

SEP 15 '11 -5 10 PM

SURFACE TRANSPORTATION BOARD



September 14, 2011

VIA HAND

Cynthia Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

RE: Document for Recordation

Dear Ms. Brown:

Enclosed are one original and one copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Security Agreement (Chattel Mortgage and Assignment of Lease), a primary document, dated September 1, 2011.

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

Debtor: Mazuma Capital Corp
13997 South Minuteman Drive
Suite 200
Draper, Utah 84020

Secured Party: Transportation Alliance Banking Inc.
4185 Harrison Blvd.
Suite 200
Ogden, Utah 84403

A description of the equipment covered by the document is as follows: 33 refurbished Anderson rail cars bearing the car mark and numbers ASPX 116 through 119 (inclusive), ASPX 122-128 (inclusive) and ASPX 133-154 (inclusive). The subject rail cars were

formerly designated as MWCX 100085 through 100090 (inclusive), MWCX 100092 through 100097 (inclusive), MWCX 100099 through 100107 (inclusive), MWCX 100109 through MWCX 100113 (inclusive), MWCX 100458 through MWCX 100460 (inclusive), MWCX 100462 through MWCX 100464 (inclusive) and MWCX 100466. The subject rail cars are more particularly described on Schedule A to the Security Agreement (Chattel Mortgage and Assignment of Lease), which is attached hereto.

A fee of \$41.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Transportation Alliance Bank Inc.
Attn: Robert Payne, Sr. Corporate Counsel
4185 Harrison Blvd., Suite 200
Ogden, Utah 84403

A short summary of the document to appear in the index follows: The document is a Security Agreement (Chattel Mortgage and Assignment of Lease), dated September 1, 2011, by and between Mazuma Capital Corp (Debtor), at 13997 South Minuteman Drive, Suite 200, Draper, UT 84020 and Transportation Alliance Bank Inc. (Secured Party), at 4185 Harrison Blvd, Suite 200, Ogden, UT 84403. The Security Agreement (Chattel Mortgage and Assignment of Lease) covers 33 refurbished Gunderson rail cars bearing the car mark and numbers ASPX 116 through 119 (inclusive), ASPX 122-128 (inclusive) and ASPX 133-154 (inclusive). The subject rail cars were formerly designated as MWCX 100085 through 100090 (inclusive), MWCX 100092 through 100097 (inclusive), MWCX 100099 through 100107 (inclusive), MWCX 100109 through MWCX 100113 (inclusive), MWCX 100458 through MWCX 100460 (inclusive), MWCX 100462 through MWCX 100464 (inclusive) and MWCX 100466. The subject rail cars are more particularly described on Schedule A to the Security Agreement (Chattel Mortgage and Assignment



of Lease), attached hereto.

Sincerely,

A handwritten signature in cursive script that reads "Gary Harding". The signature is written in black ink and is positioned above a horizontal line.

Gary Harding
Chief Credit Officer

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SECURITY AGREEMENT
(CHATTEL MORTGAGE AND ASSIGNMENT OF LEASE) **SURFACE TRANSPORTATION BOARD**

THIS SECURITY AGREEMENT, dated as of September 1, 2011, is entered into by and between **MAZUMA CAPITAL CORP**, a Utah corporation ("Borrower"), and **TRANSPORTATION ALLIANCE BANK INC.**, with its principal place of business at 4185 Harrison Blvd., Suite 200, Ogden, UT 84403 ("Lender"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

(1) As security for the prompt and satisfactory performance of all obligations of the Borrower to the Lender, hereunder and under a promissory note (the "Note") in the original principal amount of \$738,493.04, of even date hereof and payable by the Borrower to the Lender (the "Indebtedness"), the Borrower hereby transfers, sets over and assigns unto the Lender, and grants to the Lender a security interest in all the Borrower's right, title and interest in and to property (the "Collateral") consisting of (i) the property ("Property") described in the Exhibit A attached hereto and all replacements thereof and modifications and accessions thereto, (ii) the Lease Agreement(s) ("Lease") referred to in the Exhibit A attached hereto between the Borrower as Lessor, and the party named therein as Lessee ("Lessee"), (iii) the rental payments under the Lease which correspond to the principal and interest payments specified in the Note, and other amounts payable hereunder in connection with the Lease by Lessee to the Borrower ("Lease Payments"), and (iv) all proceeds of any of the foregoing and of the insurance referred to in paragraph (4) hereof.

(2) The Borrower represents, warrants and agrees that (i) it has good title to or a first lien and priority security interest in the Property (except for software subject to a license agreement), the Lease and Lease Payments, free of all liens, claims and encumbrances except for the possessory rights of the Lessee to the Property under the Lease and any liens inferior and subordinate to the Lender's interest, (ii) it has the power and authority to, and does hereby, grant, assign and convey to the Lender a valid first lien and priority security interest in the Property (except for software subject to a license agreement), Lease and Lease Payments as security for the Indebtedness, (iii) the Note, this Agreement and the Lease are valid and binding agreements of Borrower and are enforceable against Borrower in accordance with their respective terms, (iv) there are no setoffs, counterclaims or defenses on the part of the Lessee with respect to the obligation of the Lessee to make Lease Payments, (v) the Property has been delivered to and accepted by the Lessee and Lessee has agreed to keep the Property at the Lessee's address as set forth on the Exhibit A attached hereto unless the Lender otherwise consents in writing prior to any change, (vi) it has delivered to the Lender a fully executed copy of the Schedule and a certified copy of the Master Lease, together with any and all amendments thereto, which Schedule is, and will be, the only copy marked "Original", (vii) it will not sell, transfer, lease (otherwise than pursuant to the Lease described herein), or assign its rights to the Lease or other Collateral, or grant a security interest in or lien upon any thereof, to any person other than the Lender, and it will deliver to the Lender a release or subordination of any security interest heretofore granted in the Collateral to any other person, (viii) it will from time to time execute such financing statements, in connection herewith, as the Lender may reasonably request, (ix) it will not amend, modify, cancel or terminate any provision of the Lease without the prior written consent of the Lender, and (x) the Lessee has not previously been, or currently is, in default under the Lease.

(3) This Agreement shall not relieve the Borrower from or cause the Lender to be liable for the obligations of the Borrower under the Lease. The Borrower also shall use its reasonable efforts and take reasonable action as requested by the Lender from time to time, to cause the Lessee to perform Lessee's obligations under the Lease. All assigned Lease Payments due after the date hereof are to be made by the Lessee directly to the Lender, and the Borrower agrees to direct the Lessee to make such payments directly to the Lender. Upon any breach of this Agreement or the Lease, Lender may exercise, at any time and from time to time, such rights, powers and remedies of the Lessor under the Lease as the Lender may, in its reasonable discretion, deem to be appropriate, under the circumstances.

(4) The parties acknowledge that the Lease requires that risk of loss of, damage to or destruction of the Property shall be borne by the Lessee and the Lessee is required to insure the Property against such risks to be borne by it in each case in an amount not less than the aggregate amount of the Lease Payments due from and after the date on which such risk might occur, with such companies and under such policies and in such form as provided for in the Lease. All policies for such insurance are required to contain loss payable clauses in favor of the Borrower and the Lender as their respective interest may appear, and are not subject to termination or cancellation without fifteen days prior written notice to the Lender. The insurance certificates or other reasonable evidence thereof shall be delivered to the Lender as the Lender may request from time to time. The Borrower hereby assigns and sets over unto the Lender all monies which may become payable on account of any such insurance and directs the insurers to pay the Lender any amounts so due.

(5) If (i) the Borrower defaults in the payment of any principal or interest payable under the Note for more than ten days after the Lender has given written notice of such default to the Borrower, (ii) the Borrower defaults in the payment or performance of any other obligation of the Borrower hereunder or under the Note for more than fifteen days after the Lender has given notice of such default to the Borrower, (iii) any representation or warranty made herein by the Borrower is reasonably considered by the Lender to be false or misleading in any material respect and is not cured within fifteen days after the Lender has given notice to the Borrower thereof, (iv) the Borrower becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver for it or any of its property, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, shall be instituted by or against the Borrower, and if instituted against it shall be consented to or acquiesced in by it or shall not be dismissed within a period of sixty days, (v) an Event of Default (as described in the Lease) occurs under the Lease, or (vi) the Borrower sells or transfers to any third party any of the Collateral, without the prior written consent of the Lender, then if any event described in the above clauses (i) through (vi) shall be continuing, the Lender may at its option declare the Note to be due and payable, whereupon the unpaid principal of and accrued interest on the Note shall become immediately due and payable and the Lender may exercise all rights and remedies available to it under applicable law. The Lender shall be entitled to obtain reimbursement for all reasonable costs, attorneys' fees and legal expenses incurred by it in repairing the Property, in collecting the Indebtedness and otherwise exercising such rights and remedies under this Agreement and the Note, which shall be considered additional Indebtedness hereunder. The Lender agrees to pay forthwith to the Borrower any surplus remaining from the Collateral after payment of all Indebtedness.

(6) Notwithstanding any other provision of this Agreement, the Lender agrees that (i) its security interest and rights hereunder are subject to the rights of the Lessee under the Lease, and (ii) the Borrower has and shall have no personal liability or obligation with respect to payment of the Indebtedness, which is payable solely from proceeds received by the Lender from the Lender's right, title and interest in and to the Collateral, except that the Borrower shall have personal liability for any loss of the Lender arising directly out of or resulting directly from any breach by Borrower of its representations and warranties herein (exclusive of Borrower's breach of its obligation to pay the Indebtedness under the Note and this Agreement or Lessee's breach of a term or condition of the Lease) in which case the payment thereof shall not be limited to the proceeds from the Collateral.

(7) The Agreement and the Note shall be contracts made under, governed by and construed in all respects in accordance with the laws of the State of Utah. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any notice required or given hereunder shall be deemed properly given two business days after mailed, postage prepaid, addressed to the designated recipient at its address set forth herein or such other address as such party may advise the other party by notice given in accordance with this provision.

(8) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Borrower and the Lender.

IN WITNESS WHEREOF, the Borrower and the Lender have duly executed and delivered this Agreement as of the day and year first written above.

BORROWER:

MAZUMA CAPITAL CORP

BY: *[Signature]*
Douglas W. Petty
TITLE: Executive Vice President and Chief Credit Officer

ADDRESS: 13997 South Minuteman Drive
Suite 200
Draper, UT 84020



Acknowledgement

State of Utah)
 ss
County of Salt Lake)

On this 6th day of September, 2011 before me personally appeared Douglas W. Petty, to me personally known, who being by me duly sworn, says that he is the Executive Vice President and Chief Credit Officer of Mazuma Capital Corp, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

Justin Jones
Signature of Notary Public

My Commission expires 4-4-2015



EXHIBIT A

1 Property: 33 Refurbished Gunderson Railcars as more fully described on the attached Schedule A.

2 The above Property is leased by **MAZUMA CAPITAL CORP** as Lessor, under Master Lease Agreement No. MCC.1229 dated August 23, 2011 and Lease Schedule No. 13-01 dated August 23, 2011 thereto, to the Lessee named below.

Lessee: American Steel Processing Co.

Address: 419 South Main Street
Greensburg, PA 15601

3. Location of Property: Headquartered and/or located at 419 South Main Street, Greensburg, PA 15601.

LENDER:

TRANSPORTATION ALLIANCE BANK INC.

BY: [Signature]

TITLE V.P.

ADDRESS: 4185 Harrison Blvd., Suite 200
Ogden, UT 84403

Acknowledgement

State of Utah)
 ss
County of Weber)

On this 9th day of September, 2011 before me personally appeared Stephen S. Parker to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Transportation Alliance Bank Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature: Erin Smith]
Signature of Notary Public

My Commission expires: 10/05/2011



The notary public has compared the foregoing copy of the Security Agreement (Chattel Mortgage and Assignment of Lease), by and between Mazuma Capital Corp and Transportation Alliance Bank Inc., dated September 1, 2011, to the original of such document, and has found the copy to be complete and identical in all respects to the original document.

[Signature: Kristin Jones]
Signature of Notary Public

My Commission expires: 4/4/2015



SCHEDULE A

American Steel Processing Co.
 Master Lease No.: MC C1229
 Lease Schedule No: 13-01

Equipment is headquartered and/or located at: 419 South Main Street, Greensburg, PA 15601

| Old Car Number | New Car Number | Car Mfg. | Date Built | Extended Life | Exterior Length | Exterior Height | Exterior Width | Interior Height | Interior Length | Interior Width | Cubic Capacity | Ton | End Door Size | Load Limit | Tare Weight | Unit Price |
|----------------|----------------|-----------|------------|---------------|-----------------|-----------------|----------------|-----------------|-----------------|----------------|----------------|-----|-------------------|------------|-------------|-------------|
| MWC X100085 | ASPX 116 | Gunderson | April-67 | May-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65300 | \$22,500.00 |
| MWC X100086 | ASPX 137 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196700 | 60300 | \$22,500.00 |
| MWC X100087 | ASPX 122 | Gunderson | March-67 | September-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 63700 | \$22,500.00 |
| MWC X100088 | ASPX 133 | Gunderson | March-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197000 | 64000 | \$22,500.00 |
| MWC X100089 | ASPX 117 | Gunderson | March-67 | May-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196900 | 66100 | \$22,500.00 |
| MWC X100090 | ASPX 123 | Gunderson | March-67 | July-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 198000 | 65000 | \$22,500.00 |
| MWC X100092 | ASPX 138 | Gunderson | March-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197600 | 65400 | \$22,500.00 |
| MWC X100093 | ASPX 124 | Gunderson | March-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196800 | 66200 | \$22,500.00 |
| MWC X100094 | ASPX 118 | Gunderson | March-67 | May-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 195100 | 67000 | \$22,500.00 |
| MWC X100095 | ASPX 134 | Gunderson | March-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65700 | \$22,500.00 |
| MWC X100096 | ASPX 125 | Gunderson | March-67 | September-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197400 | 65600 | \$22,500.00 |
| MWC X100097 | ASPX 139 | Gunderson | March-67 | May-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196900 | 66100 | \$22,500.00 |
| MWC X100099 | ASPX 135 | Gunderson | April-67 | May-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196700 | 66300 | \$22,500.00 |
| MWC X100100 | ASPX 126 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196700 | 66300 | \$22,500.00 |
| MWC X100101 | ASPX 140 | Gunderson | April-67 | July-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196100 | 66600 | \$22,500.00 |
| MWC X100102 | ASPX 141 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196500 | 66500 | \$22,500.00 |
| MWC X100103 | ASPX 142 | Gunderson | April-67 | April-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197200 | 65800 | \$22,500.00 |
| MWC X100104 | ASPX 143 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65800 | \$22,500.00 |
| MWC X100105 | ASPX 144 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65800 | \$22,500.00 |
| MWC X100106 | ASPX 145 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65800 | \$22,500.00 |
| MWC X100107 | ASPX 119 | Gunderson | April-67 | May-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65700 | \$22,500.00 |
| MWC X100109 | ASPX 136 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197300 | 65700 | \$22,500.00 |
| MWC X100110 | ASPX 146 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 198400 | 64600 | \$22,500.00 |
| MWC X100111 | ASPX 147 | Gunderson | April-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197600 | 65400 | \$22,500.00 |
| MWC X100112 | ASPX 127 | Gunderson | May-67 | July-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196900 | 66100 | \$22,500.00 |
| MWC X100113 | ASPX 128 | Gunderson | May-67 | July-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 198400 | 64600 | \$22,500.00 |
| MWC X100458 | ASPX 118 | Gunderson | May-69 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197000 | 66000 | \$22,500.00 |
| MWC X100459 | ASPX 149 | Gunderson | March-67 | March-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196500 | 66300 | \$22,500.00 |
| MWC X100460 | ASPX 150 | Gunderson | May-67 | September-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 196800 | 66200 | \$22,500.00 |
| MWC X100462 | ASPX 151 | Gunderson | March-67 | October-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197900 | 65100 | \$22,500.00 |
| MWC X100463 | ASPX 152 | Gunderson | April-67 | March-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197600 | 65100 | \$22,500.00 |
| MWC X100464 | ASPX 153 | Gunderson | May-67 | March-06 | 63' 10" | 14' 03" | 10' 08" | 10' 08" | 59' 06" | 08' 09" | 6007 | 263 | 08' 09" x 10' 02" | 197100 | 65600 | \$22,500.00 |
| MWC X100466 | ASPX 154 | Gunderson | June-68 | March-06 | 63' 03" | 14' 02" | 10' 05" | 10' 11" | 60' 06" | 09' 00" | 6018 | 263 | 08' 09" x 10' 02" | 193700 | 69300 | \$22,500.00 |

Equipment TOTAL: \$747,500.00

and any and all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto.