



Norwest Equipment Finance, Inc  
Financial Center  
Suite 1510  
666 Walnut Street  
Des Moines, Iowa 50309  
515/245-3392

RECORDATION NO **16932** FEB 1985

June 21, 1990

**JUL 13 1990 - 11 10 AM**  
**INTERSTATE COMMERCE COMMISSION**

**JUL 13 11 02 AM '90**  
**MOTOR OPERATING**

Secretary of the Interstate  
Commerce Commission  
Washington, DC 20243

**0-194A010**

Re: Wilson Railway Corp. - Equipment Lease

Dear Sir:

Enclosed for filing is the original and one copy, each fully executed and acknowledged, of an equipment lease dated as of June 4, 1990, between Norwest Equipment Finance, Inc. as Lessor and Wilson Railway Company as Lessee covering two railroad locomotives.

Would you please record this lease in your office. Our check for \$15.00 payable to the ICC is enclosed.

The names and addresses of the parties to the transaction are as follow:

Lessor: Norwest Equipment Finance, Inc.  
Suite 120  
South Point Office Center  
1600 West 82nd Street  
Bloomington, MN 55431

Lessee: Wilson Railway Corp.  
901 Thomas Beck Road  
P.O. Box 697  
Des Moines, IA 50303-0697

The equipment covered by the lease consists of two railroad locomotives having serial nos. 5706 and 51E59. The locomotives were manufactured by the Electro Motive Division of General Motors. The Lessee has the option to purchase the equipment at the end of the lease for \$1.00.

When the enclosed equipment lease has been recorded, the original should be returned to me at our address shown above for the Lessor.

Very truly yours,

NORWEST EQUIPMENT FINANCE, INC.

By James F. Fetzer  
James F. Fetzer

Its Vice President

Interstate Commerce Commission  
Washington, D.C. 20423

7/17/90

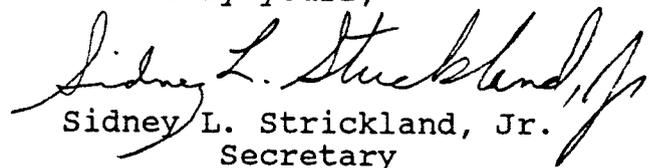
OFFICE OF THE SECRETARY

James F Fetzer  
Norwest Equipment Finance  
Financial Center  
Suite 1510 666 Walnut St.  
Des Moines Iowa 50309

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 7/13/90 at 11:10am , and assigned recordation number(s). 16932

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

16932

RECORDATION NO. \_\_\_\_\_ FILED 1425

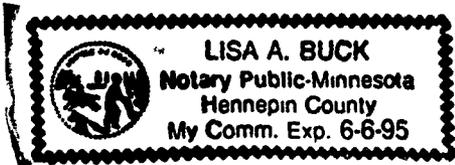
JUL 13 1990 -11 10 AM

INTERSTATE COMMERCE COMMISSION

Acknowledgment to Equipment Lease  
between Norwest Equipment Finance, Inc.  
as Lessor and Wilson Railway Corp.  
as Lessee

STATE OF MINNESOTA     )  
                                          )     ss.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me  
this 20 day of June, 1990, by Andrew Rupprecht,  
the Assistant Vice President of Norwest Equipment Finance, Inc.,  
a Minnesota corporation, on behalf of said corporation.



Lisa A. Buck  
Notary Public

STATE OF IOWA     )  
                                          )     ss.  
COUNTY OF POLK     )

The foregoing instrument was acknowledged before me  
this X 19th day of June, 1990, by X Lynn Sharp  
the X Vice President-Finance of Wilson Railway Corp., a/an  
X Iowa corporation, on behalf of said corporation.



Lina M. Cooper  
Notary Public



Norwest Equipment Finance, Inc  
 Suite 120  
 1600 West 82nd Street  
 Minneapolis, Minnesota 55431

Master  
 Lease.

Name and Address of Lessee

Wilson Railway Corp.  
 901 Thomas Beck Road  
 Des Moines, IA 50303-0697

Master Lease No 4474

16932  
 RECORDATION NO FILED 1425

JUL 13 1990 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

MASTER LEASE PROVISIONS

- 1 LEASE Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor for business or commercial purposes only the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth herein and in the related Supplement (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as the "Equipment") The lease of the items described in a particular Supplement shall be considered a separate lease pursuant to the terms of the Master Lease and the Supplement the same as if a single lease agreement containing such terms had been executed covering such items
- 2 TERM The term of this lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months from the rent commencement date shown in the related Supplement unless earlier terminated as provided herein The rent commencement date is the 15th day of the month in which all of the items of Equipment described in the related Supplement have been delivered and accepted by Lessee if such delivery and acceptance is completed on or before the 15th day of such month and the rent commencement date is the last day of such month if such delivery and acceptance is completed during the balance of such month In the event Lessee executes the related Supplement prior to delivery and acceptance of all items of Equipment described therein Lessee agrees that the rent commencement date may be left blank when Lessee executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date based upon the date appearing on the delivery and acceptance certificate signed by Lessee with respect to the last item of Equipment to be delivered
- 3 RENT Lessee shall pay as basic rent for the full term of this lease the amount shown in the related Supplement as Total Rent The Total Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon Lessee shall pay installments in advance and any security deposit each as shown in the related Supplement on the date it is executed by Lessee Subsequent installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period, provided, however that Lessor and Lessee may agree to any other payment schedule including irregular payments or balloon payments, in which event they shall be set forth in the space provided in the Supplement for additional provisions If the actual cost of the Equipment is more or less than the Total Cost as shown in the Supplement, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost Adjustments of 10% or less may be made by written notice from Lessor to Lessee Adjustments of more than 10% shall be made by the execution of a new Supplement reflecting the change in Total Cost and rent but otherwise being the same as the original Supplement
- 4 SECURITY DEPOSIT Lessor may apply any security deposit toward any obligation of Lessee under this lease and shall return any unapplied balance to Lessee without interest upon satisfaction of Lessee's obligations hereunder
- 5 WARRANTIES Lessee acknowledges that Lessor is not the manufacturer nor the manufacturer's agent Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF THE FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT Lessor shall be deemed to have fully performed its obligations under this Master Lease at the time the Equipment is delivered to and accepted by Lessee Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer vendor or carrier thereof should any item of Equipment for any reason be defective So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable to assign to Lessee without any recourse to Lessor any warranty received by Lessor
- 6 TITLE Title to the Equipment shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor The Equipment shall remain personal property regardless of its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty
- 7 LAWS AND TAXES (a) Lessee shall comply with all laws and regulations relating to the Equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction (b) Lessee and Lessor agree that this agreement is a lease for federal income tax purposes
- 8 INDEMNITY Lessee hereby indemnifies and agrees to save Lessor harmless from any and all liability and expense arising out of the ordering, ownership, use condition, or operation of each item of Equipment during the term of this lease, including liability for death or injury to persons, damage to property strict liability under the laws or judicial decisions of any state or the United States and legal expenses in defending any claim brought to enforce any such liability or expense
- 9 ASSIGNMENT Without Lessor's prior written consent Lessee will not sell assign sublet pledge, or otherwise encumber or permit a lien arising through Lessee to exist on or against any interest in this lease or the Equipment or remove the Equipment from its location referred to above Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Equipment without Lessee's consent Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor
- 10 INSPECTION Lessor may inspect the Equipment at any time and from time to time during regular business hours
- 11 REPAIRS Lessee will use the Equipment with due care and for the purpose for which it is intended Lessee will maintain the Equipment in good repair condition and working order and will furnish all parts and services required therefor all at its expense All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof

Dated as of June 4, 19 90

LESSEE Wilson Railway Corp.

NORWEST EQUIPMENT FINANCE, INC

By

*Olyn Sharp*

its

*(Vice) President - Finance*

By

*Andrew Procht*

its

*AVP-Credit*



Norwest Equipment Finance, Inc  
 Suite 120  
 1600 West 82nd Street  
 Minneapolis, Minnesota 55431

# Agreement of Sale and Amendment to Master Lease

Whereas Norwest Equipment Finance, Inc ("Norwest Equipment Finance") as lessor has leased certain equipment to the undersigned as lessee (the "Lessee") pursuant to Master Lease No 4474-400 dated as of June 4, 1990 (the "Lease"),

Whereas the equipment covered by the Lease is referred to herein as the "Equipment";

Whereas, in consideration of the execution of this Contract by the Lessee, Norwest Equipment Finance has agreed to sell the Equipment to the Lessee and the Lessee has agreed to purchase the Equipment from Norwest Equipment Finance subject to the terms and conditions of this agreement.

Now therefore the parties hereby agree as follows

- In addition to paying the Total Rent when and as due under the Lease, Lessee agrees to pay Norwest Equipment Finance \$ 1.00 on the expiration date of the Lease (the "Final Purchase Payment")
- Upon receipt of the Total Rent and the Final Purchase Payment by Norwest Equipment Finance, the Equipment shall be deemed transferred to Lessee at its then location Upon request by Lessee, Norwest Equipment Finance will deliver a bill of sale transferring the Equipment to Lessee Norwest Equipment Finance hereby warrants that at the time of transfer the Equipment will be free of all security interests and other liens created by Norwest Equipment Finance or in favor of persons claiming through Norwest Equipment Finance NORWEST EQUIPMENT FINANCE MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT
- Failure to pay the Final Purchase Payment when due shall constitute an "Event of Default" under the Lease
- The definition of "Lessor's Loss" in paragraph 18 of the Lease is hereby amended to read as follows  

"Lessor's Loss" as used in this paragraph is the unpaid balance of the Total Rent and other amounts payable by Lessee hereunder plus the Final Purchase Payment less the unearned portion of the finance charge as computed under the Rule of 78s as of the date of determination For this purpose, the term "Final Purchase Payment" means the amount defined as such in an Agreement of Sale and Amendment to Master Lease between Lessor and Lessee executed on or about the date this lease is executed, and the term "finance charge" means the excess of the Total Rent plus the Final Purchase Payment over the Total Cost of the Equipment

In addition, the third sentence of paragraph 18(b) of the Lease is amended to read "Lessee shall be entitled to any surplus and shall remain liable for any deficiency"
- Paragraph 12 of the Lease is amended so that the amount that Lessee must pay Lessor upon the occurrence of any events of loss referred to in Paragraph 12 of the Lease will be determined by applying the "Lessor's Loss" definition referred to in Paragraph 4 above, just as if the loss occurred because of an Event of Default  

In addition, the last sentence of Paragraph 12 of the Lease shall be amended to read "Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus"
- Lessee agrees to pay all sales and use taxes arising on account of the purchase and sale of this Equipment
- Notices and payments shall be sent to Norwest Equipment Finance, Inc at Suite 120, 1600 West 82nd Street, Minneapolis, Minnesota 55431
- Norwest Equipment Finance makes no representation with respect to the income tax consequences of this Agreement Norwest Equipment Finance will treat the Lease as a sale regardless of how the Lease is treated by Lessee
- Lessee may not assign, transfer or grant a security interest in Lessee's rights under this Agreement, and they are not transferable by will or the laws of descent and distribution or by other operation of law or subject to execution, attachment or similar process
- In the event there is more than one of the undersigned, all of the undersigned collectively are the Lessee hereunder, and the obligations of each of the undersigned hereunder are joint and several

Date June 4 19 90

Norwest Equipment Finance, Inc.  
 By Andrew Spacht

Its AVP-Credit

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Individual Lessee

Wilson Railway Corp.  
 Corporate or Partnership Lessee

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Individual Lessee

By X Lynn Sharp

Its X Vice President - Finance



Norwest Equipment Finance, Inc  
 Suite 120  
 1600 West 82nd Street  
 Minneapolis, Minnesota 55431

# Supplement to Master Lease

Master Supplement Number

4474-400

Name and address of lessee

Wilson Railway Corp.  
 901 Thomas Beck Road  
 Des Moines, IA 50303-0697

This is a Supplement to the Master Lease identified above between Lessor and Lessee (the "Master Lease") Upon the execution and delivery by Lessor and Lessee of this Supplement, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the Equipment described below upon the terms and conditions of this Supplement and the Master Lease

EQUIPMENT DESCRIPTION

Quantity	Serial number	Type and model number
2		1960 SW 1200 locomotive switch engines; Wilson Railway Corp. Units 2 and 55.

Location of equipment (if different from Lessee's address)

USX Corporation - USS Division; Fairless Hills, PA 19030

Rent commencement date	SCHEDULE OF PAYMENTS		
	Basic rental payment	Number of installments	Advance payments
June 15, 1990	\$3,370.00 <small>plus applicable sales or use tax</small>	36	<del>First and last</del> payments due on signing this Lease
Term in months from rent commencement date			
Thirty-six (36)			
Rental payment period (check one)	TOTAL COST	\$ 100,000.00	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually	TOTAL RENT	\$ 121,320.00	
<input type="checkbox"/> Quarterly <input type="checkbox"/> Other—see additional provisions	SECURITY DEPOSIT	\$ N/A	
<input type="checkbox"/> Semi-Annually			

Additional provisions

DELIVERY AND ACCEPTANCE CERTIFICATE

TO NORWEST EQUIPMENT FINANCE, INC

All of the equipment described above (the "Equipment") has been delivered to us pursuant to the Master Lease referred to above (the "Master Lease") and we hereby accept the Equipment and agree that the Equipment is now subject to the Master Lease

Dated X June 4, 19 90

Lessee Wilson Railway Corp.

By X Olyn Sharp

Its X Vice President - Finance