
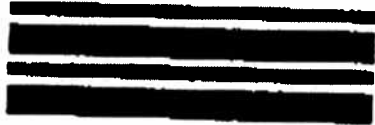


This is Exhibit "D" referred to  
in the affidavit of  
**UMESH CHOKSI**  
sworn before me this  
19<sup>th</sup> day of November, 2008  
  
A Commissioner For TAKING AFFIDAVITS

**NANCY COLLINS**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 02, 2012  
Commission Number: 08488131



**SUPERText**



**Industry Canada  
Industrie Canada**

## **HeaderBanner**

**Office of the Registrar General - Bureau du registraire général**

**Railway Deposits - Dépôt de chemins de fer**

**Document Key: 18625**

**Comments:**

**Document Title: Master Service Contract Agreement**

**Document Date: 20070904**

**Deposit Date & Time: 20081029 16:08**

**Legislative Reference: CTA105**

**Document Parties: American Railcar Leasing LLC;  
First Waste America Inc.**

#19626

CANADA )  
PROVINCE OF ONTARIO ) TO ALL WHOM THESE PRESENTS  
TO WIT ) MAY COME, BE SEEN OR KNOWN

I, PETER A. HARGADON, Q.C., a Notary Public, in and for the Province of Ontario,  
by Royal Authority duly appointed, with offices located at Suite 200, 441 MacLaren Street,  
in the City of Ottawa, Province of Ontario.

Do Certify and Attest that the paper-writing hereto annexed is a true copy of a  
document produced and shown to me and purporting to be "redacted" or "black-lined"  
version of a Master Service Contract between American Railcar Leasing LLC and First  
Waste America Inc, dated September 4<sup>th</sup> 2007, the said copy having been compared by me  
with the said original document, an act whereof being requested I have granted under my  
Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

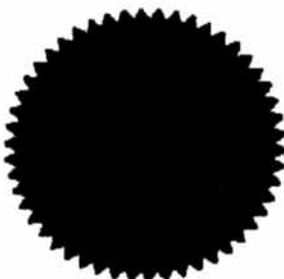
In Testimony Whereof I have hereto subscribed my name and affixed my Notarial  
Seal of Office at the City of Ottawa, in the Province of Ontario, Canada this 29<sup>th</sup> day of  
October, 2008.

  
PETER A. HARGADON, Q.C.

A Notary Public in and for the Province of Ontario

LOW, MURCHISON LLP  
Barristers, Solicitors & Notaries Public  
200-441 MacLaren Street  
OTTAWA, ONTARIO, CANADA K2P 2H3

Tel: (613) 238-8442  
Fax: (613) 238-7942  
E-mail: hargadon@lowmurchison.com





## AMERICAN RAILCAR LEASING LLC

620 North Second Street • St. Charles, Missouri 63301-3081 • 636-940-5000 • arlleasing.com

### MASTER SERVICE CONTRACT NO. MSC 8-8533

This AGREEMENT, made this 4th day of September 2007 by and between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company, 620 North Second Street, St. Charles, Missouri 63301-3081 (hereinafter called the "Lessor") and

FIRST WASTE AMERICA INC.

corporation, (hereinafter called the "Lessee")

WITNESSETH:

(1) DESCRIPTION OF RIDER (TYPE OF CARS, LADING, RENTAL CHARGES, ETC.). Lessor agrees to lease to the Lessee, and Lessee agrees to hire from Lessor, the cars shown on each rider attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties and signed by their duly authorized representative (all such cars being hereinafter collectively referred to as the "cars"). Each rider shall set forth a brief description of the car or cars covered thereby including such facts as the number of cars, the A.A.R. or D.O.T. specifications, rental charges, commodity service, term throughout which the car or cars shall remain in Lessee's service, and such other information as may be desired by both parties.

(2) DELIVERY OF CARS. Lessor agrees to deliver each car to Lessee freight charges collect, in the yard of the delivering line at the point designated by Lessee, and Lessee agrees to accept such delivery of the cars (and to pay the rental rate thereof as provided in each rider from the date of delivery of cars) at the point specified until the cars are returned at the termination of the rider to the Lessor at said point or other points mutually agreed upon. Lessor's obligation as to deliveries hereunder is subject to delays due to labor difficulties, fire, delays of carriers and materialmen or other like or unlike contingencies beyond the reasonable control of the Lessor.

(3) PAYMENT OF RENTAL CHARGES. Lessee agrees to pay to Lessor for the use of each car the monthly rental set forth in the rider applicable to such car from the date such car is delivered to Lessee, until such car is returned to Lessor as hereinafter provided in Paragraph (7). Said monthly rental shall be paid to Lessor's designated address in advance on the first day of each month during the rental term, except that Lessee shall pay at the time of delivery of each car a pro rata of one month's rent for the period intervening the date of delivery and the first of the next succeeding month.

[REDACTED]

(5) REPORTS AND MILEAGE. Lessor shall collect all mileage earned by the cars and shall credit to the rental account of Lessee for each accounting period (as defined) such mileage earned by the cars while in the service of Lessee, as and when received from the railroads according to, and subject to, all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder for such year. The term "accounting period", as used in this contract, is defined to mean each period of twelve (12) consecutive months within the term of this contract ending on the anniversary of the effective date hereof, and any period from the last such twelve (12) month period to the date of expiration of this contract. Lessee shall give Lessor weekly reports of the movements of the cars, giving origin, destination, date and complete routing of each movement.

(6) LOADED AND EMPTY MILEAGE. Lessee agrees so to use the cars that their mileage under load shall be equal to their empty mileage on each railroad over which they move. Should the empty mileage on any railroad exceed the loaded mileage, the Lessee shall pay to the Lessor for such excess at the rate and at the time established by the tariff of the railroad on which such excess of empty mileage has accrued. For the purpose of this paragraph the railroad mileage reports received by Lessor shall be prima facie evidence of the facts reported therein. All railroad tariff charges during the term of this agreement, including freight and switching charges, incident to the movement of the cars, shall be for the Lessee's account except when due to the specific action of the Lessor.

(7) RETURN OF CARS. Lessee will preserve the cars in good condition and will not in any way alter the physical structure of the cars without the approval in writing of the Lessor. At the termination of each rider, Lessee will return all of the cars to the Lessor at the point specified in Paragraph (2) hereof, or other points mutually agreed upon, empty, free from residue, and in the same good order and condition as the cars were in when they were delivered by the Lessor to Lessee, ordinary wear and tear excepted. Lessee shall on demand reimburse Lessor for the cost of cleaning any cars containing residue or for damage to any car, tank, appurtenances, fittings, and/or outlets, which have been affected by the commodity loaded therein.

(8) DAMAGE TO CAR AND ASSIGNMENT. Lessee will indemnify Lessor against loss or damage caused during the term of this lease to or by any of the cars hereby leased, or to or by the contents thereof, howsoever occurring and will indemnify Lessor against any loss or damage suffered by it by reason of or arising out of any default by Lessee hereunder. Lessee will not assign, transfer, encumber, or otherwise dispose of this lease, the cars or any part thereof or sub-let or under-let the cars hereby leased, or change or permit to be changed or altered the present lettering and/or numbering on said cars or any of them without the consent of Lessor in writing first obtained. Lessee will not permit or suffer any encumbrances or liens to be entered or levied upon the cars, or any of them.

(9) MAINTENANCE AND BAD ORDER. Lessor agrees to furnish the cars in accordance with the present DOT requirements and in compliance with the now existing A.A.R. rules of interchange, and to conduct necessary repairs during the term of this lease. Lessor agrees to provide prompt notification of car damage or defect, and to forward the cars as may be directed by the Lessor. Lessor shall not be liable for any damage to or loss of the whole or any part of any shipment made in any of the cars. Lessee shall at its expense replace any removable parts (dome covers, outlet caps, etc.) if lost or broken. If any of the cars shall be completely destroyed, or if the physical condition of any car shall become such that such car cannot be operated in railroad service as determined by the Lessor, then Lessor may at its option cancel this lease as to such car as of the date on which such event occurred, or may substitute therefor another car within a reasonable period of time. Any car modification costs incurred by Lessor in compliance with a DOT or A.A.R. rule change shall be for the account of the Lessee. As cars are placed in a shop for maintenance and/or repair at the direction of Lessor, the rental charges on each car shall cease on date of arrival at such shop and will be reinstated on date such car is ready to leave such shop to Lessee's specified point. If a car becomes bad order while en route and is placed in railroad shops for repairs, then after the lapse of five days the rent on the car so placed shall cease until such car is returned to Lessee's service. If any repairs are required as a result of the misuse by or negligence of Lessee, its consignee, agent or sub-lessee, the rental charge shall continue during the period of repair.

(10) REMEDIES. It is mutually agreed that the time of payment of rentals is of the essence of this contract and that this contract is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement or other security arrangement on the cars heretofore or hereafter created and to the rights of any such secured party or Trustee under any Equipment Trust heretofore or hereafter established by the Lessor, and that if the Lessee shall make default in the payment of rentals for the cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed and such default shall continue for ten (10) days, or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events Lessor, at its election, may terminate this lease and repossess itself of said cars and this lease shall thereupon become and be terminated, or may repossess itself of said cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said cars and collecting the rentals thereof to satisfy the rentals herein reserved, the Lessee agrees to satisfy and pay the deficiency from time to time upon demand. The obligation to pay such deficiency shall survive such termination of this lease and/or such re-taking of the cars. Lessee shall without expense to Lessor assist it in repossessing itself of said cars and shall for a reasonable time if required furnish suitable crackage space for the storage of said cars.

(11) CONTINUANCE. In the event that the Lessee continues to use the car(s) after the expiration of the term of any rider or does not return such car(s) to the Lessor, as required by this agreement, on or before the expiration of the term of said rider all of the terms and conditions of this agreement, except in respect to expiration of the term thereof, shall continue to apply. In such event, Lessee will give Lessor sixty (60) days' written notice of its intention to return the car(s) to Lessor. The foregoing will not affect Lessor's right to return of the car(s) at any time after such expiration.

(12) SUBLEASING. Anything in Paragraph (8) of this lease contained to the contrary notwithstanding the Lessee shall have the right to sublease any of the cars for single trips to its customers or to its suppliers, and to cause such cars so subleased to be boarded or placarded with the names of the sublessees, in accordance with the provisions of demurrage tariffs lawfully in effect, where the sole purpose of such subleasing is to obtain an exception from demurrage for said cars so subleased; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor for the fulfillment of Lessee's obligations under this lease; and provided further, that Lessor shall have the right, at any time, to withdraw the privilege of subleasing hereinabove granted to Lessee.

(13) LINING. The application, maintenance and removal of interior protective coating of the cars is to be performed by and at the expense of Lessee except that with respect to any Class DOT 103-BW or 111-A-100-W3 Tank Cars such services shall be performed by and at the expense of the Lessor. Commodity or mechanical damage to the lining of any car shall be for the account of the Lessee.

(14) TAXES. Lessor will pay all property taxes properly imposed on or measured by such cars on the mileage thereon and will file all property tax reports relating thereto. Lessee will be responsible for all sales, use, and/or rental taxes imposed by federal, state, municipal and other governmental authority, and in addition Lessee agrees to assume cost of duty, sales and all other taxes incidental to exportation of the cars out of or operation thereof outside of the Continental United States.

(15) UNIT TRAIN MOVEMENT. No car shall be utilized in Unit Train service, nor shall any car be transported or moved more than Forty Thousand (40,000) miles during any year of this lease, computed from anniversary date to anniversary date, unless consented to in writing by Lessor in advance of such use. If any car is determined to have been transported or moved in excess of Forty Thousand (40,000) miles during such year, Lessee agrees to pay Lessor as additional rent for such car the sum of \$.018 per mile for each mile in excess of Forty Thousand (40,000) miles, but less than Eighty Thousand (80,000) miles, and the sum of \$.03 per mile for each mile in excess of Eighty Thousand (80,000) miles. The determination of the total number of miles for each car per year shall be made by multiplying the total number of loaded miles for such car in such year by two (2), unless Lessor has in its possession information sufficient to disclose to its satisfaction the exact mileage for such car for such year.

(16) PRESSURE CAR VALVE MAINTENANCE. It is mutually agreed that the maintenance and replacement of safety, angle, and check valves, and if cars are so equipped, the thermometer, thermometer well, gauging device, regulator valves, and safety vent rupture disc assemblies shall be for the account of Lessee.

(17) HOPPER CAR MAINTENANCE. Lessee will be responsible for inspection and cleaning of the operating mechanism of the outlets, hatches, and special fittings on cars leased herein. Further, any damage to the outlets, hatches, and special fittings or their operating mechanism will be repaired for the account of the Lessee.

(18) OT-5 APPROVAL. In case approval for use of the cars or any of them obtained pursuant to Circular No. OT-5 of the A.A.R. as now or hereafter in effect is withdrawn or modified, each rider shall remain in full force and effect notwithstanding such withdrawal or modification.

(19) This agreement shall be binding upon and shall inure to the benefit of the Lessor, its successors and assigns, and the Lessee, Lessee's legal representative and successors and (if consented to by Lessor) assigns.

(20) This agreement shall be governed by and construed in accordance with the Laws of the State of New York.

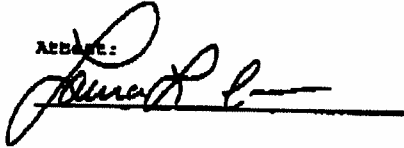


IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement in duplicate the day and year first above written.

AMERICAN RAILCAR LEASING LLC

AMERICAN RAILCAR LEASING LLC

Attest:

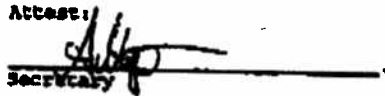
  
\_\_\_\_\_

By:

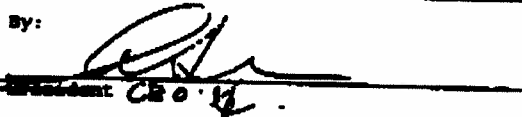
  
\_\_\_\_\_  
Vice President

FIRST WASTE AMERICA INC.

Attest:

  
\_\_\_\_\_  
Secretary

By:

  
\_\_\_\_\_  
President CEO

MFC 8-8533

I hereby certify that this document was deposited in the Office of the Registrar General of Canada on the

29<sup>th</sup> day of October, 2008 at 4:58 p.m.

  
Deputy Registrar General of Canada



**AMERICAN RAILCAR LEASING LLC**

100 Clark Street, Suite 201 • St. Charles, Missouri 63301-2075 • 636-940-5000 • www.arleasing.com

**AMENDMENT TO  
CAR SERVICE CONTRACT  
NO. MNC 8-8833, Rider 1**

This AGREEMENT, made this 12th day of May 2008 by and between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company, (hereinafter called the "Lessor"), and

FIRST WASTE AMERICA INC.

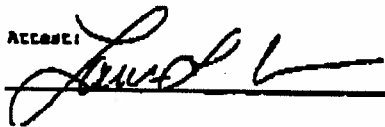
corporation, (hereinafter called the "Lessee")

Lessor and Lessee hereby agree that Contract No. MNC 8-8833, Rider 1 between them dated September 4, 2007, is hereby amended to read as follows:

1. It is mutually agreed that effective June 1, 2008, Lessee agrees to pay Lessor, in addition to the rental rate of [REDACTED] (U.S. Funds) per car per month through May 31, 2013, to cover amortization of freight charges.
2. All other terms and conditions remain unchanged.

AMERICAN RAILCAR LEASING LLC

Accept:


  
\_\_\_\_\_

Accept:

Secretary  
AM833-1

AMERICAN RAILCAR LEASING LLC

By:

  
\_\_\_\_\_  
Vice President

~~FIRST WASTE AMERICA INC.~~

By:

  
\_\_\_\_\_  
President



# AMERICAN RAILCAR LEASING LLC

620 North Second Street • St. Charles, Missouri 63301-2081 • 636-940-5000 • arlleasing.com

AMENDMENT TO  
CAR SERVICE CONTRACT  
NO. MSC 8-8533, Rider 1

This AGREEMENT, made this 19th day of October 2007 by and between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company, (hereinafter called the "Lessor"), and

FIRST WASTE AMERICA INC.

corporation, (hereinafter called the "Lessee")

Lessor and Lessee hereby agree that Contract No. MSC 8-8533, Rider 1 between them dated September 4, 2007, is hereby amended to read as follows:

1. It is mutually agreed that this rider will cover a total of one hundred sixty-four (164) cars, initialed FWX and numbered 620000 through 620163.
2. All other terms and conditions remain unchanged.

AMERICAN RAILCAR LEASING LLC

ACCEPT:

\_\_\_\_\_

ACCEPT:

Secretary  
ARS33-1

AMERICAN RAILCAR LEASING LLC

By:

\_\_\_\_\_  
Vice President

FIRST WASTE AMERICA, INC.

By:

\_\_\_\_\_  
President  
CR0  
E. E. Hunsell



# AMERICAN RAILCAR LEASING LLC

620 North Second Street • St. Charles, Missouri 63301-2081 • 636-940-5000 • arleasing.com

RIDER NO. 1

DATED September 4, 2007

This Rider No. 1 to Contract No. MSC B-8533 by and between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company, and

FIRST WASTE AMERICA INC. shall become part of said contract and the cars described herein shall be subject to the terms and conditions in said contract and special conditions set forth in this Rider.

<u>NO. OF CARS</u>	<u>CAPACITY AND DESCRIPTION OF CARS</u>	<u>MONTHLY RENTAL RATE</u>
164	6400 cubic foot Gondola cars suitable for a gross rail load of 266,000 pounds.	<u>          </u> (U.S. Funds)

COMMODITY SERVICE: Construction and Demolition Waste

RENTAL TERM: This agreement is effective as of the date hereof and shall remain in full force and effect with regard to each car furnished hereunder for            from the first day of the month next succeeding the average date of delivery of all of the cars delivered hereunder unless sooner terminated as hereinafter provided.

CAR MARK: Initialed SWPK and numbered as assigned.

SPECIAL CONDITIONS:

1. Lessee agrees to operate the cars predominantly in United States service. In the event that Lessee fails to do so, Lessee agrees to indemnify Lessor against all losses caused by such utilization.
2. Lessor's final acceptance of this order is contingent upon full execution of Master Service Contract MSC B-8533 and this Rider 1.
3. Lessee agrees to perform all obligations defined on the attached "Terms and Conditions for Letter of Credit".
4. It is mutually agreed that during the term of this rider, the Lessee shall have the option to purchase all, but not less than all, cars covered by this rider, at a purchase price as stated on attached Stipulated Loss Value (SLV).

AMERICAN RAILCAR LEASING LLC

Attest: [Signature]

AMERICAN RAILCAR LEASING LLC

By: [Signature]  
Vice President

Attest: [Signature]  
Secretary  
R8533-1b.doc

FIRST WASTE AMERICA INC.  
By: [Signature]  
President CEO

**STIPULATED LOSS VALUES**

Rental Pymnt Number	% of Equipment Cost	Rental Pymnt Number	% of Equipment Cost	Rental Pymnt Number	% of Equipment Cost	Rental Pymnt Number	% of Equipment Cost	Rental Pymnt Number	% of Equipment Cost
1		49		97		145		193	
2		50		98		146		194	
3		51		99		147		195	
4		52		100		148		196	
5		53		101		149		197	
6		54		102		150		198	
7		55		103		151		199	
8		56		104		152		200	
9		57		105		153		201	
10		58		106		154		202	
11		59		107		155		203	
12		60		108		156		204	
13		61		109		157		205	
14		62		110		158		206	
15		63		111		159		207	
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18		66		114		162		210	
19		67		115		163		211	
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21		69		117		165		213	
22		70		118		166		214	
23		71		119		167		215	
24		72		120		168		216	
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26		74		122		170		218	
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28		76		124		172		220	
29		77		125		173		221	
30		78		126		174		222	
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40		88		136		184		232	
41		89		137		185		233	
42		90		138		186		234	
43		91		139		187		235	
44		92		140		188		236	
45		93		141		189		237	
46		94		142		190		238	
47		95		143		191		239	
48		96		144		192		240	

SLV is a percentage of original equipment cost.

**Terms and Conditions for Letter of Credit**

**Facility:** Irrevocable Standby Letter of Credit

**Beneficiary:** American Railcar Leasing LLC  
100 Clark Street, Suite 201  
St. Charles, MO 63301

**Drawing Amount:** Year one, letter of credit for fifteen (15) months of rental payments to be drawn in whole [REDACTED] U.S. dollars). Year one drawing amount will automatically renew for year two and year three of lease term.

In year four, letter of credit will be reduced to seven (7) months of rental payments to be drawn in whole [REDACTED] U.S. dollars). The year four drawing amount will automatically renew for year five of the lease term

In the sixth and seventh year of the lease, the letter of credit will be reduced to [REDACTED] U.S. dollars to be drawn in whole.

Letter of credit will terminate at the end of year seven of the lease.

**Triggers:**

- Lessee's rental payments are five or more days past due per the invoice due date.
- Lessee files for bankruptcy.
- Lessee transfers or sells business or any part of the business, which leases the railcars from the Lessor, without the consent of the Lessor, which consent shall not be unreasonably withheld.
- Lessee transfers or sells business or any part of the business, which leases the railcars from the Lessor, even though the Lessor disapproves of such transaction. Such disapproval shall not be unreasonable.
- The lessee plans an Initial Public Offering (IPO) and/or a Private Placement to raise additional funds. It is understood that such fund raising shall not constitute a sale
- Lessee fails to comply with lease agreement or any other credit agreement

Any one of the above events may trigger a draw down of the letter of credit.

**Transfer & Assignment:** Letter of credit is transferable and assignable by Lessor.

At the end of year three of the lease, the Lessor will review the financial condition of the Lessee and at its sole discretion, the Lessor will decide whether to continue having the letter of credit to be in effect or if the letter of credit may be terminated.

First Waste Utilities Canada Limited agrees to unconditionally guarantee complete performance of all terms and conditions under this agreement.

  
FIRST WASTE UTILITIES CANADA LIMITED

This is Exhibit "E" referred to  
in the affidavit of

UMESH CHOKSI

sworn before me this

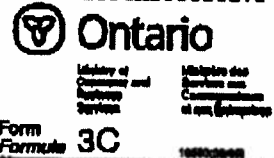
1<sup>st</sup> day of November, 2008

*Nancy Collins*

A Commissioner For Taking Affidavits

NANCY COLLINS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 02, 2012  
Commission Number: 08499131





649515699

FIRST WASTE AMERICA INC.


DAVIS LLP (BYD)  
5600 100 KING STREET WEST  
TORONTO ON M5X 1K2

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Verification Statement/État de vérification

Line	Code	Description	Page	Date
1C	1 00	649515699		2009/10/27
1C	1 01	CAUTION FILING/AVERTIS: PAGE: 1 OF/DE: 1 MV SCHEDULE		
1C	1 01	ATTACHED/LISTE VA: REG NUM/NO ENREGIST: 20081027 1709 1590 7709		
1C	1 01	REG UNDER/T. ENREG: P REG PERIOD/PERIODE: 1		
1C	1 03	FIRST WASTE AMERICA INC.		
1C	1 04	502 EAST JOHN STREET		
1C	1 04	CARSON CITY NV 89706		
1C	1 06	FIRST WASTE AMERICA, INC.		
1C	1 07	502 EAST JOHN STREET		
1C	1 07	CARSON CITY NV 89706		
1C	1 08	AMERICAN RAILCAR LEASING LLC		
1C	1 09	620 NORTH SECOND STREET		
1C	1 09	ST. CHARLES MO 63301-2081		
1C	1 10	CONS GOODS/BIENS CONS: INVTY/STOCK: X EQUIP/MATER: X		
1C	1 10	ACCTS/COMPT: X OTHER/AUTRE: X MV INCL/VA INCLUS: X		
1C	1 10	AMOUNT/MONTANT: DATE OF MATURITY/DATE ECHANG:		
1C	1 10	NO FIXED MAT DATE/D ECHE PAS DET:		
1C	1 16	DAVIS LLP (BYD)		
1C	1 17	5600 100 KING STREET WEST		
1C	1 17	TORONTO ON M5X 1K2		

\*\*\* VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS \*\*\*

This is Exhibit "F" referred to  
in the affidavit of  
**UMESH CHOKSI**  
sworn before me this  
19<sup>th</sup> day of November, 2008  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

**NANCY COLLINS**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 02, 2012  
Commission Number: 08498131



100 CLARK STREET SUITE 201 ST. CHARLES, MISSOURI 63301-2075 (636) 940-6000

Invoice Date: 6/30/2008  
Invoice Number: IN00002894  
Date Due: 7/30/2008

First Waste America, Inc.  
Attn: Victor Paul  
1138 Wrights Wynde Court  
Wesley Chapel, FL 33643  
USA

REMIT TO:  
American Ralicer Leasing  
PO Box 852359  
St. Louis, MO 63195-2359  
USA

PO Reference:

Total: 27,903.75

To collect storage costs for the (90)  
P5765/06 8400 CF Gondola cars being  
built for ARL and First Waste.

90 cars have been stored at NSC for  
various lengths of time between  
December 2, 2007 and December 20,  
2007.

Total: 27,903.75  
27,903.75



# American Railcar Leasing LLC

100 CLARK ST., SUITE 201, ST. CHARLES, MISSOURI 63301-2075 (314) 640-6000

First Waste America, Inc.  
Attn: Victor Paul  
1138 Wrights Wynde Court  
Wesley Chapel, FL 33543  
USA

INVOICE DATE: 08/01/2008  
INVOICE NUM: 533246  
CUSTOMER: 001819 01

GST REG. #R856831433

REMIT TO: .....  
American Railcar Leasing LLC  
P O Box 852359  
St. Louis, MO 63185-2359

- PAYABLE UPON RECEIPT -

CONTRACT:	008533 0001	
CAR RENTAL		\$133,496.00
SUBTOTAL		\$133,496.00
TOTAL RENTAL		\$ 133,496.00
MILEAGE ADJUSTMENT FOR 05/2008		50.00
TOTAL		\$133,496.00

RENTAL FOR 08/2008



# American Railcar Leasing LLC

100 CLARK ST., SUITE 201, ST. CHARLES, MISSOURI 63301-2076 (636) 940-8000

First Waste America, Inc.  
Attn: Victor Paul  
1138 Wrights Wynde Court  
Wesley Chapel, FL 33543  
USA

INVOICE DATE: 09/01/2008  
INVOICE NUM: 533850  
CUSTOMER: 001819 01

GST REG. #R856831433

REMIT TO: .....  
American Railcar Leasing LLC  
P O Box 952359  
St. Louis, MO 63195-2359

- PAYABLE UPON RECEIPT -

CONTRACT:	008533 0001	
CAR RENTAL		\$133,498.00
SUBTOTAL		\$133,498.00
TOTAL RENTAL		\$ 133,498.00
MILEAGE ADJUSTMENT FOR 08/2008		\$0.00
TOTAL		\$133,498.00

RENTAL FOR 09/2008



# American Railcar Leasing LLC

100 CLARK ST, SUITE 201, ST. CHARLES, MISSOURI 63301-2076 (336) 940-8000

First Waste America, Inc.  
Attn: Victor Paul  
1138 Wrights Wynde Court  
Wesley Chapel, FL 33543  
USA

INVOICE DATE: 10/01/2008  
INVOICE NUM: 534542  
CUSTOMER: 001819 01

GST REG. #R856831433

REMIT TO: .....  
American Railcar Leasing LLC  
P O Box 952358  
St. Louis, MO 63105-2358

- PAYABLE UPON RECEIPT -

CONTRACT: 008533 0001	
CAR RENTAL	\$133,496.00
SUBTOTAL	\$133,496.00
TOTAL RENTAL	\$ 133,496.00
MILBAGE ADJUSTMENT FOR 07/2008	\$0.00
TOTAL	\$133,496.00

RENTAL FOR 10/2008

This is Exhibit "G" referred to  
in the affidavit of

**UMESH CHOKSI**

sworn before me this

*1<sup>st</sup>* day of November, 2008

*Nancy Collins*  
A COMMISSIONER FOR TAKING AFFIDAVITS

**NANCY COLLINS**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 02, 2012  
Commission Number: 08499131

# ZWAIG

District of ONTARIO  
Division No.: 09 - Toronto  
Court No.: 31-1118466  
Estate No.: 31-1118466

To the Creditors of First Waste America Inc.

First Waste America Inc. filed a Notice of Intention to Make a Proposal on October 8, 2008 pursuant to the *Bankruptcy and Insolvency Act*. Enclosed are the following:

- 1) Notice of Intention to Make a Proposal;
- 2) List of Creditors and the amount of their claims per the debtor's records; and
- 3) Consent of Zwaig Associates Inc. to act as Trustee in the Proposal.

The following explanation is provided as a courtesy to assist you. The Proposal provisions of the *Bankruptcy and Insolvency Act* are more extensive than outlined below and you should contact a lawyer if you require more detailed information.

The Proposal process allows a debtor to reorganize its financial affairs, subject to the approval of its creditors and the Court. The Trustee assists with the formulation of the Proposal. The Trustee also reports on the Proposal and provides information to assist in the creditors' decision concerning the Proposal.

All claims against the debtor at October 8, 2008 are stayed pursuant to section 69 of the *Bankruptcy and Insolvency Act*, and are to be dealt with in the Proposal. The debtor has thirty days from the date of filing the Notice of Intention to lodge a Proposal with the Trustee; however, this time period is subject to extension with Court approval.

After the Proposal is lodged with the Trustee, the Trustee is required to distribute it to the creditors and to call a meeting of creditors to vote on the Proposal. The meeting is to take place no later than twenty-one days after the Proposal is lodged with the Trustee.

From October 8, 2008 until the Proposal is voted upon, the debtor may continue to deal with its affairs. While the Trustee monitors the debtor's cash flow during this period, the Trustee has no management role whatsoever.

The amounts in the List of Creditors were obtained from the debtor's records and may be inaccurate. If you disagree with the amount listed, it is NOT NECESSARY to advise the Trustee at this time. A Proof of Claim form (which requires supporting documentation) will be mailed to you once the meeting of creditors has been called to vote on the Proposal.

Should you have any general questions, please contact our office at (416) 863-5797.

DATED AT Toronto, Ontario, this 15<sup>th</sup> day of October, 2008

ZWAIG ASSOCIATES INC.,  
Trustee in the Proposal of First Waste America Inc.

  
Melvin C. Zwaig

President

ZWAIG ASSOCIATES INC.  
20 ADELAIDE STREET EAST,  
SUITE 801, P.O. BOX 83  
TORONTO, ONTARIO M5C 2T8 CANADA  
Tel: 416-863-5797 Fax: 416-863-0428  
e-mail: jzwaig@zwaig.com





Office of the Superintendent  
of Bankruptcy Canada

Bureau du surintendant  
des faillites Canada

An Agency of  
Industry Canada

Un organisme  
d'Industrie Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-1118466  
Estate No. 31-1118466

In the Matter of the Notice of Intention to make a  
proposal of:

First Waste America Inc.  
Insolvent Person  
ZWAIG ASSOCIATES INC.  
Trustee

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Date of the Notice of Intention: October 08, 2008

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**CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL**  
**Subsection 50.4 (1)**

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 59(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

---

E-File/Dépôt Electronique

Date: October 08, 2008, 14:42

Official Receiver

25 St. Clair Avenue East, 8th floor, Toronto, Ontario, Canada, M4T1M2, (416)973-8486

Canada

District of ONTARIO  
Division No. 07 - Toronto  
Court No.  
Estate No.

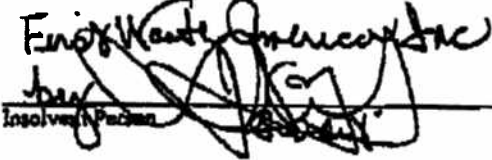
NOTICE OF INTENTION TO MAKE A PROPOSAL  
(Subsection 50.4(1))  
IN THE MATTER OF THE PROPOSAL OF  
FIRST WASTE AMERICA INC.

A COMPANY INCORPORATED UNDER THE LAWS OF NEVADA, ONE OF THE STATES OF  
THE UNITED STATES OF AMERICA, WITH HEAD OFFICE IN THE CITY OF TORONTO, IN THE  
PROVINCE OF ONTARIO.

TAKE NOTICE THAT:

1. We, First Waste America Inc. an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Zwarg Associates Inc., a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached hereto.
3. A list of the names of the known creditors with claims of \$250.00 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing this notice with the official receiver in my locality.

Dated at Toronto, Ontario, this 8th day of October, 2008.

*First Waste America Inc*  
  
\_\_\_\_\_  
Insolvent Person

To be completed by Official Receiver

Filing Date: \_\_\_\_\_

\_\_\_\_\_  
Official Receiver

October 8, 2008

Zwaig Associates Inc.

**IN THE MATTER OF THE PROPOSAL OF  
FIRST WASTE AMERICA INC,  
A COMPANY INCORPORATED UNDER THE LAWS OF NEVADA, ONE OF THE STATES OF THE  
UNITED STATES OF AMERICA, WITH HEAD OFFICE IN THE CITY OF TORONTO, PROVINCE OF  
ONTARIO**

**Mailing List**

Joel Wagman  
101 Duncan Mill Rd, Suite 400  
Toronto, ON M3B 1Z3

**Secured**

1	American Railcar Leasing LLC 620 North 2 <sup>nd</sup> Street St. Charles, Missouri 63301-2081 Attention: Mr. Umash Choksi	\$400,488.00
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Number of creditors printed = 1

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**IN THE MATTER OF THE PROPOSAL OF**

**FIRST WASTE AMERICA INC.**

a company incorporated under the laws of Nevada, One of the States of the  
United States of America,  
with Head Office in the City of Toronto, Province of Ontario.

**CONSENT TO ACT AS TRUSTEE**

Zwaig Associates Inc. hereby consents to act as the Trustee in the Proposal  
of First Waste America Inc.

DATED AT TORONTO, this 8th day of October, 2008.

**ZWAIG ASSOCIATES INC.**



Per: \_\_\_\_\_  
Melvin C. Zwaig, FCA

This is Exhibit "H" referred to  
in the affidavit of

**UMESH CHOKSI**

sworn before me this

19<sup>th</sup> day of November, 2008

  
A COMMISSIONER FOR TAKING AFFIDAVITS

**NANCY COLLINS**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 08, 2012  
Comm. No. 08499131



**American Railcar Leasing LLC**

100 CLARK ST., SUITE 201, ST. CHARLES, MISSOURI 63301-2078 (800) 840-6000

First Waste America, Inc.  
Attn: Victor Paul  
1138 Wrights Wynde Court  
Wesley Chapel, FL 33543  
USA

INVOICE DATE: 11/01/2008  
INVOICE NUM: 835428  
CUSTOMER: 001819 01

REMIT TO: .....  
American Railcar Leasing LLC  
P O Box 982359  
St. Louis, MO 63195-2359

GST REG. #R866831433

- PAYABLE UPON RECEIPT -

CONTRACT: 008533 0001  
CAR RENTAL  
SUBTOTAL

\$133,498.00  
\$133,498.00

TOTAL RENTAL

\$ 133,498.00

MILEAGE ADJUSTMENT FOR 08/2008

\$0.00

TOTAL

\$133,498.00

RENTAL FOR 11/2008