

RECORDATION NO. 24483 FILED

SEP 30 '10 -8 00 AM

**SURFACE TRANSPORTATION BOARD**

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ELIAS 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 Master Agreement No. 1238, dated as of September 10, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

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

Lessee: Kasgro Leasing, LLC  
320 East Cherry Street  
New Castle, PA 16102

Section Chief  
September 30, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

Railcars KRL 74 - KRL 76 and within the series KRL 200 - KRL 70985 and  
KRL 370392 - KRL 863025 as more particularly set forth in the equipment  
schedule attached to the document.

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

Master Agreement No. 1238

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,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

# MAXUS

CAPITAL GROUP

RECORDATION NO. 29483 FILED

SEP 30 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

## Master Agreement No. 1238

**MASTER AGREEMENT OF TERMS AND CONDITIONS FOR LEASE ("Master Agreement")** made as of September 10, 2010 between Maxus Capital Group, LLC, a Delaware limited liability company, having its chief executive offices at 31300 Bainbridge Road, Cleveland, Ohio 44139 ("Lessor") and Kasgro Leasing, LLC, a Pennsylvania limited liability company, 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. In the event the Equipment is already installed at the Equipment Location of Lessee, there shall be no Delivery Term and 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, any Renewal Term or any extension, each an End of 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 End of Term. If the Lease is not so terminated at the End of Term, the End of Term shall be automatically extended for successive six (6) month periods until such six (6) month notice is given. The Base Monthly Rental or renewal rental, if any, 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 subsequent month during the Base Term of the Lease the Base Monthly Rental, per month, and (ii) on the Installation Date (and monthly thereafter until the Base Term Commencement Date occurs) an amount equal to 1/30<sup>th</sup> of the Base Monthly Rental for each Item times the number of days which will elapse from the earlier of any payment made by Lessor or the Installation Date of such Item to the first day of the following month. 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 Lessor determines in its reasonable judgment that the Lease will not commence for any reason, then Lessee will, within ten (10) days after request by Lessor, repay to Lessor the amount of each such progress payment and all Installation Term rent shall be retained by Lessor.

(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 2% 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, and 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, deferment, 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 that either (a) 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(p)) thereof for lease to Lessee or (b) 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 will at all times keep the Equipment in its sole possession and control. 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. 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 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(s) in the Equipment, this Master Agreement and any Schedule.

(d) Lessee shall, at the termination of the Lease, at its expense, de-install, pack and return all, but not less than all, the Equipment to Lessor at such location within the continental United States as shall 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 Equipment or a maintenance contractor approved by Lessor (the "Maintenance Organization") 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 or a Maintenance Organization 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 in its required condition.

#### 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 or a Maintenance Organization covering at least prime shift 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). 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 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 and the Lease. Lessee authorizes Lessor and its Assignee(s) to file Uniform Commercial Code financing statements without Lessee's signature to evidence the interest of Lessor and its Assignee(s) in the Equipment and 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"). In the event that a Lease (meaning, for purposes of clarification, a Schedule that incorporates the terms of this Master Agreement) is deemed to be a "lease intended for security" or is otherwise deemed to be a secured loan and/or not a "finance lease" or "true lease", then Lessee shall be deemed to have granted Lessor a first priority security interest in the Equipment related to such Lease to secure all of Lessee's obligations to Lessor under such Lease and such security interest shall be perfected by the Uniform Commercial Code financing statement(s) the filings of which are authorized above.

(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 EXCEPT FOR EXISTING LIENS OF RECORD IN FAVOR OF LESSEE'S LENDER WHICH HAVE BEEN SUBORDINATED TO 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 WITHOUT THE PRIOR

WRITTEN CONSENT OF LESSOR. 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. Lessee grants to Lessor the right of first refusal on any sublease or other grant of Lessee's rights to the Equipment.

#### 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 THE SUPPLIER, 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 AND WHETHER OR NOT FORESEEABLE.

(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 BY LESSOR

(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. Lessee warrants that it will not enter into negotiations for future lease or financing transactions with Lessor's Assignee without prior written consent of Lessor.

#### 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 reasonable 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 Lease, 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) or any misrepresentation by Lessee in the Lease or any related document. Lessor's and its Assignees' 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 sixty (60) days of such loss or damage, unless the manufacturer of the Equipment or a Maintenance Organization determines that such item has been irreparably damaged, in which case Lessee shall, within ten (10) days of 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 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. 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 as of which 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 of 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 that (i) the execution, delivery and performance of this Master Agreement and the Lease were 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) Lessee is in good standing in the jurisdiction of its incorporation and in any jurisdiction in which any of the Equipment is located, (iv) 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) 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) 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) aside from the Master Agreement and the Lease there are no additional agreements between Lessee and Lessor relating to the Equipment; (viii) 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; and (ix) this Lease is a commercial lease, and none of the Equipment is intended or will be used for consumer purposes. The foregoing representations and warranties shall survive the execution and delivery of the Lease and any amendments hereto and shall inure to the benefit of Lessor and its Assignees.

(b) During the term of the Lease Lessee will provide Lessor with (i) the annual audited financial statements of the Lessee within 120 days after the close of Lessee's fiscal year and (ii) the quarterly financial statements of Lessee within 60 days after the close of the first three fiscal quarters. If Lessee is a subsidiary of another company or if there are guarantors under the Lease, Lessee will supply such companies' financial statements in the manner described above and any guarantees as are reasonably acceptable to Lessor. Lessor's obligation to perform under any Lease is subject to the condition that the financial statements furnished to Lessor by Lessee fairly present the financial condition and results of operations of Lessee and its affiliated companies, if any, and any guarantors 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) which in Lessor's or Assignee's sole discretion are deemed to be materially adverse. If at any time during the term of the Lease there is a change in the landlord or if there is a replacement of the lender or secured party under any material credit agreement from which Lessor has received a subordination or lien waiver, then Lessee will notify Lessor of such changes fifteen (15) days prior to such changes coming into effect and will provide to Lessor new subordination or waiver agreements from such parties. Lessee shall also provide Lessor with such other statements concerning the financial position of the Lessee and any guarantors, the Lease, and the condition of the Equipment as Lessor may from time to time 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, the Lease or any related document 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 clauses (i) through (vi) of 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 16, 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, to increase the Base Monthly Rental to recover costs incurred by Lessor consequent to the delay, or to terminate 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 written 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, transfers 51% or greater voting control to another entity or person without the prior written consent of Lessor; 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, readjustment, liquidation, dissolution or similar arrangement under any present or future statute,

law or regulation or files an answer admitting or failing to deny the material allegations of a petition filed against it in any such proceeding; remains in default under any material credit agreement for a period of ten (10) days, effects or permits a material change in ownership, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator for it or of 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 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 the extent permitted by applicable law, to enter any premises 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 reasonable attorney and court costs incurred by Lessor or its Assignee relating to the enforcement of its rights under the Lease. In addition, at the discretion of Lessor, Lessor may increase the amount of the remaining unpaid Base Monthly Rental payments, using a discount rate equal to the lesser of an apparent annual interest rate equal to 2% per month or the maximum rate of interest allowed by law calculated against the amount due above. 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 conducted in accordance with applicable law, 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 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 reasonable 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 Code and (ii) interest deductions ("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 only to the extent resulting from any action or failure to act of Lessee, including replacement of the Equipment, plus (b) all interest, penalties, costs, (including reasonable attorney fees), or additions to tax resulting from such loss, disallowance, unavailability or recapture.

#### 19. SECURITY DEPOSITS

For the purpose of securing all of Lessee's obligations under the Master Agreement and each Schedule, Lessee grants to Lessor a security interest in any security deposit described in any Schedule. Any such security deposit may be commingled with other funds and shall be held without interest to Lessee. Upon an Event of Default by Lessee

under the Master Agreement or any Schedule, Lessor may, but shall not be obligated to, apply any such security deposit to any obligation of Lessee under the Master Agreement or any Schedule, in which event Lessee shall promptly restore the amount thereof on demand. Upon compliance by Lessee with all terms of the Master Agreement and each Schedule, Lessor shall, at the end of the term of each Schedule and the proper return to Lessor of the Equipment, return to Lessee the balance of any such security deposit relating to such Schedule.

#### 20. GENERAL

(a) THIS LEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL 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. LESSOR AND LESSEE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS LEASE OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LESSOR AND LESSEE.

(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 UCC) 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) The obligations of Lessor under the Lease 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 or the public enemy, fires, storms, accidents, failure of the Supplier 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; provided that such changes do not materially alter the intent of both parties. Lessee shall execute and deliver such documents and instruments as Lessor may reasonably request in order to confirm any such insertion, completion or correction.

(k) This Lease and each writing executed and delivered by the parties in connection herewith shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

(l) In any instance in which Lessor's consent is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed.

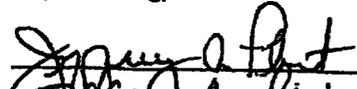
The parties have executed this Master Agreement of Terms and Conditions for Lease as of the date written above.

Lessee: Kasgro Leasing, LLC

By

Print Name:

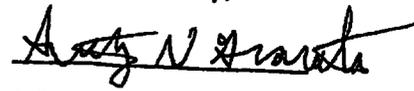
Title:

  
\_\_\_\_\_  
Jeffrey A. Piot  
Exec Vice President

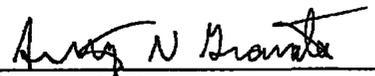
Lessor:

Maxus Capital Group, LLC

By:

  
\_\_\_\_\_  
Anthony N. Granata  
Vice President

I certify that I hold the title set forth above, that this instrument was signed on behalf of the Lessor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

By:   
\_\_\_\_\_  
Anthony N. Granata  
Vice President

# MAXUS

CAPITAL GROUP

## ATTACHMENT A

To Maxus Lease No 1238, dated September 10, 2010, between Maxus Capital Group, LLC and Kasgro Leasing, LLC

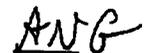
To calculate Stipulated Loss Value, multiply the applicable percentage, below, by the value of the applicable Item(s) set forth on the Schedule. If no such value is set forth on the Schedule, the value shall be Lessor's original cost of such Item. Percentage figures represent the percentage after the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

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	48.02

LESSEE.



LESSOR.



# MAXUS

CAPITAL GROUP

Schedule No. 002, dated September 10, 2010

Incorporating by reference Master Agreement No 1238 dated September 10, 2010 between Maxus Capital Group, LLC, as Lessor, and Kaagro Leasing, LLC, as Lessee (this "Schedule").

**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:

Description

62 Railcars per the attached Exhibit B Equipment List attached hereto and made a part hereof, with all replacement parts, additions, repairs, accessions & accessories incorporated therein and/or affixed thereto.

1. Base monthly Rental:

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

3. Equipment Return Location: To be determined by Lessor

4. Expected Delivery Date: Unless and until Lessee has executed an Installation Certificate, Lessor may establish the actual delivery date by reference to the shipping records of the Supplier or the shipper or by other reliable means.

5. Base Term: 38 months

6. Lessee Address for Notices (if different from Master Agreement):

7. Value of Calculation for Stip Loss Value:

8. Special Terms:

I.) Prior to Acceptance: Prior to the execution of an Installation Certificate including during a period of progress payments, Lessor will cease funding the purchase of Equipment if (a) Lessee does not execute an Installation Certificate prior to October 1, 2010; or (b) Lessor determines in its sole discretion that a material adverse change has occurred in Lessee's financial condition, after which determination Lessee will immediately repay all amounts advanced by Lessor plus interest and charges due.

II.) 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 an Event of Default has occurred and is continuing, Lessee shall have the option at the end of the Base Term or any extension thereof, 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 of one dollar (\$1.00). 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. Lessee warrants that it will not enter into negotiations for future lease or financing transactions with Lessor's Assignee without prior written consent of Lessor.

iii.) Financial Covenants: The Lease shall be cross-defaulted with the Lessee's financial covenants as contained within their Senior Credit Facility, which maintains the following covenants at lease commencement.

Covenant	Requirement
Cash Flow to Fixed Charges Ratio	A minimum of 1.2x - Kasgro Rail Corp. and Kasgro Leasing, Inc. agrees that it shall maintain a fixed charge coverage ratio of not less than 1.10 to 1.0 as of the last day of each fiscal year, beginning with the fiscal year ending 12/31/09. "Fixed Charge Coverage Ratio" shall mean the ratio of Cash Flow to Fixed Charges where (i) "Cash Flow" is the sum of net earnings, plus depreciation, plus interest expense and operating lease expense, minus member distributions by Leasing and/or shareholder distributions and dividends by Rail, and (ii) "Fixed Charges" is the sum of the current shareholder portion of all long term debt, plus interest expense, plus operating lease expense, and plus non-financed capital expenditures. Such covenants shall be tested using the combined audited financial statement of Kasgro Rail Corp. and Kasgro Leasing, Inc.
Operating Leverage	Less than 2.5x.
Such other covenants as may be determined by Lessee's lender.	

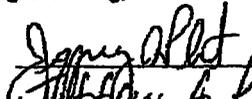
Lessee acknowledges and agrees that notwithstanding any provision in this Schedule to the contrary, Lessor is the owner of the Equipment described in this Schedule. This Schedule is a lease intended as security and Lessee grants to Lessor a first priority perfected security interest in the Equipment to secure all of Lessee's obligations to Lessor under this Schedule.

**THIS SCHEDULE TOGETHER WITH EXHIBIT A AND ANY ADDITIONAL PROVISION(S) REFERRED TO IN ITEM 8 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.**

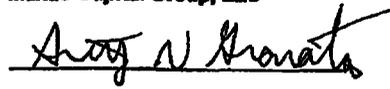
Lessee: Kasgro Leasing, LLC

Lessor: Maxus Capital Group, LLC

By:

  
 Edgelyn P. Pyle  
 Vice President

By:

  
 Anthony N. Granata  
 Vice President

**This is Counterpart No. \_\_\_ of 2 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.**

I certify that I hold the title set forth above, that this instrument was signed on behalf of the Lessor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

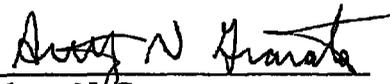
By:   
 Anthony N. Granata  
 Vice President

Exhibit B Equipment List to Maxus Lease 1238-002 between Kasgro Leasing, LLC as Lessee, and  
Maxus Capital Group, LLC as Lessor

Car # (KRL plus number)	Designation	Axles	Description	Year Built
74	NE	4	Caboose	1974
75	NE	4	Caboose	1975
76	NE	4	Caboose	1975
25971	FD	4	Heavy Duty 25' depressed deck flat, max load 122 ton	1999
25972	FD	4	Heavy Duty 25' depressed deck flat, max load 122 ton	1999
32970	FD	8	Heavy Duty 32' depressed deck flat, max load 180 ton	1997
32971	FD	8	Heavy Duty 32' depressed deck flat, max load 180 ton	1997
38180	FD	8	Heavy Duty 38' depressed deck flat, max load 182 ton	1999
38181	FD	8	Heavy Duty 38' depressed deck flat, max load 182 ton	1999
42100	FM	8	Heavy Duty 42' flatdeck, max load 165 ton	1987
45824	FD	8	Heavy Duty 32' depressed deck flat, max load 180 ton	1977
45825	FD	8	Heavy Duty 32' depressed deck flat, max load 180 ton	1978
45826	FD	8	Heavy Duty 25' depressed deck flat, max load 235 ton	1974
45827	FD	8	Heavy Duty 25' depressed deck flat, max load 235 ton	1974
45828	FD	8	Heavy Duty 25' depressed deck flat, max load 235 ton	1980
45830	FD	8	Heavy Duty 25' depressed deck flat, max load 200 ton	1961
45831	FD	8	Heavy Duty 25' depressed deck flat, max load 164 ton	1965
45832	FD	8	Heavy Duty 25' depressed deck flat, max load 164 ton	1965
48013	FD	4	Heavy Duty 16' depressed deck flat, max load 90 ton	1967
48015	FD	4	Heavy Duty 16' depressed deck flat, max load 90 ton	1967
48017	FD	8	Heavy Duty 25' depressed deck flat, max load 200 ton	1968
48029	FD	8	Heavy Duty 25' depressed deck flat, max load 200 ton	1968
50012	FD	8	Heavy Duty 32' depressed deck flat, max load 190 ton	1977
50013	FD	8	Heavy Duty 32' depressed deck flat, max load 190 ton	1977
70908	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	2000
70953	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70954	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70955	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70956	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70957	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70978	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1998
70979	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1998
70980	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70981	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70982	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70983	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70984	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
70985	FM	8	Heavy Duty 70' flatdeck, max load 230 ton	1999
370392	FM	12	Heavy Duty 48' straight flatdeck, max load 370 ton	2000
370393	FM	12	Heavy Duty 48' straight flatdeck, max load 370 ton	2000
370394	FM	12	Heavy Duty 48' straight flatdeck, max load 370 ton	2000
370395	FM	12	Heavy Duty 48' straight flatdeck, max load 370 ton	2000
370396	FM	12	Heavy Duty 48' straight flatdeck, max load 370 ton	2001
370397	FM	12	Heavy Duty 48' straight flatdeck, max load 370 ton	2001
500400	Well	4	Heavy Duty 30' wellcar, max load 115 ton	1976
500401	Well	4	Heavy Duty 30' wellcar, max load 115 ton	1976
500605	FM	8	Heavy Duty 44' straight flatdeck, max load 200 ton	1983
500606	FM	8	Heavy Duty 44' straight flatdeck, max load 200 ton	1983

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

Exhibit B Equipment List to Maxus Lease 1238-002 between Kasgro Leasing, LLC as Lessee, and  
Maxus Capital Group, LLC as Lessor

Car # (KRL plus number)	Designation	Axles	Description	Year Built
<b>Additional Cars - Temporarily Held</b>				
200	SCHN		Heavy Duty	1957
26101	FD	6	Heavy Duty - 26', 125 ton	1958
26105	FD	6	Heavy Duty - 26', 125 ton	1958
45000	FD	4	General - 17', 70 ton	1956
45001	FD	4	General - 17', 70 ton	1956
45002	FD	4	General - 17', 70 ton	1956
45006	FD	4	General - 17', 90 ton	1956
45008	FD	4	General - 17', 70 ton	1956
45833	FD	8	Heavy Duty - 25', 200 ton	1959
50010	FM	12	Heavy Duty - 45', 300 ton	1977
500515	FD	6	Heavy Duty - 26', 136 ton	1957
500518	FD	6	Heavy Duty - 26', 136 ton	1957
863024	FD	6	Heavy Duty - 21', 135 ton	1968
863025	FD	6	Heavy Duty - 21', 135 ton	1968

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

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



\_\_\_\_\_  
Robert W. Alvord