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LAW OFFICES

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**ROSS & HARDIES**

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WASHINGTON, D.C. 20006-4103  
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SUSAN G. LICHTENFELD

November 20, 1997

VIA OVERNIGHT COURIER

Mr. Vernon A. Williams  
Secretary  
Office of the Secretary  
The Surface Transportation Board  
1201 Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Janice Fort, Room 2311

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11301(a) are three original executed copies and one photostatic copy of a Memorandum of Lease Agreement ("Memorandum"), dated as of November 8, 1997, between Citicorp Railmark, Inc. (the "Lessor"), Winchester & Western Railroad Company (the "Lessee") and Unimin Corporation (the "Guarantor"), which Memorandum is a primary document as defined in the Commissioner's Rules for the Recordation of Documents. The Memorandum is with respect to that certain Lease of Railroad Equipment and Guaranty Agreement (the "Lease"), dated as of November 8, 1997, between Lessor, Lessee and Guarantor.

The names and addresses of the parties to the enclosed Memorandum of Lease Agreement are:

Lessor: Citicorp Railmark, Inc.  
450 Mamaroneck Avenue  
Harrison, New York 10528

Lessee: Winchester and Western Railroad Company  
258 Elm Street  
New Canaan, Connecticut 06840

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Guarantor: Unimin Corporation  
258 Elm Street  
New Canaan, Connecticut 06840

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A to the Memorandum of Lease Agreement.

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

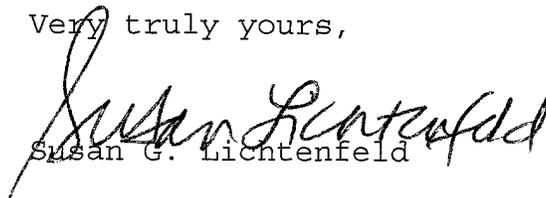
Kindly return two stamped original copies, the stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Lease Agreement, dated as of November 8, 1997, between Citicorp Railmark, Inc., as Lessor, Winchester and Western Railroad Company, as Lessee and Unimin Corporation as Guarantor, with respect to that certain Lease of Railroad Equipment and Guaranty Agreement, dated as of November 8, 1997.

Very truly yours,

  
Susan G. Lichtenfeld

SGL/vgc  
Enclosure  
cc: Robert W. Kleinman

MEMORANDUM OF LEASE AGREEMENT

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This Memorandum of Lease Agreement is made and entered into as November 8, 1997, among Citicorp Railmark, Inc. (hereinafter referred to as "Lessor"), Winchester and Western Railroad Company (hereinafter referred to as "Lessee"), and Unimin Corporation (hereinafter referred to as the "Guarantor"), respecting that certain Lease of Railroad Equipment and Guaranty Agreement, dated as of November 8, 1997, (the "Lease") among Lessor, Lessee and Guarantor.

Pursuant to the provisions of the Lease, Lessor, Lessee and Guarantor hereby acknowledge and affirm that:

1. For good and valuable consideration, Lessor is leasing to Lessee and Lessee is leasing from Lessor 223 100-ton 4000 c.f. covered hopper cars bearing the road marks and numbers set forth on Schedule A hereto (individually, a "Railcar" and collectively, the "Railcars").

2. The term of the Lease for any Railcar shall commence on November 8, 1997 and shall terminate seven years thereafter, on the 84th Rent Payment Date under the Lease, provided that the Lease may be sooner terminated as provided therein.

3. Lessor, Lessee and Guarantor further acknowledge and affirm that this Memorandum of Lease Agreement is not a summary of either the Lease nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor, Lessee and Guarantor hereby agree that in the event of a conflict between this Memorandum of Lease Agreement and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

LESSOR:

CITICORP RAILMARK, INC.  
By: Vassos Kyprianou  
Name: VASSOS KYPRIANOU  
Title: VICE PRESIDENT

LESSEE:

WINCHESTER AND WESTERN  
RAILROAD COMPANY  
By: Louis R. Mastandrea  
Name: Louis R. Mastandrea  
Title: Vice President/Traffic

GUARANTOR:

UNIMIN CORPORATION  
By: Kevin F. Crawford  
Name: KEVIN F. CRAWFORD  
Title: PRESIDENT & CEO

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER ) SS:

On this 19<sup>TH</sup> day of November, 1997 before me personally appeared VASSOS KYRIANOU, to me personally known, who being duly sworn, says that he is a VICE PRESIDENT of CITICORP RAILMARK, INC., a Delaware corporation, that said instrument was signed 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.

  
\_\_\_\_\_  
Notary Public

**ROBERT R. GOLDBERG**  
Notary Public, State of New York  
No. 4690571  
Qualified in Westchester County  
Commission Expires November 30, 1997

[NOTARIAL SEAL]

My Commission Expires:

STATE OF CONNECTICUT )  
 )  
COUNTY OF Fairfield ) SS: New Canaan

On this 17<sup>th</sup> day of November, 1997, before me personally appeared Louis R. Mastandrea, to me personally known, who being by me duly sworn, says that he is a Vice President / Traffic of WINCHESTER AND WESTERN RAILROAD COMPANY, a Virginia corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

**GEORGE J. KALAPOS, JR.**  
NOTARY PUBLIC  
My Commission Expires FEB. 28, 1999

STATE OF CONNECTICUT )

COUNTY OF Fairfield )

SS: New Canaan

On this 17th day of November, 1997, before me personally appeared Kevin F. Crawford, to me personally known, who being by me duly sworn, says that he is a President + CEO of UNIMIN CORPORATION, a Delaware corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[NOTARIAL SEAL]

**GEORGE J. KALAPOs, JR.**

My Comm. **NOTARY PUBLIC** Expires: **MY COMMISSION EXPIRES FEB. 28, 1999**

SCHEDULE A

223 100-ton 4000 c.f. covered hopper cars bearing the following road marks and numbers (all inclusive):

WW 3001 - WW 3050  
WW 3052 - WW 3090  
WW 3092 - WW 3225