

RECORDATION NO. 29876-A FILED

SEP 22 '11 -4 36 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, entitled a Security Agreement (Chattel Mortgage and Assignment of Lease) and dated September 1, 2011, includes a collateral assignment of a lease. The collateral assignment of the lease is a secondary document.

The primary document to which this is connected, a Memorandum of Lease, is recorded under Recordation No. 29876.

We request that this assignment be cross-indexed.

The names and addresses of the parties to the Security Agreement (Chattel Mortgage and Assignment of Lease) are as follows:

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

Assignee: 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 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), which is attached hereto.

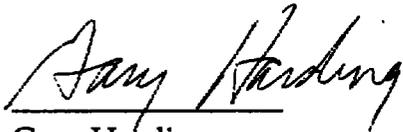
A fee of \$41.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

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 (Assignor), at 13997 South Minuteman Drive, Suite 200, Draper, UT 84020 and Transportation Alliance Bank Inc. (Assignee), 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. The Security Agreement (Chattel Mortgage and Assignment of Lease) is connected to a Memorandum of Lease with Recordation No. 29876.

Sincerely,



Gary Harding
Chief Credit Officer

SEP 22 '11 -4 36 PM

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 Bl d., 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.

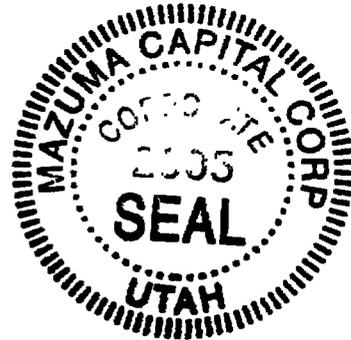
IN WITNESS WHEREOF, the Borrower and the Lender have duly executed and delivered this Agreement as of the day and year first written above.

BORROWER:

MAZUMA CAPITAL CORP

BY: *Douglas W. Petty*
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 8th 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.

Kristin Jones
Signature of Notary Public

My Commission expires: 4-4-2015



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 Stephens 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: 10/5/2011

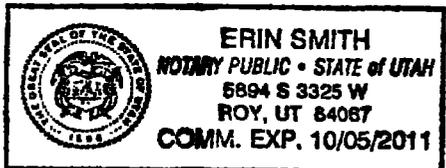


EXHIBIT A

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. MCC1229 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

SCHEDULE A

American Steel Processing Co.
Master Lease No.: MCL129
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	Interior	End Door Size	Load Limit	Weight	Unit Price
MWC N100082	ASPN 110	Gunderson	April 67	Max 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65500	\$22,500.00
MWC N100080	ASPN 113	Gunderson	April 67	October-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196700	66300	\$22,500.00
MWC N100087	ASPN 122	Gunderson	March 67	September-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100088	ASPN 133	Gunderson	March 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197000	66000	\$22,500.00
MWC N100089	ASPN 111	Gunderson	March 67	May 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196700	66100	\$22,500.00
MWC N100090	ASPN 123	Gunderson	March 67	July-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	198000	62000	\$22,500.00
MWC N100092	ASPN 138	Gunderson	March 67	October-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197600	65400	\$22,500.00
MWC N100095	ASPN 121	Gunderson	March 67	October-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196800	66200	\$22,500.00
MWC N100091	ASPN 118	Gunderson	March 67	May 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	195100	67900	\$22,500.00
MWC N100095	ASPN 134	Gunderson	March 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100096	ASPN 125	Gunderson	March 67	September-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197400	65600	\$22,500.00
MWC N100097	ASPN 139	Gunderson	March 67	May-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196900	66100	\$22,500.00
MWC N100099	ASPN 135	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196700	66300	\$22,500.00
MWC N100100	ASPN 176	Gunderson	April 67	July 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196100	66900	\$22,500.00
MWC N100101	ASPN 140	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196700	66300	\$22,500.00
MWC N100102	ASPN 141	Gunderson	April 67	April-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197200	65800	\$22,500.00
MWC N100105	ASPN 142	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100104	ASPN 143	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100105	ASPN 141	Gunderson	April 67	October-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65800	\$22,500.00
MWC N100106	ASPN 115	Gunderson	April 67	May 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65800	\$22,500.00
MWC N100107	ASPN 119	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100109	ASPN 136	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100110	ASPN 146	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100111	ASPN 14	Gunderson	April 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197300	65700	\$22,500.00
MWC N100112	ASPN 127	Gunderson	May 67	July-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196900	66100	\$22,500.00
MWC N100113	ASPN 128	Gunderson	May-67	July 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	198400	61000	\$22,500.00
MWC N100118	ASPN 148	Gunderson	May-67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197000	66000	\$22,500.00
MWC N100119	ASPN 149	Gunderson	March 67	March 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196300	66200	\$22,500.00
MWC N100160	ASPN 150	Gunderson	May-67	September 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	196800	66200	\$22,500.00
MWC N100467	ASPN 151	Gunderson	March 67	October 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197000	65100	\$22,500.00
MWC N100463	ASPN 152	Gunderson	April 67	March 06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197000	65400	\$22,500.00
MWC N100464	ASPN 153	Gunderson	May-67	March-06	6'3"10"	14' 03"	10' 08"	10' 08"	59' 06"	08' 09"	08' 09"	08' 09" x 10' 02"	197400	63600	\$22,500.00
MWC N100466	ASPN 154	Gunderson	June-68	March 06	6'5"03"	14' 02"	10' 05"	10' 11"	60' 06"	09' 04"	09' 04"	09' 04" x 10' 02"	193700	67300	\$22,500.00

Equipment TOTAL: 574,500.00

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

CERTIFICATION

State of Utah)
 ss
County of Salt Lake)

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.

Kristin Jones
Signature of Notary Public

Date: 9/21/11

My Commission expires: 4/4/2015

