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4445 Commerce St.
Evansville, IN 47710
(812) 424-2916
FAX (812) 424-1022

Interstate Commerce Commission
12th & Constitution Avenue, N W
Washington, DC 20423
Attn: Vernon Williams, Secretary of Commission
Room 2311

RECORDED IN FILE 18427-A

SEP 22 1995 - 10 22 AM

September 18, 1995

INTERSTATE COMMERCE COMMISSION

Dear Vernon

Please accept this letter as our request to release the recorded ICC Filing listed below. We would like to "completely release" the Lessee (Indiana Hi-Rail Corp) as they have met any and all obligations to the Lessor (Ameri-Lease, Inc) regarding the Equipment Lease Agreement.

LESSOR: Ameri-Lease, Inc
4445 Commerce Street
Evansville, IN 47710
812-424-2916 (phone)
812-424-1022 (fax)
Contact: Bill Vieth

LESSEE: Indiana Hi-Rail Corp
R R # 1
State Road 1 North
Connersville, IN 47331
317-825-0349 (phone)
317-825-0453 (fax)
Contact: Jim Owen

RECEIVED THE OFFICE OF THE SECRETARY
SEP 22 10 27 AM '95
LENNING-BASCH

EQUIPMENT LEASE AGREEMENT # 0571

ORIGINAL ICC FILING #: 18427

ORIGINAL ICC FILING DATE: Oct 4, 1993

RELEASE TYPE: COMPLETE RELEASE

As per your instructions we have enclosed a copy of the original filing documents, this transmittal letter and the \$21 00 ICC Filing Fee. If we can be of any further assistance, please feel free to contact me at your convenience. Thank you for your time and efforts regarding this matter.

Sincerely,

William G Vieth
William G Vieth
Vice-President
Ameri-Lease, Inc

9-18-95

Karen M. Belwood
Karen M. Belwood

ENC Copy of Equipment Lease Agreement # 0571
Ck # 1935, \$21 00 (Filing Fee)

KAREN M BELWOOD
NOTARY PUBLIC STATE OF INDIANA
POSEY COUNTY
MY COMMISSION EXP JUNE 30,1997



Interstate Commerce Commission
Washington, D.C. 20423-0001

9/22/95

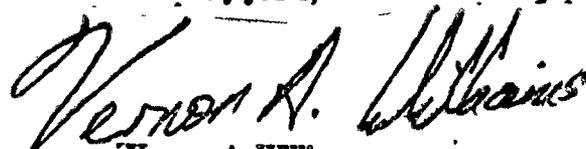
Office Of The Secretary

William G. Vieth
Vice President
Ameri-Lease, Inc.
4445 Commerce Street
Evansville, IN 47710

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 9/22/95 at 10:25AM, and assigned recordation number(s). 18427-A.

Sincerely yours,

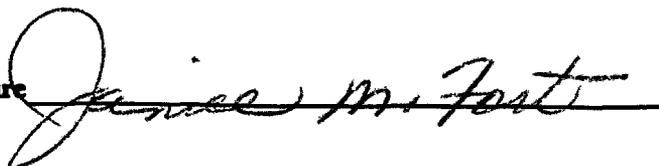

Vernon A. Williams
Secretary

Enclosure(s)

(0100786077)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature





Ameri-Lease, Inc.
 4445 Commerce Street
 Evansville, IN 47710
 812-424-2916
 Fax: 812-424-1022

RECORDATION NO 18427 FILED 1992
 SEP 27 1995 - 10 25 AM
 INTERSTATE COMMERCE COMMISSION

0571

Equipment Lease Agreement

18427
 FILED
 OCT 4 1993 - 12 30 PM
 INTERSTATE COMMERCE COMMISSION

Name and Address of Lessee

Full Legal Name of Lessee INDIANA HI-RAIL CORPORATION
 Street Address S.R. 1 North
 City Connersville State IN Zip 47331
 County _____ Township _____

Billing Address of Lessee

Name Indiana Hi-Rail Corp. Phone 317-825-0349
 Street Address R.R. 1
 City Connersville State IN Zip 47331

Equipment Location, If Other Than Address of Lessee

Indiana Hi-Rail Corp.
1601 West Allen Lane
Evansville, IN

Quantity	Item Description	Model Number	Serial Number	Equipment Cost
	*** See attached <u>EXHIBIT A</u> ***			\$ 300,000.00

INITIAL LEASE TERM	MONTHLY PAYMENT	+ APPLICABLE TAXES	= TOTAL MONTHLY PAYMENT	ADVANCE PAYMENT		
				DEPOSIT	First Month's Payment	TOTAL (Attach Check)
36 months	\$ 10,036.09	N/A	\$ 10,036.09	\$ 10,036.09	\$ 10,036.09	\$ 20,072.18

Additional Provisions
 Sales Tax Exempt # 351495217-001-6
 \$ 1.00 Buyout at end of lease term.

Agreements:

Lessor and Lessee, each intending to be bound by the terms of this Lease Agreement, including those set forth on the reverse side hereof, have caused this Agreement to be executed as of the dates set forth below. (This Lease Agreement contains provisions which are set forth on the reverse side.) and Amendments made to this Lease Agreement.

Lessor: Ameri-Lease, Inc.
 Signature William M. Voeth Title VP
 Date 10-23-92

Lessee: INDIANA HI-RAIL CORPORATION
 Signature [Signature] Title Treasurer
 Date Oct 23 1992

Guaranty

The undersigned Guarantors (jointly and severally if more than one) unconditionally guarantee the prompt payment when due, whether by acceleration or otherwise, of each monthly Lease payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantors hereunder, Lessor shall not be required, first to (a) given Guarantors notice of Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of rent and may extend the terms of this Lease Agreement without defeating or diminishing this continuing guaranty. This is a guarantee of payment and not of collection.

The Guarantors acknowledge the execution of this guarantee is a material part of the consideration upon which Lessor relies in consummating this Lease Agreement and that this guarantee is executed as an inducement to the Lessor to consummate the Lease Agreement.

By (Signature) _____ Date _____
 By (Signature) _____ Date _____



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EQUIPMENT LEASE AGREEMENT

Terms and Conditions - Amendments

The following changes are executed to the "Terms and Conditions" section of the Equipment Lease Agreement # 0571. This section is located on the reverse side of the Equipment Lease Agreement. The changes are as follows:

Section #12 - Loss or Damage

Delete subsection (b) in its entirety and replace with the following statement: "(b) the present value of the amount of all the unpaid lease payments with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment," plus...

Section #18 - Remedies

In the first paragraph delete subsection (b) in its entirety and replace with the following statement: " (b) the present value of the amount of all unpaid rent for the balance of the term of this Lease Agreement to become after such date," plus...

Section #18 - Remedies

Add to the end of the second paragraph the following statement: "The Lessor will grant the Lessee a seven (7) day 'grace' period to cure the Event of Default. This period will begin after notice thereof from Lessor".

AMERI-LEASE, INC.

INDIANA HI-RAIL CORPORATION

By: William M. Veith

By: [Signature]

Dated: 10-23-92

Dated: Oct 23, 1992



0571

Ameri-Lease, Inc.
4445 Commerce Street
Evansville, IN 47710
812-424-2916
Fax: 812-424-1022

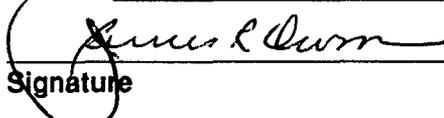
Quantity	Item Description	Model Number	Serial Number	Equipment Cost
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*** See attached EXHIBIT A ***

Delivery and Acceptance Certificate

The undersigned hereby certifies that all the Equipment described in this Equipment Lease Agreement between Ameri-Lease, Inc. and the undersigned has been furnished, that delivery and installation of this Equipment has been fully completed as required, and that it has been accepted by the undersigned as satisfactory. Further, all conditions, and terms of said Equipment Lease have been reviewed and acknowledged.

Lessee: INDIANA HI-RAIL CORPORATION S.R. 1 North / R.R. 1 Connersville, IN 47331

 Treasurer
Signature Title

Date of Acceptance Oct 23 1992



4445 Commerce St.
Evansville, IN 47710

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EXHIBIT A

UNIT # 342

Model: GP-7U
Heritage: ATSF 2006
Rebuilt: Cleburn 1981
Engine: 567 BC
Air: 6 BL
Horsepower: 1500
Main Generator: D-22
Traction Motors: 4 X D67

UNIT # 343

Model: GP-7U
Heritage: ATSF 2223
Rebuilt: Cleburn 1981
Engine: 567 BC
Air: 26-C
Horsepower: 1500
Main Generator: D-22
Traction Motors: 4 X D67

UNIT # 344

Model: GP-7U
Heritage: ATSF 2225
Rebuilt: Cleburn 1981
Engine: 567 BC
Air: 26-C
Horsepower: 1500
Main Generator: D-22
Traction Motors: 4 X D67

UNIT # 345

Model: GP-7U
Heritage: ATSF 2226
Rebuilt: Cleburn 1981
Engine: 567 BC
Air: 26-C
Horsepower: 1500
Main Generator: D-32
Traction Motors: 4 X D67

UNIT # 347

Model: GP-7U
Heritage: ATSF 2203
Rebuilt: Cleburn 1981
Engine: 567 BC
Air: 26-C
Horsepower: 1500
Main Generator: D-22
Traction Motors: 4 X D67