

**JOHN D. HEFFNER, PLLC**

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RECORDATION NO. 24626-J FILED

JAN 06 '06

5-00 PM

**SURFACE TRANSPORTATION BOARD**

January 6, 2006

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 the following document which has been signed and notarized:

A Collateral Assignment of Locomotive Lease Agreement  
dated December 27, 2005, a primary document

The names and addresses of the parties to the enclosed documents are:

Assignor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Assignee: LaSalle Bank National Association  
135 So. LaSalle Street  
Chicago, IL 60603

A description of the railroad equipment covered by the enclosed document is:

All railroad cars, locomotives, or other rolling stock or accessories used on such railroad cars, locomotives or other rolling stock, as may be further described in Schedule 1, to the Collateral Assignment Agreement and in the attached leases identified as Exhibit A thereto.

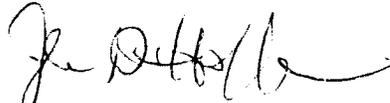
A short summary of the document to appear in the index is:

"Collateral Assignment of Locomotive Lease Agreement"

I am also enclosing one check for \$33 payable to the Surface Transportation Board to cover the required recordation fees.

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "John D. Heffner".

John D. Heffner

Enclosure

cc: Daniel Strzalka, Esq.  
Robert Loewer, Esq.

**COLLATERAL ASSIGNMENT OF  
LOCOMOTIVE LEASE AGREEMENTS**

SURFACE TRANSPORTATION BOARD

**THIS COLLATERAL ASSIGNMENT OF LOCOMOTIVE LEASE AGREEMENTS** (this "**Assignment**") is dated as of December 27, 2005 and is made by National Railway Equipment Co., an Illinois corporation (the "**Company**"), to and in favor of LaSalle Bank National Association (the "**Lender**").

**WHEREAS**, Since August 31, 2004, the Company has entered into each of the Locomotive Lease Agreements listed on Schedule 1 hereto (each a "**Lease**" and collectively, the "**Leases**"), true copies of such Locomotive Lease Agreements (or Memoranda of Leases accurately describing such Locomotive Lease Agreements which include all information required by the Surface Transportation Board for the perfection of the security interests granted hereby), which are attached hereto as Exhibit A through Exhibit , and certain instruments, documents and agreements pursuant thereto for the lease of certain locomotive inventory owned by Company as more fully set forth in the Leases;

**WHEREAS**, Company is party to that certain Second Amended and Restated Loan and Security Agreement of even date herewith by and among Company, NREC Power Systems, Inc, a Louisiana corporation, NRE Wheelworks, Inc., an Illinois corporation, N.R.E. Acquisition Co., L.L.C., a Kentucky limited liability company, NRE-ALCO Locomotives of Canada, Inc., an Illinois corporation, ALCO Locomotive Company, an Illinois corporation, NRE-ALCO Locomotives of Canada Co., a Nova Scotia unlimited liability company (collectively, the "**Borrowers**") and the Lender (as further amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

**WHEREAS**, as a condition to the making of Loans and the issuance of Letters of Credit under the Loan Agreement and as security for all of the Liabilities of Borrowers under the Loan Agreement, Lender is requiring that Company execute and deliver this Assignment and grant the security interests contemplated hereby; and

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, Company hereby agrees with Lender as follows:

1. Collateral Assignment. For the purpose of securing all of Company's Liabilities to Lender under the Loan Agreement, Company does hereby collaterally assign and transfer to Lender, and grants a security interest to Lender in, all right, title and interest of Company in, to and under (a) each Lease, (b) all of Company's rights in, under and pursuant to each Lease, including, but not limited to, any and all rights to compensation thereunder, whenever arising or coming into existence and (c) all cash and non-cash proceeds of the foregoing, as collateral security for the payment in full of all of the Liabilities.

2. Lender not Obligated under Leases. Notwithstanding the foregoing, Company expressly agrees that it shall remain liable under each Lease to perform all of the conditions and obligations provided therein to be observed and performed by it, and neither this Assignment nor

any action taken hereunder shall cause Lender to be under any obligation or liability in any respect to any party to such Lease including, without limitation, the lessee thereunder, for the performance or observance of any of the representations, warranties, conditions, covenants, agreements or other terms of such Lease.

3. Lender may Enforce Rights under Leases. Upon the occurrence of an Event of Default, Lender may enforce, either in its own name or in the name of Company, all rights of Company under each Lease, and may (a) enforce any rights of Company under such Lease in accordance with the terms thereof, (b) compromise or settle any disputed claims as to rights of Company under such Lease, (c) give releases or acquittances of rights of Company under such Lease or (d) do any and all things necessary, convenient or proper to fully and completely effectuate the collateral assignment of the rights of Company under such Lease pursuant hereto.

4. Further Assurances. Company agrees that at any time or from time to time, upon Lender's request, it will execute and deliver to Lender such further documents and do such other acts and things as Lender may request in order to further effect the purposes of this Assignment, including, without limitation, (a) the filing or recording of this Assignment (or any schedule, amendment or supplement thereto) with the Surface Transportation Board or (b) the filing of a financing or continuation statement with respect hereto with the Illinois Secretary of State, each in accordance with the applicable laws. Company hereby authorizes Lender to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto without the signature of the Company), and Lender's costs and expenses with respect thereto shall be payable by Company on demand. In the event any action is brought by Lender to enforce any rights of Company under the Loan Agreement in accordance with the terms thereof, Company will cooperate with and assist Lender, at Company's sole cost and expense, in the prosecution thereof.

5. Representations and Warranties. Company hereby represents and warrants with respect to each Lease that (a) such Lease is in full force and effect and is enforceable in accordance with its terms without amendment or modification, (b) no default or condition which, with the giving of notice or the passage of time or both would constitute a default, exists under such Lease, (c) Company has not assigned or pledged or otherwise encumbered such Lease and (d) such Lease has been properly recorded with the Surface Transportation Board in accordance with the applicable laws.

6. Covenants. Company hereby covenants and agrees with respect to each Lease that (a) it will not assign, pledge or otherwise encumber any of its right, title or interest under, in or to such Lease, to anyone other than Lender, its successors and assigns, (b) it will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of such Lease or this Assignment, (c) it will not, outside of the ordinary course of Company's business, without prior written consent of Lender, enter into any agreement amending, supplementing or modifying such Lease, (d) it will not, outside of the ordinary course of Company's business, without the prior written consent of Lender, waive any obligation of any party to such Lease, (e) it will not, outside of the ordinary course of Company's business, consent or agree to any act or omission to act on the part of any party to such Lease which, without such consent or agreement, would constitute a default thereunder, (f) it will exercise

promptly and diligently each and every right which it may have under such Lease (except for the right to terminate) and (g) it will deliver to Lender a copy of each demand, notice, communication or document (except for those received in the ordinary course of business and not relating to the amendment or termination thereof, or the default thereunder by any party) delivered to it in any way relating to such Lease. Notwithstanding the foregoing, Company shall not take any action with respect to any Lease or any other Locomotive Lease which has been utilized for purposes of calculating the Term Loan Valuation or the Borrowing Base, if the effect of such action or the aggregate effect of all such actions reduces the Net Present Value of the lease payments due under the Leases and the Locomotive Leases by more than \$50,000.00.

7. Power of Attorney. Company hereby constitutes and appoints Lender, its successors and assigns, Company's true and lawful attorney, irrevocably, with full power (in the name of Company or otherwise), upon the occurrence and continuance of any Event of Default under the Loan Agreement to file any claims or take any action at law or in equity or as Lender may otherwise deem appropriate or to be necessary or advisable in respect of each Lease. This power of attorney is coupled with an interest and shall be irrevocable so long as there are any outstanding Liabilities.

8. Final Agreement. This Assignment is supplemental to the Loan Agreement and Lender shall be entitled to have all rights and remedies herein and therein, cumulatively.

9. Amendment. This Assignment may only be amended by a writing executed by the party to be bound by the amendment.

10. Choice of Law. This Assignment shall be governed by the internal laws of the state of Illinois (excluding, however, conflict of law principles).

11. Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

12. Counterparts. This Assignment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed under seal by its duly authorized officer on the day and year first written above.

NATIONAL RAILWAY EQUIPMENT  
CO.,  
an Illinois corporation

By: L. J. Beal  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

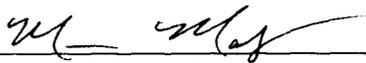
STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF \_\_\_\_\_  )

On this 22 day of December, 2005, before me personally appeared Lawrence Beal, to me personally known, who being by me duly sworn, says that he is the President of National Railway Equipment Co., that the foregoing instrument was signed on behalf of said company and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Joan Chambers  
My commission expires: June 13, 2006

**LENDER:**

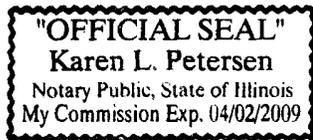
LASALLE BANK NATIONAL ASSOCIATION

By:   
Name: Marcus Montanye  
Its: First Vice President

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF Lake COOK        )

On this 27<sup>th</sup> day of December 2005, before me personally appeared Marcus Montanye, to me personally known, who being by me duly sworn, says that he is a First Vice President of LaSalle Bank National Association, that the foregoing instrument was signed on behalf of said bank and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC:   
My commission expires: 4-2-09



**SCHEDULE 1**

Locomotive Lease Agreements

**EXHIBIT A**

**Locomotive Lease Agreement or Memorandum of Lease Agreement  
[more exhibits to be added as needed]**

SCHEDULE 1

LEASE SCHEDULE WITH ADDRESS  
 NATIONAL RAILWAY EQUIPMENT CO INC  
 MONTHLY LEASE BILLING  
 12/05/05

CUSTOMER	UNIT #	OLD NO.	TYPE	START DATE	STOP DATE	DURATION	PI
<b>6431 ALBANY &amp; EASTERN</b> 1784 S. Main St Lebanon OR 97355	2001	1785	GP38	06/02/02	06/01/09	7 YRS	
	2002	1792	GP38	06/02/02	06/01/09	7 YRS	
<b>6488 ALCOA WORLD ALUMINA</b> <i>Jalmar Co</i> PO BOX 23691 NEW ORLEANS LA 70130	1989		GP39-AC	09/21/03	09/20/08	5 YRS	
<b>5915 ALLEGHENY VALLEY RAILROAD</b> 25 S. Broadway Scottsdale PA 15683	2671		SW-1500	04/05/04	04/04/07	3 YRS	
	2627		SW-1500	11/01/05	11/01/08	3 YRS	
<b>6460 APM (IMSA)</b> Ave. Churubusco #1000 Monterrey NL CP 64560 Mexico	112		SW1200	10/15/01	06/14/07	68 mos	
	108		SW1200	10/15/01	06/14/07	68 mos addendum	
<b>6460 APM (IMSA)</b> See above	2113 replaced 1255		SW1200	05/01/03	12/30/08	68 mos addendum	
<b>7548 BOLTON'S CROWN QUALITY</b> c/o Dr. L. Jack Bolton 1151 N. Buckner Blvd. #406 Dallas TX 75218	118			05/25/05	05/24/10	5 yrs	
	1005			05/28/05	05/27/10	5 yrs	
<b>7496 BOOKER HARRIS</b> 18729 OAKWOOD AVE COUNTRY CLUB HILLS, IL 60478	1993		B23-7	08/01/05	STORAGE	STORAGE	
<b>7523 BORDER PACIFIC RAILROAD</b> PO Drawer 156 Rio Grande City, TX 78582-0156	98 BOP	2258	GP-9	02/16/05	02/15/10	5 yrs	
<b>5493 BORDER STEEL</b> Attn: Accts Payable PO Box 12843 El Paso TX 79912	2543		SW1500	03/22/03	03/21/06		
				extended to March 2006, waiting replacement locomotive			
<b>5869 CAMP CHASE IND RAILROAD</b> PO BOX 127 Vernon PA 15147	8725		GP-11 IN PROCESS			2 yrs	
<b>7403 CATTRON-THIEMEG</b> 58 W. Shenango St Sharpsville PA 16150	638		GP40-2	06/20/05	06/19/08	3 yrs	

LEASE SCHEDULE WITH ADDRESS  
 NATIONAL RAILWAY EQUIPMENT CO INC  
 MONTHLY LEASE BILLING  
 12/05/05

CUSTOMER	UNIT #	OLD NO.	TYPE	START DATE	STOP DATE	DURATION	
<b>5790 CITY OF TACOMA</b> Public Works Dept - Const Div 747 Market St, Room 332 Tacoma WA 98402	3000	3065	SD40	07/01/02	06/30/09	7 YRS	
<b>7531 CORN PRODUCTS INT'L, INC</b> Attn: Accts Payable 5 Westbrook Corporate Center Westchester, IL 60154	75 syrup cars	CCLX		12/01/04	11/30/08	4 yrs	
				4341,4343,4346,4347,4351,4353,4354,4355,4360,4365,4369,4373,4374,4375,4378,4380,4384,4396 4401,4408,4414,4415,4416,4417,4418,4421,4422,4423,4424,4425,4426,4427,4429,4431,4432,4433 4440,4441,4442,4443,4444,4445,4452,4455,4456,4458,4460,4462,4463,4464,4465,4468,4469,4470 4483,4486,4493,4496,4497,4499,4500,4503,4507,4508,4512,4515			
<b>7510 FORMOSA PLASTICS</b> Accounting Dept PO Box 700 Point Comfort, TX 77978	2034		SD-20	07/05/05	01/05/08	30 MOS	
<b>04-6521 GREAT CANADIAN RAILTOUR CO Ltd</b> Rocky Mountaineer 100-1150 Station St Vancouver B.C. V6A 2X7	9960 9963		GP40-2 IN PROCESS GP40-2 IN PROCESS			7 yrs 7 yrs	
<b>5430 HOLCIM SOLD LEASE</b> Do No Mail - Lease Sold	128 129		SW900 SW800	04/03/00 04/03/00	04/02/07 04/02/07	7 YRS 7 YRS	
<b>5130 IHB #3 **SOLD LEASE</b> Indiana Harbor Belt Railroad Do Not Mail - Lease Sold	3862		SD38-2	10/01/01	10/01/08	7 YRS	
<b>5130 IHB #4</b> <b>Indiana Harbor Belt Railroad</b> Comptroller - Desk M 2721 - 161st Street Hammond IN 46323-1099	2922 2923	2027 2031	SD20 SD20	01/15/03 01/15/03	06/01/07 06/01/07	53 MOS 53 MOS	
<b>5130 IHB #5</b> same as above	2924	2035	SD20	04/01/03	06/01/07	50 MOS	
<b>5130 IHB #6 RENEWAL</b> same as above	2256 2272		SW1200 SW1200	04/01/03 04/01/03	06/01/07 06/01/07	50 MOS 50 MOS	
<b>5130 IHB #7 RENEWAL</b> same as above	2925	2037	SD20	11/01/03	06/01/07	50 MOS	

LEASE SCHEDULE WITH ADDRESS  
 NATIONAL RAILWAY EQUIPMENT CO INC  
 MONTHLY LEASE BILLING  
 12/05/05

CUSTOMER	UNIT #	OLD NO.	TYPE	START DATE	STOP DATE	DURATION
<b>5113 ISPAT INLAND STEEL #7</b> Accts Payable PO Box 261249 Plana TX 75026-1249	155	1215	SW1200	12/22/04	12/21/10	6 Y
<b>5113 ISPAT INLAND STEEL #4</b> same as above ***Units did not arrive as scheduled but customer paid full month of Oct 2003 Unit 152 due back 10/31/09 Unit 153 due back 10/21/09 with no additional billing past 9/30/09	152		SW1200	10/01/03	09/30/09***	6 Y
	153		SW1200	10/01/03	09/30/09***	6 Y
<b>5113 ISPAT INLAND STEEL #6</b> same as above <b>09/09/05 extended 600 days</b>	1435		SW14	05/26/04 09/09/05	<b>extended</b> 05/02/07	SHORT TERM bill in arrears
<b>7577 MARQUETTE RAIL LLC</b> 4916 West US 10, PMB 120 Ludington MI 49431  see lease for rate change if extended	2903		GP50	11/02/05		120-180 DA
	2911		GP50	11/02/05		120-180 DA
	2933		GP50	11/02/05		120-180 DA
	2935		GP50	11/02/05		120-180 DA
	2939		GP50	11/02/05		120-180 DA
	2943		GP50	11/02/05		120-180 DA
<b>5828 MINERAL RANGE STORAGE</b>	515,16,18,21	cust owned	N/A	04/09/03		MO TO MO
<b>5820 NORFOLK SOUTHERN RAILWAY</b> Attn: Sydney Shaner 185 Spring St Atlanta GA 30303	19 SD40-2 UNITS					
	3928, 5475	7378, 8250	9308, 9385		12/31/06	
	5476, 5479	8251, 8387	9402		12/31/06	
	6475, 7343	8680, 8685			12/31/06	
	7353, 7363	8695, 9294			12/31/06	
<b>5736 PACIFIC HARBOR</b> 340 Water Street Wilmington CA 90744	2026		SD20	10/01/04	05/21/07	32 n
	2036		SD20	10/01/04	05/21/07	32 n
	2032		SD20	10/01/04	05/21/07	32 n
	<b>amended lease 10/01/04</b>					
<b>6389 POINT COMFORT - 7250</b> Rail America Attn: Roger Robinson 5300 Broken Sound Blvd NW Boca Raton FL 33487	7250		GP40-2	08/23/04	08/22/05	1 Y
	replaced unit 5979			<b>7250 replaced 5979 - problems when rec'd, delayed start date</b> changed mailing address per R Robinson 11/28/05 email continue billing - month to month until further notice - per J Wurtz er		

LEASE SCHEDULE WITH ADDRESS  
 NATIONAL RAILWAY EQUIPMENT CO INC  
 MONTHLY LEASE BILLING  
 12/05/05

CUSTOMER	UNIT #	OLD NO.	TYPE	START DATE	STOP DATE	DURATION	P
<b>7421 RAIL POWER SERVICE CO</b> 23510 47TH AVE E SPANAWAY WA 98387	3537		SW-1200	03/15/04	03/15/07	3 YRS	
<b>7484 Railtex</b> 4040 Broadway Suite 200 San Antonio TX 78209	5848 770 784		SD40-2 SD40-2 SD40-2	11/01/05 11/01/05 11/01/05		Month to Month Month to Month Month to Month	
<b>5806 Rock &amp; Rail</b> 3655 Outwest Dr Colorado Springs, CO 80901	201 RRRR	7249	GP40-2	12/01/04	11/30/09	5 yrs	
<b>7468 SEAPAC</b> 23 Industrial Park Road Eddyville KY 42038	1405		SW1500	01/12/04	01/11/09	5 YRS	
<b>6006 SOUTHERN CALIF CSA</b> Attn: Chris Olson 22 East Dundee Road Suite 22 Barrington IL 60010	3076		GP40	12/01/00	11/30/06	6 YRS	
<b>5735 SOUTHWESTERN RAILWAY</b> PO Box 126 310 N Diaz Hurley NM 88043	3000 677 3134 9710 9964 3588 3776 3819 3910		GP40 GP40 GP40 GP40 SD40-2 SD40-2 SD40-2 SD40-2	05/15/02 05/09/05 11/01/04 12/15/04 11/22/04 11/01/04 11/01/04 11/01/04 11/01/04	05/14/08 05/08/12 10/31/11 12/14/11 11/21/11 10/31/11 10/31/11 10/31/11 10/31/11	6 YRS 7 YRS CSA 7 YRS CSA	
<b>7578 STATE LINE ENERGY</b> ATTN: Accts Payable P O Box 687 Hammond IN 46325-0687	2902		GP50	<del>11/17/05</del>	<del>06/15/06</del>	210 days	
Note: This lease is to cover the time it takes to prep a GP10 they purchased Commssion schedule for 12/05/05							
<b>5073 TENNESSEE VALLEY AUTHORITY</b> ANNE D. MORGAN, PROC. AGENT Accounts Payable PO Box 15500 Knoxville, TN 37901-5500	8748 8749		GP11 GP11	08/01/05 08/01/05	07/31/08 07/31/08	3 YRS 3 YRS	
includes N-Force System and maintenance, excludes water, sand, fuel, loco fluids, wheel and consumables. Has early termination penalty of \$4475 per unit delivered to <b>Paradise Fossil Plant</b> - Drakesboro KY 42337							
<b>04-6517 THUNDER RAIL</b> p o Box 328 Arborfield SK S0E 0A0	2004		ALCO M420			48 MOS	
shipped , waiting delivery date to start lease							



LEASE SCHEDULE WITH ADDRESS  
 NATIONAL RAILWAY EQUIPMENT CO INC  
 MONTHLY LEASE BILLING  
 12/05/05

CUSTOMER	UNIT #	OLD NO.	TYPE	START DATE	STOP DATE	DURATION
<b>CLOSED 2005</b>						
<b>5915 ALLEGHENY VALLEY RAILROAD</b>	2531		SW-1500	Shipped from Colts Neck 2/17/05 problems in transit - needs repair		3 YRS
<b>7510 FORMOSA PLASTICS</b>	5979		SD40-2	08/01/04	<b>11/30/04</b> replaced by 7250	120 days
<b>7443 THE RAILROAD CO</b> West VA Southern Railway Co Accts Payable PO Box 603 Hurricane WV 25526	1442		SW14	08/11/03	02/10/04	month to month
	7264		GP40-2 to GP38-2	In process at Silvis 06/07/05		CANCELLED - CO BO
	1407		1407 Rate changed to 125/ day GP-9	02/07/05		month to month
<b>7484 Railtex</b> 4040 Broadway Suite 200 San Antonio TX 78209  <b>CLOSED</b>	5417		SD40-2	03/09/05	09/09/05	6 MOS
	5425		SD40-2	03/09/05	09/09/05	6 MOS
	5426		SD40-2	03/09/05	09/09/05	6 MOS
	770		SD40-2	03/11/05	09/11/05	6 MOS
	784		SD40-2	03/11/05	09/11/05	6 MOS
	5848		SD40-2	03/11/05	09/11/05	6 MOS
<b>7431 R. J. CORMAN RAILROAD</b> P O Box 788 Nicholasville KY 40340-0788	1407		GP-9		CLOSED	90 days
	1442		SW-14		CLOSED	90 days
<b>6365 WESTCAN RAIL LTD</b> <b>GREAT WESTERN RAILWAY</b> 31220 South Fraserway Abbotsford British Columbia V2T 6L5	2000		ALCO	05/21/04	05/20/06	2 YRS
	2001		ALCO	05/21/04	05/20/06	2 YRS BOUGHT OUT EARLY

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462

RECORDATION NO. 24387 **MSD**

APR 02 '03 10:00AM

**SURFACE TRANSPORTATION BOARD**

Richard F. Loritz

(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

March 21, 2003



Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001

Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Albany & Eastern Railroad

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated October 24, 2001. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Albany & Eastern Railroad

A description of the equipment covered by the document follows:

<u>Model</u>	<u>Marks</u>
EMD GP-38	AERC 2001
EMD GP-38	AERC 2002

Surface Transportation Board  
March 21, 2003  
Page 2

A fee of \$26.00 is enclosed. Please return the original after recordation to:

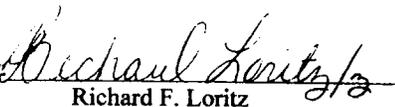
Richard F. Loritz  
Loritz & Associates  
1100 Ravinia Place  
Orland Park, IL 60462

A short summary of the document to appear in the index follows:

A lease of locomotive equipment identified as two (2) locomotives,  
with National Railway Equipment Co., as Lessor and Albany &  
Eastern Railroad, as Lessee

Very truly yours,

LORITZ & ASSOCIATES

By:   
Richard F. Loritz

RFL/mj  
nrec#311.03a

Enclosures

**LOCOMOTIVE LEASE AGREEMENT**

**THIS LOCOMOTIVE LEASE AGREEMENT** ("Lease"), entered into as of this 24th day of October 2001, between the National Railway Equipment Company, an Illinois corporation, ("LESSOR"), and Albany & Eastern Railroad, ("LESSEE").

**LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:**

**1. LEASE AND LEASED PROPERTY**

Lessee hereby leases from Lessor, the locomotive(s), ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

**2. TERM**

The term of this Lease for each locomotive shall be the fixed term set forth in Schedule "A", commencing on the date such locomotive is accepted by Lessee ("Commencement Date"). Upon termination of the lease, Lessee shall affect prompt delivery of the locomotive(s) to Lessor at one of its contiguous United States facilities as designated by Lessor at time of termination.

**3. RENTAL**

A. The rental payable shall be the sum identified in Schedule "A" payable in advance monthly installments, with one months rent payable on acceptance of the locomotive(s) and one months rent to be held as security. Lessee shall operate such locomotive(s) in service on its railroad. If the Commencement Date for any locomotive does not fall on the first day of the month, the first rental payment shall be prorated accordingly.

B. Payments past due for more than five (5) days shall bear interest at the rate of eighteen percent (18%) per annum.

C. All rentals shall be paid to Lessor at:

The National Railway Equipment Company  
135 South LaSalle Street  
Department 1473  
Chicago, IL 60674-1473

RECORDATION NO. 24387 FILED

or at such other address as Lessor may direct in writing.

APR 02 '03 11:00 AM

**4. TAXES**

SURFACE TRANSPORTATION BOARD

Lessee shall pay all use, excise, ad valorem, stamp, documentary and similar taxes on or relating to this lease of the locomotive(s), or the use, registration, rental, maintenance, possession or operation thereof, and shall file any returns required therefor, and shall hold Lessor harmless against any liability and expense (including attorney fees and costs) on account of Lessee's failure to do the same.

construed as a waiver of any future occasion.

D. In case any provision (or portions thereof) in this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

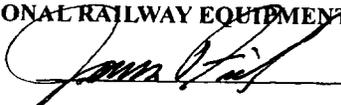
If to Lessor: The National Railway Equipment Company  
P.O. Box 2270  
Dixmoor, Illinois 61282

If to Lessee: Albany & Eastern Railroad  
1784 South Main Street  
Lebanon, Oregon 97355

**WITNESS WHEREOF**, the parties have executed this Lease the day and year first mentioned above.

**LESSOR:**

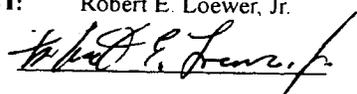
**NATIONAL RAILWAY EQUIPMENT CO.**

**BY:** 

**NAME:** James E. Fisk

**TITLE:** President

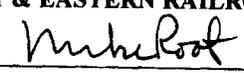
**ATTEST:** Robert E. Loewer, Jr.

**BY:** 

**TITLE:** Director Finance & General Counsel

**LESSEE:**

**ALBANY & EASTERN RAILROAD**

**BY:** 

**NAME:** Mike Root

**TITLE:** President

**ATTEST:** Tamra Boyes

**BY:** 

**TITLE:** Administrative Assistant

## LOCOMOTIVE LEASE AGREEMENT

**THIS LOCOMOTIVE LEASE AGREEMENT** ("Lease"), entered into as of this 1st day of November 2002, between the National Railway Equipment Company, an Illinois corporation, ("LESSOR"), and JAMALCO Clarendon Alumina Works., ("LESSEE").

### LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

#### 1. LEASE AND LEASED PROPERTY

Lessee hereby leases from Lessor, the Locomotive(s), ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

#### 2. TERM

The term of this Lease for each Locomotive shall be the fixed term set forth in Schedule "A", ("Lease Term") commencing on the date such Locomotive is accepted by Lessee ("Commencement Date"). Upon termination of this Lease, Lessee shall affect prompt delivery of the Locomotive(s) to Lessor at one of its contiguous United States facilities as designated by Lessor at time of termination.

#### 3. RENTAL

A. The Rental payable shall be the sum identified in Schedule "A" payable in advance monthly installments, with one month's rent payable on acceptance of the Locomotive(s) and one month's rent to be held as security ("Rental"). The one month's security will be used for payment of the final month's Rental payment. Locomotive will be operated in unit train service in Jamaica. If the Commencement Date for any Locomotive does not fall on the first day of the month, the first Rental payment shall be prorated accordingly.

B. Payments which have continued to be past due for a period of thirty (30) days after written notice from the Lessor shall bear interest at the rate of twelve (12%) per annum.

C. All rentals shall be paid to Lessor at:

The National Railway Equipment Company  
135 South LaSalle Street  
Department 1473  
Chicago, IL 60674-1473

or at such other address as Lessor may direct in writing.

D. The Total Rental Amount is defined as the daily lease rate per locomotive times the number of days in the lease term. References throughout the Lease to the Total Rental Amount are on a cumulative basis, as opposed to on a basis exclusive to any one provision. Only those provisions that directly reference the Total Rental Amount are applicable to the Total Rental Amount cap. Cumulative expenses, applicable to the Total Rental Amount cap, that exceed the Total Rental Amount cap are for account of Lessor. If cumulative expenses, applicable to the Total Rental

C. No delay or omission by Lessor or Lessee in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver by Lessor or Lessee of any Event of Default by Lessee or Lessor shall not be construed as a waiver of any future occasion.

D. In case any provision (or portions thereof) in this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

If to Lessor: National Railway Equipment Company  
P.O. Box 2270  
Dixmoor, Illinois 61282

If to Lessee: JAMALCO Clarendon Alumina Works  
Railroad Department  
Halse Hall  
Clarendon, Jamaica  
Jamaica, West Indies

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

LESSEE:

National Railway Equipment Co.

JAMALCO Clarendon Alumina Works

BY:

BY:

NAME: James E. Fisk

NAME: Hector M. Siesara

TITLE: President

TITLE: Procurement Specialist

ATTEST: Robert E. Loewer

ATTEST:

BY:

BY:

TITLE: Director of Finance

TITLE: Procurement Mgr Export

(Corporate Seal)

(Corporate Seal)

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 1st day of November 2002 by and between the National Railway Equipment Company (LESSOR) and JAMALCO Clarendon Alumina Works (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 1989	EMD	GP38 AC Locomotive

**LEASE DATE**

**JOHN D. HEFFNER, PLLC**

1920 N ST., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

RECORDATION NO. 25336 FILED

DEC 08 '04 4-38 PM

SURFACE TRANSPORTATION BOARD

December 8, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordings

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated October 20, 2004, a primary document under the Board's recordation regulations.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
P.O. Box 2270  
Dixmoor, IL 61282

Lessee: Allegheny Valley Railroad Company  
P.O. Box 127  
Verona, PA 15147

A description of the railroad equipment covered by Lease Agreement is:

One EMD model SW-1500 switching locomotive  
bearing road number NREX 2627

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$32 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Hon. Vernon A. Williams  
December 8, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. D. Heffner", with a long horizontal flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 20, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and ALLEGHENY VALLEY RAILROAD COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 20, 2004, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ALLEGHENY VALLEY RAILROAD  
COMPANY**

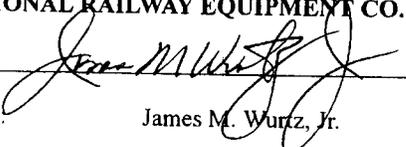
By: 

Name: Russell A. Peterson

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

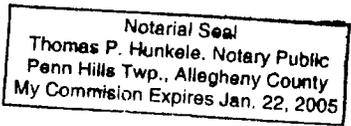
By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF Pa )  
COUNTY OF Allegheny ) SS.

~~Pursuant to~~ On this 1st day of November, 2004, before me appeared Peterson, the person who signed this instrument who acknowledged that (s) he is the President of Allegheny Valley Railroad and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

*[Signature]*

Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.

On this 15th day of December, 2004, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

*[Signature]*

Notary Public

My Commission Expires:

12-30-06

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: ALLEGHENY VALLEY RAILROAD COMPANY

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_ Equipment Located at:  
National Railway Equipment Co  
Mt. Vernon, Illinois

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Co.	EMD SW-1500 Switcher Locomotive

# NREX 2827

RECORDATION NO. 24825 FILED

**JOHN D. HEFFNER, PLLC**

1920 N ST., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

FEB 25 '04

9-44 AM

SURFACE TRANSPORTATION BOARD

February 25, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated February 17, 2004, a primary document.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Allegheny Valley Railroad Company  
25 South Broadway  
Scottsdale, PA 15683

A description of the railroad equipment covered by the enclosed document is:

One EMD model SW-1500 switching locomotive  
bearing road number NREX 2671

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee.

Hon. Vernon A. Williams  
February 25, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,



John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

February 25, 2004

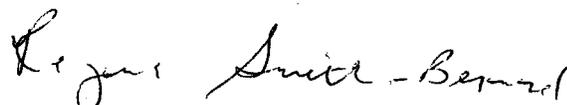
John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on February 25, 2004 , at 09:44 AM and assigned recordation number 24825.

Sincerely yours,



Regena Smith-Bernard  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of February 17, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and ALLEGHENY VALLEY RAILROAD COMPANY ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of February 17, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ALLEGHENY VALLEY RAILROAD COMPANY**

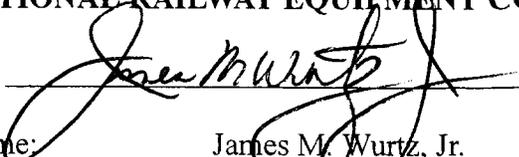
By: 

Name: RUSSELL A. PETERSON

Title: PRESIDENT

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF Pa )  
 )  
COUNTY OF Allegheny ) SS.

Russell A. Peterson On this 19th day of February, 2004, before me appeared the President of Allegheny Valley Railroad Co and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Notarial Seal  
Thomas P. Hunkele, Notary Public  
Penn Hills Twp., Allegheny County  
My Commission Expires Jan. 22, 2006

[Signature]  
Notary Public

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 23 day of February 2004, before me appeared [Signature], the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

OFFICIAL SEAL  
LISA A. FUEHRMEYER  
NOTARY PUBLIC, STATE OF ILLINOIS.  
MY COMMISSION EXPIRES 12-30-2009

[Signature]  
Notary Public

[Seal]

My Commission Expires:  
12-30-09

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: ALLEGHENY VALLEY RAILROAD COMPANY

Approved by: \_\_\_\_\_  
(Lessee to initial each page)



Attached to Bill of Sale dated: \_\_\_\_\_

Equipment Located at:

NRE-ALCO Locomotive of Canada Co.  
Capreol, Ontario

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD SW-1500 Switcher Locomotive  
**NREX # 2671**

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462

RECORDATION NO. 24918 FILED

APR 16 '04 1:03 PM

SURFACE TRANSPORTATION BOARD

Richard F. Loritz

(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

March 10, 2004

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001



Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
APM S.A. de C.V., a Mexican Corporation, Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated March 19, 2001. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: APM S.A. de C.V.  
Av. Churubusco Nte. No. 1000  
Apdo. Postal 1194 C.P. 64560  
Monterrey, N.L. Mexico

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
112	EMD	SW-1200
108	EMD	SW-1200
TO BE DEFINED	Baldwin	RS-4-TC

Surface Transportation Board  
March 8, 2004  
Page 2

A fee of \$30.00 is enclosed. Please return the original after recordation to:

Richard F. Loritz  
Loritz & Associates  
1100 Ravinia Place  
Orland Park, IL 60462

A short summary of the document to appear in the index follows:

A lease of locomotive equipment identified as three (3) locomotives,  
with National Railway Equipment Co., as Lessor and APM S.A. de  
C.V., as Lessee

I certify under my oath and state that I have compared the copy with the original and I found the  
copy to be complete and identical in all respects to the original document.

Very truly yours,

LORITZ & ASSOCIATES

By   
Richard F. Loritz

RFL/mj  
nrec#310.04f

Enclosures

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 19<sup>th</sup> day of March, 2001 by and between the National Railway Equipment Company (LESSOR) and APM S.A. de C.V. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
112	EMD	SW-1200
108	EMD	SW-1200
TO BE DEFINED	Baldwin	RS-4-TC

**COMMENCEMENT DATE:** Upon locomotive(s) acceptance at Dixmoor, Illinois and Silvis, Illinois and El Paso, Texas.

**LESSOR: THE NATIONAL RAILWAY EQUIPMENT COMPANY**

**BY:** [Signature]

**NAME:** Patrick C. Frangella

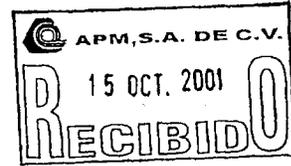
**TITLE:** Vice President & General Manager

**LESSEE: APM S.A. DE C.V.**

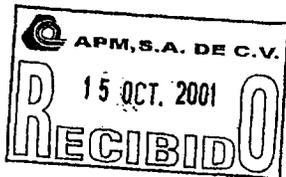
**BY:** [Signature]

**NAME:** Juan Carlos Marquinez

**TITLE:** Logistics Manager



112 and 108 started  
on Oct/15/01



**SCHEDULE "A" ADDENDUM MAY 3, 2002**

This Addendum, dated May 3, 2002, attached to and incorporated into the Lease dated the 19th day of March 2001 by and between the National Railway Equipment Company (LESSOR) and APM S.A. de C.V. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
112	EMD	SW-1200
108	EMD	SW-1200
1255	Baldwin	RS-4-TC
To be defined	EMD	SW-1200

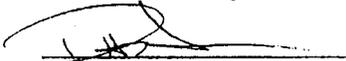
*we note that in Addendum "A" that the Baldwin is canceled and we are waiting for the new addendum. Rob*

LEASE RATE

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

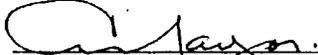
NATIONAL RAILWAY EQUIPMENT CO.

BY: 

NAME: Patrick C. Frangella

TITLE: Vice President & General Manager

ATTEST: Luis E. Mayor

BY: 

TITLE: Vice President & Director of Finance

(Corporate Seal)

LESSEE:

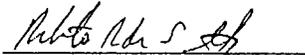
APM S.A. DE C.V.

BY: 

NAME: Mario Tijerina Molina

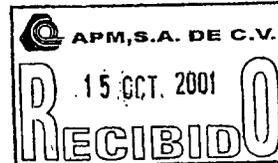
TITLE: Administration Manager

ATTEST: Roberto Rodríguez

BY: 

TITLE: Materials Manager

(Corporate Seal)



**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

November 4, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on November 4, 2005 , at 02:34 PM and assigned recordation number 25956.

Sincerely yours,



Karen January  
Section of Administration

**CERTIFICATE OF NOTARY PUBLIC**  
**For the LOCOMOTIVE LEASE AGREEMENT**  
**Between**  
**NATIONAL RAILWAY EQUIPMENT CO. &**  
**BOLTONS CROWN QUALITY ELEVATORS**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

On this 3rd day of November, 2005, I,  
Robert E. Loewer, Jr., state that I have compared the copy with the original and  
have found the copy to be complete and identical in all respects to the original  
document.



Seal

A handwritten signature in cursive script, appearing to read "Robert E. Loewer, Jr.", written over a horizontal line.

Notary Public

**MEMORANDUM OF LEASE AGREEMENT**

**SURFACE TRANSPORTATION BOARD**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 15, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and BOLTONS CROWN QUALITY ELEVATORS ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of April 15, 2005, (together with all of the riders, schedules and other Attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

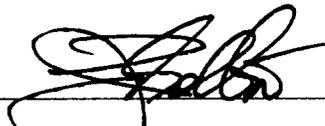
- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting on an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**BOLTONS CROWN QUALITY ELEVATORS**

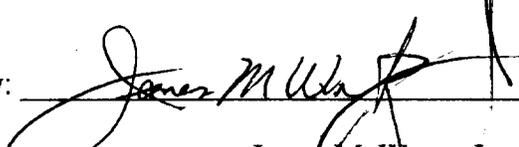
By: 

Name: L. Jack Bolton

Title: Chairman of the Board/Owner

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President



STATE OF TEXAS §

§ SS.

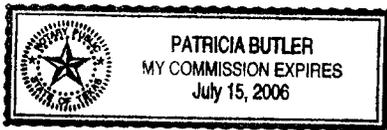
COUNTY OF DALLAS §

On this 2nd day of May, 2005, before me appeared L. Jack Bolton, the person who signed this instrument who acknowledged that (s) he is the Chairman of the Board/<sup>owner</sup> of Bolton's Crown Quality and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Patricia Butler

Notary Public

[Seal]



My Commission Expires:

7-15-06

STATE OF ILLINOIS §

§ SS.

COUNTY OF \_\_\_\_\_ §

On this 3rd day of May, 2005, before me appeared **James M. Wurtz Jr.**, the person who signed this instrument who acknowledged that (s) is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

Lisa Fuehrmeyer

Notary Public

My Commission Expires:

12-30-06

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: BOLTONS CROWN QUALITY ELEVATORS

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale Dated: \_\_\_\_\_

Equipment Located at:

The West Texas & Lubbock Railroad  
The Kiamichi Railroad

*Equipment Schedule No.: See Schedule "A"*

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.	NREX 113	EMD GP 7/9 Road Switcher Locomotive
	NREX 118	EMD GP 7/9 Road Switcher Locomotive
	NREX 1005	EMD GP 10 Road Switcher Locomotive

(Lessee is acquiring any two of the above listed units)

**JOHN D. HEFFNER, PLLC**

1920 N St., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

RECORDATION NO. 25250 FILED

OCT 22 '04 11-06 AM

SURFACE TRANSPORTATION BOARD

October 22, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated October 4, 2004, a primary document under the Board's recordation regulations.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Border Pacific Railroad Co.  
P.O. Drawer  
Rio Grande City, TX 78582-0156

A description of the railroad equipment covered by Lease Agreement is:

One EMD model GP-9 road switching locomotive  
bearing road number NREX 2258

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Hon. Vernon A. Williams  
October 22, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

  
John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 4, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and BORDER PACIFIC RAILROAD CO. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 4, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**BORDER PACIFIC RAILROAD CO.**

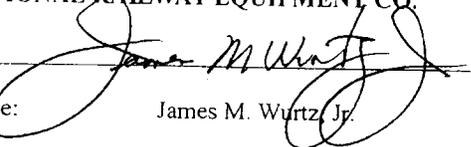
By:  \_\_\_\_\_

Name: S. F. Vale

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By:  \_\_\_\_\_

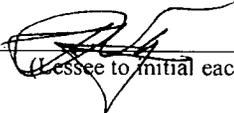
Name: James M. Wurtz Jr.

Title: Vice President

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: BORDER PACIFIC RAILROAD CO.

Approved by:   
(Lessee to initial each page)

Equipment Located at:

Lessor's remanufacturing facility in Silvis, Illinois

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Co.	NREX 2258 EMD GP-9 Four Axle General Purpose Locomotive

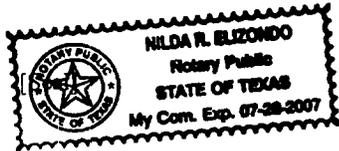


STATE OF Texas )  
 ) SS.  
COUNTY OF Starr )

On this 4th day of October, 2004, before me appeared S. P. Vale, the person who signed this instrument who acknowledged that (s) he is the President of Border Pacific Railroad Co. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Hilda M. Elizondo*

Notary Public



My Commission Expires:

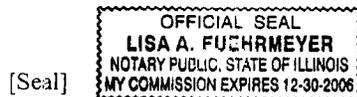
7/28/2007.

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 4th day of October, 2004, before me appeared J. M. [unclear], the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Lisa A. Fuehrmeyer*

Notary Public



My Commission Expires:

12-31-06

*[Handwritten mark]*

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

November 18, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on November 18, 2005 , at 02:30 PM and assigned recordation number 25974.

Sincerely yours,



Karen January  
Section of Administration

**SURFACE TRANSPORTATION BOARD**

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of the 8th day of November, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and BORDER STEEL, INC.. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model described herein.

The locomotive is fully-described in a certain Lease Agreement dated as of October 12, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**BORDER STEEL, INC.**

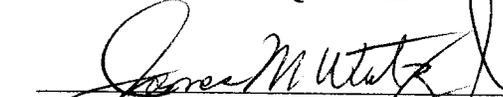
By: 

Name: Gerardo Salinas

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

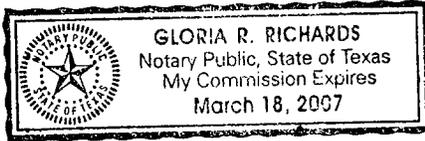
5

STATE OF TEXAS \_\_\_\_\_ )  
 )  
COUNTY OF EL PASO \_\_\_\_\_ )

SS.

On this 9 day of October, 2005, before me appeared M. S. Salinas, the person who signed this instrument who acknowledged that (s) he is the president of Border Steel, Inc. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Gloria R. Richards



[Seal]

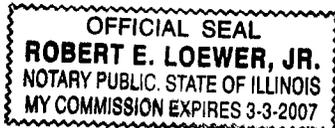
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF WILL )

SS.

On this 10<sup>th</sup> day of November 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

Robert E. Loewer, Jr.  
Notary Public

My Commission Expires:  
\_\_\_\_\_

5

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: BORDER STEEL, INC.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Lease dated: November 8, 2005  
Equipment Located at: Border Steel Inc.'s facility in Vinton, Texas

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Co.	EMD SW-1200 Switcher Locomotive

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

July 6, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301  
and 49 CFR 1177, on July 6, 2005 , at 04:19 PM and assigned recordation  
number 25689.

Sincerely yours,



Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 27, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and CAMP CHASE INDUSTRIAL RAILROAD CORPORATION ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 27, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**CAMP CHASE INDUSTRIAL RAILROAD CORPORATION**

By: 

Name: RUSSELL A. PETERSON

Title: PRESIDENT

RECORDATION NO. 25689 FILED

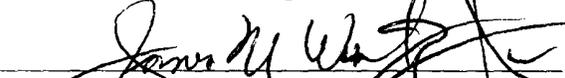
**LESSOR:**

JUL 06 '05

**4-19 PM**

**NATIONAL RAILWAY EQUIPMENT CO.**

**SURFACE TRANSPORTATION BOARD**

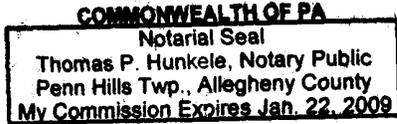
By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) SS.

Russell Peterson, On this 24<sup>th</sup> day of June, 2005, before me appeared the person who signed this instrument who acknowledged that (s) he is the President of Camp Chase Ind. Pl. Corp. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



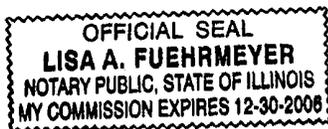
[Seal]

[Signature]  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.

On this 30 day of June, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

[Signature]  
Notary Public

My Commission Expires:

12-30-06

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee:  CAMP CHASE INDUSTRIAL RAILROAD CORPORATION

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_

Equipment Located at:

National Railway Equipment Co.'s  
remanufacturing facility in Dixmoor, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP-11 General Purpose Locomotive

NREX 8725

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

June 24, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on June 24, 2005 , at 04:21 PM and assigned recordation number 25662.

Sincerely yours,

A handwritten signature in cursive script that reads "Karen January". The signature is written in black ink and is positioned above the typed name and title.

Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 24, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and CATTRON-THIEMEG, INC. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 24, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**CATTRON-THIEMEG, INC.**

By: Lori A Grace

Name: Lori A Grace

Title: Assistant Secretary

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: James M. Wurtz Jr.

Name: James M. Wurtz Jr.

Title: Vice President

STATE OF Pennsylvania )

COUNTY OF MERCER )

SS.

On this 31<sup>st</sup> day of MAY, 2005, before me appeared Lori A Grace, the person who signed this instrument who acknowledged that (s) he is the Asst Secy of Cotton-Thomig Inc and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Nancy L. Plymire

Notary Public

[Seal]

Notarial Seal  
Nancy L. Plymire, Notary Public  
Sharpville Boro, Mercer County  
My Commission Expires Dec. 24, 2006  
Member, Pennsylvania Association Of Notaries

My Commission Expires:  
24 Dec /06

STATE OF ILLINOIS )

) SS.

COUNTY OF WILL )

On this 1<sup>st</sup> day of June, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Lisa A. Fuehrmeyer

Notary Public

[Seal]

OFFICIAL SEAL  
LISA A. FUEHRMEYER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12-30-2008

My Commission Expires:  
12-30-09

# SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: CATTRON-THIEMEG, INC.

Approved by: *Ami A. Bruce*  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

\_\_\_\_\_

National Railway Equipment Co.'s  
remanufacturing facility in Silvis, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP40-2M General Purpose Locomotive

*NTREX 638*

RECORDATION FILED 22475

OCT 19 99

9-00AM

Law Offices of  
**Loritz & Associates**

1100 Ravinia Place • Orland Park, IL 60462



(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Richard F. Loritz

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Grotta

September 29, 1999

Office of the Secretary  
Surface Transportation Board - Room 704  
Washington, D.C. 20423-0001

Attention: Janice Fort

RE: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
City of Tacoma, Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated May 10, 1999. The names and addresses of the parties to the documents are as follows:

**Lessor:** National Railway Equipment Co.  
14400 So. Robey  
P.O. Box 2270  
Dixmoor, IL 60426

**Lessee:** City of Tacoma

A description of the equipment covered by the document follows:

<u>Unit No.</u>	<u>Type</u>	<u>General Description</u>
3065	EMD	SD-40 3000 hp w/dyn.braking

22475

Surface Transportation Board  
September 29, 1999  
Page 2

Secretary of State  
9/29/99 - Page 2

A fee of \$26.00 is enclosed. Please return the original after recordation to:

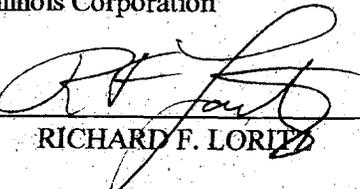
Richard F. Loritz  
1100 Ravinia Place  
Orland Park, IL 60462

A short summary of the document to appear in the index follows:

A lease of locomotive equipment identified as locomotives, type EMD, SD-40  
3000 hp w/dynamic braking Locomotive, bearing reporting mark: #3065, with  
National Railway Equipment Co., as Lessor, and City of Tacoma, as Lessee.

Very truly yours,

NATIONAL RAILWAY EQUIPMENT CO.  
an Illinois Corporation

BY: 

RICHARD F. LORITZ

ITS: Attorney and Agent in Fact

RFL/ld  
Enclosures

22475

22475

RECORDATION NO. FILED

OCT 19 '99

9-00AM

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 10, 1999, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and City of Tacoma ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described as an EMD SD-40 Locomotive bearing reporting mark(s): # 3065.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 10, 1999 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

CITY OF TACOMA

By: Ray E Corpuz

Name: RAY E CORPUZ

Title: CITY MANAGER

**LESSOR:**

NATIONAL RAILWAY EQUIPMENT COMPANY

By: [Signature]

Name: Patrick C. Frangella

Title: Vice- President

ORIGINAL

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

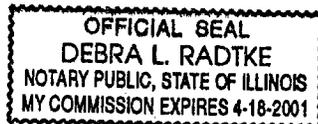
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 10<sup>th</sup> day of May, 1999, before me appeared Patrick C. Frangella, the person who signed this instrument who acknowledged that (s)he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

*Debra L. Radtke*  
\_\_\_\_\_

Notary Public

[Seal]



My Commission Expires:

4-18-01  
\_\_\_\_\_

ORIGINAL



**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: CITY OF TACOMA

Approved by: *Pennington H. Hlean, Jr.*  
(Lessee to initial each page)

Attached to Lease Agreement dated:

Equipment Located at:

May 10<sup>th</sup>, 1999

300 Ninth Street North

Equipment Schedule No.: 3065

Silvis, Illinois 61282

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Company

EMD SD-40 3000 hp w/dyn. braking

ORIGINAL *PHH*

JOHN D. HEFFNER, PLLC  
1920 N ST., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

RECORDATION NO. 25153-A FILED

AUG 18 '04

4-50 PM

SURFACE TRANSPORTATION BOARD

August 18, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 two Locomotive Lease Agreements dated July 7 and July 15, respectively, both primary documents under the Board's recordation regulations.

In each case the names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Formosa Plastics Corporation, Texas  
Contracting Department  
201 Formosa Drive  
Point Comfort, TX 77978

A description of the railroad equipment covered by the July 7, 2004, Lease Agreement is:

One EMD model SD40-2 road switching locomotive  
bearing road number NREX 5979

A description of the railroad equipment covered by the July 15, 2004 Lease Agreement is:

One EMD model SD20 road switching locomotive  
bearing road number NREX 2034

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of July 15, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and FORMOSA PLASTICS CORPORATION, TEXAS ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of July 15, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

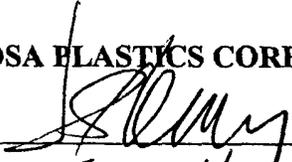
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**FORMOSA PLASTICS CORPORATION, TEXAS**

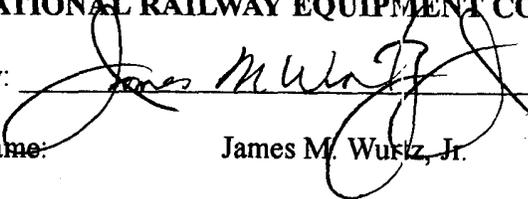
By: 

Name: JOHN HERSEY

Title: CONTRACTING MGR.

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

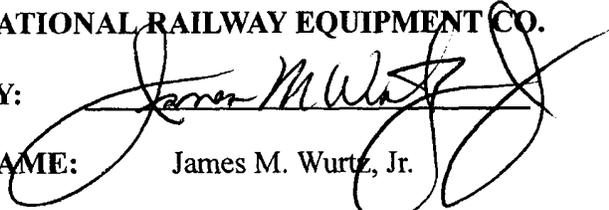
By: 

Name: James M. Wurtz, Jr.

Title: Vice President

ADDENDUM I DATED JULY 5 2005  
SCHEDULE "A"

LESSOR: NATIONAL RAILWAY EQUIPMENT CO.

BY: 

NAME: James M. Wurtz, Jr.

TITLE: Vice President

LESSEE: FORMOSA PLASTICS CORPORATION, TEXAS

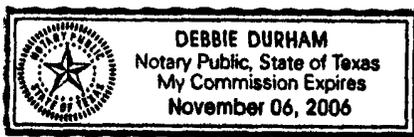
BY: 

NAME: John S. Hersey

TITLE: Contracting Manager

STATE OF TEXAS           §  
  §  
COUNTY OF CALHOUN   §

The instrument was acknowledged before me on July 6, 2005 by John Hersey.



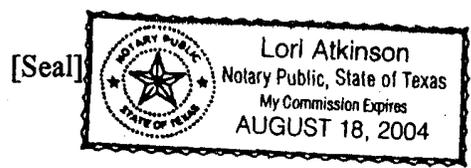
  
Notary Public in and for  
The State of Texas

STATE OF Texas )  
 )  
COUNTY OF Calhoun ) SS.

On this 21st day of July, 2004, before me appeared John Hersey, the person who signed this instrument who acknowledged that (s) he is the Cont. Mgr. of Fremosa Plastics Corp. Texas and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Lori Atkinson

Notary Public



My Commission Expires:  
8/18/04

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 16th day of August, 2004, before me appeared Jim Warts the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Lisa A. Fuehrmeyer

Notary Public



My Commission Expires:  
12-30-06

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: FORMOSA PLASTICS CORPORATION, TEXAS

Approved by:

  
\_\_\_\_\_  
(Lessee to initial each page)

Equipment Located at:

Formosa Plastics Corporation, Texas  
Point Comfort, Texas

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

SD-20 EMD Six axle 2,000 HP

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 23, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and ROCKY MOUNTAINEER VACATIONS ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 23, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ROCKY MOUNTAINEER VACATIONS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: \_\_\_\_\_

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me appeared **James M. Wurtz Jr.**, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: ROCKY MOUNTAINEER VACATIONS

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

\_\_\_\_\_

National Railway Equipment Co.'s  
remanufacturing facility in Capreol, Ontario

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

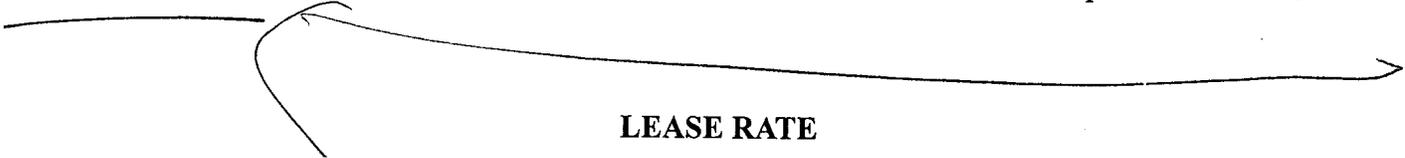
EMD GP40-2 General Purpose Locomotives

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 23<sup>rd</sup> day of June, 2005 by and between the National Railway Equipment Co. (LESSOR) and Rocky Mountaineer Vacations (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 9960	EMD	GP40-2 General Purpose Locomotive
NREX 9963	EMD	GP40-2 General Purpose Locomotive



**LEASE RATE**

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

November 14, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on November 14, 2005 , at 01:23 PM and assigned recordation number 25967.

Sincerely yours,

A handwritten signature in cursive script that reads "Karen January".

Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 23, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and GREAT CANADIAN RAILTOUR COMPANY LTD. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 23, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

RECORDATION NO. 25967 FILED

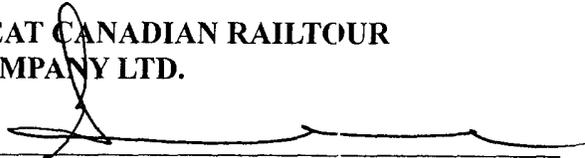
NOV 14 '05

1-23 PM

SURFACE TRANSPORTATION BOARD

LESSEE:

GREAT CANADIAN RAILTOUR  
COMPANY LTD.

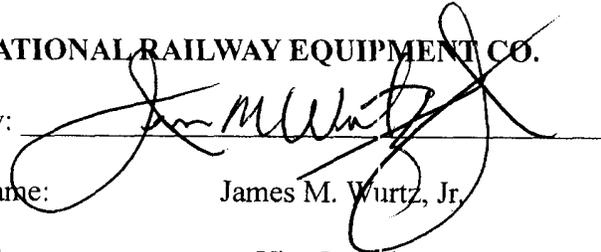
By: 

Name: Glenn Munro

Title: Executive Vice President

LESSOR:

NATIONAL RAILWAY EQUIPMENT CO.

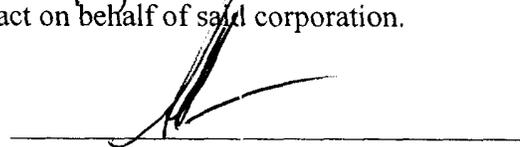
By: 

Name: James M. Wurtz, Jr.

Title: Vice President

Province  
STATE OF British Columbia )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this 31st day of October, 2005, before me appeared G. Munro, the person who signed this instrument who acknowledged that (s) he is the Exec Vice President of Great Canadian Railcar Company Ltd and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

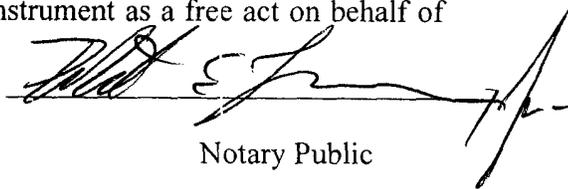
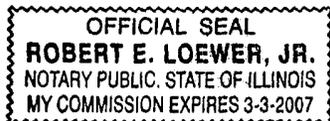
[Seal]

My Commission Expires:

N/A

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 4th day of November, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

[Seal]

My Commission Expires:

\_\_\_\_\_

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: GREAT CANADIAN RAILTOUR COMPANY LTD.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

\_\_\_\_\_

National Railway Equipment Co.'s  
remanufacturing facility in Capreol, Ontario

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP40-2 General Purpose Locomotives

## SCHEDULE "A"

Attached to and incorporated into the Lease dated the 23<sup>rd</sup> day of June, 2005 by and between the National Railway Equipment Co. (LESSOR) and Great Canadian Railtour Company Ltd. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 9960	EMD	GP40-2 General Purpose Locomotive
NREX 9963	EMD	GP40-2 General Purpose Locomotive

in accordance with the equipment specifications set out on Exhibit I to this Schedule "A" inclusive of having had the work performed as set out on Exhibit II to this Schedule "A".

**BALL JANIK LLP**

A T T O R N E Y S

1455 F STREET, NW, SUITE 225  
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307  
FACSIMILE 202-783-6947

LOUIS E. GITOMER  
OF COUNSEL  
(202) 466-6532

RECORDATION NO. 23771-A  
FILED

SEP 10 '04 11:36 AM

SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

September 10, 2004

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed one original and two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Lease Agreement, a secondary document, dated as of April 3, 2000. The primary document to which this is connected is recorded under Recordation No. 23771. We request that one copy of this document be recorded under Recordation No. 23771-A.

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

Lessor:

National Railway Equipment Company  
14400 S. Robey Street  
Dixmoor, IL 60426

Lessee:

Holcim (US) Inc.  
P.O. Box 1008  
Mason City, IA 50402

A description of the equipment covered by the Memorandum of Lease Agreement consists of one SW-900 locomotive numbered NREX 128 and one SW-800 locomotive numbered NREX 129.

**BALL JANIK LLP**

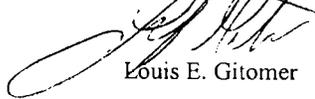
Honorable Vernon A. Williams  
September 10, 2004  
Page 2

A fee of \$30.00 is enclosed. Please return one original and one copy to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: a Memorandum of Lease Agreement between National Railway Equipment Company, 14400 S. Robey Street, Dixmoor, IL 60426, and Holcim (US) Inc., P.O. Box 1008, Mason City, IA 50402, covering one SW-900 locomotive numbered NREX 128 and one SW-800 locomotive numbered NREX 129.

Very Truly Yours,



Louis E. Gitomer

Enclosures





STATE OF Illinois )  
 ) ss.  
County of COOK )

On this \_\_\_ day of December, 2003, before me, Robert E. Loewer, Jr., the undersigned Notary Public, personally appeared Lawrence Beal personally known to me to be the person who executed the within instrument as President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

[Signature]  
Notary Public for State of Illinois  
My Commission expires 3-3-2007

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of December, 2003, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of December, 2003, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF Iowa )  
 ) ss.  
County of Cerro Gordo )

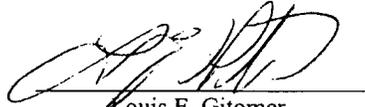
On this 24 day of December, 2003, before me, Jennifer Gerber, the undersigned Notary Public, personally appeared Robert A Garza personally known to me to be the person who executed the within instrument as Robert A Garza on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

JENNIFER GERBER  
NOTARIAL SEAL - STATE OF IOWA  
COMMISSION NUMBER 722136  
MY COMMISSION EXPIRES 4/25/2006

Jennifer Gerber  
\_\_\_\_\_  
Notary Public for Iowa  
My Commission expires 4/25/2006

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Memorandum of Lease Agreement dated as of April 3, 2000, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "L. E. Gitomer", is written over a horizontal line.

Louis E. Gitomer  
September 10, 2004

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462



Richard F. Loritz

RECORDATION NO. 24891 FILED

APR 01 '04

2-44 PM

(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

**SURFACE TRANSPORTATION BOARD**

March 9, 2004

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001

Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Indiana Harbor Belt Railroad Company, Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated January 14, 2003. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Indiana Harbor Belt Railroad Company  
2721 161<sup>st</sup> Street  
Hammond, Indiana 46323-1099

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
2027 (2922)	EMD	Special Duty Six Axle 2,000 HP
2031 (2923)	EMD	Special Duty Six Axle 2,000 HP
2035 (2924)	EMD	Special Duty Six Axle 2,000 HP
2037 (2925)	EMD	Special Duty Six Axle 2,000 HP

Surface Transportation Board  
March 9, 2004  
Page 2

A fee of \$30.00 is enclosed. Please return the original after recordation to:

Richard F. Loritz  
Loritz & Associates  
1100 Ravinia Place  
Orland Park, IL 60462

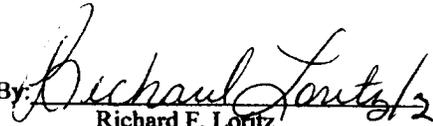
A short summary of the document to appear in the index follows:

A lease of locomotive equipment identified as four (4) locomotives,  
with National Railway Equipment Co., as Lessor and Indiana Harbor  
Belt Railroad Company, as Lessee

I certify under my oath and state that I have compared the copy with the original and I found the  
copy to be complete and identical in all respects to the original document.

Very truly yours,

LORITZ & ASSOCIATES

By:   
Richard F. Loritz

RFL/mj  
nrec#309.04e

Enclosures

**LOCOMOTIVE LEASE AGREEMENT**

*CP*  
*Mue*

THIS LOCOMOTIVE LEASE AGREEMENT ("Lease"), entered into as of this 12<sup>th</sup> day of January, 2003, between the National Railway Equipment Company, an Illinois corporation, ("LESSOR"), and Indiana Harbor Belt Railroad Company, ("LESSEE").

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

**1. LEASE AND LEASED PROPERTY**

Lessee hereby leases from Lessor, the locomotives, ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

**2. TERM**

The term of this Lease for each locomotive shall be the fixed term set forth in Schedule "A", commencing on the date such locomotive is accepted by Lessee ("Commencement Date"). Upon termination of the lease, Lessee shall effect prompt delivery of the locomotives to Lessor at one of its contiguous United States facilities as designated by Lessor at time of termination. Locomotives have already been delivered and accepted by Lessee.

**3. RENTAL**

A. The rental payable shall be the sum identified in Schedule "A" payable in monthly installments, with one month's rent payable on or before the last day of each month and one month's rent payable upon Locomotive Lease Agreement signing and to be held as security through the duration of the Agreement. Lessee shall operate such locomotives in service on its railroad and/or adjoining railroads. If the Commencement Date for any locomotive does not fall on the first day of the month, the first rental payment shall be prorated accordingly.

B. Payments past due for more than five (5) days shall bear interest at the rate of twelve percent (12%) per annum.

C. All rentals shall be paid to Lessor at:

The National Railway Equipment Company  
135 South LaSalle Street  
Department 1473  
Chicago, IL 60674-1473

RECORDATION NO. 24891 FILED

APR 01 04 2-44 PM

Or at such other address as Lessor may direct in writing.

**4. TAXES**

**SURFACE TRANSPORTATION BOARD**

Lessee shall pay all use, excise, ad valorem, stamp, documentary and similar taxes on or relating to this lease of the locomotives, or the use, registration, rental, maintenance, possession or operation thereof, and shall file any returns required therefore, and shall hold Lessor harmless against any liability and expense (including attorney fees and costs) on account of Lessee's failure to do the same, except for any income taxes owed by Lessor.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

If to Lessor: National Railway Equipment Company  
P.O. Box 2270  
Dunwoood, Illinois 61282

If to Lessee: Indiana Harbor Belt Railroad Company  
2721 161<sup>st</sup> Street  
Hammond, Indiana 46323-1099

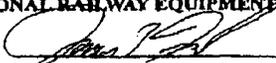
WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

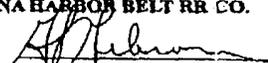
LESSOR:

LESSEE:

NATIONAL RAILWAY EQUIPMENT CO.

INDIANA HARBOR BELT RR CO.

BY: 

BY: 

NAME: James E. Fisk

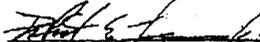
NAME: Gary Gerson

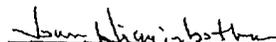
TITLE: President

TITLE: General Manager

ATTEST: Robert E. Loewer, Jr.

ATTEST:

BY: 

BY: 

TITLE: Director of Finance

TITLE: Executive Assistant

(Corporate Seal)

(Corporate Seal)

FEB-06-03 12:32PM FROM-RAILWAY EQUIPMENT

1-709-388-2487

T-375 P.00/10 F-488

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 15th day of January, 2003, by and between the National Railway Equipment Company (LESSOR) and Indiana Harbor Belt Railroad Company (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
2027 (2922)	EMD	Special Duty Six Axle 2,0000 HP
2031 (2923)	EMD	Special Duty Six Axle 2,0000 HP
2035 (2924)	EMD	Special Duty Six Axle 2,0000 HP
2037 (2925)	EMD	Special Duty Six Axle 2,0000 HP

REPLACEMENT VALUE EACH	LEASE TERM	LEASE RATE PER LOCOMOTIVE: MONTHLY
------------------------	------------	------------------------------------

RECORDATION NO. 23770 FILED

DEC 18 '01 3-55 PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1600 K STREET, NW  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
(202) 393-2266  
FAX (202) 393-2156

SURFACE TRANSPORTATION BOARD  
OF COUNSEL  
URBAN A. LESTER

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

December 18, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease, dated as of December 17, 2001, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, Illinois 60426

Assignee: Deutsche Financial Services Corporation  
1181 C Lake Cook Road  
Deerfield, Illinois 60015

A description of the railroad equipment covered by the enclosed document is:

Four (4) SD20 locomotives with former rail marks and road numbers NREX 2027, NREX 2031, NREX 2035 and NREX 2037 and with current rail marks and road numbers IHB 2922 through IHB 2925, respectively.

23770 353

Mr. Vernon A. Williams  
December 18, 2001  
Page 2

A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

MEMORANDUM OF ASSIGNMENT  
OF LEASE

NATIONAL RAILWAY EQUIPMENT CO.  
(ASSIGNOR)

AND

DEUTSCHE FINANCIAL SERVICES  
CORPORATION  
(ASSIGNEE)

December \_\_, 2001

RECORDATION NO. 23770 FILED

DEC 18 2001 3-55 PM

SURFACE TRANSPORTATION BOARD

This Memorandum of Assignment of Lease is hereby entered into as of this \_\_\_\_\_ day of December, 2001 by and between National Railway Equipment Co., an Illinois corporation ("Assignor") and Deutsche Financial Services Corporation, a Nevada corporation ("Assignee").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Assignment of Lease Without Recourse, executed of even date herewith (the "Assignment"), Assignor hereby sells, assigns, transfers and sets over unto Assignee, all of Assignor's right, title and interest in and to the lease of four locomotives (the "Locomotives"), evidenced by that certain Locomotive Lease Agreement between Assignor and Indiana Harbor Belt Railroad Co. ("Lessee"), entered into as of September 26, 1997, as amended on March 28, 1998 (the "Lease"), in the rentals payable under the Lease, together with all of Assignor's rights and remedies under the Lease, including, without limitation, the right to collect from Lessee the rentals and all other sums payable under the Lease, such as casualty value payments, indemnity payments, reimbursements for insurance, transportation, taxes and maintenance, subject at all times, however, to Assignor's reversionary interest in the Locomotives and residual interest in the Lease.

As security for all amounts due and payable under the Lease and this Assignment, Assignor has granted (as set forth in the Assignment) and hereby grants to Assignee a security interest in the Lease, with the Locomotives being leased thereunder as identified and more fully described on the attached Schedule "A", and all rentals and other amounts due under the Lease.

Except as expressly stated herein, this is intended to reflect an absolute assignment, and is not intended to evidence an obligation of Assignor to Assignee, or any accompanying security interest by Assignee in the assets of Assignor.

This Memorandum of Assignment of Lease may be executed in any number of counterparts, with each executed counterpart constituting an original, but together all

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

counterparts creating only one Memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

NATIONAL RAILWAY EQUIPMENT CO.  
as Assignor

By: 

Name: Patrick Frangella  
~~Secretary, V.P. & General Manager~~

Title: Secretary, V.P. & General Manager

DEUTSCHE FINANCIAL SERVICES CORPORATION  
as Assignee

By: \_\_\_\_\_

Name: Patrick J. Mazzanti

Title: Assistant Vice President

counterparts creating only one Memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

NATIONAL RAILWAY EQUIPMENT CO.  
as Assignor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEUTSCHE FINANCIAL SERVICES CORPORATION  
as Assignee

By: *Rainer Voelker*

Name: ~~Patrick J. Mazzanti~~ *Rainer Voelker, AVP*

Title: Assistant Vice President

246267A  
10-1-03  
# 24889  
Jes

INDIANA HARBOR BELT (IHB)  
#6 RENEWAL

Unit 2256  
Unit 2272

SW1200

04/01/03 – 06/01/07

50 months

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462

RECORDATION NO. 24889 FILED

APR 01 '04

2-22 PM



(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Richard F. Loritz

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

**SURFACE TRANSPORTATION BOARD**

March 9, 2004

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001

Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Indiana Harbor Belt Railroad Company, Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated March 28, 2003. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Indiana Harbor Belt Railroad Company  
2721 161<sup>st</sup> Street  
Hammond, Indiana 46323-1099

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
2256	EMD	Switcher Four Axle, 2,0000 HP
2272	EMD	Switcher Four Axle, 2,0000 HP

Surface Transportation Board  
March 9, 2004  
Page 2

A fee of \$30.00 is enclosed. Please return the original after recordation to:

Richard F. Loritz  
Loritz & Associates  
1100 Ravinia Place  
Orland Park, IL 60462

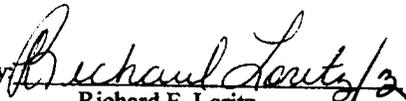
A short summary of the document to appear in the index follows:

A lease of locomotive equipment identified as two (2) locomotives,  
with National Railway Equipment Co., as Lessor and Indiana Harbor  
Belt Railroad Company, as Lessee

I certify under my oath and state that I have compared the copy with the original and I found the  
copy to be complete and identical in all respects to the original document.

Very truly yours,

LORITZ & ASSOCIATES

By   
Richard F. Loritz

RFL/mj  
nrec#309.04d

Enclosures

RECORDATION NO. 24889 FILED

APR 01 '04

2-22 PM

SURFACE TRANSPORTATION BOARD

### LOCOMOTIVE LEASE AGREEMENT

**THIS LOCOMOTIVE LEASE AGREEMENT ("Lease")**, entered into as of this 28<sup>th</sup> day of March, 2003, between the National Railway Equipment Company, an Illinois corporation, ("LESSOR"), and Indiana Harbor Belt Railroad Company, ("LESSEE").

**LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:**

#### 1. LEASE AND LEASED PROPERTY

Lessee hereby leases from Lessor, the locomotives, ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

#### 2. TERM

The term of this Lease for each locomotive shall be the fixed term set forth in Schedule "A", commencing on the date such locomotive is accepted by Lessee ("Commencement Date"). Upon termination of the lease, Lessee shall affect prompt delivery of the locomotives to Lessor at one of its contiguous United States facilities as designated by Lessor at time of termination. Locomotives have already been delivered and accepted by Lessee.

#### 3. RENTAL

A. The rental payable shall be the sum identified in Schedule "A" payable in monthly installments, with one month's rent payable on/or before the last day of each month and one month's rent payable upon Locomotive Lease Agreement signing and to be held as security through the duration of the Agreement. Lessee shall operate such locomotives in service on its railroad and/or adjoining railroads. If the Commencement Date for any locomotive does not fall on the first day of the month, the first rental payment shall be prorated accordingly.

B. Payments past due for more than five (5) days shall bear interest at the rate of twelve percent (12%) per annum.

C. All rentals shall be paid to Lessor at:

The National Railway Equipment Company  
135 South LaSalle Street  
Department 1473  
Chicago, IL 60674-1473

Or at such other address as Lessor may direct in writing.

D. In case any provision (or portions thereof) in this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

If to Lessor: National Railway Equipment Company  
P.O. Box 2270  
Dixmoor, Illinois 61282

If to Lessee: Indiana Harbor Belt Railroad Company  
2721 161<sup>st</sup> Street  
Hammond, Indiana 46323-1099

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

LESSEE:

NATIONAL RAILWAY EQUIPMENT CO.

INDIANA HARBOR BELT RR CO.

BY:

BY:

NAME: James E. Fisk

NAME: GENERAL MANAGER

TITLE: President

TITLE: GARY GISSON

3-25-07

ATTEST: Robert E. Loewer, Jr.

ATTEST:

BY:

BY:

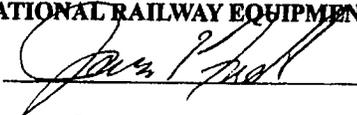
TITLE: Director of Finance

TITLE: Executive Asst. to Gen Mgr

(Corporate Seal)

(Corporate Seal)

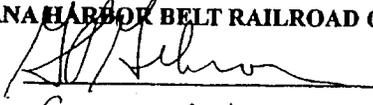
LESSOR: THE NATIONAL RAILWAY EQUIPMENT COMPANY

BY: 

NAME: James E. Fisk

TITLE: President

LESSEE: INDIANA HARBOR BELT RAILROAD COMPANY

BY: 

NAME: GARY GIBSON

TITLE: GENERAL MANAGER

3-25-03

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 28th day of March, 2003, by and between the National Railway Equipment Company (LESSOR) and Indiana Harbor Belt Railroad Company (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
2256	EMD	Switcher Four Axle 2,0000 HP
2272	EMD	Switcher Four Axle 2,0000 HP

<b>REPLACEMENT VALUE EACH</b>	<b>LEASE TERM</b>	<b>LEASE RATE PER LOCOMOTIVE</b>	
		<b><u>MONTHLY</u></b>	<b><u>DAILY</u></b>

		<b>120.00</b>	<b>4.00</b>
--	--	---------------	-------------

JOHN D. HEFFNER, PLLC

1920 N ST., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO. 24951 FILED

MAY 13 '04

2-02 PM

SURFACE TRANSPORTATION BOARD

May 13, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated May 4, 2004, a primary document.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Ispat Inland, Inc.  
3210 Watling Street  
East Chicago, IL 46312

A description of the railroad equipment covered by the enclosed document is:

One EMD model SW-1200 switching locomotive  
bearing road number NREX 1215

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee.

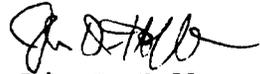
Hon. Vernon A. Williams

May 13, 2004

Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John D. Heffner". The signature is stylized with a large initial "J" and a long horizontal flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 4, 2004, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and ISPAT INLAND INC. ("Lessee"), with reference to the following:

Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 4, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ISPAT INLAND INC.**

By: TAMCUE

Name: TAMCUE

Title: TREASURER

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: James M. Wurtz Jr.

Name: James M. Wurtz Jr.

Title: Vice President

STATE OF Indiana )  
COUNTY OF Lake ) SS.

On this 7<sup>th</sup> day of MAY, 2004, before me appeared Thomas A. McCue, the person who signed this instrument who acknowledged that (s) he is the Treasurer of Espat Inland INC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Pamela M. Golon

Notary Public

[Seal]

My Commission Expires:

March 25, 2010

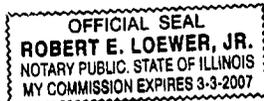
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 10<sup>th</sup> day of May, 2004, before me appeared James W. [Signature], the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Signature]

Notary Public

[Seal]



My Commission Expires:

3-3-2007

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: ISPAT INLAND INC.

Approved by: TA Mc  
(Lessee to initial each page)

Attached to Bill of Sale dated:  
\_\_\_\_\_

Equipment Located at:

14400 South Robey Street  
Dixmoor, Illinois 60426

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Company

1 EMD SW-1200 locomotive

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 4<sup>th</sup> day of May 2004 by and between the National Railway Equipment Company (LESSOR) and Ispat Inland Inc. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 1215	EMD	SW-1200 Switcher Four Axle

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462

RECORDATION NO. 24875 FILED

MAR 30 '04 1-12 PM

SURFACE TRANSPORTATION BOARD

(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Richard F. Loritz

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

March 9, 2004

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001



Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Ispat Inland Inc., Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated September 9, 2003. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Ispat Inland Inc.  
3210 Watling Street  
East Chicago, Indiana 46312

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
NREX 152	EMD	SW-1200 Switcher Four Axle
NREX 153	EMD	SW-1200 Switcher Four Axle

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of September 9, 2003, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and ISPAT INLAND INC. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of September 3, 2003 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ISPAT INLAND INC.**

By: TA McCue

Name: TAMCCUE

Title: TREASURER

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: James M. Wurtz, Jr.

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF Indiana )  
 ) SS.  
COUNTY OF Lake )

On this 10th day of September, 2003, before me appeared Thomas A. McVee, the person who signed this instrument who acknowledged that (s) he is the TREASURER of ISPT ISLAND INC. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Joanna M. Sprungowski

Notary Public

[Seal]

My Commission Expires:

August 12, 07

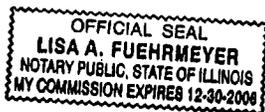
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 25th day of September 2003, before me appeared James M. Westgate the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT COMPANY and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Lisa Fuehrmeyer

Notary Public

[Seal]



My Commission Expires:

\_\_\_\_\_

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: ISPAT INLAND INC.

Approved by: TA McCune - TREASURER  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

14400 South Robey Street  
Dixmoor, Illinois 60426

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Company

2 EMD SW-1200 locomotives

## SCHEDULE "A"

Attached to and incorporated into the Lease dated the 9<sup>th</sup> day of September 2003 by and between the National Railway Equipment Company (LESSOR) and Ispat Inland Inc. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 152	EMD	SW-1200 Switcher Four Axle
NREX 153	EMD	SW-1200 Switcher Four Axle

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 26, 2004, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and ISPAT INLAND INC. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 26, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ISPAT INLAND INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: \_\_\_\_\_

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

\_\_\_\_\_

Notary Public

[Seal]

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT COMPANY and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

\_\_\_\_\_

Notary Public

[Seal]

My Commission Expires:

\_\_\_\_\_

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: ISPAT INLAND INC.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated:

\_\_\_\_\_

Equipment Located at:

ISPAT Inland Inc.  
East Chicago, Indiana

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

National Railway Equipment Company

Equipment  
Description

1 EMD SW-14 locomotive

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 26<sup>th</sup> day of May 2004 by and between the National Railway Equipment Company (LESSOR) and Ispat Inland Inc. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 1435	EMD	SW-14 Switcher Four Axle

~~LEASE DATE~~

## Surface Transportation Board

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

November 4, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on November 4, 2005 , at 02:28 PM and assigned recordation number 25955.

Sincerely yours,



Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 27, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and MARQUETTE RAIL LLC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 27, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**MARQUETTE RAIL LLC**

By: TRANSOLUTIONS INC.  
(its managing member)

Name: Kevin E. Ruble

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: \_\_\_\_\_

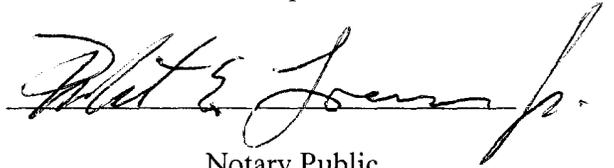
Name: James M. Wurtz, Jr.

Title: Vice President

RECORDATION NO. 25955 FILED  
NOV 04 '05 2-28 PM  
SURFACE TRANSPORTATION BOARD

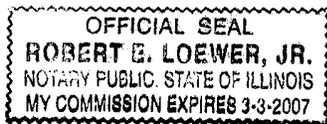
STATE OF Illinois )  
COUNTY OF Cook ) SS.

On this 28<sup>th</sup> day of October, 2005, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is the President of Marquette Rail LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

[Seal]

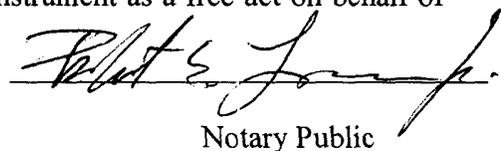


My Commission Expires:

3-3-2007

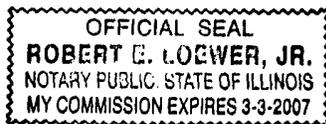
STATE OF ILLINOIS )  
COUNTY OF ~~WILL~~ ) SS.  
Cook )

On this 31<sup>st</sup> day of October, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

[Seal]



My Commission Expires:

3-3-2007

# SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: MARQUETTE RAIL LLC

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_

Equipment Located at:

National Railway Equipment Co.'s  
remanufacturing facility in Mt. Vernon, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP50 General Purpose Locomotives

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 27<sup>th</sup> day of October, 2005 by and between the National Railway Equipment Co. (LESSOR) and Marquette Rail LLC (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 2903	EMD	GP50 General Purpose Locomotive
NREX 2911	EMD	GP50 General Purpose Locomotive
NREX 2933	EMD	GP50 General Purpose Locomotive
NREX 2935	EMD	GP50 General Purpose Locomotive
NREX 2939	EMD	GP50 General Purpose Locomotive
NREX 2943	EMD	GP50 General Purpose Locomotive

**LEASE RATE**

## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 24, 2003, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and Pacific Harbor Line, Inc. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 24, 2003 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**PACIFIC HARBOR LINE, INC**

By: Andrew Fox

Name: ANDREW FOX

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: James M. Wurtz, Jr.

Name: James M. Wurtz, Jr.

Title: Vice President



**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 24<sup>th</sup> day of June 2003 by and between the National Railway Equipment Company (LESSOR) and Pacific Harbor Line, Inc.(LESSEE).  
Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 2026	EMD	SD-20 Special Duty Six Axle
NREX 2036	EMD	SD-20 Special Duty Six Axle
NREX 2032	EMD	SD-20 Special Duty Six Axle

**LEASE RATE**

---

**JOHN D. HEFFNER, PLLC**

1920 N St., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

RECORDATION NO. 25251 FILED  
OCT 22 '04 11-14 AM  
SURFACE TRANSPORTATION BOARD

October 22, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated May 7, 2004, a primary document under the Board's recordation regulations.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Point Comfort & Northern Railway Co.  
Farm to Market Route 616 at  
Corner Jackson Street  
Lolita, TX 77971

A description of the railroad equipment covered by Lease Agreement is:

One EMD model GP40-2 road switching locomotive  
bearing road number NREX 7250

A short summary of the document to appear in the index is:

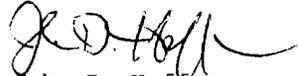
"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Hon. Vernon A. Williams  
October 22, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,



John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 7, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and POINT COMFORT & NORTHERN RAILWAY CO.

("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 7, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

POINT COMFORT & NORTHERN RAILWAY CO.

By: David A. Besio

Name: David A. Besio

Title: President

**LESSOR:**

NATIONAL RAILWAY EQUIPMENT CO.

By: James M. Wurtz, Jr.

Name: James M. Wurtz, Jr.

Title: Vice President

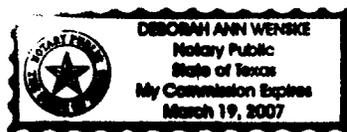
STATE OF Texas )  
COUNTY OF Calhoun ) SS.

On this 7<sup>th</sup> day of May, 2004, before me appeared David A. Besio, the person who signed this instrument who acknowledged that (s) he is the President of Point Comfort and Northern Railway and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Deborah Ann Wenske*

Notary Public

[Seal]



My Commission Expires:

3-19-2007

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 14<sup>th</sup> day of May, 2004, before me appeared J. Watz, the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Lisa A. Fuehrmeyer*

Notary Public

[Seal]



My Commission Expires:

12-30-06

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: POINT COMFORT & NORTHERN RAILWAY CO.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP40-2 General Purpose Locomotive  
NREX 7250

**JOHN D. HEFFNER, PLLC**

1920 N ST., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO. 24845 FILED

MAR 10 '04 2-04 PM

SURFACE TRANSPORTATION BOARD

March 10, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated March 2, 2004, a primary document.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Rail Power Services LLC  
23510 47<sup>th</sup> Avenue East  
Spanaway, Washington 98387

A description of the railroad equipment covered by the enclosed document is:

One EMD model SW-1200 switching locomotive  
bearing road number NREX 3537

A short summary of the document to appear in the index is:

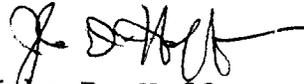
"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee.

Hon. Vernon A. Williams  
March 10, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. D. Heffner", with a stylized flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

## Surface Transportation Board

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

March 10, 2004

John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on March 10, 2004 , at 02:04 PM and assigned recordation number 24845.

Sincerely yours,



Regena Smith-Bernard  
Section of Administration

## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of February 17, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and RAIL POWER SERVICE LLC, a Washington limited liability company ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each Locomotive is fully-described in a certain Lease Agreement dated as of March 2, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

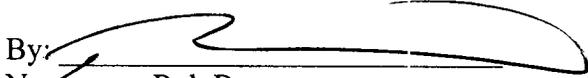
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**RAIL POWER SERVICES LLC**

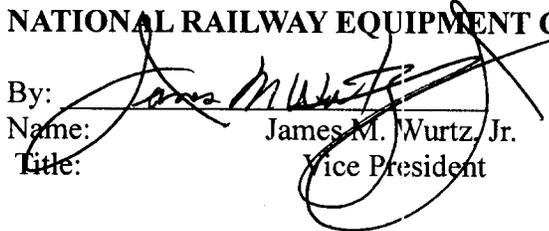
By: 

Name: Rob Barrow

Title: Manager

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: RAIL POWER SERVICES LLC

Approved by:   
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_ Equipment Located at:  
BNSF's Yard in Interbay, Washington

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Co.	EMD SW-1200 Switcher Locomotive NREX 3537

JOHN D. HEFFNER, PLLC  
1920 N ST., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

RECORDATION NO. 25154 FILED  
AUG 18 '04 4-55 PM  
SURFACE TRANSPORTATION BOARD

August 18, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated July 16, 2004, a primary document under the Board's recordation regulations.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Rock & Rail LLC  
3655 Outwest Drive  
Colorado Springs, CO 80901

A description of the railroad equipment covered by Lease Agreement is:

One EMD model GP40-2 road switching locomotive  
bearing road number NREX 7249

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

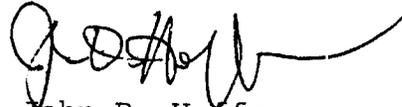
Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Please date stamp and return to me one copy of the enclosed

Hon. Vernon A. Williams  
August 18, 2004  
Page two

document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John D. Heffner". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

August 18, 2004

John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on August 18, 2004 , at 04:55 PM and assigned recordation number 25154.

Sincerely yours,



Barbara Saddler  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of July 16, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and Rock & Rail LLC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of July 16, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ROCK & RAIL LLC**

By: Franklin Lloyd  
Name: Franklin Lloyd  
Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: James M. Wurtz, Jr.  
Name: James M. Wurtz, Jr.  
Title: Vice President

*Ja* *FR*

STATE OF Colorado )  
 ) SS.  
COUNTY OF El Paso )

On this 22nd day of July, 2004, before me appeared Franklin Lloyd the person who signed this instrument who acknowledged that (s) he is the President of Rock + Rail, LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

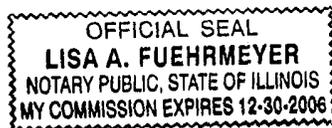
Notary Public

My Commission Expires:

6/3/2005

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 16th day of August appeared Jim Wurtz the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

Notary Public

My Commission Expires:

12-30-06

FR

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: ROCK & RAIL LLC

Approved by: FR  
(Lessee to initial each page)

Equipment Located at:  
Lessor's remanufacturing facility in Silvis, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP40-2 3,000 Horsepower Four Axle

FR

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 16<sup>th</sup> day of July 2004 by and between the National Railway Equipment Co. (LESSOR) and Rock & Rail LLC (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 7249	EMD	GP40-2 3,000 Horsepower Four Axle

RECORDATION NO. 24678 FILED

NOV 04 03 1-57 AM

SURFACE TRANSPORTATION BOARD

JOHN D. HEFFNER, PLLC  
1820 N St., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 266-3939  
j.heffner@verizon.net

November 4, 2003

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated October 8, 2003, a primary document.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Seapac Incorporated  
23 Industrial Park Road  
Eddyville, KY 42038

A description of the railroad equipment covered by the enclosed document is:

One EMD model SW-1500 switching locomotive  
bearing road number NREX 1405

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee.

## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 8, 2003, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and SEAPAC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 8, 2003 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**SEAPAC**

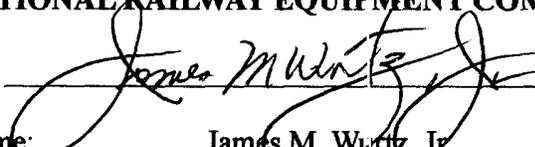
By: 

Name: Mark Kramer

Title: V.P. of Operations

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 16 day of October, 2003, before me appeared James White, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

Robert E. Loewer, Jr.  
Notary Public

My Commission Expires:

3-3-2007

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: SEAPAC

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated:

\_\_\_\_\_

Equipment Located at:

1100 Shawnee Street  
Mt. Vernon, Illinois 62864

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

National Railway Equipment Company

Equipment  
Description

NREX 1405 EMD SW-1500

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60467

Richard F. Loritz

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

RECORDATION NO. 24892 FILED

APR 01 '04

2-50 PM

SURFACE TRANSPORTATION BOARD

March 10, 2004



(708) 403-2555  
Fax (708) 403-9749  
Email: loritz@aol.com

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001

Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Southern California Railroad Corporation, Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated November 16, 2000. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Southern California Railroad Corporation  
207 South Cook Street, Suite 200  
Barrington, IL 60010

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
3076	EMD	GP-40

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 16th day of November by and between the National Railway Equipment Company (LESSOR) and Southern California Railroad Corporation (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
3076	EMD	GP-40

LEASE DATE

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 30, 2002, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and Southwestern Railroad Company, Inc. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of April 30, 2002 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**SOUTHWESTERN RAILROAD COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: \_\_\_\_\_

Name: James E. Fisk

Title: President

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 16th day of November by and between the National Railway Equipment Company (LESSOR) and Southern California Railroad Corporation (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
3076	EMD	GP-40

LEASE DATE

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 30, 2002, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and Southwestern Railroad Company, Inc. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of April 30, 2002 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**SOUTHWESTERN RAILROAD COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: \_\_\_\_\_

Name: James E. Fisk

Title: President

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: SOUTHWESTERN RAILROAD COMPANY, INC.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_ Equipment Located at:  
300 Ninth Street North  
Silvis, Illinois 61282

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Company	GP40 EMD 3000 HP

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 30<sup>th</sup> day of April by and between the National Railway Equipment Company (LESSOR) and Southwestern Railway Railroad Company, Inc. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
SWRR 3000	GP-40 EMD	3,000 HP FOUR AXLE

---

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of November 14, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and STATE LINE ENERGY LLC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of November 14, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

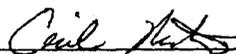
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**STATE LINE ENERGY, LLC**

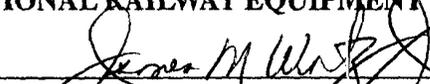
By: 

Name: Cecil Newton

Title: Sr. Sourcing Specialist

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wultz, Jr.

Title: Vice President

STATE OF Virginia )  
City of Richmond ) SS.  
COUNTY OF Richmond )

On this 14<sup>th</sup> day of November, 2005, before me appeared Cecil Newton, the person who signed this instrument who acknowledged that (s) he is the S. Sourcing Specialist of State Line Energy LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Signature]

Notary Public

[Seal]

My Commission Expires:

7/31/09

)  
) SS.  
)

On this 14<sup>th</sup> day of November 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Signature]

Notary Public



[Seal]

My Commission Expires:

\_\_\_\_\_

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: STATE LINE ENERGY, LLC

Approved by: *Cecil Hark*  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_

Equipment Located at:

National Railway Equipment Co.'s  
remanufacturing facility in Mt. Vernon, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP50 General Purpose Locomotive

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 14<sup>th</sup> day of November, 2005 by and between the National Railway Equipment Co. (LESSOR) and State Line Energy, LLC (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 2902	EMD	GP50 General Purpose Locomotive

LEASE DATE

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

November 14, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on November 14, 2005 , at 01:18 PM and assigned recordation number 25966.

Sincerely yours,

A handwritten signature in cursive script that reads "Karen January". The signature is written in black ink and is positioned above the printed name and title.

Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of August 1, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and TENNESSEE VALLEY AUTHORITY ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of August 1, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

RECORDATION NO. 25966 FILED

NOV 14 '05

1-18 PM

SURFACE TRANSPORTATION BOARD

**LESSEE:**

**TENNESSEE VALLEY AUTHORITY**

By: *Anne D. Morgan*

Name: Anne D. Morgan

Title: Procurement Agent

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

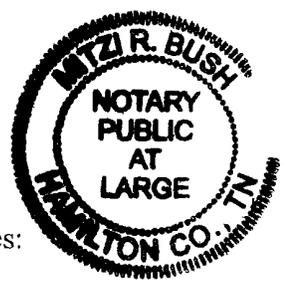
By: *James M. Wurtz, Jr.*

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF Tennessee )  
COUNTY OF Hamilton ) SS.

On this 26<sup>th</sup> day of October, 2005, before me appeared Anne D. Morgan, the person who signed this instrument who acknowledged that (s) he is the Procurement Agent of TVA and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Mitzie R. Bush  
Notary Public

[Seal]

My Commission Expires:  
3-8-08

STATE OF Illinois )  
COUNTY OF Cook ) SS.

On this 4<sup>th</sup> day of November, 2005, before me appeared Jim Wozniak, the person who signed this instrument who acknowledged that (s) he is the VP of NRBC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Robert E. Loewer, Jr.  
Notary Public

[Seal]

My Commission Expires:  
\_\_\_\_\_

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: TENNESSEE VALLEY AUTHORITY

Approved by: Adp  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

\_\_\_\_\_

National Railway Equipment Co.'s  
remanufacturing facility in Silvis, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP-11 Switcher Locomotive

## SCHEDULE "A"

Attached to and incorporated into the Lease dated the 1st day of August, 2005 by and between the National Railway Equipment Co. (LESSOR) and Tennessee Valley Authority (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 8748	EMD	GP-11 General Purpose Locomotive
NREX 8749	EMD	GP-11 General Purpose Locomotive

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

July 26, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on July 26, 2005 , at 04:23 PM and assigned recordation number 25725.

Sincerely yours,



Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 15, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and THUNDER RAIL ASSOCIATION ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 15, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

RECORDATION NO. 25725 FILED

**LESSEE:**

JUL 26 '05

4-23 PM

**THUNDER RAIL ASSOCIATION**

**SURFACE TRANSPORTATION BOARD**

By: Alec J. Black

Name: ALEC J. BLACK

Title: Chairman

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

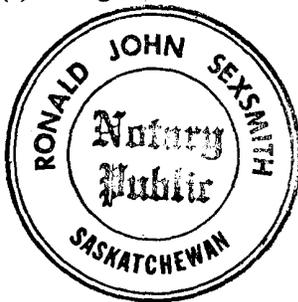
By: James M. Wurtz, Jr.

Name: **James M. Wurtz, Jr.**

Title: **Vice President**

PROVINCE  
STATE OF SASKATCHEWAN )  
 ) SS.  
COUNTY OF ARBORFIELD )

On this 21 day of JUNE, 2005, before me appeared ALEC BLACK, the person who signed this instrument who acknowledged that (s) he is the CHAIRMAN of THUNDER BAY ASSOCIATION and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

[Signature]  
Notary Public

My Commission Expires:

Dec 31, 2006

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 11th day of July, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

[Signature]  
Notary Public

My Commission Expires:

12-30-06

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: THUNDER RAIL ASSOCIATION

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_ Equipment Located at:  
National Railway Equipment Co.'s  
remanufacturing facility in Mt. Vernon, Illinois

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Co.	ALCO M420R General Purpose Locomotive

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 15<sup>th</sup> day of June, 2005 by and between the National Railway Equipment Co. (LESSOR) and Thunder Rail Association (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 2004	ALCO	M420R General Purpose Locomotive

HINE

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 3, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and TRANSPORTATION SERVICES INC. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 3, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**TRANSPORTATION SERVICES INC.**

By: \_\_\_\_\_

Name: C. G. Wampler

Title: Manager

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: James M. Wurtz, Jr.

Name: James M. Wurtz, Jr.

Title: Vice President

*C. G. W*

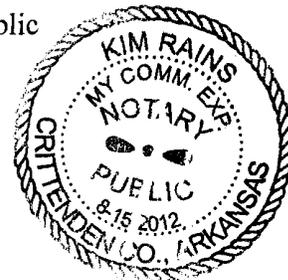
STATE OF Arkansas )  
COUNTY OF Crittenden ) SS.

On this 7<sup>th</sup> day of June, 2004, before me appeared Coy Wamble, the person who signed this instrument who acknowledged that (s) he is the Manager of Transportation Services and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Kim Rains

Notary Public

[Seal]



My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

\_\_\_\_\_

Notary Public

[Seal]

My Commission Expires:

\_\_\_\_\_

CRW

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: TRANSPORTATION SERVICES INC.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)



Equipment Located at:

\_\_\_\_\_  
Topeka, Kansas

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

One GP Series 1,750 HP locomotive  
NREX 1305

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 3<sup>rd</sup> day of June 2004 by and between the National Railway Equipment Co. (LESSOR) and Transportation Services Inc. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 1305	EMD	Four Axle 1,750 Horsepower GP Series

**H  
LINE**

**JOHN D. HEFFNER, PLLC**

1920 N ST., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO. 25261 FILED

OCT 27 '04 3-45 PM

SURFACE TRANSPORTATION BOARD

October 27, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Railcar Lease Agreement dated October 20, 2004, a primary document under the Board's recordation regulations.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
1100 Shawnee  
Mt. Vernon, ILL 62864

Lessee: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, TX 75207

A description of the railroad equipment covered by Lease Agreement is:

Nineteen sulphuric acid rail tank cars  
bearing road numbers TLLX  
100046, 100050, 100053, 100055, 100067,  
100076-8, 100080, 100087-8, 100090,  
100092, 100097-8, 100101, 100105-6, 100107

A short summary of the document to appear in the index is:

"Railcar Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Hon. Vernon A. Williams  
October 27, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,



John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

October 27, 2004

John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on October 27, 2004 , at 03:45 PM and assigned recordation number 25261.

Sincerely yours,



Karen January  
Section of Administration

OCT 27 '04 3-45 PM

## RAILCAR LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

LESSOR: National Railway Equipment, Co. ("Lessor")

LESSEE: Trinity Industries Leasing Company ("Lessee") at the address set forth on the signature page hereof.

1. LEASE. Subject to the terms of this Equipment Lease Agreement (together with the Supplements, Riders, Schedules and Exhibits hereto, the "Lease"), Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the equipment (together with all attachments, replacements, parts, additions and repairs incorporated therein and affixed thereto, the "Unit(s)") initially described in each and all Supplements ("Supplements") and thereafter described in each and all Schedules ("Schedules") hereto signed by the parties and thereby made a part hereof.

2. TERM; RENTAL; AND PAYMENTS. (a) Lessee will pay as rental for use of the Units the payments, in the amounts designated as "Base Rental" (also known as the "Rental" or "Rentals"), and at such times during the entire lease as specified in the applicable Supplement to this Lease. The Rental and the Term with respect to each Unit shall commence on June 1, 2004 ("Acceptance Date") and end on December 31, 2008, with payments being made in arrears. The date the first Base Rental payment is due and payable for a Unit shall also be the date of the applicable Schedule therefor.

(b) Lessee intends the Rentals to be net to Lessor. Therefore Lessee shall pay when due all use, excise, gross receipts, value added, personal property, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges ("Impositions") levied or imposed by any foreign, federal, state or local government or taxing authority, railroad or other agency on the ownership, possession, use, rental, or shipment of the Units during the Term and shall pay or shall reimburse Lessor upon demand for all taxes (except Federal or State net income taxes) imposed on Lessor or Lessee with respect to the Rentals. Lessee shall file all returns required therefor and furnish copies to Lessor. Lessee shall also pay any net increase to Lessor in income tax as a result of inclusion in income of Lessor of any amount required by this paragraph to be paid to or for Lessor. Lessee will keep at all times all and every part of each Unit free and clear of all Impositions which might in any way affect the title of Lessor thereto or result in a lien upon such Unit.

(c) In the event any Rental or any other payment due Lessor hereunder is not timely paid, such arrearage from 10 days following the due date thereof until paid shall be subject to a charge of interest at a per annum rate equal to 3% above the then current Prime computed on the basis of the actual number of days elapsed using a 360 day year, provided, however, in no event shall such interest rate be greater than the maximum rate permitted under the applicable usury law. Such interest shall be payable on demand. As used herein, "Prime" means the higher of (i) the rate of interest announced publicly by Citibank, N.A. in New York, New York, from time to time as Citibank, N.A.'s base rate; or (ii) 1/2 of one percent above the latest three-week moving

In Witness Whereof, the parties hereto have executed this Lease, Exhibit A and Supplement 1 hereto as of July ~~20~~<sup>Oct</sup>, 2004.

Trinity Industries Leasing Company  
"Lessee"

By: Thomas C Jandini  
Name  
Title Vice President

Address:  
2525 Stemmons Freeway  
Dallas, Tx 75207

National Railway Equipment Co.  
"Lessor"

By: F. J. Beal  
Name  
Title PRESIDENT

Address: 1100 Shawnee  
Mt. Vernon, IL 62864

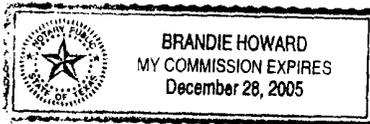
STATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

On this 20<sup>th</sup> day of October, 2004, before me appeared Thomas C Jardine the person who signed this instrument who acknowledged that (s)he is the Vice President of Trinity Industries Leasing Co. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

Brandie Howard

Notary Public

[Seal]



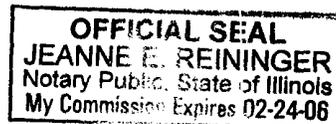
My Commission Expires:

12-28-05

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Jefferson )

On this 19 day of Oct, 2004, before me appeared Lawrence J. Beal, the person who signed this instrument who acknowledged that (s)he is the President of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

Jeanne E Reininger



Notary Public

[Seal]

My Commission Expires:

2/24/06

Exhibit A  
From Supplement 1

19 each DOT 11A100W2 SULPHURIC ACID (93%)RAIL TANK CARS OF 13,829 GAL. CAPACITY. 39' 3.5" LENGTH OVER STRIKERS: 28' 4.5" LENGTH OVER TRUCK CENTERS: 14' 4.5" HEIGHT OVER RAILS: PLATE SPEC. A516/GR70: PLATE AND HEAD THICKNESS 9/16": TEST PSI 100: NOT INSULATED: NO COILS: 100TON TRUCKS: PLASITE 3066 LINING: DOUBLE DRAFT GEAR CARRIERS: TRANSDYNE WEAR PLATES: ROLLER BEARING ADAPTORS WITH HARDENED CROWNS AND SHOULDERS BEARING THE FOLLOWING REPORTING MARKS AND SERIAL NUMBERS:

Reporting Marks	Serial Numbers
TLLX 100046	452548
100050	452559
100053	452537
100055	452571
100067	452568
100076	452513
100077	452527
100078	452590
100080	452564
100087	452529
100088	452586
100090	452560
100092	452587
100097	452540
100098	452579
100101	452524
100105	452574
100106	452557
100107	452556

**BALL JANIK** LLP

A T T O R N E Y S

1455 F STREET, NW, SUITE 225  
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307  
FACSIMILE 202-783-6947

LOUIS E. GITOMER  
OF COUNSEL  
(202) 466-6532

RECORDATION NO. 23769-A FILED

FEB 27 '04

2-5 3 PM

**SURFACE TRANSPORTATION BOARD**

lgitomer@dc.bjllp.com

February 27, 2004

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed an original and certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Lease Agreement, a secondary document, dated as of March 30, 2001. The primary document to which this is connected is recorded under Recordation No. 23769. We request that one copy of this document be recorded under Recordation No. 23769-A.

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

Lessor:

National Railway Equipment Company  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee:

Utah Railway Company  
340 Hardscrabble Road  
Helper, UT 84526

A description of the equipment covered by the Memorandum of Lease Agreement consists of two GP-40 locomotives numbered UTAH 3000 and 3001.

BALL JANIK LLP

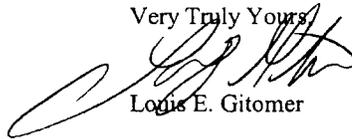
Honorable Vernon A. Williams  
February 27, 2004  
Page 2

A fee of \$ 30.00 is enclosed. Please return the original to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: a Memorandum of Lease Agreement between National Railway Equipment Company, 14400 S. Robey Street, P.O. Box 2270, Dixmoor, IL 60426, and Utah Railway Company, 340 Hardscrabble Road, Helper, UT 84526, covering two GP-40 locomotives numbered UTAH 3000 and 3001.

Very Truly Yours,



Louis E. Gitomer

Enclosures

**MEMORANDUM OF LEASE AGREEMENT**

This MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 30, 2001, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor") and UTAH RAILWAY COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, two EMD GP-40 locomotives numbered UTAH 3000 and 3001 (formerly numbered NREX 6615 and 6621, respectively).
2. Each locomotive is fully described in a certain Locomotive Lease Agreement dated as of March 30, 2001 (together with all of its riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.
3. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.
4. This Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

NATIONAL RAILWAY EQUIPMENT COMPANY  
LESSOR

By: *L.J. Beal*  
Name: *L.J. BEAL*  
Title: *CEO*

UTAH RAILWAY COMPANY  
LESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RECORDATION NO. 23769-A FILED

FEB 27 '04

2-53 PM

SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF LEASE AGREEMENT**

This MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 30, 2001, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor") and UTAH RAILWAY COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, two EMD GP-40 locomotives numbered UTAH 3000 and 3001 (formerly numbered NREX 6615 and 6621, respectively).
2. Each locomotive is fully described in a certain Locomotive Lease Agreement dated as of March 30, 2001 (together with all of its riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.
3. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.
4. This Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

NATIONAL RAILWAY EQUIPMENT COMPANY  
LESSOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

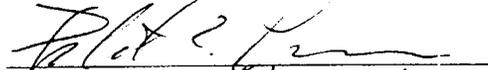
UTAH RAILWAY COMPANY  
LESSEE

By: *Mark W. Fusharski*  
Name: Mark W. Fusharski  
Title: Vice President

STATE OF Illinois )  
 ) ss.  
County of Cook )



On this \_\_\_ day of December, 2003, before me, Robert E. Loewer, Jr., the undersigned Notary Public, personally appeared Lawrence Bent personally known to me to be the person who executed the within instrument as President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

  
Notary Public for State of Illinois  
My Commission expires 3-3-2007

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of December, 2003, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of January, 2004, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss. Greenwich  
County of Fairfield )

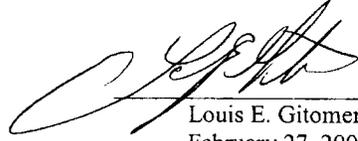
On this 6<sup>th</sup> day of January, 2004, before me, NANCY T. DIBATTISTA, the undersigned Notary Public, personally appeared MARK W. HASTINGS personally known to me to be the person who executed the within instrument as VICE PRESIDENT on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

  
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**NANCY T. DIBATTISTA**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JUNE 30, 2007**

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Memorandum of Lease Agreement dated as of March 30, 2001, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



---

Louis E. Gitomer  
February 27, 2004

APR 06 '04

4-32 PM

JOHN D. HEFFNER, PLLC  
1920 N ST., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

SURFACE TRANSPORTATION BOARD  
RETURN WITH DATE-STAMP

April 6, 2004

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated March 10, 2004, a primary document.

The names and addresses of the parties to the enclosed document are:

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Railway Services  
One Railway Lane  
Burlington, VT 05401

A description of the railroad equipment covered by the enclosed document is:

One EMD model GP-40-2 general purpose locomotive  
bearing road number NREX 7255

A short summary of the document to appear in the index is:

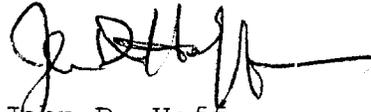
"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$30 payable to the Surface Transportation Board to cover the required recordation fee.

Hon. Vernon A. Williams  
April 6, 2004  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John D. Heffner", with a long horizontal flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

April 6, 2004

John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on April 6, 2004 , at 04:32 PM and assigned recordation number 24902.

Sincerely yours,



Barbara Saddler  
Section of Administration

## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 10, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and RAILWAY SERVICES ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of March 10, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**RAILWAY SERVICES**

By: \_\_\_\_\_

Name: David Wulfson

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: \_\_\_\_\_

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF Vermont )  
 ) SS.  
COUNTY OF Chittenden )

On this 24<sup>th</sup> day of MARCH, 2004, before me appeared DAVID WILFSON, the person who signed this instrument who acknowledged that (s) he is the president of RAILWAY SERVICES and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

MA [Signature]

Notary Public

[Seal]

My Commission Expires:

2/07

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: RAILWAY SERVICES

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_ Equipment Located at:  
\_\_\_\_\_ Lessor's remanufacturing facility in Silvis, Illinois

Equipment Schedule No.: See Schedule "A"

<u>Manufacturer and/or Vendor Name &amp; Invoice Number</u>	<u>Equipment Description</u>
National Railway Equipment Co.	EMD GP40-2 General Purpose Locomotive

## SCHEDULE "A"

Attached to and incorporated into the Lease dated the 10th day of March 2004 by and between the National Railway Equipment Co. (LESSOR) and Vermont Railway (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 7255	EMD	GP40-2 General Purpcse Locomotive

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

July 6, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on July 6, 2005 , at 04:08 PM and assigned recordation number 25688.

Sincerely yours,

A handwritten signature in cursive script that reads "Karen January". The signature is written in black ink and is positioned above the typed name and title.

Karen January  
Section of Administration

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 27, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and GREAT WESTERN RAILWAY LTD. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 27, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.



LESSEE:

GREAT WESTERN RAILWAY LTD.

By: Conrad Johnson

Name: Conrad Johnson

Title: Chairman

LESSOR:

NATIONAL RAILWAY EQUIPMENT CO.

By: [Signature]

1  
0

CG

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF SASKATCHEWAN  
COUNTY OF CANADA ) SS.

On this 13 day of JUNE, 2005, before me appeared CONRAD JOHNSON, the person who signed this instrument who acknowledged that (s) he is the CHAIRMAN of GREAT WESTERN RAILWAY LTD and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

*Keith Hagen*

Notary Public

My Commission Expires:

August 31, 2007

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 23rd day of June, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

*Lisa A. Fuehrmeyer*

Notary Public

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462

RECORDATION NO. 24916 FILED

APR 16 2004 1:22 PM

SURFACE TRANSPORTATION BOARD

(708) 403-2555

Fax (708) 403-9749

E-mail: loritz@aol.com

Richard F. Loritz

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

March 10, 2004

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001

Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Wisconsin & Southern Railroad Company, Lessee



Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated February 13, 2002. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Wisconsin & Southern Railroad Company  
P.O. Box 9229  
Milwaukee, Wisconsin 53209-0229

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators

Law Offices of  
**Loritz & Associates, Ltd.**  
1100 Ravinia Place • Orland Park, IL 60462

RECORDATION NO. 24916 FILED

APR 16 2004 12:22 PM

SURFACE TRANSPORTATION BOARD

(708) 403-2555  
Fax (708) 403-9749  
E-mail: loritz@aol.com

Richard F. Loritz

Of Counsel:  
David Dineff  
Patrick Dwyer  
Thomas Murphy

March 10, 2004

Office of the Secretary  
Surface Transportation Board  
12<sup>th</sup> Street & Constitution Ave., N.W.  
Washington, D.C. 20423-0001



Re: Lease of Locomotive Equipment  
National Railway Equipment Co., Lessor  
Wisconsin & Southern Railroad Company, Lessee

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated February 13, 2002. The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co.  
14400 South Robey  
P.O. Box 2270  
Dixmoor, IL 60426

Lessee: Wisconsin & Southern Railroad Company  
P.O. Box 9229  
Milwaukee, Wisconsin 53209-0229

A description of the equipment covered by the document follows:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>GENERAL DESCRIPTION</u>
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators
TBD	EMD	GP38 Locomotives with AR-10 Alternators

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of February 13, 2002, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and WISCONSIN & SOUTHERN RAILROAD COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described as GP-38 Locomotive(s) bearing reporting mark(s): TBD.

Each locomotive is fully-described in a certain Lease Agreement dated as of February 13, 2002 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

WISCONSIN & SOUTHERN RAILROAD COMPANY

By: William E. Gardner

Name: William E. Gardner

Title: CEO

**LESSOR:**

NATIONAL RAILWAY EQUIPMENT COMPANY

By: James E. Fisk

Name: James E. Fisk

Title: President

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF MILWAUKEE )

On this 13th day of FEBRUARY, 2002, before me appeared W.M.E. GARDNER the person who signed this instrument who acknowledged that (s) he is the CEO of WISCONSIN & SOUTHERN RAILROAD and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

My Commission is PERMANENT.

[Seal]

My Commission Expires:  
\_\_\_\_\_

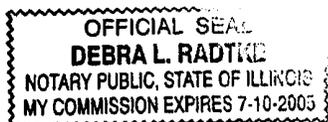
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK Will )

On this 13th day of February, 2002, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

[Seal]



My Commission Expires:

7-10-2005

*bc*  
*JK*

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: WISCONSIN & SOUTHERN RAILROAD COMPANY

Approved by: *Arthur Scher*  
(Lessee to initial each page)

Equipment Located at:

\_\_\_\_\_ 1100 Shawnee Street  
Mt. Vernon, Illinois 62864

Equipment Schedule No.: TBD

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Company

EMD GP-38 2,000 hp

Unit Number(s)

Acceptance Date

## LEASE TERMINATION & LOAN AGREEMENT

Wisconsin & Southern Railroad Company, a Wisconsin corporation ("WSOR"), and National Railway Equipment Company ("NREC"), an Illinois corporation, agree that the leases entered into on February 17, 1998 and on April 22, 1998, ("Terminated Leases") shall terminate upon both parties' signatures to this Agreement and to the Locomotive Lease Agreement dated February 13, 2002 ("New Lease"). All obligations of the Terminated Leases shall cease as of the date both parties sign below, except for provisions regarding Delivery/Return and Insurance and Indemnification, which provisions shall survive until such time as all Locomotives are returned to NREC and all obligations thereunder are met by WSOR.

In addition, to the WSOR's obligations as a Lessee in the New Lease, the parties also agree that WSOR shall also owe to NREC an amount equal to the entire remaining unpaid lease rent of the Terminated Lease reduced by the Extinguished Amount ("Amount Owed").

The amount of the debt owed to NREC shall be reduced by payments of Additional Rent made by WSOR under the New Lease (the amount of such reductions being the "Extinguished Amount").

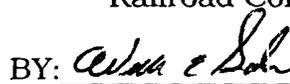
If an Event of Default occurs under the New Lease and such default is not remedied in thirty days, then NREC shall have the right to declare the Amount Owed immediately due and payable. After a default has occurred and not been remedied in thirty days, the Amount Owed will bear interest at the rate of 1.0% per month. WSOR agrees to pay all of NREC's costs of collection of the amount owed, including reasonable attorney's fees, collection agency fees and/or court costs (or such other costs and fees allowed by law).

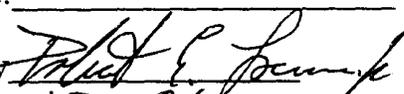
This Agreement constitutes the entire agreement and shall be governed and construed in accordance with the internal laws of the State of Illinois.

National Railway Equipment Company

Wisconsin & Southern  
Railroad Company

BY:   
Name: JAMES E. FISK  
Title: PRES. COO  
Date: 2-13-02

BY:   
Name: William E. Gardner  
Title: CEO

Date: \_\_\_\_\_  
Attested by   
Date: 2-13-02  
Date: \_\_\_\_\_

Attested by   
Secretary/Treasurer

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 13<sup>th</sup> day of February 2002 by and between the National Railway Equipment Company (LESSOR) and Wisconsin & Southern Railroad Company (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
TBD	EMD	GP38 locomotives with AR-10 alternators
TBD	EMD	GP38 locomotives with AR-10 alternators
TBD	EMD	GP38 locomotives with AR-10 alternators
TBD	EMD	GP38 locomotives with AR-10 alternators
TBD	EMD	GP38 locomotives with AR-10 alternators

**LEASE RATE  
MECHANICALLY AND ELECTRICALLY QUALIFIED  
LEAD CAB QUALIFIED WITH RETENTION TANK  
NON-PAINTED FINISH**

**BASE RENT**

REPLACEMENT VALUE	LEASE TERM	LEASE RATE PER LOCOMOTIVE		
		<u>MONTHLY</u>	<u>TWICE MONTHLY</u>	<u>DAILY</u>
\$307,000.00	7 Years	n/a	\$1,629.55	n/a
\$307,000.00	7 Years	n/a	\$1,629.55	n/a
\$307,000.00	7 Years	n/a	\$1,629.55	n/a
\$307,000.00	7 Years	n/a	\$1,629.55	n/a
\$307,000.00	7 Years	n/a	\$1,629.55	n/a

**ADDITIONAL RENT**

	LEASE RATE PER LOCOMOTIVE		
	<u>MONTHLY</u>	<u>TWICE MONTHLY</u>	<u>DAILY</u>
Per Locomotive	n/a	\$ 686.15	n/a

The payment total for five locomotives of base rent and five locomotives of additional rent is \$11,578.50 due twice monthly through automatic payment arrangement from Lessee's bank. The total number of these payments shall be one hundred and sixty-eight (168) through the duration of the seven (7) year lease agreement.

## LOCOMOTIVE LEASE AGREEMENT

**THIS LOCOMOTIVE LEASE AGREEMENT** ("Lease"), entered into as of this 16th day of July, 2003, between the NRE-ALCO Locomotive of Canada Company, a Nova Scotia corporation, ("LESSOR"), and Falconbridge Limited Kidd Metallurgical Division ("LESSEE"). All references made hereinafter relative to funds, rates, dollars, etc., are in Canadian funds.

### LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

#### 1. LEASE AND LEASED PROPERTY

Lessee hereby leases from Lessor, the locomotive(s), ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

#### 2. TERM

The term of this Lease for each locomotive shall be for an open term commencing on the date such locomotive is accepted by Lessee ("Commencement Date"). Upon termination of the lease, Lessee shall affect prompt delivery of the locomotive(s) to Lessor at its Capreol, Ontario facility. Lessor may terminate this lease upon two weeks notice.

#### 3. RENTAL

- A. The rental payable shall be due monthly as identified in Schedule "A" based upon actual days of usage each month. If usage occurs on any day then rent shall be the Per Locomotive Daily rate for each day such usage occurred. This usage will be reported directly to Lessor by Lessee and invoiced by Lessor within 5 calendar days of monthly reporting by Lessee. Payment shall be due net 10 days from date of invoice issuance. Lessee shall operate such locomotive(s) in service on its railroad. An hour meter shall be installed on the locomotive to record hours of operation. If the hour meter is damaged, removed from the locomotive or otherwise deemed inoperable following locomotive acceptance at the Lessee's facility of operation, rental owed shall be the daily rate in Schedule "A" beginning from the date of locomotive acceptance through the entire term / duration of the lease.
- B. Payments past due for more than five (5) days shall bear interest at the rate of twelve percent (12%) per annum.
- C. All rentals shall be paid to Lessor by wire transfer at:

Royal Bank of Canada  
72 Durham Street  
Sudbury, Ontario P3E 4N7

Bank # 003  
Transit #04982  
Acct #101-607-0

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

NRE-ALCO Locomotive of Canada Company

BY: 

NAME: Keith Swanson

TITLE: Plant Manager

ATTEST: D Leslie

BY: Dianne Leslie

TITLE: Administrative Assistant

(Corporate Seal)

LESSEE:

Falconbridge Limited

BY: Marc Talbot

NAME: Marc Talbot

TITLE: Custom Superintendent

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Corporate Seal)

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 16th day of July, 2003 by and between the NRE-ALCO Locomotive of Canada Company (LESSOR) and Falconbridge Limited Kidd Metallurgical Division (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>Unit Number(s)</b>	<b>Type/Model</b>	<b>GENERAL DESCRIPTION</b>
<b>NREX 1901</b>	<b>EMD GMD-1</b>	<b>1,200 horsepower switcher</b>

**PER LOCOMOTIVE**

**PER LOCOMOTIVE**

## LOCOMOTIVE LEASE AGREEMENT

THIS LOCOMOTIVE LEASE AGREEMENT ("Lease"), entered into as of this 29th day of August, 2005, between the NRE-ALCO Locomotive of Canada Company, a Nova Scotia corporation, ("LESSOR"), and Falconbridge Limited Kidd Metallurgical Division ("LESSEE"). All references made hereinafter relative to funds, rates, dollars, etc., are in Canadian funds.

### LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

#### 1. LEASE AND LEASED PROPERTY

Lessee hereby leases from Lessor, the locomotive(s), ("Locomotives"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

#### 2. TERM

The term of this Lease for each locomotive shall be for an open term commencing on the date such locomotive is accepted by Lessee ("Commencement Date"). Upon termination of the lease, Lessee shall affect prompt delivery of the locomotive(s) to Lessor at its Capreol, Ontario facility. Lessor may terminate this lease upon two weeks notice.

#### 3. RENTAL

- A. The rental payable shall be due monthly as identified in Schedule "A" based upon actual days of usage each month. If usage occurs on any day then rent shall be the Per Locomotive Daily rate for each day such usage occurred. This usage will be reported directly to Lessor by Lessee and invoiced by Lessor within 5 calendar days of monthly reporting by Lessee. Payment shall be due net 10 days from date of invoice issuance. Lessee shall operate such locomotive(s) in service on its railroad. An hour meter may be installed on the locomotive to record hours of operation. If the hour meter is damaged, removed from the locomotive or otherwise deemed inoperable following locomotive acceptance at the Lessee's facility of operation, rental owed shall be the daily rate in Schedule "A" beginning from the date of locomotive acceptance through the entire term / duration of the lease.
- B. Payments past due for more than five (5) days shall bear interest at the rate of twelve percent (12%) per annum.
- C. All rentals shall be paid to Lessor by wire transfer at:

Royal Bank of Canada  
72 Durham Street  
Sudbury, Ontario P3E 4N7

Bank # 003  
Transit #04982  
Acct #101-607-0

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

LESSEE:

NRE-ALCO Locomotive of Canada Company

Falconbridge Limited

BY: Bryan Johns

BY: Marc Talbot

NAME: Bryan Johns

NAME: Marc Talbot

TITLE: Plant Manager

TITLE: Materials Superintendent

ATTEST: MARK LESLIE

ATTEST: \_\_\_\_\_

BY: Leslie

BY: \_\_\_\_\_

TITLE: Accounts Executive

TITLE: \_\_\_\_\_

(Corporate Seal)

(Corporate Seal)

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 29th day of August, 2005 by and between the NRE-ALCO Locomotive of Canada Company (LESSOR) and Falconbridge Limited Kidd Metallurgical Division (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>Unit Number(s)</b>	<b>Type/Model</b>	<b>GENERAL DESCRIPTION</b>
NREX 1283	EMD SW10	1,200 horsepower switcher

JOHN D. HEFFNER, PLLC

1920 N ST., N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

RECORDATION NO. 25433 FILED  
FEB 2 '05 4:23 PM  
SURFACE TRANSPORTATION BOARD

February 2, 2005

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423-0001  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Lease Agreement dated January 10, 2005, a primary document under the Board's recordation regulations.

The names and addresses of the parties to the enclosed document are:

Lessor:	National Railway Equipment Co. P.O. Box 2270 Dixmoor, IL 61282
Lessee:	Allegheny Valley Railroad Company P.O. Box 127 Verona, PA 15147

A description of the railroad equipment covered by Lease Agreement is:

One EMD model SW-1500 switching locomotive  
bearing road number NREX 2531

A short summary of the document to appear in the index is:

"Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$32 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Hon. Vernon A. Williams  
February 2, 2005  
Page two

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John D. Heffner", with a long, sweeping horizontal flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.

25433

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of January 10, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and ALLEGHENY VALLEY RAILROAD COMPANY ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of January 10, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

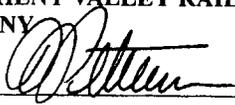
- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**ALLEGHENY VALLEY RAILROAD COMPANY**

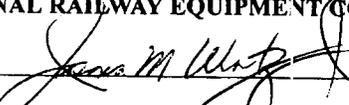
By: 

Name: Russell A. Peterson

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF PA )  
COUNTY OF Allegheny ) SS.

On this 8<sup>th</sup> day of January, 2005, before me appeared Russell A. Peterson, the person who signed this instrument who acknowledged that (s) he is the President of Allegheny Valley Railroad and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*[Handwritten Signature]*

Notary Public

[Seal]

Notarial Seal  
Thomas P. Hunkele, Notary Public  
Penn Hills Twp., Allegheny County  
My Commission Expires Jan. 22, 2005

My Commission Expires:

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.

On this 11<sup>th</sup> day of January, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Seal] OFFICIAL SEAL  
LISA A. FUEHRMEYER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12-30-2008

*[Handwritten Signature]*  
Notary Public

My Commission Expires:

12-30-08

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: ALLEGHENY VALLEY RAILROAD COMPANY

Approved by: \_\_\_\_\_ *[Signature]*  
(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_

Equipment Located at:

National Railway Equipment Co.'s  
staging facility in Coltsneck, New Jersey

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD SW-1500 Switcher Locomotive

*VR EX 2531*

*ex- SP 2531*

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of July 29, 2003, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and WV Southern Railway Company ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

The locomotive is fully-described in a certain Lease Agreement dated as of July 29, 2003 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**WV SOUTHERN RAILWAY COMPANY**

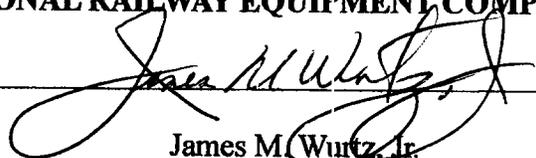
By: 

Name: ROGER S. LIPSCOMB

Title: PRESIDENT

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s) he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

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

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 29th day of July, 2003, before me appeared Jim Wurtz, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



*Lisa Fuehrmeyer*

Notary Public

My Commission Expires:

12-30-06



**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 29<sup>th</sup> day of July 2003 by and between the National Railway Equipment Company (LESSOR) and WV Southern Railway Company (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 1442	EMD	SW-14 EMD Switcher Locomotive

---

**LEASE RATE**

JOHN D. HEFFNER, PLLC

1920 N St., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO. 25419 FILED

JAN 21 '05 9-32 AM

SURFACE TRANSPORTATION BOARD

January 19, 2005

Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease, a primary document, dated November 11, 2004.

The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co., P.O. Box 2270, Dixmoor, Illinois 61282.

Lessee: WV Southern Railway Company, 2 Thurmond Station, Thurmond, West Virginia 25936.

A description of the equipment covered by the document follows: The equipment being leased consists of one EMD GP38-2 four axle locomotive, unit number WVSR 5872.

A fee of \$32.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to: John D. Heffner, 1920 N Street, N.W., Suite 800, Washington, D.C. 20036.

A short summary of the document to appear in the index follows: Lease between National Railway Equipment Co., P.O. Box 2270, Dixmoor, Illinois 61282 and WV Southern Railway Company, 2 Thurmond Station, Thurmond, West Virginia 25936, dated November 11, 2004, and covering one GP38-2 four axle locomotive, unit number WVSR 5872.

Respectfully submitted;

National Railway Equipment Co.

By its attorney,

A handwritten signature in black ink, appearing to read "John D. Heffner", is written over a horizontal line.

John D. Heffner

John D. Heffner, PLLC

1920 N Street, NW

Suite 800

Washington, D.C. 20036

(202) 263-4180

cc: Robert Loewer, Esq.

## Surface Transportation Board

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

January 21, 2005

John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on January 21, 2005 , at 09:32 AM and assigned recordation number 25419.

Sincerely yours,



Regena Smith-Bernard  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

*Rh*

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of December 16, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and WV SOUTHERN RAILWAY COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of December 16, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**WV SOUTHERN RAILWAY COMPANY**

By: *Roger S. Lipscomb*

Name: ROGER S. LIPSCOMB

Title: PRESIDENT

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

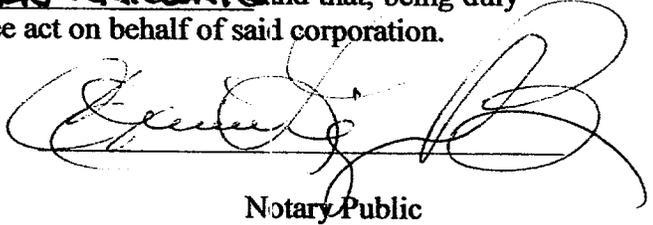
By: *James M. Wurtz, Jr.*

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF West Virginia )  
 )  
COUNTY OF Mitnam ) SS.

On this 17 day of December 2004, before me appeared Roger S. Lipscomb, person who signed this instrument who acknowledged that (s) he is the President of WV Southern Railway and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

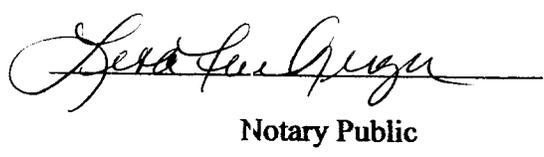
  
Notary Public

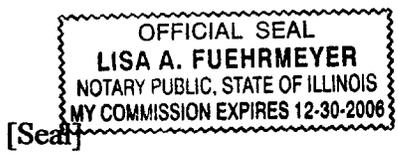


My Commission Expires:  
Sept 14, 2014

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 14th day of January 2004, before me appeared [Signature], the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

  
Notary Public

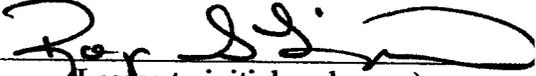


My Commission Expires:  
12-30-06

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: WU SOUTHCEN RAILWAY CO.

Approved by:   
(Lessee to initial each page)

Equipment Located at:

\_\_\_\_\_ National Railway Equipment Co.  
Mt. Vernon, Illinois

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

GP-9 EMD Four Axle 1,750 HP  
NREX 1407

**JOHN D. HEFFNER, PLLC**

1920 N ST., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO. 25420 FILED

JAN 21 '05

9-42 AM

SURFACE TRANSPORTATION BOARD

January 19, 2005

Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease, a primary document, dated December 16, 2004.

The names and addresses of the parties to the documents are as follows:

Lessor: National Railway Equipment Co., P.O. Bcx 2270, Dixmoor, Illinois 61282.

Lessee: WV Southern Railway Company, 2 Thurmond Station, Thurmond, West Virginia 25936.

A description of the equipment covered by the document follows: The equipment being leased consists of one EMD GP-9 four axle locomotive, unit number NREX 1407.

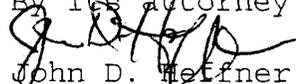
A fee of \$32.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to: John D. Heffner, 1920 N Street, N.W., Suite 800, Washington, D.C. 20036.

A short summary of the document to appear in the index follows: Lease between National Railway Equipment Co., P.O. Box 2270, Dixmoor, Illinois 61282 and WV Southern Railway Company, 2 Thurmond Station, Thurmond, West Virginia 25936, dated December 16, 2004, and covering one EMD GP-9 four axle locomotive, unit number NREX 1407.

Respectfully submitted,

National Railway Equipment Co.

By its attorney,



John D. Heffner

John D. Heffner, PLLC

1920 N Street, NW

Suite 800

Washington, D.C. 20036

(202) 263-4180

cc: Robert Loewer, Esq.

## Surface Transportation Board

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

January 21, 2005

John D. Heffner, PLLC

1920 N Street, N.W., Suite 800  
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on January 21, 2005 , at 09:42 AM and assigned recordation number 25420.

---

Sincerely yours,



Regena Smith-Bernard  
Section of Administration

## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of November 11, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and WV Southern Railway Company ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of November 11, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

**WV SOUTHERN RAILWAY COMPANY**

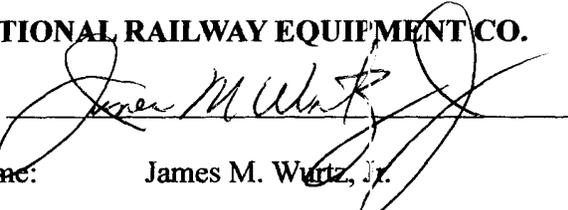
By: 

Name: Roger S. Lipscomb

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

STATE OF West Virginia )  
 ) SS.  
COUNTY OF Fayette )

On this 16<sup>th</sup> day of Dec., 2004, before me appeared R. Lipscomb, the person who signed this instrument who acknowledged that (s) he is the PRES. of WV. Southern Railway and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Jon A. Dragan  
Notary Public

[Seal]



My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 16<sup>th</sup> day of January, 2004, before me appeared [Signature], the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Lisa A. Fuchermeyer  
Notary Public

[Seal]



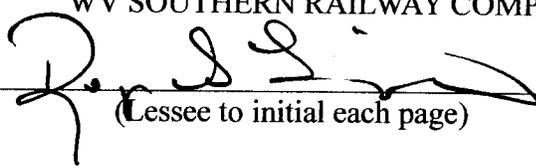
My Commission Expires:  
12-30-06

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: WV SOUTHERN RAILWAY COMPANY

Approved by:

  
(Lessee to initial each page)

Equipment Located at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP38-2

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 11<sup>th</sup> day of November 2004 by and between the National Railway Equipment Co. (LESSOR) and WV Southern Railway Company (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
WVSR 5872*	EMD	GP38-2 Four Axle

**Surface Transportation Board**

Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

July 26, 2005

Christopher T. Murphy  
National Railway Equipment Co.  
14400 South Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on July 26, 2005 , at 04:14 PM and assigned recordation number 25724.

Sincerely yours,



Karen January  
Section of Administration

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of July 20, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and R.J. CORMAN RAILROAD ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of July 18, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

**LESSEE:**

RECORDATION NO. 25724 FILE

**R.J. CORMAN RAILROAD**

JUL 26 '05

**4-14 P**

**SURFACE TRANSPORTATION BOARD**

By: *Kenneth P. Adams*

Name: *Kenneth P. Adams*

Title: *CFD*

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: *James M. Wurtz, Jr.*

Name: **James M. Wurtz, Jr.**

Title: **Vice President**



## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: R.J. CORMAN RAILROAD

Approved by: \_\_\_\_\_

*KA*

(Lessee to initial each page)

Attached to Bill of Sale dated: \_\_\_\_\_

Equipment Located at:

R. J. Corman Railroad operations in  
Thurmond, West Virginia

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

NREX 1442 EMD SW-14 Switcher Locomotive

NREX 1407 EMD GP-9 Four Axle, 1,750  
Horsepower Locomotive