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June 2, 2015

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Master Rail Car Lease dated as of 6/20/14

Lessor: Sam Mannino Enterprises, Inc. and  
Investors First Capital  
191 Anaconda Drive  
Pennsylvania Furnace, PA 16865

Lessee: Rocky Mountain Transportation Services, Inc.  
P. O. Box 1417  
Broomfield, CO 80038

Equipment: 34, 30,000 gal. Tank Cars  
OFOX 12459-52932, NI

Please record this agreement as a primary document. The filing fee of \$43 is enclosed.  
Thank you.

Sincerely,



Mary Ann Oster  
Research Consultant

MASTER RAIL CAR LEASE

This agreement, made June 20th, 2014, by and between Investors First Capital and or Sam Mannino Enterprises, Inc., having its principal office at 191 Anaconda Drive, Pennsylvania Furnace, PA 16865, hereinafter called "LESSOR" and Rocky Mountain Transportation Services, Inc. having its principal office at P.O. Box 1417 Broomfield, CO 80038-1417, hereinafter called "LESSEE".

WITNESSETH:

1. **Rental and Service Charges.** LESSOR hereby leases to the LESSEE, and the LESSEE hereby leases and hires from LESSOR and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "Riders" attached hereto and made a part hereof (hereinafter referred to as the "Riders", this instrument, together with the Riders, shall be herein referred to as the "Agreement"), the rail cars described in the Riders (hereinafter referred to singularly as the "Cars"), for the use of which cars the LESSEE agrees to pay the LESSOR the rental and services charges for the full term hereof all as set forth in the Riders.

2. **Payment.** LESSEE agrees to pay said rental and service charges to LESSOR on the first day of each calendar month in advance, without deduction, except that the LESSEE shall pay in advance on the delivery of each car, respectively, a pro rata portion of one month's rental and service charges for the period between the date of delivery and the first of the next calendar month, and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the termination of this lease. Rentals and service charges not paid within thirty (30) days of Lessee's receipt of invoice may, at LESSOR option, bear interest at the rate of 1% over the prime rate of interest quoted by Citibank N.A. per month on the unpaid balance until the balance is paid.

3. **Inspection of Car.** Each of the cars shall be subject to the LESSEE'S inspection before loading. Failure by LESSEE to inspect cars within fifteen (15) days after delivery or the successful loading of such car shall constitute acceptance thereof by LESSEE, and shall be conclusive evidence (i) of the fit and suitable condition of such car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the cars described in the Riders.

4. **Responsibility for Lading.** LESSOR shall not be liable for any loss of, or damage to commodities, or any part thereof, loaded or shipped in the cars, however such loss or damage shall be caused, or shall result. LESSEE agrees to assume responsibility for, to indemnify LESSOR against, and to save it harmless from, any such loss or damage, or claim thereof.

5. **Damage to Cars Resulting from Lading.** In the event any of the cars, or the tank, fittings, or appurtenances thereto, including the interior lining for rail cars so equipped, shall become damaged by the commodity loaded therein, other than those associated with ordinary

wear and tear, LESSEE agrees to assume the responsibility for such damage. Furthermore, LESSEE agrees to be responsible for any costs, both material and labor, for replacements or repairs, if required, for any gaskets and o-rings.

6. **Alteration and Lettering.** LESSEE will preserve the cars in good condition and will not in any way alter the physical structure of the cars without the advance approval in writing of LESSOR. LESSEE shall place no lettering or marking of any kind upon the cars without LESSOR'S prior written consent, except that, for the purpose of evidencing the operation of the cars in LESSEE'S service hereunder, LESSEE will be permitted to board and placard or stencil the cars with letters not to exceed two inches (2") in height.

7. **Limitations on Use.** LESSEE will not use the cars in a "unit train" without advance approval in writing from the LESSOR. LESSEE agrees not to load any of the cars in excess of the load limit stenciled thereon.

8. **Maintenance.** LESSOR or LESSOR'S third party maintenance/full service provider agrees to maintain each of the cars in good condition and repair according to the Interchange Rules of the Association of American Railroads (AAR), and LESSEE agrees to forward the cars to the shops of LESSOR for periodic maintenance repairs as may be directed by LESSOR. No repairs to any of the cars shall be made by LESSEE without LESSOR'S prior written consent except that LESSEE shall, at its expense, replace any removable parts ( dome covers, valves, outlet caps, etc.) if lost or broken. Replacement or repair by LESSEE of any parts, equipment, and/or accessories on any of the cars shall be with equal quality to those being replaced or repaired unless otherwise agreed to in writing by LESSOR. Except for required periodic inspections, LESSEE agrees to be responsible for the maintenance and repair of all dome area appliances, loading and unloading valves, hatch covers, outlet gates and operating mechanisms. There will be no loss of rental to LESSOR for repairs for the account of LESSEE. If any car requires cleaning prior to any repair, modification or required periodic testing, LESSEE shall either clean car prior to shipping or LESSEE shall pay all costs associated with such cleaning. When cars are placed in shops of LESSOR or in a private car shop for maintenance and/or repair, for the account of the LESSOR, the rental charges on each car shall cease five (5) days after the date of rail delivery to the shop, and will be reinstated on the date such car is redelivered back to Lessee. LESSEE, at its own expense, shall either replace or reimburse LESSOR for the cost of replacing any appliance or removable part, if destroyed, damaged, or lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of LESSOR, its agents or employees.

9. **Substitution of Cars.** If any of the cars shall be completely destroyed, or if the physical condition of any car shall become such that the car cannot be operated in railroad service as determined by the parties, then the LESSOR may, at its option, cancel this lease as to such car as of the date on which such event occurred, or may substitute another car of approximately the same type and capacity within a reasonable period of time, and in the event of such substitution, the substituted car shall be held pursuant to all the terms and conditions of this Agreement, except that rental shall accrue thereon when delivered to Lessee. LESSOR shall have the right to substitute for any car another car of approximately the same type and capacity

within a reasonable period of time; and, in the event of such substitution, the substituted car shall be held by LESSEE pursuant to all the terms and conditions of this agreement, except that rental shall accrue thereon when delivered to Lessee.

10. **Misuse Of Cars.** If any repairs are required as a result of the misuse by or negligence of LESSEE, its consignee, agent or sublessee, or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charges shall continue during the repair period, and the LESSEE agrees to pay LESSOR for the cost of such repair. LESSEE agrees that if by reason of such misuse or negligence or while on a railroad that does not subscribe to or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any car is completely destroyed or in the opinion of the LESSOR, such car's physical condition is such that it cannot be operated in railroad service, LESSEE will pay LESSOR, the AAR settlement value as determined by the AAR Rules of Interchange in effect at that time, within ninety (90) days following a request by LESSOR for such payment.

11. **Lining.** The application, maintenance and removal of interior protective linings in cars so equipped is to be at the expense of the LESSEE, including freight charges to and from the lining shop, (if applicable)

12. **Indemnity.** LESSEE will indemnify LESSOR against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against LESSOR, arising out of LESSEE'S or any Sublessee's use, lease, possession, or operation of the cars occurring during the term of this lease, or by the contents of such cars, except for any loss, liability, claim, damage or expense which is directly attributable to the fault or neglect of the LESSOR or for which a railroad or railroads have assumed full responsibility. All indemnities contained in this agreement shall survive the termination hereof, however same shall occur.

13. **Governmental and Industrial Regulation.** Each party hereto agrees to comply with all governmental laws, rules, regulations and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the cars during the term of this agreement.

14. **OT-5 APPROVAL.** Whenever approval of the originating line haul carrier(s) is required in order that Cars may be placed in service pursuant to AAR Circular OT-5 and any revisions or successors thereto, LESSOR shall, upon written request of LESSEE, use reasonable efforts to aid LESSEE in obtaining such approval. In no event shall LESSOR be liable if any such approval is not obtained for any reason or is withdrawn or modified, and this Agreement shall continue in full force and effect notwithstanding such withdrawal or modification or the failure to obtain such approval.

15. **Return of Cars.** Upon the expiration or termination of this lease as to any of the cars, LESSEE agrees to return each of the cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of LESSEE, to

LESSOR at point designated by LESSOR, free from residue, rust and odor and complete with all parts, equipment and accessories with which the car was originally equipped or which had been added during the term of this lease, and to give LESSOR thirty (30) days advance notice of such return. In the event the cars utilized by LESSEE were previously utilized in crude oil service and LESSEE only utilizes for crude oil service thereafter, LESSEE is not required to return the cars clean. However, in the event the cars were not previously utilized to transport crude oil service, LESSEE shall, on demand, reimburse LESSOR for the cost of cleaning any car free of residue, rust and odor not properly cleaned or containing residue or odor, as well as monthly rental and service charges incurred during the cleaning process.

16. **Mileage.** LESSOR shall collect all mileage earned by the cars and shall credit to the rental account of LESSEE such mileage earned by the cars while in the service of LESSEE, as and when released, according to, and subject to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable under each individual Rider.

17. **Additional Charges by Railroads.** LESSEE agrees to use the cars, upon each railroad over which the cars shall move, in accordance with the tariffs to which each railroad shall be a party; and, if the operation or movement of any of the cars during the term hereof shall result in any charges being made against LESSOR by any such railroad, LESSEE shall pay LESSOR, for such charges within fifteen (15) days after Lessee's receipt of invoice for same. LESSEE agrees to indemnify LESSOR against same and shall be liable for any switching, demurrage, track storage, mileage, empty miles, movements, or detention charges imposed on any of the cars during the term hereof.

18. **Service.** The LESSEE will use the cars only for the loading of products for which they are approved by the applicable regulatory agency.

19. **Rental and Service Charge Adjustments.** The rental and service charges are based upon construction of the cars in accordance with the design requirements of the AAR, Department of Transportation, and the Federal Railroad Administration effective at the time the lease of the cars was quoted to LESSEE. Any change to design due to changes in these requirements or due to the requirements of any other governmental authority between the effective date and the expiration or termination of the lease will cause the rental and service charges to increase at a monthly rate of \$1.60 per month for each \$100 expended by LESSOR on such car, effective as of the date the car is released from the shop after applications of such additions, modifications, or adjustments. The rate stated above is subject to annual review and adjustment. The LESSEE shall not receive any rental credits for cars shopped thirty (30) days or less for governmentally mandated changes.

20. **Mileage Cost Adjustments.** To the monthly rental and service charges, LESSOR will add (\$.04) per mile for each mile traveled by the cars in a calendar year above the "maximum average mileage" which is to be determined as follows: The "maximum average mileage" for a calendar year shall be determined by multiplying 35,000 miles by the number of cars covered by the applicable Rider during such calendar year. Any car covered by the Rider pertaining thereto during only a portion of the calendar year in question shall be included on a

pro rata basis in the calculation of the "maximum average mileage". The rate stated above is subject to annual review and adjustment.

**21. Taxes and Liens.** LESSOR agrees to pay all property taxes levied upon the cars and to file all property tax reports relating thereto. LESSEE agrees to report and pay, in addition to rental and service charges, all sales, use, leasing, operation, excise and other taxes with respect to the cars while such cars are leased to LESSEE hereunder, excluding taxes attributable to LESSOR's net income and/or earning, together with any penalties, fines, or interest thereon, and all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the cars outside the United States. LESSEE agrees not to encumber or dispose of this lease or any of the cars or any part of a car or permit any encumbrance or lien to be entered or levied upon any of the cars.

**22. Assignment.** LESSEE agrees, to the best of its ability, to use the cars exclusively in LESSEE'S own service within the boundaries of the continental United States, LESSEE will not assign, transfer, encumber or otherwise dispose of this lease, the cars, or any part thereof or sublet the cars hereby leased. In the event the cars are used outside the areas specified, LESSEE agrees to bear full responsibility for, to defend, and to reimburse LESSOR for any loss, damage, and/or loss or expense, including legal cost and attorney's fees arising in any way from such car movement.

Subject always to the foregoing, this agreement inures to the benefit of, and is binding upon, the LESSOR, its successors and assigns, and the LESSEE, its successors and assigns.

**23. Default.** If the LESSEE defaults in the payment of rental and service charges on any of the cars at the time when same shall become due, or defaults in the performance or observance of any of the other agreements herein contained and by LESSEE to be performed or observed, and such default shall continue for thirty (30) days from LESSEE'S receipt of notice of default (that is LESSEE shall have ten (10) days from date of receiving notice to correct default), or there shall be filed by or against LESSEE a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed for any part of LESSEE'S property or LESSEE shall make a general assignment for the benefit of creditors, then and in any of said events, LESSOR, at its election, may, upon notice to LESSEE of termination, terminate the lease set forth herein and repossess itself of any or all said cars and this lease shall thereupon become and be terminated. In the alternative, LESSOR, may, without notice, repossess itself of said cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be realized after repaying all expenses of re-taking and re-letting said cars, including attorney's fees and expenses of litigation and collecting the rentals thereof to satisfy the rental and service charges herein reserved, the LESSEE agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation for any such deficiency as well as the obligation for any and all other payments by LESSEE to LESSOR called for by this agreement shall survive any termination of this agreement or the lease contained herein for whatever reason and/or such retaking of the cars. LESSEE shall, without expense to LESSOR, assist it in repossessing itself of said cars and shall for a reasonable time if required, furnish suitable trackage space for the storage of said cars. The rights and remedies

herein given to LESSOR shall in no way limit its rights and remedies given or provided by law or in equity.

24. **Notice.** All notices provided for herein, as well as all correspondence pertaining to this agreement, shall be considered as properly given if given in writing and delivered personally or sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given below. Such addresses may be changed by either party giving written notice thereof to the other.
25. **Assignment of Lease.** This lease maybe assigned or pledge by as collateral by the Lessor without the permission of the Lessee.

**LESSOR AT:**

Investors First Capital  
Attn: Samuel Mannino  
191 Anaconda Drive  
Pennsylvania Furnace, PA 16865

**LESSEE AT:**

Rocky Mountain Transportation Services Inc.  
P.O. Box 1417  
Broomfield, CO 80038-1417

25. **Reliance on Lease.** LESSOR, in consideration of the LEESEE'S representations and agreement to observe and be bound by the terms and conditions of this Lease and because of the Lessee's immediate need of Cars, may have shipped one or more of the Cars to Lessee prior to the execution of this Lease. This Lease, whether or not executed, shall be the agreement between the parties for such cars and supersedes prior negotiations and correspondence.

26. **Miscellaneous.** Nothing contained herein shall give or convey to LESSEE any right, title, or property interest in and to the cars except as LESSEE. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

It is expressly understood and agreed that this agreement constitutes a separate Rail Car Lease and Service Contract with respect to the cars described in each Rider. The termination or extension of any such contract shall not affect any other contract, and a supplement evidencing the same shall be executed, delivered, and acknowledged at the request of either party hereto. At the request of either party hereto, a separate Rail Car Lease and Service Contract with respect to the cars described in any Rider will be executed, delivered and acknowledged in substantially the form of this agreement.

This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between LESSOR and LESSEE and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

All rights of LESSOR hereunder may be assigned, pledged or mortgaged, transferred, or otherwise disposed of, either in whole or in part, and/or LESSOR may assign, pledge, mortgage, transfer, or otherwise dispose of title of cars without notice to LESSEE. However, no such assignment, pledge, mortgage, transfer or other disposal shall interfere with the rights or obligations of LESSEE hereunder, provided that LESSEE is not in default with respect to any of the terms and conditions of this lease. LESSEE agrees to abide by the terms of this lease in the event of any such assignment, pledge, mortgage, transfer, or other disposition, this agreement and all of the other LESSEE'S rights under this agreement and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under this agreement under or through LESSEE are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, and/or equipment trust agreements covering the cars or any of them heretofore or hereafter created and entered into by LESSOR, its successors or assigns, and to all the rights of any such chattel mortgage, assignee, trustee, secured party, or other holder of the legal title to the cars, the cars may be lettered or marked to identify the legal owner of the cars at no expense to LESSEE. If, during the continuance of this agreement, any such marking shall at any time be removed or become illegible, wholly or in part, LESSEE shall immediately cause such marking to be restored or replaced at LESSOR'S expense.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

This agreement shall be governed and construed by the laws of the State of Pennsylvania

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

**Investors First Capital - LESSOR**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**Rocky Mountain Transportation Services, Inc - LESSEE**

DATE: 6/20/14

BY: J C Cozzenbaw



RAILCAR NUMBERS

OFOX012459	OFOX036062
OFOX017603	OFOX036063
OFOX017604	OFOX036064
OFOX018585	OFOX036065
OFOX018591	OFOX036067
OFOX018595	OFOX036068
OFOX021244	OFOX036069
OFOX023158	OFOX036070
OFOX023159	OFOX036072
OFOX025005	OFOX036078
OFOX026092	OFOX036079
OFOX026094	OFOX036080
OFOX026095	OFOX046150
OFOX026096	OFOX046159
OFOX036037	OFOX046448
OFOX036044	OFOX049197
OFOX036061	OFOX052932

TOTAL - 34 CARS

Commodity		\$34,000.00 Per Month
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3. Lease Term. The lease term is **(36) Sixty Months**. Lessee agrees, immediately upon the termination of Rider, to return the Cars leased hereunder to Lessor at the Lessor's designated location, suitable for interchange service STEAM CLEANED, empty, free from residue, rust, corrosion, ordinary wear and tear excepted. In the event that any Car is not delivered to Lessor meeting the requirements of this Section on or before the end of the Term specified for such Car in this rider, all of the obligations of Lessee under this Lease with respect to such Car shall remain in full force and effect until such Car is delivered to Lessor; provided, however, after thirty (30) days from the end of the term of the applicable Rider, the monthly rent for such Car shall be set at one and one-half times the prior monthly rent. Early Termination Clause. Lessee my return the cars after 24 mouths by notifying the lessor 30 days in advance of the 24th payment and paying an early out option equal to six (6) months lease payments per car.
4. End of Initial Period. Providing the Lessee has paid as agreed and has not been in default for any reason listed under section 21 of the Master Lease the Lessee my rewrite the Lease or renew the Lease for an additional 12, 24 or 36 months or return the Cars to Lessor and terminate the Master Lease.
5. Security Deposit. TBD security deposit received by the Lessor shall be applied to the first and last two months lease payment (less any transaction, documentation and or legal fees)
6. Delivery. Cars shall be delivered at a location to be provided by Lessee and all shipping cost will be paid by the Lessee.
7. Delivery Address. (to be completed by lessee)
8. Mileage. Mileage is zero rated. No mileage will be passed on to Lessee
9. Excess Mileage Surcharge. The Cars covered by this Rider are subject to the excess mileage surcharge imposed by this Section 6, and the "Mileage Surcharge" is six cents;

If during any calendar year the Cars travel more than the "Gross Mileage Limit" (defined below), then for each mile traveled above the Gross Mileage Limit, the Lessee shall pay the Lessor the Mileage Surcharge indicated above. The Lessor shall invoice the Lessee annually for any amounts due under this Section 6 and the Lessee shall pay within ten days of the invoice date.

"Gross Mileage Limit" means for any calendar year, 35,000 multiplied by the number of cars covered by this Rider during that year, with Cars covered for only a partial year being included in that calculation on a prorated basis by applying a daily proration factor to 35,000 miles.

10. Reliance on Lease. Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Rider and the Master Lease and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Rider and the Master Lease. If this has occurred, or if the Cars are already in service, this Rider and the Master Lease, whether or not executed, shall be the lease agreement between the parties for such Cars.

**DOCUMENTATION:**

It is anticipated that the Lessor's or the Lessor's Assignees standard lease documentation would be needed as a minimum for this transaction. This letter outlines the general terms and conditions of the lease. However, it does not include all the terms of the lease, which is subject to the review and approval by the Lessor's appropriate credit authority.

**INSURANCE:**

Lessee shall at all times keep the commodity insured with, or cause to be insured with, "all risk" insurance for an amount equal to the outstanding Stipulated Loss Values at the yearly anniversary of the Lease. The Lessor must be listed on the policy as loss payee and additional insured and a certificate of insurance is to be provided to the Lessor prior to closing.

**LOCATION & USE:**

The equipment shall be used in North America

**TRANSACTION COST:**

All cost incurred, including but not limited for recording and filing fees, record searches, registration, legal fees, appraisal and documentation shall be for Lessee's Account.

**CONDITIONS PRECEDENT TO FUNDING:**

Lessor's commitment to fund the lease is subject to the following:

- (i) the satisfaction of all conditions set forth herein, including without limitation, the execution and delivery of lease documentation in form and substance satisfactory to Lessor;
- (ii) no material adverse change in the financial condition of Lessee;
- (iii) appropriate committee approvals;
- (iv) approved commodity and MSDS per AAR car type;
- (v) satisfactory tax and legal opinions; and
- (vi) Satisfactory review of past (3) years Audited Financial Statements and most recent Interim Financial Statements.

**ACCEPTANCE:**

If this proposal is satisfactory to the Lessee, please sign and return this letter to Investors First Capital by 20 June, 2014 indicating your acceptance, so that we may proceed on the leasing transaction described herein. This lease is subject to a confirmed lease from Mitsubishi International Corporation at \$1400 per car per month with the same terms listed above.

All documentation shall be in form and substance acceptable to Investors First Capital with its financier and its legal counsel.

Thank you for allowing us the opportunity to prepare and present this transaction to you.

Sincerely,

\_\_\_\_\_  
Lessor, Investors First Capital

**ACCEPTED & AGREED TO:**

By: J C Czernbow  
 Title: PRESIDENT  
 Date: 6/20/14