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REGISTRATION NO. _____ FILED 1986

APR 17 1986 -3 00 PM

INTERSTATE COMMERCE COMMISSION



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INTERSTATE COMMERCE COMMISSION

LEASE CONSULTANTS CORPORATION

April 17, 1986

Ms. Mildred Lee
Room 2303
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Date 4/17/86
Fee \$ 20.00

ICC Washington, D.C.

Dear Ms. Lee:

Please file our Lease Document Number 13524. I have enclosed the following:

- Item 1 Original Lease Document with Attachment A
- Item 2 Notarized copy of Lease document with copy of Attachment A
- Item 3 Filing Fee Check in the amount of \$20.00

PARTICIPATING PARTIES

SELLER: Wilson Railway Corporation
901 Thomas Beck Road
P.O. Box 697
Des Moines, Iowa 50315

LESSEE: International Minerals & Chemical Corporation
421 East Hawley Street
Mundelein, Illinois 60060

LESSOR: Lease Consultants Corporation
2520 Harding Road, Suite 5
P.O. Box 4972
Des Moines, Iowa 50306

DESCRIPTION OF LEASED EQUIPMENT

1 NW-2, 1000 HP, EMD Locomotive. Road Unit #9548. Serial #7833

Thank you for your prompt assistance.

Best Regards,


Steve Brooks
President

Handwritten notes:
Wan Juss.
C... ..

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ADDENDUM TO EQUIPMENT
LEASE NO. 13524
DATED APRIL _____, 1986

APR 17 1986 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

Paragraph 1 - ADD: "Terms and conditions contained in Wilson Railway Corp. letter of 3-19-86, copy attached, are hereby made a part of this lease. Nothing contained therein shall modify Lessee's duty to pay taxes as provided in paragraph 14 of the Lease."

Paragraph 4 - The third sentence of paragraph 4 is hereby deleted and the following substituted: "The expiration date of the Lease is April _____ 1989. Any renewals or extensions to be negotiated and if agreed upon to be reduced to writing and signed by the parties."

Paragraph 5 - In the first line of paragraph 5 "Lessor will request supplier to authorize Lessee" is hereby deleted and the following substituted: "Lessor hereby authorizes Lessee and Lessor shall use its best efforts to assist Lessee, as requested by Lessee".

Paragraph 11 - The first sentence is deleted and the following substituted: "Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees arising out of or connected with the Lessee's possession, use and operation of the equipment."

Paragraph 13 is deleted.

Paragraph 17 is amended as follows:

1. By adding to item (a) "and if such default remains uncured for a period of 15 days following written notification of said default by Lessor,"
2. Item (b) is deleted.
3. Item (c) - time for curing default is extended to 15 days.
4. Item (J) is deleted.

Paragraph 18 is amended by eliminating the words "packed and" from the first sentence thereof.

SIGNED THIS 15 DAY OF
APRIL 1986.

INTERNATIONAL MINERALS & CHEMICAL CORPORATION

BY





Vice President, Transportation/Distribution
title

ACCEPTED THIS 17 DAY OF
APRIL 1986.

LEASE CONSULTANTS CORPORATION

BY X



PRESIDENT
title

Subscribed and sworn to before me this 17th day of April, 1986 by Steve Brooks.



MARY F. KLINE
NOTARY PUBLIC in and for State of Iowa

Wilson Railway Corp.

515-246-0000 • 901 THOMAS BECK ROAD • P.O. BOX 697 • DES MOINES, IOWA 50303-0697

50315

March 19, 1986

Mr. W. A. Williams
Fitzgerald Railcar
Rip Riley Road
Fitzgerald, Georgia 31750

UPS NEXT DAY AIR

Dear Mr. Williams:

Pursuant to our recent telephone conversation with Mr. Jim Robinson, I have attached photographs and specification sheet of an NW-2, 1000 HP, EMD Locomotive which has been processed through our Des Moines, Iowa Locomotive Shops in the last couple of months. As per your request, I have attached lease documents for your examination. You will note our pricing now includes freight, F.O.T. your line (Seaboard Delivery) Fitzgerald, Georgia.

Our proposal is as follows:

I. EQUIPMENT

A. Unit #9548, NW-2, 1000 HP, 120 Ton, EMD Locomotive

II. CASH PRICE

A. \$33,760.00

III. LEASE PRICE

- A. \$1,145.00 per month each month for 36 months
- B. First lease payment to be returned to Wilson Railway Corporation with executed lease agreement
- C. At the end of the 36 month lease, unit may be purchased for \$3,376.00 (10%)
- D. Notes to Lease Agreement:
1. Authorized individuals should sign Section F and indicate their Corporate Title
 2. Individuals of large Corporate Entities should initial Section 24 (backside) indicating they are authorized signatory
 3. Lessee should outline name and address of their individual subsidiary and name and address of parent at Headquarters.

III. FREIGHT

A. Unit quoted F.O.T. Chessie Tracks, Fitzgerald, Georgia

IV. WARRANTY

A. Wilson Railway Corporation hereby agrees to warrant the locomotive subsequent to the first day the locomotive is placed in service at your facility as follows:

1. Labor - 90 days
2. Parts - 90 days

B. Major Components

1. Engine
2. Main Generator
3. Auxiliary Generator
4. Air Compressor
5. Traction Motors
6. Trucks

V. LOCOMOTIVE COMPONENT QUALIFICATIONS

A. See attached

VI. PAINT

A. Locomotive will be prepared and painted to customer's color specifications including the following:

1. Exterior of Locomotive
2. Cab Interior
3. Trucks
4. Engine Compartment

VII. START UP AND TRAINING

A. Upon delivery of a locomotive at your facility, Wilson Railway Corporation will arrive to train and instruct your mechanical department in the maintenance and operation of the locomotive. Maintenance and operating manuals will be provided. Wilson Railway Corporation will spend whatever time necessary to fully familiarize your people with the equipment. Furthermore, Wilson Railway Corporation will be available on an ongoing basis to assist and advise in any problems, in addition to providing service and assistance by phoning toll free at 1-800-247-3933.

Mr. Williams, as we previously indicated, our locomotives are thoroughly inspected and repaired to insure warranty. Please contact us upon receipt of this information so that we may discuss a time to arrange a physical inspection. You may call us toll free at 1-800-247-3933. Looking forward to hearing from you soon.

Sincerely,

WILSON RAILWAY CORPORATION

Douglas A. Wilson
enclosures
DAW:jg

P.S. You will note I have attached 2 photographs of similar locomotives we have sold in the last couple of months.

Wilson Railway Corp.

Subscribed and sworn to before me this 17th day of April, 1986
by Douglas A. Wilson.