

*Countersigned - E.A.M.*

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

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

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

RECORDATION NO. **20165** FILED 1425

JUL - 2 1996 - 1 46 PM

July 2, 1996

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

RECORDATION NO. **20165-A** FILED 1425  
INTERSTATE COMMERCE COMMISSION

JUL - 2 1996 - 1 49 PM

INTERSTATE COMMERCE COMMISSION

JUL 2 1 40 PM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) certified copies of a Lease Schedule to Master Equipment Lease Agreement, dated June 28, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) certified copies of a Locomotive Lease No. 96-21 (a Sub-Lease), dated February 27, 1996, a secondary document related thereto.

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

Lease Schedule to Master Equipment Lease Agreement

Lessor: First Security Leasing Company of Nevada  
c/o First Security Leasing Company  
381 East Broadway, 2nd Floor  
Salt Lake City, Utah 84111

Lessee: Nevada Industrial Switching, Inc.  
45 West University, Suite A  
Mesa, Arizona 85201

Mr. Vernon A Williams  
July 2, 1996  
Page 2

Locomotive Lease No 96-21

Sublessor Nevada Industrial Switching, Inc  
P O Box 5739  
Mesa, Arizona 85201

Sublessee ECDC Environmental, L.C.  
127 South 500 East, Suite 675  
Salt Lake City, Utah 84102

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

two (2) locomotives ECDC 4431 and ECDC 4355

Also enclosed is a check in the amount of \$42 00 payable to the order of the Surface Transportation Board covering the required recordation fee

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

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD

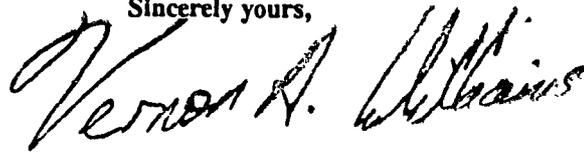
7/2/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/2/96 at 1:45PM , and assigned recordation number(s). 20165, 20165-A, 20166, 20166-A, 19299-F, 19299-G, 20058-I, 20058-J, 20058-K, 20058-L and 18976-Z.

Sincerely yours,

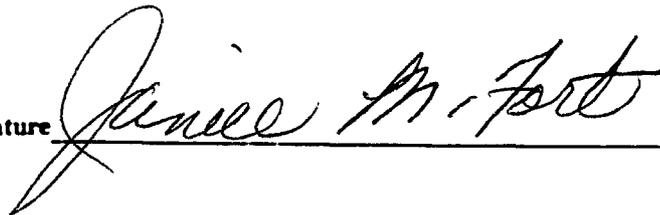


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 231.00 . The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



Lease No. 025-3002525

FIRST SECURITY LEASING COMPANY

20165

LEASE SCHEDULE TO  
MASTER EQUIPMENT LEASE AGREEMENT

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

JUL 1 1996 - 1 45 PM

(INTERSTATE COMMERCE COMMISSION)

This Lease Schedule to Master Equipment Lease Agreement (the "Lease Schedule") is entered into pursuant to the terms of the Master Equipment Lease Agreement (the "Agreement") between the signatories hereof dated June 28 1996 and constitutes a separate lease (the "Lease") thereunder.

All the terms and conditions of the Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Lease Schedule at length and all capitalized terms not otherwise defined in this Lease Schedule shall have the meaning set out in the Agreement. By their execution and delivery of this Lease Schedule Lessor and Lessee hereby reaffirm on and as of the date hereof all the terms, conditions, agreements, representations and warranties contained in the Agreement. A copy of the signed Agreement attached to the Lease Schedule, which attachment shall adopt the copied signatures on the Agreement as of the date of the Lease Schedule, shall constitute an original lease. A copy of the Agreement and the Lease Schedule shall alone constitute the chattel paper for purposes of perfecting a security interest.

A) Description of Equipment

Quantity	Vendor	Description	ID or Serial #	New or Used	Invoice Purchase Price
2	M I D - A M EQUIPMENT, INC.	SD-9 EMD LOCOMOTIVES ECDC 4431 (FORMER SP-4431) ECDC 4355 (FORMER SP-4455)	4431, 4355	New	\$210,000.00

TOTAL INVOICE PURCHASE PRICE: \$ 210,000.00

B) Term. 36 months.

C) Rental.

- 1. Monthly
- Quarterly
- Semiannually
- Annually
- 2. Advance
- Arrears

3. Rental Payment Dates: \_\_\_\_\_, 19\_\_\_\_, and on the same day of each Month with the final payment on \_\_\_\_\_, 19\_\_\_\_.

4. Basic Rental in an amount equal to 0.024288 of the total invoice purchase price of all items is payable on each Rental Payment Date.

5. Interim Rental in an amount equal to N/A of the invoice purchase price for each item for each day from and including the date of acceptance for such item to but excluding the first Rental Payment Date will be payable on the first Rental Payment Date.

D) Residual Value. 31.00% of the invoice purchase price of each item.

E) Location. The Equipment shall be located at:

Address: COLUMBIA JCT. EAST CARBON, UT 84520  
County: CARBON

If required, the Equipment will be registered in n/a.

F) Security Deposit. Concurrently with the execution hereof Lessee shall deposit with Lessor the sum of N/A as a security deposit which Lessor may use to satisfy any unpaid late charges, recording fees or other amounts due and unpaid. Any unused portion of the deposit will be returned to Lessee without interest upon expiration or earlier termination of the Lease and upon payment of all sums then due and owing to Lessor, or Lessee may, at its option, apply the unused balance of the security deposit toward the last Rental payment.

G) Insurance. The minimum amount of insurance to be provided by Lessee as required under the terms of the Agreement shall be as follows:

- 1. Liability:
  - \$ 1,000,000.00 each individual
  - \$ 1,000,000.00 each accident
  - \$ 1,000,000.00 property damage liability
- 2. Physical Damage and Loss: \$ 210,000.00
- 3. Additional riders, exclusions or special terms required by Lessor: NA

H) Certificate of Acceptance.

Lessee, having entered into the Agreement and the Lease Schedule does hereby certify to Lessor that as to the Equipment listed in Section A of the Lease Schedule or any Exhibit attached and incorporated to the Lease Schedule:

- 1. The Equipment is of a size, design, capacity and manufacture selected by Lessee, is in good condition and has been satisfactorily delivered and installed. Lessee hereby expressly assumes all responsibilities in connection with the delivery and installation thereof;
- 2. Lessee is satisfied that the Equipment is suitable for Lessee's purposes;
- 3. Unless otherwise indicated, the Equipment is new and unused on the date hereof except for routine testing and inspection;
- 4. Upon payment of the Invoice Purchase Price(s) to the Vendor(s) indicated there will be no liens, security interests or encumbrances against the Equipment except the interest of Lessee under the Agreement;
- 5. There exists no Event of Default or condition which, but for the passing of time or giving of notice or both, would constitute an Event of Default under the Agreement; and
- 6. The Equipment is personal property and will not become either real property, fixtures or improvements.

I) Other Terms.

Please see attached Exhibit "A" for Assignment of Lease Contract between Nevada Industrial Switching and ECDC Environmental, L.C. Foreign Usage of The Equipment is not allowed.

Lease No. 025-3002525

FIRST SECURITY LEASING COMPANY

LEASE SCHEDULE TO  
MASTER EQUIPMENT LEASE AGREEMENT

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Schedule to be duly executed on behalf of each of them on June 28, 1996 and the signatories warrant their authority to bind principals.

LESSEE:  
NEVADA INDUSTRIAL SWITCHING, INC.  
a(n) Nevada Corporation  
BY: Robert J. Schwesler  
ITS: VICE PRESIDENT  
Address: 45 WEST UNIVERSITY, STE A  
MESA, AZ 85201  
Federal ID or Social Security Number: 88-0287830

LESSOR  
FIRST SECURITY LEASING COMPANY OF NEVADA  
By: [Signature]  
ITS:  
Address: First Security Leasing Company  
881 East Broadway, 2nd Floor  
Salt Lake City, Utah 84111

a(n) \_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal ID or Social Security Number: \_\_\_\_\_

a(n) \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal ID or Social Security Number: \_\_\_\_\_

a(n) \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal ID or Social Security Number: \_\_\_\_\_

I hereby certify that this is a true and correct copy  
of the original document.  
First Security Leasing Company  
By: Barbara McQuinn  
Its: Authorized Rep.

4. Sole Responsibility. Lessee's obligations under the Sublease are the sole responsibility of the Lessee and FSLC shall have no obligations of Lessee thereunder. Lessee shall look solely to ECDC and not to FSLC for performance of ECDC's obligations under the Sublease, including, without limitation, any obligations of maintenance and indemnity.

Dated as first above written.

LESSEE:

NEVADA INDUSTRIAL SWITCHING,  
INC., a Nevada corporation

By: Robert A. Schreder  
Its: PRESIDENT  
VICE

FSLC:

FIRST SECURITY LEASING COMPANY

By: Mark S. Carpenter  
Its: Vice President

I hereby certify that this is a true and correct copy  
of the original document.  
First Security Leasing Company  
By: Deanna McQuinn  
Its: Authorized Rep.