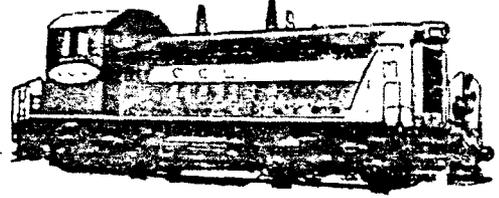


CHROME CRANKSHAFT LOCOMOTIVE SALES CO.

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

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

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



COMPLETE LOCOMOTIVE REBUILDING · SALES · SERVICE · PARTS

August 9, 1984

8/15/84

Interstate Commerce Commission
12th And Constitution Ave. N.W.
Washington, D.C. 20423

Attn: Ms. Mildred Lee, Room 230

REGISTRATION NO. 14405
Filed 1475
AUG 15 1984 3 13 PM
REGISTRATION NO. Filed 1425
INTERSTATE COMMERCE COMMISSION
Washington, D.C.
Re: I.C.C. Filing

Dear Ms. Lee:

Enclosed please find an original and a copy of two Lease Agreements 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: Transkentucky Transportation Railroad, Inc.
199 E. Main Street
Lexington, Ky. 40507

We are enclosing our check # 7667 in the amount of \$20.00 payable to the Interstate Commerce Commission, to cover the fee for filing and recording.

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

Very truly yours,

Stephen R. Meindl

SRM/ec

AUG 15 1984 - 2 10 PM

STATE OF ILLINOIS DEPARTMENT OF COMMERCE COMMISSION

This lease Agreement entered into as of the 1st day of MARCH 1984, by and between Chrome Crankshaft Locomotive Sales Co., a Delaware Corporation ("Lessor"), and Transkentucky Transportation Railroad, Inc. ("Lessee"), a Corporation.

WITNESSETH

WHEREAS, the Lessee desires to lease from the Lessor and Lessor desires to lease to Lessee Locomotive Traction, Slug, former L&N Road Number 2076 ("Slug").

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

NOW, THEREFORE, in consideration of the mutual benetifts 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 slug 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 slug, 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 if and when said slug is returned to the Lessor.

2. Said slug shall be accepted on the tracks at Silvis, Illinois, and shall be returned by the Lessee to Chrome Crankshaft Silvis Plant, upon termination of this agreement, if said termination is prior to receipt by Lessor of the 60th monthly payment in full. Any reasonable and normal expense incurred by the Lessor in delivering said slug to the Lessee shall be paid by the Lessee, if said termination is prior to receipt by lessor of the 60th monthly patment in full.

3. ^{Operable} Commencing on the first day of MARCH 1984 the month in which said slug is accepted at Silvis, Illinois, Lessee will pay to Lessor \$23.00 per day based on a 300 day year or \$575.00 for each calendar month.

4. The Lessee agrees to keep and maintain said slug in good and proper repair and condition, at its own cost and expense, and said slug shall be returned upon the termination of this Agreement to the Lessor in as good condition as when received, ordinary wear and tear excepted, if said termination is prior to receipt by Lessor of the 60th monthly payment in full.

Q.F. JTB

5. The Lessor or its authorized representative shall have the right at all times to inspect said slug and shall have been given convenient access to the same by the Lessee in order that the Lessor may assure itself that said slug is being maintained and kept in a satisfactory manner. If said slug shall be destroyed or damaged to such an extent that in the judgement of the Lessor it cannot be repaired and put in a servicable condition, the Lessee hereby agrees to pay a fair market price of \$27,000.00 for said slug.

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 if in the judgement of the Lessor which shall be based on reasonable maintenance standards used in the railroad industry, said slug is not being maintained satisfactorily, the Lessor may at once take possession of said slug and thereupon this Agreement shall cease and terminate, but such termination shall not affect the payment of any sums which may be 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 slug 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 herein above 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, judgements, and expenses of whatever nature of loss or damage to property or injury or death to persons resulting in any manner directly or indirectly from use or operation of the slug covered by this lease.

9. Lessee shall not sublet or laon the slug 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 slug and shall submit such record for examination and reproduction by lessor.

11. This agreement will remain in full force and effect for a minimum of 60 months and after that date, and upon receipt of the 60th payment in full, title to said slug shall transfer from Chrome Crankshaft Locomotive Sales Co. to Transkentucky Transportation Railroad, Inc.

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: *A. R. Meindl*
(Corporate Seal)

BY: *L. J. Best*

ATTEST

Transkentucky Transportation
Railroad, Inc.

BY: _____
(Corporate Seal)

BY: *O. J. Pinner Pres.*