



March 20, 2002

Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

Attention: Secretary

Dear Secretary:

I have enclosed an original and one copy/counterpart of the document(s) described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease, a primary document, dated April 3, 2002.

If an assignment, We request that this assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Lessor	Maxus Leasing Group, Inc. 31300 Bainbridge Road Cleveland, Ohio 44139
Lessee	Kasgro Leasing, LLC 320 East Cherry Street New Castle, PA 16102
Assignee	First Capital Group, Inc. 5601 Office Boulevard NE Albuquerque, NM 87109

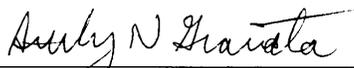
A description of the equipment covered by the document follows:

Eight (8) Rail Cars as described in Maxus Lease 1238-001.

A fee of \$112.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Mike Fedele at Maxus Leasing Group, Inc. 31300 Bainbridge Road, Cleveland, Ohio 44139.

A short summary of the document to appear in the index follows: Rail Car Lease with Kasgro Leasing LLC. as Lessee and Maxus Leasing Group, Inc. as Lessor, assigned to First Capital Group, Inc.

Very truly yours,



Anthony N. Granata
Vice President

31300 Bainbridge Road
Cleveland, Ohio 44139
phone: 440.519.2400
fax: 440.519.2401
web: www.maxusleasing.com

RECORDATION NO. 23963 FILED
MAY 8 '02 12:12 PM
SURFACE TRANSPORTATION BOARD



RECORDATION NO. 23963 FILED



MAY 8 '02 12-1-2 PM

SURFACE TRANSPORTATION BOARD

Schedule No. 001, dated April 3, 2002

Incorporating by reference Master Agreement No. 1238 dated April 3, 2002 between Maxus Leasing Group, Inc., as Lessor, and Kasgro Leasing, LLC, as Lessee.

LESSEE AGREES TO LEASE THE DESCRIBED EQUIPMENT FROM LESSOR AND LESSOR BY ACCEPTANCE OF THIS LEASE, AGREES TO LEASE THE EQUIPMENT TO LESSEE ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE AND THE MASTER AGREEMENT, WHICH IS ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE.

Equipment Description:

Quantity	Description	Serial Number
1	48' 370 Ton 12 Axle Flat Car	KRL370366
1	48' 370 Ton 12 Axle Flat Car	KRL370371
1	70' 112 Ton 4 Axle Flat Car	KRL701228
1	70' 112 Ton 4 Axle Flat Car	KRL701226
1	70' 112 Ton 4 Axle Flat Car	KRL701227
1	70' 235 Ton 12 Axle Flat Car	KRL127003
1	70' 235 Ton 12 Axle Flat Car	KRL127004
1	70' 235 Ton 12 Axle Flat Car	KRL127005

with all replacement parts, additions, repairs, accessions & accessories incorporated therein and/or affixed thereto.

1. Base Monthly Rental: \$37,660.25
2. Equipment Location: 320 East Cherry Street, New Castle, PA 16102
3. Equipment Return Location: To be determined by Lessor
4. Expected Delivery Date: _____
5. Base Term: 60 months
6. Lessee Address for Notices: (if different than Master Agreement):
7. Value of Calculation for Stip Loss Value: \$3,157,230.00
8. Special Terms: Security Deposit

Lessee must pay to Lessor a security deposit equal to 15% of the original Equipment cost (an amount equal to \$473,584.50, the "Security Deposit") to be set aside during the Base Term (as well as any extensions) of this Schedule.

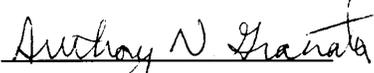
9. End of Base Term Options: Provided no event of default or event or condition which, with the giving of notice or the lapse of time, or both, would constitute and Event of Default has occurred and is continuing, Lessee shall have the option at the end of the Base Term, upon notice to Lessor given as provided in Section 2(b) of the Master Agreement to purchase all, but not less than all, of the Equipment for a purchase price equal to the greater of (i) the then fair market value of the Equipment or (ii) 60.00% of the original cost of the Equipment (an amount equal to \$1,894,338.00). If Lessee does not exercise such purchase option, the Base Term shall automatically and without further action by Lessor or Lessee be extended for a period of 12 months at a rental equal to \$37,660.25 per month, followed by one (1) payment equal to \$1,578,615.00. For purposes of this paragraph, (i) "fair market value" means the purchase price that would be obtained in an arm's length transaction between a willing buyer and a willing seller, neither under a compulsion to buy or sell, and (ii) "fair rental value" means the rental that would be obtained in an arm's length transaction between a willing lessor and a willing lessee, neither under a compulsion to lease. Such fair market value or fair rental value shall be in accordance with Section 14(e) of the Lease. Upon the proper exercise by Lessee of any purchase option under this paragraph, and upon receipt of such purchase price, together with any applicable taxes, Lessor shall execute and deliver to Lessee a bill of sale for the Equipment, without representation or warranty except that the Equipment is free and clear of any liens, claims or encumbrances created by or through Lessor.

THIS SCHEDULE TOGETHER WITH EXHIBIT A INCLUDING ANY ADDITIONAL PROVISION(S) REFERRED TO IN ITEMS 8 AND 9 CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND LESSEE AS TO THE LEASE AND THE EQUIPMENT. LESSEE ACKNOWLEDGES THAT ON OR BEFORE LESSEE'S SIGNING OF THIS SCHEDULE IT RECEIVED A COPY OF THE CONTRACT EVIDENCING LESSOR'S ACQUISITION OF THE EQUIPMENT.

Lessee: Kasgro Leasing, LLC

Lessor: Maxus Leasing Group, Inc.

By: 

By: 

Print Name: Jeffrey A. Plus

Print Name: Anthony N. Granata

Title: Exec VP / CFO

Title: Vice President

This is Counterpart No. 3 of 3 serially numbered counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. 1.



Installation Certificate for Schedule No. 001, dated February 7, 2002

Incorporating by reference Master Agreement No. 1238 dated April 3, 20022 between Maxus Leasing Group, Inc., as Lessor, and Kasgro Leasing, LLC, as Lessee.

Lessee hereby certifies (i) that the items of Equipment described below have been delivered to the specified Equipment Location, and inspected by Lessee and have been found to be in good order as of the Installation Date, and (ii) that the quantity, description, and serial numbers as indicated below are true and correct.

Quantity	Description	Serial Number
1	48' 370 Ton 12 Axle Flat Car	KRL370366
1	48' 370 Ton 12 Axle Flat Car	KRL370371
1	70' 112 Ton 4 Axle Flat Car	KRL701228
1	70' 112 Ton 4 Axle Flat Car	KRL701226
1	70' 112 Ton 4 Axle Flat Car	KRL701227
1	70' 235 Ton 12 Axle Flat Car	KRL127003
1	70' 235 Ton 12 Axle Flat Car	KRL127004
1	70' 235 Ton 12 Axle Flat Car	KRL127005

with all replacement parts, additions, repairs, accessions & accessories from time to time incorporated therein and/or affixed thereto.

Installation Date: _____

Equipment Location: 320 East Cherry Street, New Castle, PA 16102

Lessee hereby represents and warrants to Lessor that on the Installation Date:

1. The representation and warranties of Lessee contained in the Master Agreement and the Schedule are true and correct in all material respects as though made as of the Installation Date.
2. No Event of Default as defined in the Master Agreement has occurred and is continuing as of the Installation Date.
3. There are in full force and effect such insurance policies with respect to the Equipment as are required pursuant to the Master Agreement.

Lessee: Kasgro Leasing, LLC

By: Jeffrey A. Plur

Print Name: Jeffrey A. Plur

Title: Exec VP / CFO

This is Counterpart No. 3 of 3 serially numbered counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. 1.



Master Lease No. 1238 Exhibit A

MASTER AGREEMENT OF TERMS AND CONDITIONS FOR LEASE ("Master Agreement") made as of April 3, 2002 between Maxus Leasing Group, Inc., an Ohio corporation, having its chief executive offices at 31300 Bainbridge Road, Cleveland, OH 44139 ("Lessor") and Kasgro Leasing, LLC, having its executive offices at 320 East Cherry Street, New Castle, PA 16102 ("Lessee").

1. LEASE

On the terms and conditions of this Master Agreement, Lessor shall lease to Lessee, and Lessee shall hire from Lessor, the items of personal property (collectively the "Equipment," and individually an "Item") described in the Schedule(s) which shall incorporate this Master Agreement. Each Schedule shall constitute a separate and independent lease and contractual obligation of Lessee. The term "Lease" shall refer to an individual Schedule which incorporates this Master Agreement. In the event of a conflict between this Master Agreement and any Schedule, the language of the Schedule shall prevail. The Lease shall be effective upon execution by Lessor at its offices.

2. TERM

(a) The term of the Lease shall be comprised of a Delivery Term, Installation Term and Base Term. The Delivery Term for each Item shall commence on the date the Item is delivered to Lessee and shall end on the Installation Date. The Installation Term shall commence on the Installation Date and terminate on the first day of the month following the Installation Date for the last Item to be installed (the "Base Term Commencement Date"). The Base Term of the Lease shall begin on the Base Term Commencement Date, and may, subject to Subsection 2(b), terminate on the last day of the last month of the Base Term. The date of installation (the "Installation Date") for any Item shall be the earlier of either (i) the date on which the entity responsible for installing such Item certifies that the Item is installed and placed in good working order, or (ii) if Lessee has caused a delay in the installation of an Item, seven days from the date the Item is delivered to the equipment location specified in the Schedule, or (iii) if Lessee is to install the Item, the third day after delivery. Notwithstanding the foregoing, the Installation Date shall be the date on which the Lessor pays for the Equipment.

(b) A Lease may be terminated as of the last day of the last month of the Base Term by written notice given by either Lessor or Lessee not less than six (6) nor more than nine (9) months prior to the date of termination of the Base Term. If the Lease is not so terminated at the end of the Base Term, the Base Term shall be automatically extended for successive six (6) month periods until such six (6) month notice is given. The Base Monthly Rental shall continue to be due and payable by Lessee throughout any extension term(s). No notice of termination may be revoked without the written consent of the other party.

3. RENTAL

(a) The rental amount payable to Lessor by Lessee for the Equipment will be as set forth on the Schedule. As rent for Equipment, Lessee shall pay Lessor (i) in immediately available funds and in advance on the Base Term Commencement Date and on the first day of each month during the Base Term of the Lease the Base Monthly Rental, per month, and (ii) on the Installation Date an amount equal to 1/30th of the Base Monthly Rental for each Item times the number of days which will elapse from the Installation Date of such Item to the Base Term Commencement Date of the Lease. Each remittance from Lessee to Lessor shall contain information as to the Lease for which payment is made. If Lessor makes any progress or similar payment in respect of any Equipment, such payment shall be treated as an "item" under the Lease, having an Installation Date of the date of such payment, and rent shall be payable with respect thereto as provided in this Subsection 3(a). If the Lease does not commence for any reason, then Lessee will, within ten (10) days after request by Lessor on or after the anticipated Commencement Date, repay to Lessor the amount of each such progress payment.

(b) For any payment of rent or other amount due under a Lease which is past due for more than five (5) days, interest shall accrue at the rate of 1.5% per month, from the date such payment was due until payment is received by Lessor, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

4. TAXES

The term "Taxes" shall mean all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and/or any penalties, fines or interest, which are imposed against or on the Equipment, its use, operation, or ownership, or the rentals or receipts due under the Lease, or penalties arising from the failure to file a return with respect to the Taxes, but shall not include any federal or state taxes based upon or measured by the net income of Lessor. As of the commencement of the term of the Lease, Lessee shall promptly report, file, pay and indemnify, and hold Lessor

harmless with respect to any and all Taxes. Lessee will, upon request by Lessor, submit to Lessor written evidence of Lessee's payment of all Taxes.

5. NET LEASE

The Lease is a net lease, it being the intention of the parties that all costs, expenses and liabilities associated with the Equipment or its lease shall be borne by Lessee. Lessee's agreement to pay all obligations under the Lease, including but not limited to Base Monthly Rental, is absolute and unconditional and such agreement is for the benefit of Lessor and its Assignee(s). Lessee's obligations shall not be subject to any abatement, deferral, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever. Except as may be otherwise expressly provided in the Lease, it shall not terminate, nor shall the obligations of Lessee be affected by reason of any defect in or damage to, or any loss or destruction of, or obsolescence of, the Equipment or any Item from any cause whatsoever, or the interference with its use by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of Lessor and Lessee that all rent and other sums payable by Lessee under the Lease shall be, and continue to be, payable in all events throughout the term of the Lease. The Lease shall be binding upon the Lessee, its successors and permitted assigns and shall inure to the benefit of Lessor and its Assignee(s).

6. FINANCE LEASE STATUS

The parties agree that this lease is a "Finance Lease" as defined by section 2A-103(g) of the Uniform Commercial Code ("UCC"). Lessee acknowledges either (a) that Lessee has reviewed and approved any written Supply Contract (as defined by UCC 2A-103(y) covering the Equipment purchased from the "Supplier" (as defined by UCC 2A-103(x) thereof for lease to Lessee or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Supplier, (ii) that the Lessee may have rights under the Supply Contract; and (iii) that the Lessee may contact the supplier for a description of any such rights Lessee may have under the Supply Contract.

7. INSTALLATION, RETURN AND USE OF EQUIPMENT

(a) Upon delivery of the Equipment to Lessee, Lessee shall pay all transportation, installation, rigging, packing and insurance charges with respect to the Equipment. In the case of a sale and leaseback transaction, Lessee shall, upon the request of Lessor, certify the date the Equipment was first put into use. Lessee will provide the required electric current and a suitable place of installation for the Equipment with all appropriate facilities as specified by the manufacturer. No cards, tapes, disks, data cells or other input/output and storage media may be used by Lessee to operate any Item unless it meets the specifications of the manufacturer. Lessee agrees that it will not install, or permit the installation of, the Equipment without Lessor's consent.

(b) Lessee shall, at all times during the term of the Lease, be entitled to unlimited use of the Equipment. Lessee will at all times keep the Equipment in its sole possession and control except for the sublease of the Equipment to third parties. The Equipment shall not be moved from the location stated in the Schedule without the prior written consent of Lessor and in no event shall the Equipment be moved outside the continental, contiguous United States except for use in Mexico and Canada not exceeding more than 180 days in any one year. Lessee will comply with all laws, regulations, and ordinances, and all applicable requirements of the manufacturer of the Equipment which apply to the physical possession, use, operation, condition and maintenance of the Equipment. Lessee agrees to obtain all permits and licenses necessary for the operation of the Equipment.

(c) Lessee shall not without the prior written consent of Lessor, affix or install any accessory, feature, equipment or device to the Equipment or make any improvement, upgrade, modification, alteration or addition to the Equipment (any such accessory, feature, equipment, device or improvement, upgrade, modification, alteration or addition affixed or installed is an "Improvement"). Title to all Improvements shall, without further act, upon the making, affixing or installation of such Improvement, vest solely in Lessor, except such Improvements as may be readily removed without causing material damage to the Equipment and without in any way affecting or impairing the originally intended function, value or use of the Equipment. Provided the Equipment is returned to Lessor in the condition required by the Lease, including, but not limited to coverage under the manufacturer's standard maintenance contract, title to the Improvement shall vest in the Lessee upon removal. Any

Improvement not removed from the Equipment prior to return shall at Lessor's option remain the property of Lessor and shall be certified for maintenance by the manufacturer, at Lessee's expense. Lessee shall notify Lessor in writing no less than sixty (60) days prior to the desired installation date of the type of Improvement Lessee desires to obtain. Lessor may, at any time within ten (10) days after receipt of the notice offer to provide the Improvement to Lessee upon terms and conditions to be mutually agreed upon. Lessee shall notify Lessor of any third party offers and shall lease the Improvement from Lessor if Lessor meets the terms of the third party offer. If Lessee leases an Improvement from Lessor, such lease shall be under a separate Schedule, the Improvement shall not be placed in service by Lessee prior to acquisition by Lessor, and Lessee shall execute and deliver any document necessary to vest title to such Improvement in Lessor. During the term of the Base Term and any renewal term, Lessee shall cause all Improvements to be maintained, at Lessee's expense, in accordance with the requirements of Section 8. Unless otherwise agreed to by Lessor, upon the expiration or earlier termination of the term of the Lease, any Improvement shall be de-installed and removed from the Equipment by the manufacturer, at Lessee's expense. If the Improvement is removed, the Equipment shall be restored to its unmodified condition and shall be certified for maintenance by the manufacturer, at Lessee's expense. In the event an Improvement is provided to Lessee by a party other than Lessor, Lessee shall cause such party to execute and deliver to Lessor such documents as shall be required by Lessor to protect the interests of Lessor and any Assignee in the Equipment, this Master Agreement and any Schedule.

- (d) Lessee shall, at the termination of the Lease, at its expense, return all, but not less than all, the Equipment to Lessor at such rail location within the continental United States as shall reasonably be designated by Lessor in the same operating order, repair, condition and appearance as of the Installation Date, reasonable wear and tear excepted, with all current engineering changes prescribed by the manufacturer of the incorporated in the Equipment. Upon redelivery to Lessor, Lessee shall arrange and pay for such repairs (if any) as are necessary for the manufacturer of the Equipment to accept the Equipment under a maintenance contract at its then standard rates. If the Equipment is not redelivered to Lessor upon the termination of the Base Term or, if applicable, any Extension Term, then in addition to any other rights and remedies Lessor may otherwise have under the Lease, rental shall be payable by Lessee with respect to such Equipment at a monthly rate determined by Lessor in its reasonable discretion to be the fair market rental that would be payable for the monthly rental of such Equipment.

8. MAINTENANCE AND REPAIRS

Lessee shall, during the term of the Lease, maintain in full force and effect a contract with the manufacturer of the Equipment covering maintenance of the Equipment. Lessee upon request shall furnish Lessor with a copy of such maintenance contract as amended or supplemented. During the term of the Lease, Lessee shall, at its expense, keep the Equipment in good working order, repair, appearance and condition and make all necessary adjustments, repairs and replacements, all of which shall become the property of Lessor. Lessee shall not use or permit the use of the Equipment for any purpose for which, in the opinion of the manufacturer of the Equipment or the Maintenance Organization, the Equipment is not designed or intended.

9. OWNERSHIP, LIENS AND INSPECTIONS

(a) Lessee shall keep the Equipment free from any marking or labeling which might be interpreted as a claim of ownership by Lessee or any party other than Lessor and its Assignee(s), and shall affix and maintain tags, decals or plates furnished by Lessor on the Equipment indicating ownership and title to the Equipment in Lessor or its Assignee(s) provided the Equipment may contain the Kasgro name and trademarks and applicable car markings. Upon reasonable notice to Lessee, Lessor or its agents shall have access to the Equipment and Lessee's books and records with respect to the Lease and the Equipment at reasonable times for the purpose of inspection of the Equipment and for any other purposes contemplated by the Lease, subject to the reasonable security requirements of Lessee.

(b) Lessee shall execute and deliver such instruments, including Uniform Commercial Code financing statements, as are required to be filed to evidence the interest of Lessor and its Assignee(s) in the Equipment or the Lease. Lessee has no interest in the Equipment except as expressly set forth in the Lease, and that interest is a leasehold interest. Lessor and Lessee agree, and Lessee represents for the benefit of Lessor and its Assignee(s) that the Lease is intended to be a "finance lease" and not a "lease intended as security" as those terms are used in the UCC; and that the Lease is intended to be a "true lease" as the term is commonly used under the Internal Revenue Code of 1986, as amended (the "Code").

(c) **LESSEE SHALL KEEP THE LEASE, THE EQUIPMENT AND ANY IMPROVEMENTS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF WHATSOEVER KIND (EXCEPT THOSE CREATED BY LESSOR) AND LESSEE SHALL NOT ASSIGN THE LEASE OR ANY OF ITS RIGHTS UNDER THE LEASE OR SUBLEASE ANY OF THE EQUIPMENT OR GRANT ANY RIGHTS TO THE EQUIPMENT, EXCEPT FOR THE USE OF THE EQUIPMENT AS "FREE RUNNERS", WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.** With written approval from Lessor, such approval not to be unreasonably withheld, Lessee may sublease Equipment and agrees to notify Lessor upon Lessor's request, in writing, of the location of the Equipment and provide Lessor with copies of all sublease agreements, including Car Interchange Agreements. All such sublease agreements and Car Interchange Agreements will identify Lessor and or its Assignee(s) as owners of the Equipment. No permitted assignment or sublease shall relieve Lessee of any of its obligations under the Lease and Lessee agrees to pay all

costs and expenses Lessor may incur in connection with such sublease or assignment.

10. DISCLAIMER OF WARRANTIES

(a) **LESSOR LEASES THE EQUIPMENT "AS IS", AND BEING NEITHER THE MANUFACTURER OF THE EQUIPMENT NOR THE AGENT OF EITHER THE MANUFACTURER OR SELLER, LESSOR DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENTS OR THE LIKE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL THERE BE ANY ABATEMENT OF RENTAL FOR ANY REASON INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING.**

(b) For the term of the Lease, Lessor assigns to Lessee (to the extent possible), and Lessee may have the benefit of, any and all manufacturer's warranties, service agreements and patent indemnities, if any, with respect to the Equipment; provided, however, that Lessee's sole remedy for the breach of any such warranty, indemnification or service agreement shall be against the manufacturer of the Equipment and not against Lessor, nor shall any such breach have any effect whatsoever on the rights and obligations of Lessor or Lessee with respect to the Lease.

11. ASSIGNMENT

(a) Lessee acknowledges and understands that Lessor may assign to a successor, financing lender and/or purchaser (the "Assignee"), all or any part of Lessor's right, title and interest in and to the Lease and the Equipment and Lessee hereby consents to such assignment(s). In the event Lessor transfers or assigns, or retransfers or reassigns, to an Assignee all or part of Lessor's interest in the Lease, the Equipment or any sums payable under the Lease, whether as collateral security for loans or advances made or to be made to Lessor by such Assignee or otherwise, Lessee covenants that, upon receipt of notice of any such transfer or assignment and instructions from Lessor, (i) Lessee shall, if so instructed, pay and perform its obligations under the Lease to Assignee (or to any other party designated by Assignee), and shall not assign the Lease or any of its rights under the Lease or permit the Lease to be amended, modified, or terminated without the prior written consent of Assignee; and (ii) Lessee's obligations under the Lease with respect to Assignee shall be absolute and unconditional and not be subject to any abatement, reduction, recoupment, defense, offset or counterclaim for any reason, alleged or proven, including, but not limited to, defect in the Equipment, the condition, design, operation or fitness for use of the Equipment or any loss or destruction or obsolescence of the Equipment or any part thereof, the prohibition of or other restrictions against Lessee's use of the Equipment, the interference with such use by any person or entity, any failure by Lessor to perform any of its obligations contained in the Lease, any insolvency or bankruptcy of Lessor, or for any other cause, and (iii) Lessee shall, upon request of Lessor, submit documents and certificates as may be reasonably required by Assignee to secure and complete such transfer or assignment, including but not limited to the documents set forth in Section 16(c) of this Master Agreement, (iv) Lessee shall deliver to Assignee copies of any notices which are required under the Lease to be sent to Lessor, and (v) Lessee shall, if requested, restate to Assignee the representations, warranties and covenants contained in the Lease (upon which Lessee acknowledges Assignee may rely) and shall make such other representations, warranties and covenants to Assignee as may be reasonably required to give effect to the assignment.

(b) By accepting any assignment or transfer of the Lease or any interest therein, each Assignee shall be deemed to have agreed that, so long as Lessee is not in default under the Lease, such Assignee shall take no action to interfere with Lessee's quiet enjoyment and use of the Equipment in accordance with the terms of the Lease. No such assignment or conveyance shall relieve Lessor of its obligations under the Lease and Lessee agrees it shall not look to any Assignee to perform any of Lessor's obligations under the Lease. No such assignment shall increase Lessee's obligations nor decrease Lessee's rights hereunder.

12. QUIET ENJOYMENT

Lessor covenants that so long as Lessee is not in default under a Lease, Lessor shall take no action to interfere with Lessee's possession and use of the Equipment subject to and in accordance with the provisions of the Lease.

13. INDEMNIFICATION

Except to the extent arising from the gross negligence or willful misconduct of Lessor or Assignee, Lessee shall and does agree to indemnify, protect, save and keep harmless Lessor and its Assignee(s) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, or expenses (including legal fees and expenses) of any kind and nature whatsoever which may be imposed upon, incurred by or asserted against Lessor or its Assignee(s) in any way relating to or arising out of the Equipment, the manufacture, ownership, lease, possession, use, condition, or operation of the Equipment (including, without limitation, those claims based on latent and other defects, whether or not discoverable, or claims based on strict liability, or any claim for patent, trademark or

copyright infringement). Lessor's rights arising from this Section shall survive the expiration or other termination of the Lease. Nothing in this Section shall limit or waive any right of Lessee to proceed against the manufacturer of the Equipment.

14. RISK OF LOSS

(a) Lessee assumes and shall bear the entire risk of loss and damage, whether or not insured against, of the Equipment from any and every cause whatsoever as of the date the Equipment is delivered to Lessee.

(b) In the event of loss or damage of any kind to any Item, Lessee shall use all reasonable efforts to place the Item in good repair, condition and working order to the reasonable satisfaction of Lessor within ninety (90) days of such loss or damage, unless the manufacturer of the Equipment reasonably determines that such Item has been irreparably damaged, in which case Lessee shall, within ten (10) days of the such determination of irreparable loss, make its election to either pay Lessor the Stipulated Loss Value (as set forth in Attachment A to this Master Agreement) for the irreparably damaged Item or replace the irreparably damaged Item, all as provided in this Section. To the extent that the Item is damaged but not irreparably damaged and if Lessee or Lessor is entitled, pursuant to the insurance coverage, to obtain proceeds from such insurance for the repair of the Item, Lessee (provided no Event of Default has occurred under the Lease) may arrange for the disbursement of such proceeds to the manufacturer or other entity approved by Lessor to perform the repairs to pay the cost of repair and Lessor shall fully cooperate in connection therewith. However, Lessee's obligation to timely repair the damaged Item is not contingent upon receipt of such insurance proceeds.

(c) In the event that Lessee elects to pay Lessor the Stipulated Loss Value for the irreparably damaged Item, Lessee shall (i) pay such amount (computed as of the first day of the month following the determination of the irreparable damage) to Lessor on the first day of the month following the election by Lessee as provided in (b) above, (ii) pay all Base Monthly Rental for the Item up to the date that the Stipulated Loss Value is paid to Lessor; and (iii) arrange with the applicable insurance company (with the consent of Lessor) for the disposition of the irreparably damaged Item. If not all the Equipment is irreparably damaged, the Value for Calculation of Stipulated Loss Value ("Value") as set forth on the Schedule for the irreparably damaged Item shall be multiplied by the applicable percentage set forth in Attachment A to compute the Stipulated Loss Value for such irreparably damaged Item, and the Base Monthly Rental for the undamaged Equipment remaining due (after payment of the Stipulated Loss Value for the irreparably damaged Item) shall be that amount resulting from multiplying the original Base Monthly Rental by the ratio of the Value of the undamaged Equipment divided by the Value for all the Equipment prior to the damage.

(d) If Lessee elects to replace the irreparably damaged Item, Lessee shall continue all payments under the Lease without interruption, as if no such damage, loss or destruction had occurred, and shall replace such irreparably damaged Item, paying all costs associated with the replacement, and Lessee shall be entitled to insurance proceeds up to the amount expended by Lessee in effecting the replacement. Lessee shall within twenty (20) days following the date of determination of irreparable damage, effect the replacement by replacing the irreparably damaged Item with a "Replacement Item" so that Lessor has good, marketable and unencumbered title to such Replacement Item. The Replacement Item shall have a fair market value equal to or greater than the Item replaced, and anticipated to have a fair market value at the expiration of the Base Term equal to the fair market value that the replaced Item would have had at the end of the Base Term, and be the same manufacture, model and type and of at least equal capacity to the Item for which the replacement is being made. Upon delivery, such Replacement Item shall become subject to all of the terms and conditions of the Lease. Lessee shall execute all instruments or documents necessary to effect the foregoing.

(e) For purposes of this Lease, the term "fair market value" shall mean the price that would be obtained in an arm's-length transaction between an informed and willing buyer-lessee under no compulsion to buy or lease and an informed and willing seller-lessor under no compulsion to sell or lease. If Lessor and Lessee are unable to agree upon fair market value, such value shall be determined, at Lessee's expense, in accordance with the foregoing definition, by three independent appraisers, one to be appointed by Lessee, one to be appointed by Lessor and the third to be appointed by the first two.

15. INSURANCE

During the term of the Lease, Lessee, at its own expense, shall maintain in regard to the Equipment all risk insurance (in an amount not less than the Stipulated Loss Value as identified on Attachment A) and comprehensive public liability insurance in amounts and with carriers reasonably satisfactory to Lessor. Any such insurance shall name Lessor and the Assignees as additional insureds and, as for the all risk insurance, loss payees as their interests may appear. All such insurance shall provide that it may not be terminated, canceled or altered without at least thirty (30) days' prior written notice to Lessor and its Assignees. Coverage afforded to Lessor shall not be rescinded, impaired, or invalidated by any act or neglect of Lessee. Lessee agrees to supply to Lessor, upon request, evidence of such insurance.

16. REPRESENTATIONS AND WARRANTIES OF LESSEE; FINANCIAL STATEMENTS

(a) Lessee represents and warrants to Lessor and its Assignees (i) that the execution, delivery and performance of this Master Agreement and the Lease was duly authorized and that upon execution of this Master Agreement and the Lease by Lessee and Lessor, the Master Agreement and the Lease will be in full force and effect and constitute a valid legal and binding obligation of Lessee, and enforceable against Lessee in accordance with their respective terms; (ii) the Equipment is

accurately described in the Lease and all documents of Lessee relating to the Lease; (iii) that Lessee is in good standing in the jurisdiction of its incorporation and in any jurisdiction in which the failure to be in good standing would have a material adverse effect on Lessee or the Equipment; (iv) that no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other government authority or agency is required with respect to the execution, delivery and performance by the Lessee of this Master Agreement or the Lease or, if any such approval, notice, registration or action is required, it has been obtained or done; (v) that the entering into and performance of this Master Agreement and the Lease will not violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's Articles or Certificate of Incorporation or Code of Regulations or Bylaws or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or upon the Equipment pursuant to any instrument to which Lessee is a party or by which it or its property may be bound; (vi) that there are no actions, suits or proceedings pending, or to the knowledge of Lessee, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to Lessee, materially adversely affect its ability to perform its obligations under the Lease or any related agreement to which it is a party; (vii) that aside from the Master Agreement and the Lease there are no additional agreements between Lessee and Lessor relating to the Equipment, and (viii) that any and all financial statements and other information with respect to Lessee supplied to Lessor at the time of execution of the Lease and any amendment, are true and complete in all material aspects. The foregoing representations and warranties shall survive the execution and delivery of the Lease and any amendments hereto and shall upon the written request of Lessor, be made to Lessor's Assignees.

(b) During the term of the Lease, Lessee will furnish Lessor with Lessee's audited annual financial statements. If Lessee is a subsidiary of another company, Lessee will supply such company's financial statements and guarantees as are reasonably acceptable to Lessor. Such financial statements furnished to Lessor by Lessee shall present fairly in all material respects the financial condition and results of operations of Lessee and its consolidated corporations, if any, and any guarantor of Lessee's obligations under any Lease, as of the date of such financial statements, and that since the date of such statements there have been no material adverse changes in the assets, liabilities or condition (financial or otherwise). Lessee shall also provide Lessor with such other statements concerning the Lease and the condition of the Equipment as Lessor may from time to time reasonably request.

(c) Upon Lessor's request, Lessee shall, with respect to each Lease, deliver to Lessor (i) a certificate of a secretarial officer of Lessee certifying the bylaw, resolution (specific or general) or corporate action authorizing the transactions contemplated in the Lease; (ii) an incumbency certificate certifying that the person signing this Master Agreement and the Lease holds the office the person purports to hold and has authority to sign on behalf of Lessee; (iii) an opinion of Lessee's counsel with respect to the representations in Section 16(a); (iv) an agreement with Lessor's Assignee with regard to any assignment as referred to in Section 11; (v) the purchase documents if Lessee has sold or assigned its interest in the Equipment to Lessor; (vi) an insurance certificate evidencing the insurance provided by Lessee pursuant to Section 15; and (vii) an Installation Certificate duly executed by Lessee. Failure by Lessee to deliver any of these documents when due shall operate, at Lessor's option, to continue the Installation Term for the Lease thus delaying the Base Term Commencement Date, or to increase the Base Monthly Rental to recover costs incurred by Lessor consequent to the delay or the termination of the Lease as provided in Section 17.

17. DEFAULT, REMEDIES

(a) The following shall be deemed "Events of Default" under the Lease:

(1) Lessee fails to pay any installment of rent or other charge or amount due under the Lease within ten (10) days after notice that such payment is overdue; or

(2) Except as expressly permitted in the Lease, Lessee attempts to remove, sell, encumber, assign or sublease or fails to insure any of the Equipment, or fails to deliver any documents required of Lessee under the Lease; or

(3) Any representation or warranty made by Lessee or Lessee's guarantor in the Lease or any document supplied in connection with the Lease or any financial statement is misleading or materially inaccurate; or

(4) Lessee fails to observe or perform any of the other obligations required to be observed by Lessee under the Lease within thirty (30) days of Lessee's first knowledge of such failure; or

(5) Lessee or Lessee's guarantor ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting or fails to deny the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator for it or for all or any substantial part of its assets or properties, or if it or its trustee, receiver, liquidator or shareholders shall take any action to effect its dissolution or liquidation, or

(6) If within thirty (30) days after the commencement of any proceedings against Lessee or Lessee's guarantor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any

present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within thirty (30) days after the appointment (with or without Lessee's or Lessee's guarantor's consent) of any trustee, receiver or liquidator of it or all of or any substantial part of its respective assets and properties, such appointment shall not be vacated.

(b) Upon the happening of any Event of Default, Lessor may declare the Lessee to be in default. Lessee authorizes Lessor at any time thereafter to enter any premises owned or controlled by Lessee where the Equipment may be and take possession of the Equipment. Lessee shall, upon such declaration of default, without further demand, immediately pay Lessor an amount which is equal to (i) any unpaid amount due on or before Lessor declared the Lease to be in default, plus (ii) as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Stipulated Loss Value for the Equipment computed as of the date the last Base Monthly Rental payment was due prior to the date Lessor declared the Lease to be in default, together with interest, as provided herein, plus (iii) all attorney and court costs incurred by Lessor relating to the enforcement of its rights under the Lease. After an Event of Default, at the request of Lessor and to the extent requested by Lessor, Lessee shall immediately comply with the provisions of Section 7(d) and Lessor may sell the Equipment at private or public sale, in bulk or in parcels, with or without notice, without having the Equipment present at the place of sale; or Lessor may lease, otherwise dispose of or keep idle all or part of the Equipment, subject, however, to its obligation to mitigate damages. The proceeds of sale, lease or other disposition, if any, of the Equipment shall be applied (1) to all Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of the Equipment including reasonable attorney fees; then (2) to the extent not previously paid by Lessee, to pay Lessor the Stipulated Loss Value for the Equipment and all other sums owed by Lessee under the Lease, including any unpaid rent which accrued to the date Lessor declared the Lease to be in default and indemnities then remaining unpaid under the Lease; then (3) to reimburse to Lessee Stipulated Loss Value previously paid by Lessee as liquidated damages; and (4) any surplus shall be retained by Lessor. Lessee shall pay any deficiency in (1) and (2) immediately. The exercise of any of the foregoing remedies by Lessor shall not constitute a termination of the Lease unless Lessor so notifies Lessee in writing. Lessor may also proceed by appropriate court action, either at law or in equity to enforce performance by Lessee of the applicable covenants of the Lease or to recover damages for the breach of the Lease.

(c) The waiver by Lessor of any breach of any obligation of Lessee shall not be deemed a waiver of any future breach of the same or any other obligation. The subsequent acceptance of rental payments under the Lease by Lessor shall not be deemed a waiver of any such prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under Section 17 shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for the Lease or now or later existing in law (including as appropriate all the rights of a secured party or lessor under the Uniform Commercial Code) or in equity and Lessor's exercise or attempted exercise of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies.

(d) In the event Lessee shall fail to perform any of its obligations under the Lease, then Lessor may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor.

18. LESSOR'S TAX BENEFITS

Lessee acknowledges that Lessor shall be entitled to claim for federal income tax purposes, (i) deductions (hereinafter called "Depreciation Deductions") on Lessor's cost of the Equipment for each of its tax years during the term of the Lease under any method of depreciation or other cost recovery formula permitted by the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), and (ii) interest deductions (hereinafter called "Interest Deductions") as permitted by the Code on the aggregate interest paid to any Assignee. Lessee agrees to take no action inconsistent (including the voluntary substitution of Equipment) with the foregoing or which would result in the loss, disallowance, recapture or unavailability to Lessor of Depreciation Deductions or Interest Deductions. Lessee hereby indemnifies Lessor and its Assignee(s) from and against (a) any loss, disallowance, unavailability or recapture of Depreciation Deductions or Interest Deductions resulting from any action or failure to act of Lessee, including replacement of the Equipment net of applicable tax benefits, plus (b) all interest, penalties, costs, (including attorney fees), or additions to tax resulting from such loss, disallowance, unavailability or recapture.

19. COVENANTS

In the event that Lessee materially defaults on obligation(s) with Lessee's primary bank lender(s), Lessor reserves the right to declare the Lessee to be in default. In addition, the Lessee, and any Guarantor of the Lease, will maintain the following financial standards, of which failure to do so will constitute an Event of Default.

- (i) The Lessee shall as of the end of each fiscal quarter have a Current Ratio of not less than 1.0 to 1.0
- (ii) Guarantor, shall as of the end of each fiscal quarter, maintain a ratio of all liabilities to Tangible Net Worth of not greater than 5.5 to 1.0.
- (iii) Guarantor shall at all times maintain a Tangible Net Worth of not less than \$3,200,000.00
- (iv) The Lessee shall, as of the end of each fiscal quarter, maintain a Debt Service Coverage Ratio of not less than 1.15 to 1.0. This covenant will be measured on a rolling twelve month basis.

As used herein, the following terms shall have the following meanings:

The term "Current Assets" shall have the meaning given to that term under generally accepted accounting principles. The term "Current Liabilities" shall have the meaning given to that term under generally accepted accounting principles. The term "Current Ratio" means the ratio of Current Assets to Current Liabilities. The term "Debt Service Coverage Ratio" means the ratio of: (i) net profit after taxes, plus interest expense, plus depreciation and amortization expenses, to (ii) interest expense plus the principal amount paid or required to be paid on Long-Term Debt during the period being measured.

The term "Long-Term Debt" means debt which has maturity which is more than twelve (12) months from the date of determination. The term "Tangible Net Worth" means the value of all assets (excluding intangible assets including, but not limited to, intellectual property, affiliate receivables and good will) minus all liabilities. Except, as specifically defined above, all other accounting terms shall be defined in accordance with generally accepted accounting principles.

20. GENERAL

(a) This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Ohio (the "State"), including all matters of construction, validity and performance. Lessee agrees to submit to the jurisdiction of the State and/or Federal courts in the State and agrees that any such court shall be an appropriate venue.

(b) The Master Agreement and the Lease constitute the entire and only agreement between Lessee and Lessor with respect to the lease of the Equipment, and the parties have only those rights and have incurred only those obligations as specifically set forth herein. The covenants, conditions, terms and provisions of the Lease may not be waived or modified orally. The Lease may not be amended or discharged except by a subsequent written agreement entered into by duly authorized representatives of Lessor and Lessee.

(c) All notices, consents or requests desired or required to be given under the Lease shall be in writing and shall be delivered in person or sent by certified mail, return, receipt requested, or by courier service to the address of the other party set forth in the introduction of the Master Agreement or to such other address as such party shall have designated by proper notice.

(d) Each Schedule shall be executed in two counterparts, consecutively numbered. To the extent, if any, that a Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in the Schedule may be created through the transfer or possession of any counterpart other than Counterpart No. 1. The Master Agreement, whether signed or in the form of a photocopy, is Exhibit A to the Schedule and is not chattel paper by itself.

(e) Section headings are for convenience only and shall not be construed as part of the Lease.

(f) It is expressly understood that all of the Equipment shall be and remain personal property, notwithstanding the manner in which the same may be attached or affixed to realty, and, upon Lessor's request, Lessee shall secure from its mortgagee, landlord or owner of the premises a waiver in form and substance reasonably satisfactory to Lessor.

(g) Lessor may upon written notice to Lessee advise Lessee that certain Items supplied to Lessee are leased to Lessor and supplied to Lessee under the Lease as a sublease. Lessee agrees to execute and deliver such acknowledgments and assignments in connection with such a Lease as are reasonably required. If, at any time during the term of the Lease, Lessor's right to lease the Equipment expires, Lessor may remove the Equipment from Lessee's premises and shall promptly provide identical substitute Equipment. All expenses of such substitution, including de-installation, installation and transportation expenses, shall be borne by Lessor.

(h) Prior to the delivery of any Item, the obligations of Lessor thereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, failure to deliver any Item, governmental regulations or interferences or any cause whatsoever not within the sole control of Lessor.

(i) Any provision of the Master Agreement or any Schedule prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction shall be ineffective as to such jurisdiction without invalidating the remaining provisions of the Master Agreement and such Schedule in such jurisdiction or invalidating such provision in any other jurisdiction.

(j) As an administrative convenience to Lessor and Lessee, Lessee agrees that Lessor shall have the right, without further act or authorization by Lessee, to insert or complete missing or incomplete terms in any Schedule or other document relating to the Lease, including without limitation serial numbers and dates, and to correct manifest errors in such terms. Lessee shall execute and deliver such documents and instruments as Lessor may reasonably request in order to confirm any such insertion, completion or correction.

21. ENTIRE AGREEMENT

This Lease constitutes the entire and final agreement between Lessor and Lessee and may not be contradicted by evidence of prior, contemporaneous or subsequent oral discussions, negotiations or agreements of the parties. There is no understanding or agreement, oral or written, which is not set forth herein. This Lease may not be amended except by a written instrument signed by Lessor and Lessee. This Lease and any such writing shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

The parties have executed this Master Agreement of Terms and Conditions for Lease as of the date written above.

Lessee: Kasgro Leasing, LLC

Lessor: Maxus Leasing Group, Inc.

By: Jeffrey A. Plot

By: Anthony N. Granata

Print Name: Jeffrey A. Plot

Print Name: Anthony N. Granata

Title: Exec VP / CFO

Title: Vice President



ATTACHMENT A

To Master Agreement No. 1238, dated April 3, 2002, between Maxus Leasing Group, Inc. and Kasgro Leasing, LLC

To calculate Stipulated Loss Value, multiply the applicable percentage, below, by the value of the applicable Item(s) set forth on the Schedule. If no such value is set forth on the Schedule, the value shall be Lessor's original cost of such Item.

Rental Month Number	Stip Loss Percent	Rental Month Number	Stip Loss Percent	Rental Month Number	Stip Loss Percent
1	108.20	21	87.80	41	67.40
2	107.18	22	86.78	42	66.38
3	106.15	23	85.76	43	65.36
4	105.14	24	84.74	44	64.34
5	104.12	25	83.72	45	63.32
6	103.10	26	82.70	46	62.30
7	102.08	27	81.68	47	61.28
8	101.06	28	80.66	48	60.26
9	100.04	29	79.64	49	59.24
10	99.02	30	78.62	50	58.22
11	98.00	31	77.60	51	57.20
12	96.98	32	76.58	52	56.18
13	95.96	33	75.56	53	55.16
14	94.94	34	74.54	54	54.14
15	93.92	35	73.52	55	53.12
16	92.90	36	72.50	56	52.10
17	91.88	37	71.48	57	51.08
18	90.86	38	70.46	58	50.06
19	89.84	39	69.44	59	49.04
20	88.82	40	68.42	60	48.02
				THEREAFTER	<u>48.02</u>

LESSEE: 

LESSOR: 

NON-RECOURSE PURCHASE AND SALE AGREEMENT AND ASSIGNMENT OF LEASE

THIS AGREEMENT is made and entered into as of April 24, 2002 (the "Agreement"), by and between **Maxus Leasing Group, Inc.**, an Ohio corporation, having its principal office at 31300 Bainbridge Road, Solon, Ohio 44139, as Seller and Assignor ("Seller"), and **First Capital Group, Inc.**, having its principal office at 5601 Office Boulevard NE, Suite 200, Albuquerque, New Mexico 87109, as Purchaser and Assignee ("Purchaser") (collectively, the "Parties").

RECITALS:

WHEREAS, Seller has purchased certain equipment (the "Equipment") described on Exhibit "A" hereto, which Equipment is subject to Schedule No. 001 dated April 3, 2002 to Master Lease Agreement No. 1238 dated April 3, 2002 (said Schedule and Master Lease Agreement to the extent it relates to said Schedule shall be referred to hereinafter as the "Lease"), between Seller, as Lessor (the "Lessor"), and Kasgro Leasing, LLC., as Lessee (the "Lessee"). A copy of the Lease is attached hereto as Exhibit "B".

WHEREAS, Purchaser desires to acquire the Equipment and corresponding interest in the Lease and Seller is willing to sell, grant, transfer, assign and deliver the same to Purchaser, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings contained herein, the parties hereto agree as follows:

1. *Sale and Conveyance of Equipment.* Seller does hereby sell, transfer and convey to Purchaser, and Purchaser does hereby purchase from Seller all of Seller's right, title and interest in and to the Equipment as further evidenced by a Bill of Sale in the form attached hereto as Exhibit "C".
2. *Assignment of Lease.* Seller does hereby sell and assign to Purchaser all right, title and interest of seller in and to the Lease including, without limitation, the Lease proceeds attributable thereto and the proceeds of any insurance policies maintained on the Equipment, and Purchaser hereby purchases Seller's interest in the Lease and accepts such assignment of Seller's right, title and interest in the Lease; provided, however, that in no event does Seller assign, or Purchaser accept assignment of, any obligations of Seller other than any obligation of Lessor which is specifically stated in the Lease.
3. *Consideration.*
 - (a) Simultaneously with the last to occur of (i) the execution of this Agreement; (ii) the execution and/or delivery to Purchaser of the documents referred to in paragraph (b) below; and (iii) the receipt by Purchaser directly from Lessee of an estoppel letter agreement among Purchaser, Lessee and Seller, in the form attached hereto as Exhibit "D"; Purchaser shall deliver to Seller, as payment for the Equipment and the Lease, the sum \$3,204,588.45 (the "Purchase Price") by wire transfer of good funds to the account designated by Seller. Beginning with the monthly rental payment due July 1, 2002, provided that the above documentation has been completed to the satisfaction of the Secured Party, the Secured Party will pay Debtor a fee of \$278,695.22. Beginning with the Base Lease Term monthly rental payment due July 1, 2002, through and including any First Renewal Term monthly rental payments, the Secured Party will wire transfer \$4,805.09 to the Debtor upon receipt of each month's rental payment from Lessee. All funds in this section will be sent by electronic funds transfer to the following:

National City Bank, Cleveland, Ohio
ABA # 041 000 124
Account of Maxus Leasing Group, Inc.
Account Number 2856750
Ref: Maxus Lease Schedule 1238-001

- (b) simultaneously with receipt of the Purchase Price, Seller agrees to deliver to Purchaser (i) the Bill of Sale, (ii) certified copy of the manually executed Master Agreement and the manually executed counterpart 1 of 2 of Schedule No. 001 (the other counterpart explicitly indicating that such copy does not constitute chattel paper), and (iii) executed UCC-3 financing statements assigning to Purchaser all UCC-1 financing statements filed in connection with the Lease (if applicable).
4. *Representations, Warranties and Covenants of Seller.* Seller hereby represents and warrants to, and covenants with, Purchaser that:
- (a) Seller is a duly organized and validly existing corporation, is in good standing under the laws of the State of Ohio, and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to be so qualified would have a materially adverse effect on Seller's ability to perform its obligations hereunder.
 - (b) Seller has full power and authority to sell the Equipment to Purchaser, to assign to Purchaser all of Seller's right, title and interest in, to and under the Lease on the terms contained herein, to enter into, execute and deliver this Agreement, the Bill of Sale, and the Lease and all other instruments and documentation executed or to be executed and delivered in connection with this transaction (hereafter referred to collectively as the "Documents"). The Lease has been duly and validly executed and delivered by Seller, is in full force and effect and constitutes the valid and binding obligations of the parties thereto enforceable in accordance with its terms by Purchaser. No default, or condition which with or without the passage of time, the giving of notice or both, would constitute a default, exists under the Lease, either by Seller or, to the best of Seller's knowledge, by the Lessee.
 - (c) The Documents constitute, or when executed and delivered by Seller shall constitute, the valid and binding obligations of Seller, enforceable by Purchaser in accordance with their respective terms.
 - (d) The execution and delivery by Seller of the Documents executed and delivered by it and to be executed and delivered by it and the performance by Seller of its obligations thereunder, including, without limitation, the conveyance of title to the Equipment and the assignment of the Lease and the acceptance by it of the Purchase Price in exchange therefor, have been duly authorized by all necessary action on the part of Seller.
 - (e) Except for the Lease, this Agreement and any other agreements disclosed in writing to Purchaser, copies of which are being provided to Purchaser simultaneously herewith, there are no written agreements between Seller and the Lessee or between Seller and any other party concerning or affecting the Equipment or the Lease, and the Lease constitutes the entire agreement between Seller and the Lessee concerning the Equipment.
 - (f) Seller has good and marketable title to the Equipment and is conveying to Purchaser the same free and clear of all liens and encumbrances, except for the Lease, and Seller is conveying to Purchaser the Lease free and clear of all liens and encumbrances.
 - (g) All sales, use, property or other taxes, licenses, tolls, inspection or other fees, bonds, permits or certificates which are required to be paid or obtained in connection with the acquisition by Seller of the Equipment and the lease of the Equipment to Lessee have been paid in full or obtained.
 - (h) The Lease will not at any time be subject to any claim, offset, counterclaim, setoff or defense by Lessee relating to Seller or arising prior to the date hereof.
 - (i) Seller has not received any notice of, and has no knowledge of, the occurrence of a Casualty (as such term is defined in the Lease) with respect to any item of Equipment.

- (j) Except as specifically described in the Lease or as disclosed in writing to Purchaser, Seller has not received any notice of, and has no knowledge of, any sublease of any item of Equipment or any replacement of any item of Equipment by Lessee pursuant to the terms of the Lease or otherwise.
 - (k) There have been no amendments or modifications to or assignments, assumptions, renewals or extensions of the Lease, except as disclosed in writing to Purchaser.
 - (l) The Lessee has not made any prepayment to Seller of any amounts payable under the Lease.
 - (m) Subject to the rights of the Lessee under the Lease the Lease constitutes a valid reservation of unencumbered title to or a first priority perfected security interest in the Equipment effective against all persons.
 - (n) The Lease conforms to all applicable laws and regulations.
 - (o) No action, suit, or proceeding is pending, or to the best of Seller's knowledge, threatened, before any court, arbitrator, administrative or governmental body relating to this Agreement or the transactions contemplated hereby or to the Lease or the Equipment covered thereby.
 - (p) Neither the execution and delivery by Seller of this Agreement, nor the performance by Seller of its obligations hereunder, nor the sale and assignment by Seller of the Equipment and the Lease provided herein (assuming, for purposes of clauses (i) and (ii) below the truth of the representations and warranties of Purchaser set forth in Section 5 hereof), (i) requires the consent or approval of, the giving of notice to, the registration with or the taking of any other action in respect of, any federal or state governmental authority on the part of the Seller, or (ii) violates any law or regulation binding on Seller, or any order, writ, injunction or decree of any court, administrative agency or other governmental authority binding on Seller, or (iii) contravenes Seller's articles of incorporation or code of regulations.
 - (q) Except for the UCC-1 financing statements filed by Lessor against Lessee, there are no UCC-1 financing statements covering the Equipment or the Lease or any proceeds thereof on file in any jurisdiction.
 - (r) As of July 1, 2002, there are 58 consecutive monthly rentals remaining payable under the Lease, each in the amount of \$37,660.252, followed by one (1) payment of \$1,894,335.00 OR any other End of Lease option provided for under Lease.
 - (s) Assuming that Purchaser is purchasing the Equipment for lease to third parties and not as an end user and that it has a valid resale number, the sale of the Equipment contemplated hereby is not a sale of the Equipment which is subject to taxation by the taxing authorities in the states where the Equipment is located.
5. *Representations, Warranties and Covenants of Purchaser.* Purchaser hereby represents and warrants to, and covenants with, Seller that:
- (a) Purchaser is a duly organized and validly existing corporation in good standing under the laws of the State of New Mexico and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to be so qualified would have a materially adverse effect on Purchaser's ability to perform its obligations hereunder.
 - (b) Purchaser has the power and authority to enter into, execute and deliver the Documents to be executed by it (including without limitation, this Agreement) and to carry out the transactions contemplated hereby and thereby.
 - (c) The execution and delivery by Purchaser of the Documents to be executed and delivered by it and the performance by Purchaser of its obligations thereunder have been duly authorized by all necessary action on the part of the Purchaser.
 - (d) Neither the execution and delivery by Purchaser of the Documents to be executed and delivered by it, nor the performance by Purchaser of its obligations thereunder will violate or conflict with (i) any provision of Purchaser's Certificate of Incorporation or Bylaws or (ii) any law or regulation binding on Purchaser or any order, writ, injunction, or decree of any court, administrative agency or any other governmental authority binding on Purchaser.
 - (e) The Documents, when executed and delivered by Purchaser, shall constitute the valid and binding obligations of Purchaser, enforceable in accordance with their respective terms.

- (f) Purchaser represents that it is purchasing the Equipment for lease to third parties and not as an end user and that it has a valid resale number in the States where the equipment is located.
6. *Disclaimer.* EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN THE BILL OF SALE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE SELECTION, QUALITY OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS SUITABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE OPERATION OR PERFORMANCE OF THE EQUIPMENT OR THE MAINTENANCE THEREOF OR PATENT INFRINGEMENT OR THE LIKE. Notwithstanding anything to the contrary herein, Seller hereby assigns any manufacturer's warranty, express or implied, to the extent permitted, and subject to the prior assignment of any thereof to the Lessee, to Purchaser. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OTHER THAN AS SET OUT IN WRITING HEREINABOVE AND IN THE BILL OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS, STATEMENTS, OR OPINIONS BY ANY AGENT, SERVANT, EMPLOYEE OR CONSULTANT TO OR OF SELLER RELATING TO THE ACCOUNTING, TAX AND LEGAL CHARACTERISTICS OR TREATMENT OF THE TRANSACTIONS DESCRIBED HEREIN. PURCHASER HAS MADE AN INDEPENDENT CREDIT INVESTIGATION AND DECISION, AND ENTERS INTO THIS AGREEMENT WITHOUT RELIANCE ON INFORMATION FROM SELLER, EXCEPT AS PROVIDED HEREIN.
7. *Indemnity.* Each party hereto agrees to indemnify and hold the other party harmless from and against any and all loss, cost, damage, injury or expense (including court costs and reasonable attorneys' fees), which are incurred by reason of the breach of such party of its obligations set forth in this Purchase and Sale Agreement and Assignment of Lease, or of any representation, warranty or covenant contained herein or in any document executed in connection herewith (all of which shall survive the closing and execution and delivery of the Documents).
8. *Rent Allocation; Indemnity; Subsequent Claims.*
- (a) Seller and Purchaser have calculated the Purchase Price based on balances outstanding under the Lease as of April 24, 2002 (the "Closing Date"). Accordingly, all rental and other amounts payable in respect of the Lease on or after the Closing Date shall be the property of Purchaser and all rental amounts payable in respect of the Lease before the Closing Date shall be the property of Seller.
- (b) If Seller shall receive any rentals or other amounts that have become or may become due and payable under the Lease on or subsequent to the Closing Date or with respect to any claim which has arisen or may arise from any act, event or circumstance which occurs on or after the Closing Date ("Subsequent Claims"), Seller agrees to hold such amount in trust for the benefit of Purchaser and promptly to deliver such amount to Purchaser.
- (c) Seller hereby covenants and agrees to indemnify Purchaser for, and save Purchaser harmless from and against, any expenses and liabilities incurred by or asserted against Purchaser but which relate to any period of time prior to the Closing Date, or arising out of any obligation on Seller's part not assumed by Purchaser hereunder.
9. *Notice.* Any notice or other communications hereunder between the parties shall be given in writing by depositing the same in the United States Mail, registered or certified, return receipt requested, postage prepaid, or by delivering the same personally or by overnight courier service, as follows:

Maxus Leasing Group, Inc.
31300 Bainbridge Road
Cleveland, OH 44139
ATTENTION: Christopher A. Di Lillo

First Capital Group, Inc.
5601 Office Boulevard NE
Suite 200
Albuquerque, NM 87109
ATTENTION: Susan Yulo

10. *Incorporation of Exhibits.* All exhibits to this Agreement referred to herein are incorporated herein by reference and made a part hereof as set out in full herein.
11. *Governing Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio.
12. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties. All prior agreements or understandings of the Parties, whether written or oral, with respect to the subject matter hereof, are hereby superseded.
13. *Benefit.* This Agreement shall be binding and shall inure to the benefit of the Parties, their heirs, legal representatives, successors and assigns.
14. *Headings.* The paragraph headings hereof have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.
15. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
16. *Further Action.* The Parties agree to execute and deliver such additional documents and to take such other and further action as may be required to fully carry out the transactions contemplated herein.
17. *Amendments.* No provision of this Agreement may be amended, changed, waived or discharged orally, but only by an instrument in writing specifying the provision intended to be amended, changed, waived or discharged and signed by the party against whom enforcement of such amendment, change, waiver or discharge is sought.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and day hereinabove first written.

PURCHASER:
First Capital Group, Inc.

SELLER:
Maxus Leasing Group, Inc.

By: _____

By: Anthony N. Granata

Name: _____

Name: Anthony N. Granata

Title: _____

Title: Vice President

Date: _____

Date: April 24, 2002

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS THAT: The undersigned, **Maxus Leasing Group, Inc.**, a corporation with a principal place of business at 31300 Bainbridge Road, Solon, Ohio 44139 (herein called the "Seller"), for and in consideration of the sum of \$3,204,588.45 and other good and valuable consideration, receipt of which is hereby acknowledged does hereby grant, sell, assign, transfer, and set over unto **First Capital Group, Inc.** (herein called the "Purchaser"), its successors and assigns, all right, title and interest of Seller in and to the personal property described below (and, if any additional page is annexed hereto as Exhibit A, listed and described in said Exhibit A) together with all parts and accessories attached thereto (all such personal property, parts, and accessories being here collectively called the "Equipment"), TO HAVE AND TO HOLD for its and their own use and benefit forever.

EQUIPMENT DESCRIPTION

Quantity	Description	Serial Number
1	48' 370 Ton 12 Axle Flat Car	KRL370366
1	48' 370 Ton 12 Axle Flat Car	KRL370371
1	70' 112 Ton 4 Axle Flat Car	KRL701225
1	70' 112 Ton 4 Axle Flat Car	KRL701226
1	70' 112 Ton 4 Axle Flat Car	KRL701227
1	70' 235 Ton 12 Axle Flat Car	KRL127003
1	70' 235 Ton 12 Axle Flat Car	KRL127004
1	70' 235 Ton 12 Axle Flat Car	KRL127005

with all replacement parts, additions, repairs, accessions & accessories incorporated therein and/or affixed thereto.

Seller hereby represents and warrants to the Purchaser, its successors and assigns that: (i) the Equipment is new and unused; (ii) Seller has full legal and beneficial title to the Equipment and the good and lawful right to sell the same; and (iii) good and marketable title to the Equipment is hereby duly vested in the Purchaser free and clear of all claims, liens, encumbrances, and rights of others of any nature, except the rights of the lessee under the lease relating to the Equipment. Seller hereby covenants and agrees to defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed and delivered by its duly authorized officer this 24th day of April, 2002.

SELLER:

Maxus Leasing Group, Inc.

By: Anthony N. Granata
Anthony M. Granata
Vice President