



ATEL
Leasing Corporation®

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

September 27, 2016

RECORDATION NO. 32331
FILED SEPTEMBER 28, 2016 11:47 AM
SURFACE TRANSPORTATION BOARD

**Re: Document for Recordation:
1. Memorandum of Sublease**

Dear Section Chief:

Attached please find for recordation one (1) copy of Memorandum of Sublease, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses to the Memorandum of Lease executed as of September 1, 2016, are:

SubLessor: Maxeefish LLC
9502 Moores Creek Drive, Suite 304
Fredericksburg, VA 22408

Sublessee: Pestell Pet Products Inc.
141 Hamilton Road
New Hamburg, ON N3A 2H1
Canada

Lessor: ATEL Leasing Corporation, as Trustee of
CARG0001 Trust
600 Montgomery Street, 9th Floor
San Francisco, CA 94111

Guarantor: Ted Barker

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

Ten (10) used 263K lbs., GRL, 4630 cu.ft. capacity covered hopper cars bearing car mark numbers LCGX 364, 411, 434, 437, 568, 638, 707, 744, 752, and 812.

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

Memorandum of Sublease

The fee of \$45.00 may be charged to our account.

Kindly return a stamped copy of the attached document to the undersigned at your earliest convenience.

Should you have any questions, please do not hesitate to contact me at 415.616.3406 or at sstetson@atel.com.

Sincerely, and Thank you,

Sheila A. Stetson
Senior Contract Administrator

/sas; Attachment

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "Memorandum") is made and entered into as of September 1, 2016, between MAXEEFISH LLC, a Virginia limited liability corporation, ("Sublessor") located at 9502 Moores Creek Drive, Suite 304, Fredericksburg, VA 22408 and PESTELL PET PRODUCTS INC., with its principal office at 141 Hamilton Road, New Hamburg, ON N3A 2H1, Canada ("Sublessee").

WITNESSETH

Sublessor and Sublessee entered into an Equipment Sublease Agreement (the "Sublease Agreement") dated as of August 9, 2016, which incorporates and terms and conditions of that certain Lease (Lease Schedule No. 1, as it incorporates the terms and conditions of that certain Master Lease Agreement each dated as of August 9, 2016, the "Lease") entered into by and between ATEL LEASING CORPORATION, not in its individual capacity but in its capacity as Trustee of the CARG0001 Trust ("Lessor") and Maxcofish LLC ("Lessee"). Further reference is made to the Subleasing Consent and Assignment Agreement dated as of August 9, 2016 by and between Lessor and Lessee, pursuant to which Lessor consented to the Sublease Agreement. The Sublease covers ten (10) ACF-manufactured, used 4650 cubic-foot-capacity covered hopper rail cars, with trough hatches, 3-pocket gravity gates, interior unlined, bearing car mark numbers as more specifically described as follows, as shall be amended from time to time ("Cars").

LCGX 364, LCGX 411, LCGX 434, LCGX 437, LCGX 568, LCGX 638, LCGX 707, LCGX 744, LCGX 752, LCGX 812

The base term with respect to all Cars shall be the period commencing on September 1, 2016, and continues for twenty-four (24) months thereafter, but in any event ending not later than August 31, 2018, unless terminated in accordance with the terms of the Sublease. Upon expiration of the base term, Sublessee shall have the option to renew all of the cars at an amount determined by Lessor for additional twelve (12) months upon written notice to Lessor at least sixty (60) days prior to the end of the base term.

This Memorandum has been executed and delivered by the parties for the purpose of recording and giving notice of the Sublease.

IN WITNESS WHEREOF, the parties have each executed this instrument as of the day and year first above written. Each of the undersigned certifies that he/she holds the title set forth below, that this instrument was signed on behalf of his/her corporation by authority of its Board of Directors and that the execution of this instrument was the free act and deed of his/her corporation. The undersigned further declares under penalty of perjury that the foregoing is true and correct.

Sublessor:
MAXEEFISH LLC

By: *Theodore Barker*

Name: Theodore Barker

Title: President

Sublessee:
PESTELL PET PRODUCTS INC.

By: *Bob Hemingway*

Name: BOB HEMINGWAY

Title: PRESIDENT

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Lessor:
ATEL LEASING CORPORATION
As Trustee of the CARG0001 Trust

By: Vasco H. Morales

Name: Vasco H. Morales
~~Executive Vice President & Secretary~~

Title: _____

Guarantor:
TED BARKER

By: Ted Barker

Name: Ted Barker

Title: President

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: [Signature]