

SEP 30 '10 -4 15 PM

**SURFACE TRANSPORTATION BOARD**

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ELIA C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

September 30, 2010

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of September 29, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Board under Recordation Number 20846.

The names and addresses of the parties to the enclosed document are:

**Seller:** Bosque Leasing, L.P.  
6400 Imperial Drive  
Waco, TX 6761

**Buyer:** Maxus Capital Group, LLC  
31300 Bainbridge Road  
Cleveland, OH 44139

Chief  
Section of Administration  
September 30, 2010  
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A description of the railroad equipment covered by the enclosed document is:

39 railcars: KRL 74 - KRL 76, KRL 200 and within the series KRL 25971 – KRL 70985 as more particularly set forth in the attachment to the document

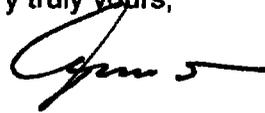
A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

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SURFACE TRANSPORTATION BOARD

**BILL OF SALE**

BOSQUE LEASING, L.P., having its principal office in Waco, Texas, ("Seller"), for value received and pursuant to the terms and conditions of a Settlement Agreement and Mutual Release of Claims (the "Settlement Agreement") dated September 29, 2010 between Seller, Kasgro Leasing, LLC and Kasgro Rail Corp. (collectively, "Kasgro"), does hereby sell, assign and convey to Maxus Capital Group ("Buyer"), its successors and assigns, all right, title and interest of Seller, if any, in, to and under the equipment (collectively "Equipment") described on Exhibit "A" attached hereto.

This Bill of Sale is executed and the Equipment is assigned, sold, conveyed and transferred "AS IS", "WHERE IS", "WITH ALL FAULTS", without recourse, and without representation of or warranty of title, condition, fitness for a particular purpose, merchantability or otherwise, express or implied.

BUYER AGREES THAT, BOSQUE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR TYPE WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ABSENCE OF HAZARDOUS SUBSTANCES OR OTHER CONTAMINANTS, THE CONDITION OF THE PROPERTY AND THE MARKETABILITY OR THE SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE. BUYER FURTHER AGREES THAT THE PROPERTY IS TRANSFERRED TO AND ACCEPTED BY THE BUYER IN ITS THEN PRESENT CONDITION "AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" AND ANY WARRANTIES AND COVENANTS SET FORTH IN ANY STATUTE, LAW OR REGULATION WILL NOT APPLY TO THE CONVEYANCE OF THE PROPERTY. BUYER ACKNOWLEDGES THAT IT HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO ITS SATISFACTION AND THAT THE CONSIDERATION TO BE PAID UNDER THIS AGREEMENT IS IN PART BASED UPON THE FACT THAT ANY CONVEYANCE WILL BE MADE BY SELLER WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. BUYER AGREES THAT KASGRO IS IN POSSESSION OF THE PROPERTY AND THAT SELLER IS NOT REQUIRED TO DELIVER THE PROPERTY TO BUYER.

Buyer hereby assumes and releases Seller from liability for the payment of any and all property taxes, title transfer fees and sale taxes owed related to the conveyance and ownership of the Equipment represented by and to this Bill of Sale from and including the date of conveyance.

EXECUTED THIS 29<sup>TH</sup> day of SEPTEMBER, 2010.

BOSQUE LEASING, L.P., a Texas limited partnership  
By: Bosque Leasing GP Corp., its general partner

By: [Signature], S.V.P.  
Name: LONNIE R. ABRAMMS  
Title: SENIOR VICE PRESIDENT

Maxus Capital Group

By: [Signature]  
Name: Brian de la Housaye  
Title: Managing Director

STATE OF TEXAS  
COUNTY OF MCLENNAN

I CERTIFY that on September 29, 2010, Lennie R. Abrahams personally came before me and this person acknowledged under oath, to my satisfaction that: (a) this person signed, sealed and delivered the attached document as Sr. Vice President of Bosque Leasing GP Corp., general partner for Bosque Leasing, L.P. named in this document; and (b) this document was signed and made by Bosque Leasing, L.P. as its voluntary act and deed by virtue of authority from its Board of Directors.

(NOTARIAL SEAL)

Ginny May O'Brien



NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF Ohio  
COUNTY OF Cuyahoga

I CERTIFY that on September 29, 2010, Brian de la Housaye personally came before me and this person acknowledged under oath, to my satisfaction that: (a) this person signed, sealed and delivered the attached document as Managing Director of Maxus Capital Group, named in this document; and (b) this document was signed and made by Maxus Capital Group as its voluntary act and deed by virtue of authority from its Board of Directors.

(NOTARIAL SEAL)

Anthony N. Granata

NOTARY PUBLIC  
My Commission Expires: 10/1/2012



ANTHONY N. GRANATA  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 10/1/12

**EXHIBIT "A" to Bill of Sale**

<b>ID No.</b>	<b>Rail Car Description</b>	<b>ID No.</b>	<b>AAR Car Type Code</b>
KRL 32970	Kasgro flat car	KRL 32970	F433
KRL 32971	Kasgro flat car	KRL 32971	F433
KRL 70978	70' FM 225 Ton flat car	KRL 70978	F403
KRL 70979	70' FM 225 Ton flat car	KRL 70979	F403
KRL 70980	70' FM 225 Ton flat car	KRL 70980	F403
KRL 70981	70' FM 225 Ton flat car	KRL 70981	F403
KRL 70982	70' FM 225 Ton flat car	KRL 70982	F403
KRL 38180	38' FD 182 Ton flat car	KRL 38180	F433
KRL 38181	38' FD 182 Ton flat car	KRL 38181	F433
KRL 45000	FD 16.8' rail car	KRL 45000	F231
KRL 45001	FD 16.8' rail car	KRL 45001	F231
KRL 45002	FD 16.8' rail car	KRL 45002	F231
KRL 45006	FD 17.1' rail car	KRL 45006	F331
KRL 45008	FD 16.8' rail car	KRL 45008	F131
KRL 42100	FM 42.4' rail car	KRL 42100	F401
KRL 076	Caboose	KRL 076	M930
KRL 26105	125 Ton FD load deck	KRL 26105	F433
KRL 26101	125 Ton FD load deck	KRL 26101	F433
KRL 45828	25' FD rail car	KRL 45828	F433
KRL 075	Caboose	KRL 075	M930
KRL 45826	25' FD rail car	KRL 45826	F433
KRL 45827	25' FD rail car	KRL 45827	F433
KRL 45824	32' FD rail car	KRL 45824	F433
KRL 45825	32' FD rail car	KRL 45825	F433
KRL 200	265 Ton Schnabel car	KRL 200	L090
KRL 074	Caboose	KRL 074	M930
KRL 70983	70' 225 Ton FM flat car	KRL 70983	F403
KRL 70984	70' 225 Ton FM flat car	KRL 70984	F403
KRL 70985	70' 225 Ton FM flat car	KRL 70985	F403
KRL 45830	25' 200 Ton FD rail car	KRL 45830	F433
KRL 45833	25' 200 Ton DF rail car	KRL 45833	F433
KRL 25972	25' 122 Ton DF flat car	KRL 25972	F431
KRL 25971	25' 122 Ton DF flat car	KRL 25971	F431
KRL 45831	25' 200 Ton FD rail car	KRL 45831	F433
KRL 45832	25' 200 Ton FD rail car	KRL 45832	F433
KRL 70953	70' 225 Ton FM flat car	KRL 70953	F403
KRL 70954	70' 225 Ton FM flat car	KRL 70954	F403
KRL 70955	70' 225 Ton FM flat car	KRL 70955	F403
KRL 70956	70' 225 Ton FM flat car	KRL 70956	F403
KRL 70957	70' 225 Ton FM flat car	KRL 70957	F403
KRL 48013	1967 F331 Depress Ctr	KRL 48013	F331
KRL 48015	1967 F331 Depress Ctr	KRL 48015	F331
KRL 863024	1968 F432 Depress Ctr	KRL 863024	F432
KRL 863025	1968 F432 Depress Ctr	KRL 863025	F432

ID No.	Rail Car Description	ID No.	AAR Car Type Code
KRL 500515	1957 F433 Depress Ctr	KRL 500515	F433
KRL 500518	1957 F433 Depress Ctr	KRL 500518	F433
KRL 48017	1968 F433 Depressed Ctr	KRL 48017	F433
KRL 48029	1968 F433 Depressed Ctr	KRL 48029	F433
KRL 50012	1977 F433 Depressed Ctr	KRL 50012	F433
KRL 50013	1977 F433 Depressed Ctr	KRL 50013	F433
KRL 500805	1983 Plain/Spec HD Flat	KRL 500805	F401
KRL 500606	1983 Plain/Spec HD Flat	KRL 500606	F401
KRL 500400	1976 Plain/Spec HD Flat	KRL 500400	F461
KRL 500401	1976 Plain/Spec HD Flat	KRL 500401	F461
KRL 50010	1977 Plain/Spec HD Flat	KRL 50010	F403
KRL 70908	70' 230 Ton 8 Axle FM	KRL 70908	F403
KRL 370392	48' 370 Ton 12 Axle FM	KRL 370392	F401
KRL 370393	48' 370 Ton 12 Axle FM	KRL 370393	F401
KRL 370394	48' 370 Ton 12 Axle FM	KRL 370394	F401
KRL 370395	48' 370 Ton 12 Axle FM	KRL 370395	F401
KRL 370396	48' 370 Ton 12 Axle FM	KRL 370396	F401
KRL 370397	48' 370 Ton 12 Axle FM	KRL 370397	F401

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

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

9/30/10



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Robert W. Alvord