



1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

RECORDATION NO. 32120  
FILED FEBRUARY 29, 2016 12:45 PM  
SURFACE TRANSPORTATION BOARD

February 29, 2016

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
Washington DC 20423-0001

Re: Rail Equipment Recordation; E-Filing

Dear Section Chief,

I have attached for recordation, pursuant to 49 U.S.C. 11301, one original and one certified true copy of a Locomotive Lease Agreement, dated November 1, 2002, a primary document.

The names and addresses of the parties to the enclosed Locomotive Lease Agreement are as follows:

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

Lessee: Jamalco, a division of Alcoa World Alumina, LLC  
Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801

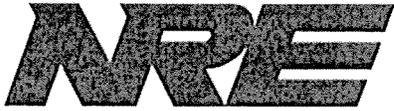
The equipment covered by the Locomotive Lease Agreement is as follows:

One GP38 AC Locomotive, bearing road # NREX 1989.

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

Locomotive Lease Agreement between National Railway Equipment Co. (Lessor) and Jamalco, a division of Alcoa World Alumina, LLC (Lessee), dated November 1, 2002, for the lease of one GP38 AC Locomotive, bearing road # NREX 1989.

Attached please find a credit card authorization form in the amount of \$43.00 to cover the E-Filing fees for recordation of the attached Locomotive Lease.



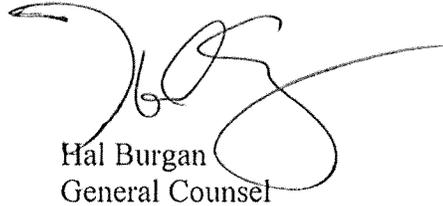
1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

Please return a date-stamped copy of the Locomotive Lease Agreement to:

Hal Burgan  
National Railway Equipment Co.  
P.O. Box 1416  
Mt. Vernon, Illinois 62864

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'HB', is written over the typed name and title.

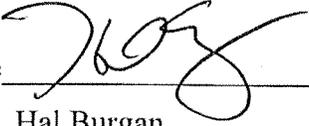
Hal Burgan  
General Counsel



1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

I, Hal Burgan, certify that I am the General Counsel of National Railway Equipment Co., that the seal affixed to the forgoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by the authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further state under penalty of perjury that the foregoing is true and correct.

Executed on

Signature   
Hal Burgan  
General Counsel  
National Railway Equipment Co.

**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



Amount cap, begin to exceed the Total Rental Amount cap, Lessor may at its option choose to supply the associated labor and materials directly.

#### 4. TAXES

Lessee shall pay its pro-rated share of the excise and ad valorem taxes on this Lease of the Locomotive(s), or Lessee's pro-rated share of the excise and ad valorem taxes applicable to the use, registration, rental, maintenance, possession or operation thereof, and shall hold Lessor harmless against any liability and expense (including attorney fees and costs) on account of Lessee's failure to pay its portion of the applicable taxes, provided, however, that Lessee shall not be responsible for any income taxes, earnings taxes, or other liabilities indigenous to the Lessor.

#### 5. OWNERSHIP AND LESSOR'S INSPECTION

- A. The Locomotive(s) shall at all times remain the sole and exclusive property of the Lessor.
- B. Upon reasonable notice to Lessee, Lessor or its agents shall have free access to the Locomotive(s) at reasonable times for the purpose of inspections.
- C. No accessions, additions, alterations or improvements to the Locomotive(s) of any nature shall be made without Lessor's consent, but if any are made, they immediately shall become part of the Locomotive(s) and shall become Lessor's property. However, the cost of any accessions, additions, alterations, changes, or improvements that are required by the AAR, DOT, FRA or any federal governmental authority during the term of this Lease will be borne by the Lessor.
- D. Lessor shall keep the Locomotive(s), at all times, free and clear from all claims, liens and encumbrances.
- E. This Lease is intended to be a true lease of the Locomotive(s) and is not and in no way shall be construed as creating a sale of the Locomotive(s) to Lessee.

#### 6. DELIVERY/RETURN

Lessee shall accept delivery of the Locomotive(s) at Lessor's interchange point with the Burlington Northern Railroad in Silvis, Illinois. Except as set forth in Paragraph 11, upon expiration or other termination of this Lease, Lessee shall return such Locomotive(s) to Lessor or to Lessor's end-user(s) at one or more of its designated contiguous United States facilities in good order and condition, reasonable wear and tear excepted. Lessee shall bear freight delivery and return costs. Lessee shall pay or reimburse Lessor up to the Total Rental Amount of the Lease for any reasonable and ordinary expenses incurred by Lessor in returning the Locomotive(s) to good order and condition, in delivering the Locomotive(s) to Lessor or effecting return of the Locomotive(s) from Lessee as provided herein.

#### 7. LESSEE'S INSPECTION/WARRANTY

- A. Lessee shall be responsible for the normal repairs or normal maintenance, including associated labor, freight, and materials expense, of the Locomotive(s) during the term of this Lease up to the Total Rental Amount of the Lease. Labor rates and parts procurement dollars are to be within railroad industry standards.

A handwritten signature in black ink, appearing to be initials or a name, located in the bottom right corner of the page.

B. Lessee also will be responsible for the parts replacement of the Major Components including labor and freight.

Major Components shall be defined as follows:

1. Engine crankshaft
2. Alternator
3. Traction Motor
4. Air Compressor
5. Auxiliary Generator

C. The Lessor agrees that the Locomotive and related equipment is in complete and operational condition at the time of delivery interchange to the Lessee at Silvis, Illinois. Lessor also agrees that the Locomotive and related equipment shall be delivered to Lessee in full compliance with all specifications and regulations including OEM specifications and FRA safety standards and other safety rules and regulations now or hereafter promulgated by applicable governmental authorities. Reference Exhibits I and II for locomotive equipment description and condition detail. Lessor warrants that said Locomotive is of the size, design, capacity and manufacture as required and selected by Lessee and said Locomotive is suitable for Lessee's present use and purposes in entering into this Lease. Lessor warrants that all Locomotives hereunder will be free from defects in design, material and workmanship. Warranties made by the seller and/or manufacturer of the leased Locomotive and related equipment are assigned by Lessor to Lessee.

## 8. USE AND MAINTENANCE

Lessee agrees that:

A. The Locomotive(s) shall be used and operated only by properly qualified, trained and registered personnel authorized by Lessee.

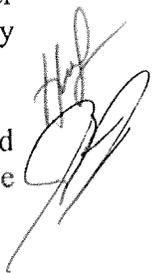
B. Lessee shall substantially comply with all federal, state, municipal and local laws, ordinances, and rules, and regulations relating to the Lease, possession, insuring, use and operation of the Locomotive(s).

C. Except as otherwise provided in this Lease, Lessee shall pay expenses and charges incurred in connection with the maintenance, lease, use and operation of the Locomotive(s) up to the Total Rental Amount of this Lease.

D. Lessee shall maintain the Locomotive(s) in good mechanical condition and running order and in compliance with OEM specifications and safety rules and regulations promulgated by applicable governmental authorities at the time of this Lease.

E. Lessee shall keep and maintain any and all books and records and make any filings required by any governmental authority with respect to the possession, lease, use or operation of the Locomotive(s).

## 9. INSURANCE/INDEMNIFICATION



A. Public liability insurance providing coverage in an amount not less than three million (\$3,000,000.00) dollars combined single limit per occurrence shall be provided by Lessee at Lessee's sole expense throughout the term of this Lease as to each Locomotive. The insurance policy or policies providing the foregoing coverage shall:

- i. be written by a financially responsible insurance company or companies authorized to transact business in all of the states in which the Locomotive(s) will be used and operated.
- ii. name Lessor and Lessee as insured parties.
- iii. protect the interests of Lessor and Lessee, including Lessee's authorized operators, with respect to liability for injuries to or the death of third party persons and damage to or loss of use of property of third persons resulting from the ownership, maintenance, use or operation of the Locomotive(s).
- iv. provide by endorsement or otherwise that the coverage shall be primary coverage as to Lessor.
- v. provide that the insurance company or companies issuing such policy or policies shall notify Lessor of any cancellation thereof at least thirty (30) days prior thereto.

B. Lessee, at Lessee's sole expense, shall provide collision and comprehensive physical damage insurance on each Locomotive. Lessee may maintain such insurance under blanket policies consistent with industry standards, with coverage and deductibles written in the manner in which Lessee customarily insures comparable risks. The insurance policy or policies providing the foregoing coverages shall:

- i. be written in standard form by a financially responsible insurance company.
- ii. provide coverage in an amount not less than the replacement value of the Locomotive(s).
- iii. provide for losses to be payable to Lessor and Lessee as their respective interests may appear.

C. Lessee shall furnish Lessor with a certificate(s) of insurance or other evidence of said insurance coverage.

D. Notwithstanding that Lessee shall provide certain insurance hereunder, and except for such loss, destruction, or damage to the Locomotive(s) or parts thereof arising from Lessor's negligence, Lessee does hereby agree to defend, indemnify, protect and hold harmless Lessor and any assignees or successors of Lessor, and their respective employees and agents, from the loss or destruction of, or damage to, the Locomotive(s) or any parts thereof, or any liability, loss, claim, suit, damage or expense in connection therewith during the term of this Lease. Lessor shall not be entitled to indemnification for damages, loss, or destruction of the Locomotive(s) or any parts thereof, or any liability, loss, claim, suit, damage in connection therewith during the term of this Lease, if the same was caused by a latent or hidden defect in the Locomotive(s) or any parts thereof furnished by Lessor.



E. In the event of damage, misuse, or neglect to a Locomotive, Lessee shall immediately place the same in good repair (ordinary wear and tear excepted). If Lessor and Lessee, in the exercise of reasonable judgment, determine and agree that the Locomotive is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of a Locomotive, Lessee shall (at Lessee's option provided Lessee is not then in default under the Lease) (i) take all the necessary steps to repair, restore or replace such Locomotive with substantially similar equipment of equal or greater value and in good repair and transfer title thereto to Lessor free and clear of any all liens, claims and encumbrances of any kind or nature whatsoever, or (ii) pay Lessor in cash the sum of (a) any installments of rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the Stipulated Loss Value of such Locomotive determined in accordance with Schedule A. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate. Lessee shall pay any sales and use taxes due on such transfer.

F. If Lessee shall fail to obtain or maintain the insurance coverage required in this lease, or shall fail to furnish Lessor with evidence thereof, Lessor at its option, may obtain such required insurance coverage on behalf of Lessee and Lessee's expense.

**10. ASSIGNMENT. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT SELL, ASSIGN, SUBLET OR OTHERWISE ENCUMBER OR PERMIT A LIEN ARISING THROUGH LESSEE TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE OR THE LOCOMOTIVES.** Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Locomotives without notice to or the consent of Lessee. Lessor and Lessee further agree that no such assignment shall change Lessee's or Lessor's duties or obligations under this lease or increase Lessee's risks or burdens, all of which shall remain as set forth herein. Each party to this Lease acknowledges notice of and consents in all respects to, the terms of this Lease.

#### **11. RENEWAL OPTION**

So long as no Event of Default shall have occurred and be continuing, the Lessee may upon 30 days notice, elect the option to renew the Locomotive at the end of the initial lease term. The renewal options are listed on Schedule A. The Lessee shall elect subject option through a written notice.

#### **12. DEFAULT**

A. Lessee shall be in default under this Lease upon the happening of the following events or conditions ("Event of Default") described in this Section:

- i. Default in the payment of any installment of Rental hereunder when such default in performance shall have continued for a period of thirty (30) days after written notice thereof given by the Lessor.
- ii. Default in the timely performance of any other liability, obligation, covenant or agreement hereunder of Lessee when such default in timely performance of any liability, obligation, covenant, or agreement shall have continued for a period of thirty (30) days after written notice thereof given by the Lessor.

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

B. Lessor shall be in default under this Lease upon the happening of the following events or conditions:

- i. If Lessor breaches any obligation under this Lease or defaults in the performance of any liability, covenant or agreement hereunder.
- ii. If the Lessor delivers the Locomotive and the Locomotive fails to operate or is in violation of OEM specifications and FRA and other applicable safety rules and regulations now or hereafter promulgated by applicable governmental authorities.

### 13. REMEDIES UPON DEFAULT

A. **Lessor's Remedies:** Upon the occurrence of any Event of Default or at any time hereafter, Lessor may take any one or more of the following actions with respect to the Locomotive(s):

- i. Declare all unpaid amounts of rental to be immediately due and payable.
- ii. Terminate the lease of any or all Locomotives by written notice to Lessee.
- iii. Require that Lessee shall, upon written demand by Lessor and at Lessee's expense, promptly make available to Lessor at Lessee's expense, the Locomotive(s) at places designated by Lessor, which are reasonably convenient to both parties. Use, hold, sell, lease or otherwise dispose of any or all such Locomotive(s) as Lessor in its sole discretion may decide, without affecting the obligations of Lessee as provided in this Lease.
- iv. Sell or lease any or all Locomotive(s), at public or private sales or proceedings, at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by applicable law, any notice in writing of any such sale or Lease by Lessor to Lessee not less than thirty 30 days prior to the date thereof shall constitute reasonable notice to Lessee.
- v. Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof or to rescind the lease hereunder of any or all Locomotive(s).
- vi. Exercise any and all rights and remedies available to Lessor under any applicable law. In addition, Lessee shall be charged with and shall pay to Lessor all reasonable costs and expenses of Lessor incurred as a result of each Event of Default by Lessee.

B. **Lessee's Remedies:** Upon the occurrence of any Event of Default or at any time hereafter, Lessee may take any one or more of the following actions with respect to the Locomotive(s):

- i. Lessee may terminate this Lease without penalty and without obligation to pay the remaining lease term and without being in default under this Section or any other provision hereunder. In this event, Lessor will be responsible for any and all



damages caused by Lessor's failure to perform its obligations under this Lease. However, not terminating this Lease in no way constitutes acceptance by the Lessee of the default, and in no way limits the remedies of the Lessee.

- ii. Exercise any and all rights and remedies available to Lessee under any applicable law. In addition, Lessor shall be charged with and shall pay to Lessee all reasonable costs and expenses of Lessee incurred as a result of each Event of Default by Lessor.
- iii. Proceed by appropriate action either at law or in equity to enforce performance by Lessor of the applicable covenants of this Lease or to recover damages for the breach thereof or to rescind the Lease hereunder of any or all Locomotive(s).
- iv. Terminate the lease of any or all Locomotives by written notice to Lessor.

C. None of the rights and remedies under or referred to in this paragraph is intended to be exclusive, but each such right or remedy shall as to each Locomotive be cumulative and may be availed of separately or concurrently with or in addition to any other right or remedy provided or referred to herein or otherwise available to Lessor or Lessee at law or in equity. Any repossession or subsequent sale or lease by Lessor of any Locomotive(s) shall not bar an action against Lessee for a deficiency.

D. Without limitation of any rights of Lessor otherwise existing or otherwise available to Lessor, it is expressly covenanted and agreed by the parties hereto that in the event of any assignment by operation of law of this Lease or of any lease hereunder, or of a bankruptcy of Lessee within the meaning of the Federal Bankruptcy Act, then Lessor may, at Lessor's election, terminate this Lease or any one or more leases hereunder.

#### **14. RECORDATION OF LESSOR'S INTEREST**

Lessor acknowledges that recordation of Lessor's interest is Lessor's responsibility and Lessor agrees to execute all recording documents to show Lessor's interest in the Locomotive(s).

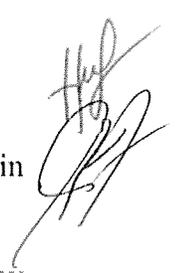
#### **15. CONFIDENTIALITY**

Lessor acknowledges that all processes, methods, drawings, data, reports, plans, documents, business secrets and confidential information of any kind pertaining to the business of Lessee which is non-public ("Confidential Information") is proprietary to Lessee. Lessor agrees to maintain such Confidential Information as secret and confidential, and shall not disclose, use or permit disclosure or use of such Confidential Information. Promptly upon request, Lessor shall return all copies of materials encompassing Confidential Information to Lessee.

#### **16. MISCELLANEOUS**

A. This Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.

B. Neither this Lease nor any schedule shall be amended, and no provision hereof or of any Schedule shall be waived or varied unless by a writing signed by the parties.

A handwritten signature in black ink, appearing to be 'H. J. ...', is located in the bottom right corner of the page.

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.

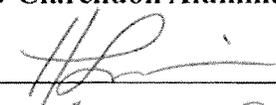
LESSOR:

LESSEE:

National Railway Equipment Co.

JAMALCO Clarendon Alumina Works

BY: 

BY: 

NAME: James E. Fisk

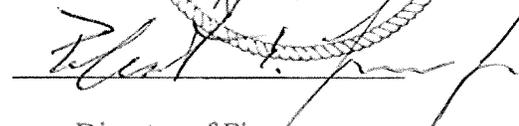
NAME: Hector M. Sireara

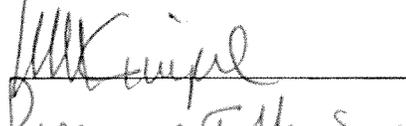
TITLE: President

TITLE: Procurement Specialist

ATTEST: Robert E. Loewer

ATTEST:

BY: 

BY: 

TITLE: Director of Finance

TITLE: Procurement Mgr. Expert

(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:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 1989	EMD	GP38 AC Locomotive

LEASE RATE

REPLACEMENT VALUE	LEASE TERM	LEASE RATE PER LOCOMOTIVE	
		<u>MONTHLY</u>	<u>DAILY</u>
<del>██████████</del>	9 Months*	\$0.00	\$0.00

RENEWAL RATE AND TERM: Effective November 30, 2002, JAMALCO shall agree to pay a daily straight lease rate of ~~██████████~~ (backdated to November 1, 2002) in the event Alcoa or one of its wholly / partially owned subsidiaries and/or affiliates does not exercise the purchase of one remanufactured GP40-3 from the Lessor at the approximate value of ~~██████████~~ on/or before November 29, 2002. In the event the subject GP40-3 purchase is not exercised with Lessor by this date, the daily straight lease rate of ~~██████████~~ shall apply through a minimum lease period of 300 days with all other terms and conditions of this Locomotive Lease Agreement to remain in full force and effect.

\* or until such time that the GP40-3 remanufactured locomotive is delivered to Jamaica and commissioned at the project site without undue delay be either the Lessor or Lessee excepting for Acts of God

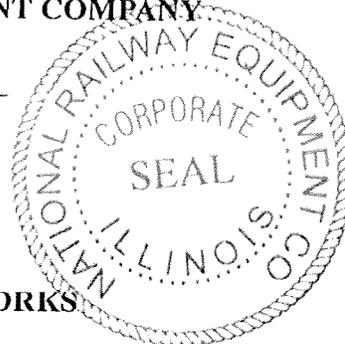
COMMENCEMENT DATE: November 1, 2002.

LESSOR: THE NATIONAL RAILWAY EQUIPMENT COMPANY

BY: [Signature]

NAME: James E. Fisk

TITLE: President



LESSEE: JAMALCO CLARENDON ALUMINA WORKS

BY: [Signature]

NAME: Alfonso M. Sierra

TITLE: Procurement Specialist

NATIONAL RWY. EQUIPMENT COMPANY	EXHIBIT I
	1 PIECE FRA CONTROL STANDS
LOCOMOTIVE MODEL	GP-38 MULTIPLE UNIT CAPABLE
MANUFACTURER	ELECTRO-MOTIVE DIVISION
YEAR MANUFACTURED	1972
UNIT NUMBER	NREX 1989
LOW NOSE	YES
SHORT HOOD FORWARD	YES
LOCOMOTIVE WEIGHT	250,000
ENGINE MODEL	16-645-E
HORSEPOWER	2000
GENERATOR/ALTERNATOR MODEL	AR-10
AUX. GENERATOR MODEL	14 KW
AIR COMPRESSOR MODEL	GARDNER-DENVER WBO 2 STAGE 3 CYL.
AIR BRAKE TYPE	26-L
TRACTION MOTOR MODEL	D-77
TRUCK TYPE	EMD GP STYLE
BEARING TYPE	HYATT ROLLER BEARING
WHEELS	40"
WHEEL THICKNESS	2 " OR BETTER
GEAR RATIO	62/15
DYNAMIC BRAKE EQUIPPED	YES EXTENDED RANGE
DATE OF LAST REBUILD	1997
FUEL CAPACITY	2600
BATTERY CONDITION	GOOD
GENERAL CONDITION	FULLY QUALIFIED
F.O.B. POINT	SILVIS, ILLINOIS

## Order 150388695

Order Number	150388695	Order Type	PurchaseOrder
Quote Number		Requested Ship by Date (DD/MM/YYYY)	
Order Date (DD/MM/YYYY)	05/09/2015 09:04		
Account Code	KINGSTON,	Delivery Date (DD/MM/YYYY)	
Contract Number		Currency	USD
Priority	NORMAL	Purpose	Original
Multiple Delivery Points	N		

**Notes From Buyer**

Unless there are additional terms and conditions contained in a Master Agreement, or in this PO, that modify Company's standard terms, this PO will be governed by Alcoa's Standard PO Terms [Alcoa Standard PO Terms - Goods Dated 06/12 or Alcoa Standard PO Terms - Services Dated 06/12] available at [http://www.alcoa.com/global/en/about\\_alcoa/sell\\_terms.asp](http://www.alcoa.com/global/en/about_alcoa/sell_terms.asp). Please contact the buyer identified on this PO if you require a printed copy.

Buyer Party	Q163613	Name 1 :	OU ALCOA WORLD ALUMINA LLC
Party Tax ID :		Name 2 :	13 WATERLOO RD
Contact Name :	SMITH, SONIA LEONORA	Street:	
Phone :	986-2561 Ext 3226	City :	KINGSTON
Fax :	876-986-2026	Contact Id:	
Email :	Sonia.Smith@alcoa.com		

Seller Party	Q182402	Name 1 :	NATIONAL RAILWAY EQUIPMENT CO
Party Tax ID :		Name 2 :	
Contact Name :		Street:	908 SHAWNEE STREET
Phone :	-	City :	MOUNT VERNON 62864
Fax :	6182419275	Contact Id:	
Email :	P.BROWN@NATIONALRAILWAY.COM		

<b>Payment &amp; Transport Information</b>	Terms of Delivery Description	ORIGIN, SEE NOTE
Net Days Due	Terms of Delivery Code	DeliveryCondition
Net Date Time Reference	Transport Terms	
Payment Mean Code	Shipping Payment Method	FOB-Origin, See Note
Payment Terms Code	Shipping Instructions	
InstrumentNotDefined		
90EOAP		

## Order 150388695

Order Number	150388695	Order Type	PurchaseOrder
Quote Number		Requested Ship by Date (DD/MM/YYYY)	
Order Date (DD/MM/YYYY)	05/09/2015 09:04	Delivery Date (DD/MM/YYYY)	
Account Code	KINGSTON,	Currency	USD
Contract Number		Purpose	Original
Priority	NORMAL		
Multiple Delivery Points	N		

Alcoa Inc. requires suppliers to utilize the BestTransport Supplier Connection Portal for shipments meeting the conditions set forth below:  
 Supplier Criteria for using BestTransport Supplier Connection

- \* Alcoa Inc. responsible for freight payment to the carrier.
- \* For shipments within North America (excluding inter and intra Mexico)
  - \* For single shipments weighing 150 lbs. or more
  - \* For motor carrier service shipped as Van, Flat Bed, or LTL.

Alcoa suppliers are to register with BestTransport Supplier Connection at <http://supplier.bestshippers.com>. To register, click on the Create Account button and enter the Alcoa account key 4alcoa (the key is case sensitive) and click the Submit button.

For assistance creating an account, entering shipment information, or shipment questions or problems, suppliers should contact Alcoa Central Dispatch at 1-866-209-3737 option 6 or via email at [CentralDispatch@alcoa.com](mailto:CentralDispatch@alcoa.com). For assistance in French, contact the Transportation Group at 1-819-294-3036 or by email at [DL-NerDepartementTransport@alcoa.com](mailto:DL-NerDepartementTransport@alcoa.com)

Shipments weighing less than 150 lbs. are to be routed directly using UPS Small Package, referencing the appropriate Alcoa Shipper Account Number.

Payment Terms Notes	NET90EOAP	Carrier ID	
Transport Mode		Carrier	

Card Type	Authorization Code	Card Holder's Name	
Card Number		Reference Number	
Expiration Date			

Bill To Party	OU ALCOA WORLD ALUMINA LLC	Ship To Party	
Name 2 :		Name 2 :	
Street:	XML INVOICE REQUIRED XML FACTURE REQUISE Pittsburgh 15212	Street:	
Contact Name :		Contact Name :	
Phone :		Phone :	
Fax :		Fax :	
Email :		Email :	

## Order 150388695

Order Number	150388695	Order Type	PurchaseOrder
Quote Number		Requested Ship by Date (DD/MM/YYYY)	
Order Date (DD/MM/YYYY)	05/09/2015 09:04	Delivery Date (DD/MM/YYYY)	
Account Code	KINGSTON,	Currency	USD
Contract Number		Purpose	Original
Priority	NORMAL		
Multiple Delivery Points	N		

**List of Order Details**

Line#	Supplier Part Number	Buyer Part Number	Mfgr Part Number	Description	Price UOM	Quantity	Unit Price	Delivery Date (DD/MM/YYYY)	Total Tax	Amount
1				PROVISION OF LEASE OF ONE(1) CP38 - AC LOCOMOTOTIVE UNIT NREX 1989 (ANNUAL RENTAL)		25519.98	1	29/02/2016 13:00		25519.98

<b>Buyer Status</b>	
Price Basis	1 USD / 0 Delivery Code
Final Recipient	
ID	Street 2
Name 1	O'BRIEN, CHRISTINE MARIE Street 3
Name 2	AWA-JAMALCO-INV-MRO Department
Street 1	
<b>Detail Notes</b>	
WorkOrderNum	Work Order Number - WO14337638

<b>Order Summary Information</b>						
Order Amount	<del>25519.98</del>	Total Tax	Currency	USD	# Items	1



1100 Shawnee Street  
Mount Vernon, Illinois  
(P) 618.241.9270

I, Hal Burgan, certify that I am the General Counsel of National Railway Equipment Co., that I have compared this copy of the Locomotive Lease Agreement with the original Locomotive Lease Agreement and have found the copy to be complete and identical in all respects to the original document. I further state under penalty of perjury that the foregoing is true and correct.

Executed on

Signature

A handwritten signature in black ink, appearing to read 'H. Burgan', is written over a horizontal line.

Hal Burgan  
General Counsel  
National Railway Equipment Co.

## 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

Amount cap, begin to exceed the Total Rental Amount cap, Lessor may at its option choose to supply the associated labor and materials directly.

#### 4. TAXES

Lessee shall pay its pro-rated share of the excise and ad valorem taxes on this Lease of the Locomotive(s), or Lessee's pro-rated share of the excise and ad valorem taxes applicable to the use, registration, rental, maintenance, possession or operation thereof, and shall hold Lessor harmless against any liability and expense (including attorney fees and costs) on account of Lessee's failure to pay its portion of the applicable taxes, provided, however, that Lessee shall not be responsible for any income taxes, earnings taxes, or other liabilities indigenous to the Lessor.

#### 5. OWNERSHIP AND LESSOR'S INSPECTION

- A. The Locomotive(s) shall at all times remain the sole and exclusive property of the Lessor.
- B. Upon reasonable notice to Lessee, Lessor or its agents shall have free access to the Locomotive(s) at reasonable times for the purpose of inspections.
- C. No accessions, additions, alterations or improvements to the Locomotive(s) of any nature shall be made without Lessor's consent, but if any are made, they immediately shall become part of the Locomotive(s) and shall become Lessor's property. However, the cost of any accessions, additions, alterations, changes, or improvements that are required by the AAR, DOT, FRA or any federal governmental authority during the term of this Lease will be borne by the Lessor.
- D. Lessor shall keep the Locomotive(s), at all times, free and clear from all claims, liens and encumbrances.
- E. This Lease is intended to be a true lease of the Locomotive(s) and is not and in no way shall be construed as creating a sale of the Locomotive(s) to Lessee.

#### 6. DELIVERY/RETURN

Lessee shall accept delivery of the Locomotive(s) at Lessor's interchange point with the Burlington Northern Railroad in Silvis, Illinois. Except as set forth in Paragraph 11, upon expiration or other termination of this Lease, Lessee shall return such Locomotive(s) to Lessor or to Lessor's end-user(s) at one or more of its designated contiguous United States facilities in good order and condition, reasonable wear and tear excepted. Lessee shall bear freight delivery and return costs. Lessee shall pay or reimburse Lessor up to the Total Rental Amount of the Lease for any reasonable and ordinary expenses incurred by Lessor in returning the Locomotive(s) to good order and condition, in delivering the Locomotive(s) to Lessor or effecting return of the Locomotive(s) from Lessee as provided herein.

#### 7. LESSEE'S INSPECTION/WARRANTY

- A. Lessee shall be responsible for the normal repairs or normal maintenance, including associated labor, freight, and materials expense, of the Locomotive(s) during the term of this Lease up to the Total Rental Amount of the Lease. Labor rates and parts procurement dollars are to be within railroad industry standards.



A. Public liability insurance providing coverage in an amount not less than three million (\$3,000,000.00) dollars combined single limit per occurrence shall be provided by Lessee at Lessee's sole expense throughout the term of this Lease as to each Locomotive. The insurance policy or policies providing the foregoing coverage shall:

- i. be written by a financially responsible insurance company or companies authorized to transact business in all of the states in which the Locomotive(s) will be used and operated.
- ii. name Lessor and Lessee as insured parties.
- iii. protect the interests of Lessor and Lessee, including Lessee's authorized operators, with respect to liability for injuries to or the death of third party persons and damage to or loss of use of property of third persons resulting from the ownership, maintenance, use or operation of the Locomotive(s).
- iv. provide by endorsement or otherwise that the coverage shall be primary coverage as to Lessor.
- v. provide that the insurance company or companies issuing such policy or policies shall notify Lessor of any cancellation thereof at least thirty (30) days prior thereto.

B. Lessee, at Lessee's sole expense, shall provide collision and comprehensive physical damage insurance on each Locomotive. Lessee may maintain such insurance under blanket policies consistent with industry standards, with coverage and deductibles written in the manner in which Lessee customarily insures comparable risks. The insurance policy or policies providing the foregoing coverages shall:

- i. be written in standard form by a financially responsible insurance company.
- ii. provide coverage in an amount not less than the replacement value of the Locomotive(s).
- iii. provide for losses to be payable to Lessor and Lessee as their respective interests may appear.

C. Lessee shall furnish Lessor with a certificate(s) of insurance or other evidence of said insurance coverage.

D. Notwithstanding that Lessee shall provide certain insurance hereunder, and except for such loss, destruction, or damage to the Locomotive(s) or parts thereof arising from Lessor's negligence, Lessee does hereby agree to defend, indemnify, protect and hold harmless Lessor and any assignees or successors of Lessor, and their respective employees and agents, from the loss or destruction of, or damage to, the Locomotive(s) or any parts thereof, or any liability, loss, claim, suit, damage or expense in connection therewith during the term of this Lease. Lessor shall not be entitled to indemnification for damages, loss, or destruction of the Locomotive(s) or any parts thereof, or any liability, loss, claim, suit, damage in connection therewith during the term of this Lease, if the same was caused by a latent or hidden defect in the Locomotive(s) or any parts thereof furnished by Lessor.



B. Lessee also will be responsible for the parts replacement of the Major Components including labor and freight.

Major Components shall be defined as follows:

1. Engine crankshaft
2. Alternator
3. Traction Motor
4. Air Compressor
5. Auxiliary Generator

C. The Lessor agrees that the Locomotive and related equipment is in complete and operational condition at the time of delivery interchange to the Lessee at Silvis, Illinois. Lessor also agrees that the Locomotive and related equipment shall be delivered to Lessee in full compliance with all specifications and regulations including OEM specifications and FRA safety standards and other safety rules and regulations now or hereafter promulgated by applicable governmental authorities. Reference Exhibits I and II for locomotive equipment description and condition detail. Lessor warrants that said Locomotive is of the size, design, capacity and manufacture as required and selected by Lessee and said Locomotive is suitable for Lessee's present use and purposes in entering into this Lease. Lessor warrants that all Locomotives hereunder will be free from defects in design, material and workmanship. Warranties made by the seller and/or manufacturer of the leased Locomotive and related equipment are assigned by Lessor to Lessee.

## 8. USE AND MAINTENANCE

Lessee agrees that:

A. The Locomotive(s) shall be used and operated only by properly qualified, trained and registered personnel authorized by Lessee.

B. Lessee shall substantially comply with all federal, state, municipal and local laws, ordinances, and rules, and regulations relating to the Lease, possession, insuring, use and operation of the Locomotive(s).

C. Except as otherwise provided in this Lease, Lessee shall pay expenses and charges incurred in connection with the maintenance, lease, use and operation of the Locomotive(s) up to the Total Rental Amount of this Lease.

D. Lessee shall maintain the Locomotive(s) in good mechanical condition and running order and in compliance with OEM specifications and safety rules and regulations promulgated by applicable governmental authorities at the time of this Lease.

E. Lessee shall keep and maintain any and all books and records and make any filings required by any governmental authority with respect to the possession, lease, use or operation of the Locomotive(s).



## 9. INSURANCE/INDEMNIFICATION

E. In the event of damage, misuse, or neglect to a Locomotive, Lessee shall immediately place the same in good repair (ordinary wear and tear excepted). If Lessor and Lessee, in the exercise of reasonable judgment, determine and agree that the Locomotive is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of a Locomotive, Lessee shall (at Lessee's option provided Lessee is not then in default under the Lease) (i) take all the necessary steps to repair, restore or replace such Locomotive with substantially similar equipment of equal or greater value and in good repair and transfer title thereto to Lessor free and clear of any all liens, claims and encumbrances of any kind or nature whatsoever, or (ii) pay Lessor in cash the sum of (a) any installments of rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the Stipulated Loss Value of such Locomotive determined in accordance with Schedule A. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate. Lessee shall pay any sales and use taxes due on such transfer.

F. If Lessee shall fail to obtain or maintain the insurance coverage required in this lease, or shall fail to furnish Lessor with evidence thereof, Lessor at its option, may obtain such required insurance coverage on behalf of Lessee and Lessee's expense.

**10. ASSIGNMENT. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT SELL, ASSIGN, SUBLET OR OTHERWISE ENCUMBER OR PERMIT A LIEN ARISING THROUGH LESSEE TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE OR THE LOCOMOTIVES.** Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Locomotives without notice to or the consent of Lessee. Lessor and Lessee further agree that no such assignment shall change Lessee's or Lessor's duties or obligations under this lease or increase Lessee's risks or burdens, all of which shall remain as set forth herein. Each party to this Lease acknowledges notice of and consents in all respects to, the terms of this Lease.

#### **11. RENEWAL OPTION**

So long as no Event of Default shall have occurred and be continuing, the Lessee may upon 30 days notice, elect the option to renew the Locomotive at the end of the initial lease term. The renewal options are listed on Schedule A. The Lessee shall elect subject option through a written notice.

#### **12. DEFAULT**

A. Lessee shall be in default under this Lease upon the happening of the following events or conditions ("Event of Default") described in this Section:

- i. Default in the payment of any installment of Rental hereunder when such default in performance shall have continued for a period of thirty (30) days after written notice thereof given by the Lessor.
- ii. Default in the timely performance of any other liability, obligation, covenant or agreement hereunder of Lessee when such default in timely performance of any liability, obligation, covenant, or agreement shall have continued for a period of thirty (30) days after written notice thereof given by the Lessor.



B. Lessor shall be in default under this Lease upon the happening of the following events or conditions:

- i. If Lessor breaches any obligation under this Lease or defaults in the performance of any liability, covenant or agreement hereunder.
- ii. If the Lessor delivers the Locomotive and the Locomotive fails to operate or is in violation of OEM specifications and FRA and other applicable safety rules and regulations now or hereafter promulgated by applicable governmental authorities.

### 13. REMEDIES UPON DEFAULT

A. **Lessor's Remedies:** Upon the occurrence of any Event of Default or at any time hereafter, Lessor may take any one or more of the following actions with respect to the Locomotive(s):

- i. Declare all unpaid amounts of rental to be immediately due and payable.
- ii. Terminate the lease of any or all Locomotives by written notice to Lessee.
- iii. Require that Lessee shall, upon written demand by Lessor and at Lessee's expense, promptly make available to Lessor at Lessee's expense, the Locomotive(s) at places designated by Lessor, which are reasonably convenient to both parties. Use, hold, sell, lease or otherwise dispose of any or all such Locomotive(s) as Lessor in its sole discretion may decide, without affecting the obligations of Lessee as provided in this Lease.
- iv. Sell or lease any or all Locomotive(s), at public or private sales or proceedings, at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by applicable law, any notice in writing of any such sale or Lease by Lessor to Lessee not less than thirty 30 days prior to the date thereof shall constitute reasonable notice to Lessee.
- v. Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof or to rescind the lease hereunder of any or all Locomotive(s).
- vi. Exercise any and all rights and remedies available to Lessor under any applicable law. In addition, Lessee shall be charged with and shall pay to Lessor all reasonable costs and expenses of Lessor incurred as a result of each Event of Default by Lessee.

B. **Lessee's Remedies:** Upon the occurrence of any Event of Default or at any time hereafter, Lessee may take any one or more of the following actions with respect to the Locomotive(s):

- i. Lessee may terminate this Lease without penalty and without obligation to pay the remaining lease term and without being in default under this Section or any other provision hereunder. In this event, Lessor will be responsible for any and all



damages caused by Lessor's failure to perform its obligations under this Lease. However, not terminating this Lease in no way constitutes acceptance by the Lessee of the default, and in no way limits the remedies of the Lessee.

- ii. Exercise any and all rights and remedies available to Lessee under any applicable law. In addition, Lessor shall be charged with and shall pay to Lessee all reasonable costs and expenses of Lessee incurred as a result of each Event of Default by Lessor.
- iii. Proceed by appropriate action either at law or in equity to enforce performance by Lessor of the applicable covenants of this Lease or to recover damages for the breach thereof or to rescind the Lease hereunder of any or all Locomotive(s).
- iv. Terminate the lease of any or all Locomotives by written notice to Lessor.

C. None of the rights and remedies under or referred to in this paragraph is intended to be exclusive, but each such right or remedy shall as to each Locomotive be cumulative and may be availed of separately or concurrently with or in addition to any other right or remedy provided or referred to herein or otherwise available to Lessor or Lessee at law or in equity. Any repossession or subsequent sale or lease by Lessor of any Locomotive(s) shall not bar an action against Lessee for a deficiency.

D. Without limitation of any rights of Lessor otherwise existing or otherwise available to Lessor, it is expressly covenanted and agreed by the parties hereto that in the event of any assignment by operation of law of this Lease or of any lease hereunder, or of a bankruptcy of Lessee within the meaning of the Federal Bankruptcy Act, then Lessor may, at Lessor's election, terminate this Lease or any one or more leases hereunder.

#### 14. RECORDATION OF LESSOR'S INTEREST

Lessor acknowledges that recordation of Lessor's interest is Lessor's responsibility and Lessor agrees to execute all recording documents to show Lessor's interest in the Locomotive(s).

#### 15. CONFIDENTIALITY

Lessor acknowledges that all processes, methods, drawings, data, reports, plans, documents, business secrets and confidential information of any kind pertaining to the business of Lessee which is non-public ("Confidential Information") is proprietary to Lessee. Lessor agrees to maintain such Confidential Information as secret and confidential, and shall not disclose, use or permit disclosure or use of such Confidential Information. Promptly upon request, Lessor shall return all copies of materials encompassing Confidential Information to Lessee.

#### 16. MISCELLANEOUS

A. This Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.

B. Neither this Lease nor any schedule shall be amended, and no provision hereof or of any Schedule shall be waived or varied unless by a writing signed by the parties.



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. Risk

NAME:

Robert M. Seara

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:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 1989	EMD	GP38 AC Locomotive

LEASE RATE

REPLACEMENT VALUE	LEASE TERM	LEASE RATE PER LOCOMOTIVE	
		MONTHLY	DAILY
\$██████████	9 Months*	\$0.00	\$0.00

RENEWAL RATE AND TERM: Effective November 30, 2002, JAMALCO shall agree to pay a daily straight lease rate of \$██████████ (backdated to November 1, 2002) in the event Alcoa or one of its wholly / partially owned subsidiaries and/or affiliates does not exercise the purchase of one remanufactured GP40-3 from the Lessor at the approximate value of \$██████████ on/or before November 29, 2002. In the event the subject GP40-3 purchase is not exercised with Lessor by this date, the daily straight lease rate of \$██████████ shall apply through a minimum lease period of 300 days with all other terms and conditions of this Locomotive Lease Agreement to remain in full force and effect.

\* or until such time that the GP40-3 remanufactured locomotive is delivered to Jamaica and commissioned at the project site without undue delay be either the Lessor or Lessee excepting for Acts of God

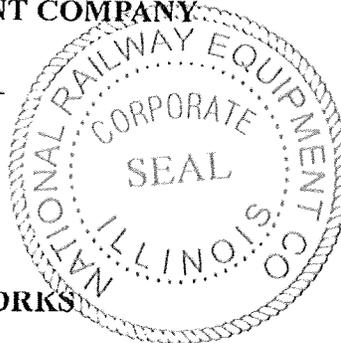
COMMENCEMENT DATE: November 1, 2002.

LESSOR: THE NATIONAL RAILWAY EQUIPMENT COMPANY

BY: [Signature]

NAME: James E. Fisk

TITLE: President



LESSEE: JAMALCO CLARENDON ALUMINA WORKS

BY: [Signature]

NAME: Keone M. Sivera

TITLE: Procurement Specialist

NATIONAL RWY. EQUIPMENT COMPANY	EXHIBIT I
	1 PIECE FRA CONTROL STANDS
LOCOMOTIVE MODEL	GP-38 MULTIPLE UNIT CAPABLE
MANUFACTURER	ELECTRO-MOTIVE DIVISION
YEAR MANUFACTURED	1972
UNIT NUMBER	NREX 1989
LOW NOSE	YES
SHORT HOOD FORWARD	YES
LOCOMOTIVE WEIGHT	250,000
ENGINE MODEL	16-645-E
HORSEPOWER	2000
GENERATOR/ALTERNATOR MODEL	AR-10
AUX. GENERATOR MODEL	14 KW
AIR COMPRESSOR MODEL	GARDNER-DENVER WBO 2 STAGE 3 CYL.
AIR BRAKE TYPE	26-L
TRACTION MOTOR MODEL	D-77
TRUCK TYPE	EMD GP STYLE
BEARING TYPE	HYATT ROLLER BEARING
WHEELS	40"
WHEEL THICKNESS	2 " OR BETTER
GEAR RATIO	62/15
DYNAMIC BRAKE EQUIPPED	YES EXTENDED RANGE
DATE OF LAST REBUILD	1997
FUEL CAPACITY	2600
BATTERY CONDITION	GOOD
GENERAL CONDITION	FULLY QUALIFIED
F.O.B. POINT	SILVIS, ILLINOIS

## Order 150388695

Order Number	150388695	Order Type	PurchaseOrder
Quote Number		Requested Ship by Date (DD/MM/YYYY)	
Order Date (DD/MM/YYYY)	05/09/2015 09:04	Delivery Date (DD/MM/YYYY)	
Account Code	KINGSTON,	Currency	USD
Contract Number		Purpose	Original
Priority	NORMAL		
Multiple Delivery Points	N		

**Notes From Buyer**

Unless there are additional terms and conditions contained in a Master Agreement, or in this PO, that modify Company's standard terms, this PO will be governed by Alcoa's Standard PO Terms [Alcoa Standard PO Terms - Goods Dated 06/12 or Alcoa Standard PO Terms - Services Dated 06/12] available at [http://www.alcoa.com/global/en/about\\_alcoa/sell\\_terms.asp](http://www.alcoa.com/global/en/about_alcoa/sell_terms.asp). Please contact the buyer identified on this PO if you require a printed copy.

Buyer Party	Q163613	Name 1 :	OU ALCOA WORLD ALUMINA LLC
Party Tax ID :		Name 2 :	13 WATERLOO RD
Contact Name :	SMITH, SONIA LEONORA	Street:	
Phone :	986-2561 Ext 3226	City :	KINGSTON
Fax :	876-986-2026	Contact Id:	
Email :	Sonia.Smith@alcoa.com		

Seller Party	Q182402	Name 1 :	NATIONAL RAILWAY EQUIPMENT CO
Party Tax ID :		Name 2 :	
Contact Name :		Street:	908 SHAWNEE STREET
Phone :	-	City :	MOUNT VERNON 62864
Fax :	6182419275	Contact Id:	
Email :	P.BROWN@NATIONALRAILWAY.COM		

<b>Payment &amp; Transport Information</b>		Terms of Delivery Description	ORIGIN, SEE NOTE
Net Days Due		Terms of Delivery Code	DeliveryCondition
Net Date Time Reference		Transport Terms	
Payment Mean Code	InstrumentNotDefined	Shipping Payment Method	FOB-Origin, See Note
Payment Terms Code	90EOAP	Shipping Instructions	

## Order 150388695

Order Number	150388695	Order Type	PurchaseOrder
Quote Number		Requested Ship by Date (DD/MM/YYYY)	
Order Date (DD/MM/YYYY)	05/09/2015 09:04	Delivery Date (DD/MM/YYYY)	
Account Code	KINGSTON,	Currency	USD
Contract Number		Purpose	Original
Priority	NORMAL		
Multiple Delivery Points	N		

Alcoa Inc. requires suppliers to utilize the BestTransport Supplier Connection Portal for shipments meeting the conditions set forth below:  
**Supplier Criteria for using BestTransport Supplier Connection**

- \* Alcoa Inc. responsible for freight payment to the carrier.
- \* For shipments within North America (excluding inter and intra Mexico)
- \* For single shipments weighing 150 lbs. or more
- \* For motor carrier service shipped as Van, Flat Bed, or LTL.

Alcoa suppliers are to register with BestTransport Supplier Connection at <http://supplier.bestshippers.com>. To register, click on the Create Account button and enter the Alcoa account key 4alcoa (the key is case sensitive) and click the Submit button.

For assistance creating an account, entering shipment information, or shipment questions or problems, suppliers should contact Alcoa Central Dispatch at 1-866-209-3737 option 6 or via email at [CentralDispatch@alcoa.com](mailto:CentralDispatch@alcoa.com). For assistance in French, contact the Transportation Group at 1-819-294-3036 or by email at [DL-NerDepartementTransport@alcoa.com](mailto:DL-NerDepartementTransport@alcoa.com)

Shipments weighing less than 150 lbs. are to be routed directly using UPS Small Package, referencing the appropriate Alcoa Shipper Account Number.

Payment Terms Notes	NET90EOAP
Transport Mode	Carrier ID
	Carrier

Card Type	Authorization Code
Card Number	Card Holder's Name
Expiration Date	Reference Number

Bill To Party	Ship To Party
Name 2 :	Name 2 :
Street:	Street:
XML INVOICE REQUIRED XML FACTURE REQUISE Pittsburgh 15212	
Contact Name :	Contact Name :
Phone :	Phone :
Fax :	Fax :
Email :	Email :

## Order 150388695

Order Number	150388695	Order Type	PurchaseOrder
Quote Number		Requested Ship by Date (DD/MM/YYYY)	
Order Date (DD/MM/YYYY)	05/09/2015 09:04	Delivery Date (DD/MM/YYYY)	
Account Code	KINGSTON,	Currency	USD
Contract Number		Purpose	Original
Priority	NORMAL		
Multiple Delivery Points	N		

**List of Order Details**

Line#	Supplier Part Number	Buyer Part Number	M/gr Part Number	Description	Price UOM	Quantity	Unit Price	Delivery Date (DD/MM/YYYY)	Total Tax	Amount
1				PROVISION OF LEASE OF ONE(1) CP38 - AC LOCOMOTIVE UNIT NREX 1989 (ANNUAL RENTAL)		25519.98	1	29/02/2016 13:00		25519.98

<b>Buyer Status</b>	
Price Basis	1 USD / 0 Delivery Code
Final Recipient	
ID	Street 2
Name 1	O'BRIEN, CHRISTINE MARIE Street 3
Name 2	AWA-JAMALCO-INV-MRO Department
Street 1	
<b>Detail Notes</b>	
WorkOrderNum	Work Order Number - WO14337638

<b>Order Summary Information</b>					
Order Amount	<del>25519.98</del>	Total Tax	Currency	USD	# Items
					1