief. I further declare that I am qualified and authorized to submit this verification on behalf of UP Nevada Railroad LLC. I know that willful misstatements or omissions of material facts constitute Federal criminal violations punishable under 18 U.S.C. § 1001 by imprisonment up to five years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under 18 U.S.C. § 1621, which provides for fines up to \$2,000 or imprisonment up to five years for each offense.

Dated at Clark County, Nevada, this 13th day of ^{November}~~October~~, 2006.


Mitchell Truman

NCR - EXHIBIT: (0013-B)**SWORN AFFIDAVIT**

State of Nevada:)
) ss:
County of Washoe:)

I **Robert Alan Kemp** being duly sworn, deposes and states that he is the Chairman & Chief Executive Officer of the **NEVADA CENTRAL RAILROAD**, and is authorized to make this sworn statement, and has personal knowledge that the facts asserted herein are true and accurate as stated to the best of his knowledge, information, and belief, and as such that;

1. On Monday November 27th, 2006, I Robert Alan Kemp received a return telephone call from Mr. Mitchell Truman, President of the Tonopah & Tidewater Railroad corporation located in Las Vegas, Nevada, who confirmed that the entity by the name of: (UP Nevada Railroad LLC), that he had recently identified to the STB, has Not been legally incorporated, essentially confirming, that Mr. Truman on November 13th, 2006, Executed a Verification attached to the Petition for Lease & Operation Exemption filed by Mr. Truman to the STB on November 14th, 2006, in FD: 34958, identifying himself as an Officer of a Non-Existent Railroad Entity as a Petitioner. Further that Mr. Truman confirmed information to the effect that he remains an Officer and Shareholder of the: Tonopah & Tidewater Railroad, incorporated in the State of Nevada, and was unaware of the preexisting incorporation by Aviation Technologies Ltd., of the: **NEVADA CENTRAL RAILROAD**, (NCR), hereinafter ("NCR"). Mr. Truman stated in effect, that He did Not Intend to Infringe on the Trade Name of Nevada Central Railroad, as a result of actions taken by his Legal Counsel in Washington, D. C. to Substitute the Name of Nevada Pacific Railroad, in lieu of UP Nevada Railroad LLC.

2. On Monday November 27th, 2006, I Robert Alan Kemp placed a call to an individual located in Las Vegas, Nevada by the name of: Keith E. Gregory, publically identified by Nevada state records as the President of the: Nevada Pacific Railroad Corporation. Further that Mr. Gregory's administrative-staff secretary confirmed in Mr. Gregory's absence, that Mr. Gregory is the current President of a Nevada Corporation by the Name of: (Nevada Pacific Railroad Corporation), that appears within Nevada State Public Records with a Nevada State Corporate ID. Number of: E0245032006-8, previously incorporated on April 4th, 2006.

3. The November 20th, 2006 letter from the Thompson Hine Law Firm, filed on behalf of the Non-Existent Petitioner in FD: 34958, seeks to correct and identify the Petitioner as a Nevada Corporation by the Name of: UP Nevada Corporation, with a Nevada State Corporate ID. Number of: E0135082006-0, with Nevada State Public Records confirming incorporation on February 24th 2006. Further that current Nevada State Public Records indicate that Mr. Keith E. Gregory, is also the President of the: UP Nevada Railroad Corporation, Not Mr. Mitchell Truman, as legally identified by Mr. Truman, within the Verification executed by him on November 13th 2006.

4. I Robert Alan Kemp, Monday, November 27th 2006, have orally conveyed to: Mr. Mitchell Truman, that the **NEVADA CENTRAL RAILROAD** has already received legal approval & endorsement from the Nye County Commission, for the Construction and Operation of a Heavy Highspeed Freight & Passenger Mainline Railroad Transportation System within Nye County, as part of the [NCR-ByPass -TM.], and more specifically, in effect but not limited to, the area of Tonopah, NV. Further, that this entire system has been previously officially and legally identified to the US -

NCR - EXHIBIT: (0013-B)

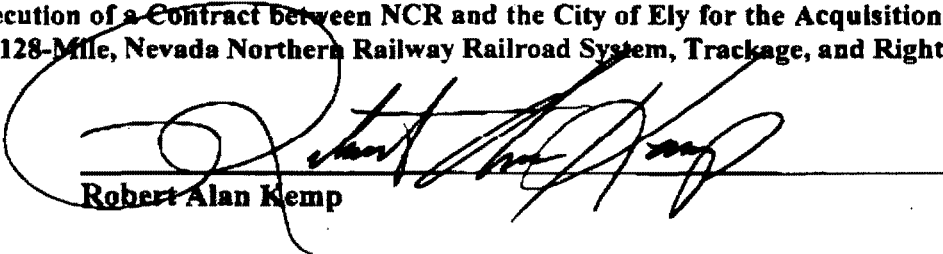
Department of Energy in 1996, and officially and legally identified by (Aviation Technologies Ltd. and Nevada Central Railroad), to the STB in 2003, prior to Mr. Truman's incorporation of the Tonopah & Tidewater Railroad in Nevada, on July 9th 2004.

5. The NEVADA CENTRAL RAILROAD has according to the U.S. Department of Energy in 2003, submitted in excess of 80% of all information necessary to fulfill its requirements for the provision of an EIS to the STB: Section of Environmental Analysis, for the NCR-ByPass-TM. Further that the NEVADA CENTRAL RAILROAD has included a Route Map of its Construction of its Proprietary Sole Source: INTERMODAL RAIL/TRUCK/AIR Transfer, Shipping, and Storage/Process, Fabrication and Manufacturing Facility at the Tonopah Airport, in Tonopah, Nevada to the Nye County Commission, for Approval and Endorsement as part of its public presentation on October 15th, 1996, which is now presently pending: U.S. Federal STB Construction Permit Process for Legal Approval.

6. During my telephone conversation with Mr. Truman on November 27th 2006, that Mr. Truman asserted in effect, that he personally has the rights to the provision of Rail Operations in Tonopah, NV, as a result of his ownership interest in the Tonopah & Tidewater Railroad in Las Vegas. Further, in direct reply to Mr. Truman's assertion, I stated that the Nevada Central Railroad has already filed Legal Notice for Construction and Operation Rights to serve the Tonopah area in 1996 and again in 2003, including the execution of previously contracted ATL/NCR Operations at the Tonopah Airport commencing in 1996.

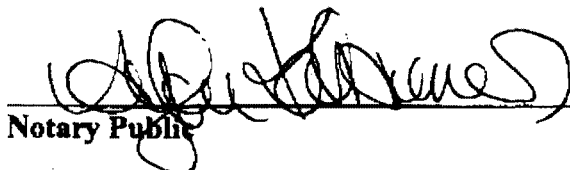
7. During the November 27th, Telephone conversation with Mr. Truman, that I confirmed the prior execution of a Contract between NCR and the City of Ely for the Acquisition by NCR of the Historic 128-Mile, Nevada Northern Railway Railroad System, Trackage, and Right of Way.

Signed:


Robert Alan Kemp

APPEARED Mr. Robert Alan Kemp, SUBSCRIBED AND SWORN TO before me

this 3th day of December, 2006.


Notary Public

Seal:

