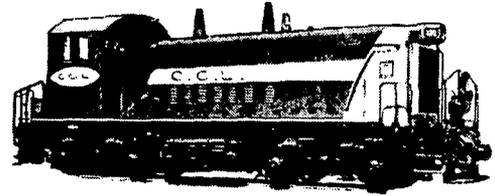


CHICAGO, ILL. - SILVIS, ILL. - LOS ANGELES, CAL.

CHROME CRANKSHAFT LOCOMOTIVE SALES CO.

MAIN OFFICE: 6010 SOUTH NEW ENGLAND AVE.
CHICAGO, ILLINOIS 60638
(312) 586-3030

CHICAGO BRANCH: (312) 646-3300
SILVIS BRANCH: (309) 755-6800



COMPLETE LOCOMOTIVE REBUILDING - SALES - SERVICE - PARTS

RECORDATION NO. 14377 FILED 1429

July 16, 1984

JUL 20 1984 - 9 15 AM

Interstate Commerce Commission
12th and Constitution Ave. N.W. INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

Attn: Mildred Lee, Room 2303

Re: I.C.C. Filing

Dear Ms. Lee:

Enclosed please find an original and a copy of a Lease Agreement which we request that you file and record with the Interstate Commerce Commission.

Parties

Lessor: Chrome Crankshaft Locomotive Sales Co., Inc.
6010 S. New England Avenue
Chicago, Illinois 60638

Lessee: LaSalle and Bureau County Railroad
53 W. Jackson Blvd. Suite 532
Chicago, Illinois 60604

We are enclosing our check #7449, in the amount of \$50.00 payable to the Interstate Commerce Commission, to cover the fee for filing and recording.

Kindly return a filed copy of the Lease and receipt for filing fee to us at your earliest convenience.

Very truly yours,

A handwritten signature in cursive script that reads 'Stephen R. Meindl'.

Stephen R. Meindl
Controller

SRM/ec

Interstate Commerce Commission
Washington, D.C. 20423

7/20/84

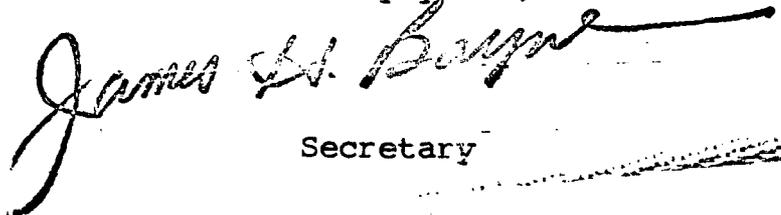
OFFICE OF THE SECRETARY

Stephen R. Meindl
Chrome Crankshaft Locomotive Sales Co.
6010 South New England Ave.
Chicago, Illinois 60638

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/20/84 at 9:15am and assigned re-
recording number(s). 14377

Sincerely yours,


Secretary

Enclosure(s)

Chicago

RECORDATION NO. 14377 Filed 1425

JUL 20 1984 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

28th

March

This lease Agreement entered into as of the ~~9th~~ day of ~~January~~, 1984, by and between Chrome Crankshaft Locomotive Sales Co., a Delaware Corporation ("Lessor"), and LaSalle and Bureau County Railroad, ("Lessee") a Corporation.

WITNESSETH:

WHEREAS, the Lessee desires to lease from the Lessor and Lessor desires to lease to Lessee locomotive GP-7 R/N5897

WHEREAS, Lessor is the owner of such locomotive and desires to retain legal title to, and obtain a security interest in, such locomotive.

Now, therefore, in consideration of the mutual benefits to be derived and the conditions and promises herein contained, and intending to be legally bound hereby, Lessor and Lessee hereby adopt and approve this Agreement and agree as follows:

1. Said locomotive before delivery, shall be inspected by the Lessor and Lessee and statement made and jointly signed as to its condition with exception, if any, taken thereto. If any supplies shall be furnished with said locomotive, a memorandum thereof shall be made and signed by proper representatives of the parties hereto and attached to this contract, and such supplies or their equivalent in kind, or their value in money, shall be returned or paid to the Lessor by the Lessee when said locomotive is returned to the Lessor.

2. Said locomotive shall be accepted on the tracks at Chicago, Illinois, and shall be returned by the Lessee to Chrome Crankshaft Chicago Plant, upon termination of this agreement. Any reasonable and normal expense incurred by the Lessor in delivering said locomotive to the Lessee shall be paid by the Lessee

per JWC ~~January 1, 1983~~ *January 1, 1984* *JFS*

3. Commencing ~~January 1, 1983~~, Lessee agrees to pay to the Lessor for the use of said locomotive the rate of \$60.00 per calendar day. Rental payments shall be made promptly at the beginning of each calendar month with 1 month to be paid in advance of the shipment of the locomotive from Chicago.

4. The Lessee agrees to keep and maintain said locomotive in good and proper repair and condition, at its own cost and expense, and said locomotive shall be returned upon the termination of this Agreement to the Lessor in as good condition as when received, ordinary wear and tear excepted.

5. The Lessor or its authorized representative shall have the right at all times to inspect said locomotive and shall be given convenient access to the same by the Lessee in order that the Lessor may assure itself that said locomotive is being maintained and kept in a satisfactory manner. If said locomotive shall be destroyed or damaged to such an extent that in the judgment of the Lessor it cannot be repaired and put in a servicable condition, the Lessee hereby agrees to pay to the Lessor a fair market value of \$80,000.00 for said locomotive.

6. If the Lessee shall make default in any of the payments herein agreed to be made by it, or in any of the obligations or agreements to be made or fulfilled by it as herein provided, or if in the judgment of the Lessor said locomotive is not being maintained satisfactorily, the Lessor may at once take possession of said locomotive and thereupon this Agreement shall cease and terminate, but such termination shall not affect the payment of any sums which may be due or become due hereunder from the Lessee to the Lessor.

7. The Lessee, shall, in addition to the rental agreement provided above, also pay all state, local, sales, use and occupation taxes applicable to the rental of the locomotive as herein provided and it is understood and agreed that the same may be invoiced by the Lessor to the Lessee along with the regular daily rental as hereinabove provided.

8. Lessee will protect, indemnify, hold and save harmless the Lessor from and against all claims, demands, damages, suits, losses, costs, attorney fees, liability awards, judgments, and expenses of whatever nature or loss or damage to property or injury or death to persons resulting in any manner directly or indirectly from use or operation of the locomotive covered by this lease.

9. Lessee shall not sublet or loan the locomotives without prior express written consent of the Lessor.

10. Lessee shall maintain a record as required by the Lessor of all maintenance performed by it on the locomotive and shall submit such record for examination and reproduction by Lessor.

8/13
6/30
July
1
8/13

[Handwritten signature]

11. This Agreement shall remain in full force and effect for a minimum of ~~30~~ ³ months and after that date, and upon receipt of the ~~first~~ payment in full, title to said locomotive shall transfer from Chrome Crankshaft Locomotive Sales Co. to LaSalle and Bureau County Railroad. However, the Lessee may terminate this lease on ~~and only~~ ^{or before} on ~~June 30~~, 1984 if the Lessee does not want their lease to remain in effect for the full ~~30~~ ³ months and the Lessee does not want title to transfer from the Lessor to the Lessee. The Lessee must notify the Lessor of such termination in writing on or before ~~May 31~~, 1984. In addition, the Lessee must pay a lump sum lease settlement of \$20.00 per calendar day or \$3,640 if said lease is terminated on ~~June 30~~, 1984. ^{June 30} ^{July 31} ^{June 30}

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year shown above

Attest:

Chrome Crankshaft Locomotive Sales Company

By: *Stephen R. Meindl*
Stephen R. Meindl, Controller

By: *Lawrence J. Beal*
Lawrence J. Beal, Chairman

(Corporate Seal)

Attest:

LaSalle and Bureau County Railroad

By: *John W. Gohmann*

By: *John W. Gohmann*
John W. Gohmann, President

(Corporate Seal)

