



Rex Railways, Inc.

RECORDATION NO. **9451** Filed & Recorded

JUN 22 1978 -9 22 AM

INTERSTATE COMMERCE COMMISSION

EXECUTIVE OFFICES

616 PALISADE AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632
TELEPHONE: (201) 567-8300

RECORDATION NO. **9452** Filed & Recorded

JUN 22 1978 -9 22 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. **9453** Filed & Recorded

JUN 22 1978 -9 22 AM

INTERSTATE COMMERCE COMMISSION

June 20, 1978

9454

RECORDATION NO. Filed & Recorded

JUN 22 1978 -9 22 AM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Interstate Commerce Commission
Recordation Department
Room 1227
12th & Constitution Avenue, N.W.
Washington, D. C. 20423

Dear Mrs. Lee:

We enclose our check for \$200.00 payable to the Interstate Commerce Commission for the official recording of the following:

1. Security Agreement, Chattel Mortgage and Lease Assignments between Rex Railways, Inc. and B.T. Equipment Leasing, Inc. respecting 150 boxcars along with the underlying lease agreements also enclosed for recording;
2. Lease Agreement dated March 30, 1978 between Rex Railways, Inc. and Minneapolis, Northfield and Southern Railway regarding 95 cars numbered MN&S 49700 to 49774 inclusive and MN&S 49400 to 49419 inclusive;
3. Lease Agreement dated September 23, 1977 between Rex Railways, Inc. and Lenawee County Railroad Company, Inc. respecting 30 cars numbered LCRC 1001 to 1030 inclusive;
4. Lease Agreement dated September 22, 1977 between Rex Railways, Inc. and Hillsdale County Railway Inc. respecting 25 cars numbered HCRC 801 to 825 inclusive.

8-173A040

Date JUN 22 1978

Fee \$ 200

ICC, Washington, D. C.

and Security Agreement

Please record the leases (we have enclosed an original and two copies thereof) and send the official recording receipt to the undersigned.

Most cordially yours,

Mark A. Salitan
Mark A. Salitan

Chairman

MAS:d1m
Encl.

Interstate Commerce Commission
Washington, D.C. 20423

6/23/78

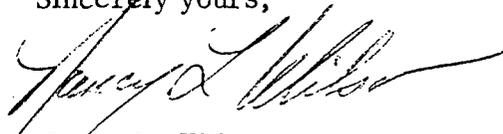
OFFICE OF THE SECRETARY

Mark A. Salitan, Chairman
Rex Railways, Inc.
616 Palisade Avenue
Englewood Cliffs, New Jersey 07632

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **6/22/78** at **9:20am**, and assigned recordation number(s) **9451, 9452, 9453 & 9454**

Sincerely yours,



Nancy L. Wilson
Acting Secretary

Enclosure(s)

JUN 22 1978 -9 20 AM

INTERSTATE COMMERCE COMMISSION

THIS LEASE AGREEMENT, made as of this 22nd day of September, 1977 between Rex Railways, Inc., a New Jersey corporation, 616 Palisade Avenue, Englewood Cliffs, New Jersey 07632 ("RRI") as Lessor and Hillsdale County Railway Co., Inc., 50 Monroe Street, Hillsdale, Michigan 49242 a Michigan corporation (The "Lessee"), as Lessee.

1. Scope of Agreement

A. RRI agrees to lease to Lessee, and Lessee agrees to lease from RRI a minimum of twenty-five (25) boxcars of the types and descriptions as set forth in any lease schedules executed by the parties concurrently herewith or from time to time hereafter and made a part of this Agreement. The scheduled items of equipment are hereinafter called collectively the "Boxcars". The word "Schedule" as used herein includes the Schedule executed concurrently herewith and all additional Schedules and amendments thereto whether for boxcars or other railroad equipment, each of which when signed by both parties shall be a part of this Agreement.

B. It is the intent of the parties of this Agreement that RRI shall at all times be and remain the lessor of all scheduled boxcars. Lessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent and that it will take such action and execute such documents as may be necessary to accomplish this intent.

2. Term

A. This Agreement shall remain in full force until it shall have been terminated as to all of the boxcars. The term of a lease with respect to each boxcar shall be for fifteen (15) years commencing upon the date of delivery of such boxcar as set forth in Section 3A hereof.

B. If this Agreement has not been earlier terminated and no default has occurred and is continuing, the lease term with respect to each boxcar shall be automatically extended for not more than five consecutive periods of twelve months, provided, however, that RRI or Lessee may by written notice delivered to the other not less than twelve months prior to the end of the initial lease term or any extended lease term for any scheduled boxcar terminate this Agreement.

3. Supply Provisions

A. RRI will inspect each boxcar tendered by the manufacturer for delivery to Lessee. If the boxcar conforms to the specifications of the equipment ordered by RRI, and to all applicable governmental regulatory specifications, and this Agreement has not been terminated, RRI will accept delivery thereof at the manufacturer's facility and shall notify Lessee in writing of such acceptance. The boxcars shall be deemed delivered to Lessee upon acceptance by RRI. The boxcars shall be moved to Lessee's railroad line at no cost to Lessee as soon after acceptance by RRI as is consistent with mutual convenience and economy. Due to the nature of railroad operations in the United States, RRI can neither control nor determine when the boxcars leased hereunder will actually be available to Lessee for its use on its railroad tracks. Notwithstanding that Lessee may not have immediate physical possession of the boxcars leased hereunder, Lessee agrees to pay to RRI the rental charges set forth in this Agreement. To move the boxcars to Lessee's railroad line and insure optimal use of the boxcars after the first loading of freight for each boxcar on the railroad line of Lessee (the "initial loading"), RRI agrees to assist Lessee in monitoring boxcar movements and, when deemed necessary by Lessee

and RRI, to issue movement orders with respect to such Boxcars to other railroad lines in accordance with ICC and AAR interchange agreements and rules.

B. Lessee agrees that so long as it shall have on lease one or more type of Boxcar, it shall not lease boxcars from any other party unless it shall have leased the minimum (25) Boxcars required and, a maximum of 50 boxcars. Once the minimum (25) Boxcars shall have been leased by Lessee, it shall then not lease boxcars from any other party unless it shall have given RRI at least 30 days prior written notice of its desire to lease boxcars similar to the type on lease and RRI shall then have the opportunity to lease such boxcars to Lessee subject to the terms and conditions of this Agreement and manufacturer's delivery schedules and at terms more favorable to Lessee than that offered by such other parties. The foregoing, however, shall not be deemed to prohibit Lessee from leasing from other parties if RRI cannot better the lease terms offered by such other parties. Notwithstanding the purchase of boxcars or the leasing or direct interchange of boxcars from other parties, Lessee shall give preference to RRI and shall load the Boxcars leased from RRI prior to loading boxcars purchased by Lessee subsequent to the date of this Agreement or leased from such other parties or interchanged with railroads; provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor to shippers on its railroad tracks.

C. Additional Boxcars may be leased from RRI by Lessee only upon the mutual agreement of the parties hereto. Upon such agreement, such additional Boxcars shall be identified in Schedules to this Agreement and shall benefit from and be subject to this Agreement upon execution of the Schedules by RRI and Lessee.

4. Railroad Markings and Record Keeping

A. RRI agrees that on or before delivery of the Boxcars to Lessee, the Boxcars may be lettered, in addition to ~~the logo of RRI and~~ the railroad markings of Lessee, with the name and/or other insignia used by Lessee. Such name or insignia shall comply with all applicable regulations and shall be affixed to the Boxcars in the space directly above Lessee's reporting marks, with a width not greater than seven feet.

B. RRI shall during the term of this Agreement prepare all documents for Lessee's signature and filing relating to the registration, maintenance and record keeping functions normally performed by Lessee with respect to the Boxcars. Such matters shall include but are not limited to the preparation of the following documents: (i) appropriate AAR interchange agreements with respect to the Boxcars ~~including an application for each car to be leased from RRI for each Boxcar~~; (ii) registration for each Boxcar in the Official Railway Equipment Register and the Universal Machine Language Equipment Register; and (iii) such reports as may be required from time to time by the ICC and/or other regulatory agencies with respect to the Boxcars.

C. Each and every Boxcar leased hereunder shall be registered at no cost to Lessee in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. Lessee shall, on behalf of RRI, perform all record keeping functions related to the use of the Boxcars by Lessee and other railroads in accordance with AAR railroad interchange agreements and rules, such as car hire reconciliation. Correspondence from railroads using such Boxcars shall be addressed to Lessee at such address as RRI shall select.

D. All record keeping performed by ^{Lessee} hereunder and all record of payments, charges and correspondence related to Scheduled Boxcars shall be separately recorded and maintained by ^{Lessee} in a form suitable for reasonable inspection by RRI ^{Lessee's} from time to time during regular business hours. Lessee shall supply RRI with such reports regarding the use of Boxcars by Lessee on its railroad line as RRI may reasonably request.

5. Maintenance, Taxes and Insurance

A. RRI will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each Boxcar during its lease term and any extension thereof, including but not limited

to repairs, maintenance and servicing unless the same was occasioned by the fault of Lessee while a Boxcar was in the physical possession of Lessee. Lessee shall be responsible to inspect all Boxcars interchanged to it to insure that such Boxcars are in good working order and condition and shall be liable to RRI for any repairs required for damage not noted at the time of interchange. Lessee hereby transfers and assigns to RRI for and during the lease term of each Boxcar all of its right, title and interest in any warranty in respect to the Boxcars. All claims or actions on any warranty so assigned shall be made and prosecuted by RRI at its sole expense and Lessee shall have no obligation to make any claim on such warranty. Any recovery under such warranty shall be made payable to RRI. All proceeds from such recovery shall be used to repair or replace the Boxcars.

B. Lessee may make running repairs to facilitate continued immediate use of a Boxcar, but shall not otherwise make any repairs, alterations, improvements or additions to the Boxcars without RRI's prior written consent. If Lessee makes an alteration to any Boxcar without RRI's prior written consent, Lessee shall be liable to RRI for any revenues lost due to such alteration. Title to any such alteration, improvement or addition occurring in the course of or as a result of normal and customary maintenance shall be and remain with RRI.

C. RRI shall make or cause to be made such inspections of, and maintenance and repairs to, the Boxcars as may be required. Upon request of RRI, Lessee shall perform any necessary maintenance and repairs to Boxcars on Lessee's railroad tracks as may be reasonably requested by RRI. RRI shall also make, at its expense, all alterations, modifications or replacement of parts, as shall be necessary to maintain the Boxcars in good operating condition throughout the term of the lease of such Boxcars.

D. Lessee will at all times while this Agreement is in effect be responsible for the Boxcars while they are on Lessee's railroad tracks in the same manner that Lessee is responsible under Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules—Freight for cars not owned by Lessee which are operating on Lessee's railroad tracks. Lessee shall protect against the consequences of an event of loss involving the Boxcars by either obtaining insurance or maintaining a self insurance program which conforms to sound actuarial principles. If Lessee elects to carry insurance, it shall furnish RRI concurrently with the execution hereof and thereafter at intervals of not more than 12 calendar months, with a certificate of insurance signed by an independent insurance broker with respect to the insurance carried on the Boxcars. All insurance shall be taken out in the name of Lessee and RRI (or its assignee) as their interests may appear.

E. RRI agrees to reimburse Lessee for all taxes, assessments and other governmental charges of whatsoever kind or character paid by Lessee relating to each Boxcar and on the lease, delivery or operation thereof which may be accrued, levied, assessed or imposed during the lease term or which remain unpaid as of the date of delivery of such Boxcar to Lessee, except taxes on net income imposed on Lessee and sales or use taxes imposed on the mileage charges and/or car hire revenues. RRI shall forward to Lessee all sales and use taxes received by it on behalf of Lessee. RRI and Lessee will comply with all state and local laws requiring the filing of ad valorem tax returns on the Boxcars. RRI shall review all tax returns prior to filing.

6. Rental Charges

A. Lessee agrees to pay the following rental charges to RRI for the use of RRI's Boxcars:

(i) RRI shall receive all of the mileage charges and car hire revenues (including both straight and incentive per diem) payable to Lessee by other railroad companies if the utilization of all of the Boxcars on an aggregate basis for each calendar year shall be equal to or less than 85 per cent. For the purpose of this Agreement, utilization of the Boxcars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that per diem is earned on the Boxcars, commencing from the initial loading, and the denominator of which is the aggregate number of days in each year that the Boxcars are on lease to Lessee, commencing from the initial loading. In addition, RRI will receive, as additional rental, all revenues earned by the Boxcars prior to their initial loading.

(ii) In the event the utilization exceeds 85 per cent in any calendar year, RRI shall receive an amount equal to the RRI Base Rental plus an amount equal to one-half of the revenues earned in excess of the RRI Base Rental. For the purpose of this Agreement, RRI Base Rental shall be an amount equal to the total mileage charges and car hire revenues for the calendar year multiplied by a fraction, the numerator of which is 85 per cent and the denominator of which is the utilization for such calendar year.

(iii) The rental charges payable to RRI by Lessee shall be paid from the monies received by Lessee in the following order until RRI receives the amounts due it pursuant to this Section 6: (1) incentive car hire payments; (2) straight car hire payments and (3) mileage charges.

(iv) In the event damage or destruction of a Boxcar has been reported in accordance with Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Hire Rules—Freight and the appropriate amount due as a result thereof is received by RRI, said damaged or destroyed Boxcar will be removed from this Agreement as of the date that payment of car hire revenues ceased.

B. The calculations required above shall be made within three months after the end of each calendar year. However, to enable RRI to meet its financial commitments, RRI may, prior to such calculations retain 93 per cent of the revenues received by it on behalf of Lessee. However, since the parties desire to determine on a quarterly basis the approximate amount of the rental payment due RRI, RRI shall within three months after the end of each calendar quarter, calculate on a quarterly basis rather than a yearly basis, the amount due it pursuant to this section. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculation, provided, however, that following the yearly calculation, any amount paid to either party in excess of the amounts required by the yearly calculation shall be promptly refunded to the appropriate party.

C. In the event the utilization in any calendar quarter is less than 80 per cent, RRI may, at its option and upon not less than 30 days prior written notice to Lessee, terminate this Agreement as to such number of Boxcars as RRI shall determine.

D. RRI may, at its option, terminate this Agreement if the ICC shall, at any time, (1) issue an order reducing incentive per diem for Boxcars on an annual basis to three months or less without a corresponding increase in straight per diem or other revenues available to both RRI and Lessee at least equal in amount to such reduction or (2) determine that Lessee may not apply its net credit balance from incentive per diem settlements in payment of the rental charges set forth in this section.

E. If any Boxcar remains on Lessee's railroad tracks for more than seven days, RRI may, at its option and upon not less than 24 hours prior written notice, terminate this Agreement as to such Boxcar and withdraw such Boxcar from Lessee's railroad tracks, except when such Boxcar is awaiting its initial loading. If any such Boxcar remains on Lessee's railroad tracks more than seven days because Lessee has not given preference to RRI's Boxcars as specified in Section 3B, Lessee shall be liable to RRI for an amount equal to the car hire revenues Lessee would have earned if such Boxcars were in the physical possession and use of another railroad for the entire period after the expiration of seven days.

7. Possession and Use

A. So long as Lessee shall not be in default under this Agreement, Lessee shall be entitled to the possession, use and quiet enjoyment of the Boxcars in accordance with the terms of this Agree-

ment and in the manner and to the extent Boxcars are customarily used in the railroad freight business. Lessee agrees that to the extent it has physical possession and can control use of the Boxcars, the Boxcars will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either RRI or Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner at the expense of the contesting party.

B. Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim on or with respect to the Boxcars or any interest therein or in this Agreement or Schedule thereto. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrances, security interest, or claim if the same shall arise at any time.

8. Default Remedies Upon Default

A. The occurrence of any of the following events shall be events of default:

(i) The nonpayment by Lessee of any sum required hereunder to be paid by Lessee within ten days after notice thereof;

(ii) The default by Lessee under any other term, covenant, or condition of this Agreement which is not cured within ten days after notice thereof from RRI.

(iii) Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors.

(iv) The filing of any involuntary petition under any bankruptcy reorganization, insolvency or moratorium law against Lessee that is not dismissed within sixty (60) days thereafter, or the appointment of any receiver or trustee to take possession of the properties of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of said filing or appointment.

(v) The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

B. Upon the occurrence of any event of default, RRI may, at its option, terminate this Agreement and may

(i) Proceed by appropriate court action to enforce performance by Lessee of this Agreement or to recover damages for a breach thereof (and Lessee agrees to bear RRI costs and expenses, including reasonable attorneys' fees, in securing such enforcement), or -

(ii) By notice in writing to Lessee, terminate Lessee's right of possession of the Boxcars, whereupon all right and interest of Lessee in the Boxcars shall terminate; and thereupon RRI may by its agents enter upon any premises where the Boxcars may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of Lessee. RRI shall nevertheless have a right to recover from Lessee any and all rental amounts which under the terms of this Agreement may then be due or which may have accrued to that date.

9. Termination

At the expiration or termination of this Agreement as to any Boxcars set forth on a Schedule attached hereto, Lessee will surrender possession of such Boxcars to RRI by delivering the same to RRI. The assembling, delivery, storage and transporting of the Boxcars shall be at the expense and risk of RRI. A Boxcar shall be deemed terminated and no longer subject to this Agreement upon the removal of Lessee's railroad markings from the Boxcar and the placing thereon of such markings

as may be designated by RRI, either, at the option of RRI, (1) upon delivery of such Boxcars to Lessee's railroad line subsequent to termination of such Boxcar's lease term or (2) removal and replacement of the markings by another railroad line which has physical possession of the Boxcar at the time of or subsequent to termination of the lease term as to such Boxcar.

(i) If such Boxcars are on the railroad line of Lessee upon such expiration or termination or are subsequently returned to Lessee's railroad line, Lessee shall at RRI's expense within five working days remove Lessee's railroad markings from the Boxcars and place thereon such markings as may be designated by RRI. After the removal and replacement of markings, Lessee shall use its best efforts to load such Boxcars with freight and deliver them to a connecting carrier for shipment. Lessee shall provide up to ten days free storage on its railroad tracks for RRI or the subsequent lessee of any terminated Boxcar.

(ii) If such Boxcars are not on the railroad line of Lessee upon termination, all costs of assembling, delivering, storing, and transporting such Boxcars, except as provided above, to Lessee's railroad line or the railroad line of a subsequent lessee shall be borne by RRI.

10. Indemnities

RRI will defend, indemnify and hold harmless Lessee from and against (1) any and all loss or damage of or to the Boxcars, usual wear and tear excepted, unless occurring through the fault of Lessee while Lessee has physical possession of Boxcars and (2) any claim, cause of action, damage, liability, cost or expense (including legal fees and costs) to which the Boxcars may be subject or which may be incurred in any manner by or for the account of any such Boxcar (unless occurring through the fault of Lessee) relating to the Boxcars or any part thereof, including without limitation the construction, purchase, delivery of the Boxcars to Lessee's railroad line, ownership, leasing or return of the Boxcars, or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects, if any, are latent or are discoverable by RRI or Lessee).

11. Warranties and Covenants

Lessee represents, warrants and covenants that:

(i) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated and has the corporate power, authority and is duly qualified and authorized to do business wherever necessary, to carry out its present business and operations and to own or hold under lease its properties and to perform its obligations under this Agreement.

(ii) The entering into and performance of this Agreement will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Boxcars pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound.

(iii) There is no action or proceeding pending or threatened against Lessee before any court or administrative agency or other governmental body which might result in any material adverse effect on the business, properties and assets, or conditions, financial or otherwise, of Lessee.

(iv) There is no fact which Lessee has not disclosed to RRI in writing, nor is Lessee a party to any agreement or instrument or subject to any charter or other corporate restriction which, so far as the Lessee can now reasonably foresee, will individually or in the aggregate materially adversely affect the business, condition or any material portion of the properties of the Lessee or the ability of the Lessee to perform its obligations under this Agreement.

(v) Lessee has during the years 1964-1968 neither leased nor purchased any boxcars.

12. Inspection

RRI shall at any time during normal business hours have the right to enter the premises where the Boxcars may be located for the purpose of inspecting and examining the Boxcars to insure Lessee's compliance with its obligations hereunder. Lessee shall immediately notify RRI of any accident connected with the malfunctioning or operation of the Boxcars including in such report the time, place and nature of the accident and the damage caused to property; the names and addresses of any persons injured and of witnesses and other information pertinent to Lessee's investigation of the accident. Lessee shall also notify RRI in writing within five (5) days after any attachment, tax lien or other judicial process shall attach to any Boxcar. Lessee shall furnish to RRI promptly upon its becoming available, a copy of its annual report submitted to the ICC and, when requested, copies of any other income or balance sheet statements required to be submitted to the ICC.

13. Miscellaneous

A. This Agreement and the Schedules contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not without the prior written consent of RRI assign this Agreement or any of its rights hereunder or sublease the Boxcars to any party, and any purported assignment or sublease in violation hereof shall be void.

B. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of this Agreement.

C. It is expressly understood and agreed by the parties hereto that this Agreement constitutes a lease of the Boxcars only and no joint venture or partnership is being created. Notwithstanding the calculation of rental payments, nothing herein shall be construed as conveying to Lessee any right, title or interest in the Boxcars except as a lessee only.

D. No failure or delay by RRI shall constitute a waiver or otherwise affect or impair any right, power or remedy available to RRI nor shall any waiver or indulgence by RRI or any partial or single exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

E. This Agreement shall be governed by and construed according to the laws of the State of New Jersey.

F. All notices hereunder shall be in writing and shall be deemed given when delivered personally or when deposited in the United States Mail, postage prepaid, certified or registered, addressed to the president of the other party at the address set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

REX RAILWAYS, INC.

Paul J. Mitton, Chairman
(TITLE)

DATE 9/29/77

HILLSDALE COUNTY RAILWAY CO., INC.

John H. Marini
President
(TITLE)

DATE September 22, 1977

EQUIPMENT SCHEDULE

RRI- hereby leases the following Boxcars to HILLSDALE COUNTY RAILWAY CO., INC. pursuant to that certain Lease Agreement dated as of 9/29 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
25 XF cars	Boxcars	HCRC 801 - 825 incl.	50'6"	9'6"	11'	10'	25
Equipment schedule to be completed when car numbers are assigned and the exact dimensions are known.							

REX RAILWAYS, INC.

Francis J. Jaxton

 (TITLE)

DATE: 9/29/77

HILLSDALE COUNTY RAILWAY CO., INC.

John H. Marini

 President
 (TITLE)

DATE: September 22, 1977

CONSENT TO ASSIGNMENT OF LEASE

The undersigned parties hereby amend a certain Lease dated September 22, 1977 by and between Rex Railways, Inc., Englewood Cliffs, New Jersey (Lessor) and Hillsdale County Railway Co., Inc., Hillsdale, Michigan

(Lessee) in that the Lessee hereby acknowledges that the rights of the Lessor in and to this Lease has been assigned, mortgaged and pledged to, and are subject to a security interest in favor of BT Equipment Leasing, Inc., New York, New York, pursuant to a security agreement, chattel mortgage and lease agreement dated as of 1977 from Lessor to BT Equipment Leasing, Inc. as said security agreement, chattel mortgage and lease assignment may be amended or supplemented from time to time.

Agreed and acknowledged by:

REX RAILWAYS, INC.

by: *Frank A. Aulita*
Chairman

HILLSDALE COUNTY RAILWAY CO., INC.

by: *John A. Marino*
PRESIDENT

ADDENDUM VALUATION AGREEMENT

Notwithstanding anything herein to the contrary, whenever an Insurance Carrier must honor a claim herein submitted by the Lessor, the value of the railcars referred to in this Lease shall be as follows:

1st	year	value	of	car	is	110%	of	purchase	price.
2nd	"	"	"	"	"	109%	"	"	"
3rd	"	"	"	"	"	108%	"	"	"
4th	"	"	"	"	"	107%	"	"	"
5th	"	"	"	"	"	106%	"	"	"
6th	"	"	"	"	"	105%	"	"	"
7th	"	"	"	"	"	104%	"	"	"
8th	"	"	"	"	"	103%	"	"	"
9th	"	"	"	"	"	102%	"	"	"
10th	"	"	"	"	"	101%	"	"	"
11th	"	"	"	"	"	100%	"	"	"
12th	"	"	"	"	"	99%	"	"	"

OR

Depreciated value, whichever is higher.

REX RAILWAYS, INC.

Frank A. Pulitan, Chairman
Lessor

HILLSDALE COUNTY RAILWAY CO., INC.

John H. Marin
Lessee

Dated: September 22, 1977