

William M. Gibbons TRUSTEE

LAW DEPARTMENT

THE ROCK

RECORDATION NO. 8629 Filed & Recorded

DEC 23 1976 10 25 AM

INTERSTATE COMMERCE COMMISSION

6-358A035

Date DEC 23 1976

Fee \$ 50.-

ICC Washington, D. C.

RECEIVED
DEC 23 10 18 AM '76
I.C.C.
FEE OPERATION BR.
(312) 435-7915

November 10, 1976

Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are six executed counterparts of Sublease Agreement dated November 4, 1976.

R.D.
ADMINISTRATIVE SERVICES
MAIL UNIT

INTERSTATE
COMMERCE COMMISSION
RECEIVED

The names and addresses of the parties are:

Cook Industries, Inc., Sublessor
Memphis, Tennessee

William M. Gibbons, Trustee of the Property of
Chicago, Rock Island and Pacific Railroad Company, Sublessee
139 West Van Buren Street
Chicago, Illinois 60605

A general description of the railroad rolling stock covered by the Sublease Agreement is:

99 covered hopper cars bearing identification markings CKIX series 5001 to 5200 (car numbers attached hereto as Exhibit 1).

The undersigned is an executive officer of William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company mentioned in the enclosed documents and has knowledge of the matters set forth therein. Please return to me two executed counterparts of the Sublease Agreement with the recording information stamped thereon.

Also enclosed is a check in the amount of \$50.00 covering the required recordation fee.

WILLIAM M. GIBBONS, Trustee of the
Property of Chicago, Rock Island
and Pacific Railroad Company, Sublessee

OLH:vf
Enclosure

By *W. M. Gibbons*
General Solicitor

SCHEDULE OF SUBLEASED CARS

<u>Description</u>	<u>Car Numbers</u>	<u>Car Numbers</u>
Hopper Cars, 100-ton	CKIX 5090	CKIX 5177
4650 cubic feet capacity	5091	5178
	5092	5180
	5093	5186
	5094	5187
	5097	5189
	5099	5194
	5100	5198
	5101	5199
	5105	
	5108	
	5110	
	5111	
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Interstate Commerce Commission
Washington, D.C. 20423

12/28/76

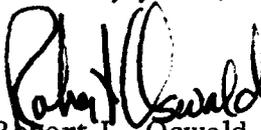
OFFICE OF THE SECRETARY

O.H. Houts
Chicago Rock Island & Pacific RR. Co.
139 West Van Buren St.
Chicago, Illinois 60605

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 12/23/76 at 10:25am , and assigned recordation number(s) 8629

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

DEC 23 1976 10 21 AM

INTERSTATE COMMERCE COMMISSION

SUBLEASE AGREEMENT

This Sublease Agreement made and entered into as of November 4, 1976, by and between COOK INDUSTRIES, INC., a Delaware corporation with offices at Memphis, Tennessee (hereinafter referred to as "Sublessor"), and WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, with offices at Chicago, Illinois (hereinafter referred to as the "Sublessee").

WHEREAS:

(1) BT Leasing Services, Inc., New York (hereinafter referred to as "Bankers Trust") by a lease dated May 8, 1975 (hereinafter referred to as the "Basic Lease"), a copy of which Basic Lease with Exhibits A through D is attached hereto as Exhibit 1 and incorporated herein by reference as fully as if the terms and provisions thereof were set forth in full herein, has leased to Sublessor 200 100-ton Covered Hopper Cars (hereinafter referred to as the "Cars");

(2) The Basic Lease provides that Sublessor shall not assign its interest in the Basic Lease or sublease the whole or any part of the Cars for a period longer than two years without the prior written consent of Bankers Trust;

(c) The aforesaid William M. Gibbons (the "Trustee") has been duly appointed Trustee of the property of the Chicago, Rock Island & Pacific Railroad Company (the "Railroad") by an order of the United States District Court for the Northern District of Illinois, Eastern Division (hereinafter referred to as the

"Court") in a proceeding under Section 77 of the Bankruptcy Act entitled "In the Matter of Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75B 2697", and said appointment has been duly ratified by an order of the Interstate Commerce Commission, and said Trustee has duly qualified as such and is now in possession of and operating the property of the Railroad pursuant to the provisions and directions contained in orders of said Court; and

(4) Sublessor and Sublessee desire to enter into a sublease of 99 of the Cars upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Sublessor agrees to furnish and lease to Sublessee and Sublessee agrees to accept, subject to the provisions set forth below, and sublease from Sublessor, 99 of the Cars (hereinafter referred to collectively as the "Subleased Car") which Subleased Cars are numbered and more particularly described in Exhibit 2 attached hereto and incorporated herein by reference.

1. Basic Lease. Sublessee hereby acknowledges that Sublessor is now leasing the Sublease Cars from Bankers Trust pursuant to the Basic Lease. Sublessee agrees to observe, perform,

assume, and be bound by all the terms, conditions, responsibilities, rights, privileges, and duties that Sublessor has from or to Bankers Trust under the Basic Lease, except as otherwise specifically provided for herein in Section 1.1. Sublessee agrees not to do any act or permit any condition or thing to occur which would constitute a default under the terms and conditions of the Basic Lease. Any reference in the Basic Lease to "Lessee," the Sublessor herein, shall for purposes of this Sublease be construed as referring to Sublessee and thus accord to Sublessee all the rights and obligations available or accruing to the benefit of the Lessee under the Basic Lease. Any references in the Basic Lease to "Lessor," Bankers Trust, shall for purposes of this Sublease be construed as referring to Sublessor and accord to Sublessor under this Sublease Agreement all the rights, remedies, limitations of liability, and defenses available or accruing to the benefit of Bankers Trust under the Basic Lease. An event of default under the Basic Lease shall likewise be an event of default under the Sublease Agreement. The occurrence of any event of default under the terms of the Basic Lease or this Sublease shall accord to Sublessor all the rights and remedies in accordance with the term of this Sublease Agreement against Sublessee available to Bankers Trust against Sublessor under the Basic Lease. Additionally, Sublessee agrees to fully defend, indemnify, and hold Sublessor harmless from any responsibility or liability that Sublessor may incur by virtue of this Sublease Agreement or the use or possession of the Subleased Cars.

As long as Sublessee shall not be in default hereunder and Sublessor shall not be in default under the Basic Lease, Sublessee shall be entitled to quiet enjoyment and use of the Subleased Cars. However, in the event Sublessor defaults under the Basic Lease and BT Leasing Services, Inc., its successors or assigns, demands or requests redelivery or other disposition of the Subleased Cars pursuant to the Basic Lease, all of Sublessee's obligations hereunder, including payment of rent but not accrued obligations or liabilities, shall cease and terminate as of the effective date of such redelivery or other disposition.

1.1 Inapplicability of Certain Provisions of the Basic Lease. The following sections of the Basic Lease are hereby deleted in their entirety from this Sublease Agreement, it being the intent of Sublessor and Sublessee that such sections and only such sections, not be binding on them: Section 2(a)(b)(c)(d)(e)(g), 4(a)(c)(d)(e), 5, 6, 7(a)(b), 10, 18(d), 19(c) and 20 of the Basic Lease and Sections 2(a)(b), 4, 6, 7 and paragraphs 23, 24, and 25 of Section 14 of Exhibit A to the Basic Lease. For purposes of Section 19(b) of the Basic Lease and Section 11 of Exhibit A, Sublessee will not be required to redeliver cars other than to a location on Sublessee's lines.

For purposes of this Sublease Agreement and the determination of "Stipulated Loss Values" and "Termination Values" pursuant to the Basic Lease, the "Acquisition Cost" for each Subleased Car is the sum of \$30,014.00. For purposes of calculating

any amounts that may be payable by Sublessee to Sublessor as "Stipulated Loss Value" and/or "Termination Value," the first "Rent Installment Date" as referred to in Exhibits C and D of the Basic Lease was November 30, 1975, with subsequent "Rent Installment Dates" being semiannually thereafter.

2. Term. The term of this Sublease Agreement shall commence as to each separate Subleased Car to be leased hereunder upon the acceptance by Sublessee of each such Subleased Car as evidenced by its execution of a Certificate of Acceptance in the form of the attached Exhibit 3. Sublessor has caused all Subleased Cars to be delivered to Sublessee. In the event any Subleased Car delivered by Sublessor to Sublessee pursuant hereto does not meet the interchange rules of the Association of American Railroads, (hereinafter called "AAR") or contains Federal Railroad Administration (hereinafter called "FRA") defects or is otherwise damaged, Sublessee shall repair said Subleased Car to make it comply with such interchange rules and FRA standards or make other necessary repairs and shall submit AAR bills covering such repairs to Sublessor which Sublessor hereby agrees to pay. Execution of a Certificate of Acceptance with respect to a Subleased Car shall constitute an acknowledgment that such Subleased Car is in good condition and working order, free from all defects, and is suitable for the purposes for which said Subleased Car is to be used by Sublessee. The term of this Sublease Agreement as to each Subleased Car shall terminate on October 31, 1977 except as otherwise sooner terminated in accordance with this Sublease Agreement or the Basic Lease.

3. Rental. Sublessee agrees to pay Sublessor in lawful money of the United States a rental charge for the use of the Subleased Cars at the rate of THREE HUNDRED SIXTEEN AND 20/100 DOLLARS (\$316.20) per car for each calendar month during the term of this Sublease Agreement, which rental charge, except for the first month, shall be due in advance on the first day of each month at the offices of Sublessor or at such other place as Sublessor, or its assignee, may specify in writing. Rental charges for the month of November, 1976, shall be payable on December 1, 1976. Rental shall begin with and include the date of commencement of the term of this Sublease Agreement as to each Subleased Car and shall cease upon termination of this Sublease Agreement as provided for herein. Rental for the first and last month shall be prorated to a daily basis.

4. Representations, Warranties, and Agreements of Sublessee. Sublessee represents, warrants to, and agrees with Sublessor as follows:

4.1 Sublessee hereby makes to Sublessor the representations and warranties made by Sublessor to Bankers Trust pursuant to Section 4 of the Basic Lease, as supplemented by Exhibit A to the Basic Lease, which representations and warranties shall survive the execution and delivery of this Sublease Agreement. Sublessee represents and warrants that each of said representations and warranties are true and correct to the same extent as if set out verbatim herein.

4.2 William M. Gibbons has been duly appointed as Trustee of the Property of the Chicago, Rock Island and Pacific Railroad Company, Debtor, by an order of the United States District Court for the Northern District of Illinois; the appointment of said Trustee has been duly ratified by an order of the Interstate Commerce Commission; and said Trustee is duly vested with the title to the properties of the Railroad and has the power and authority to carry on its business; the execution and delivery of this Sublease by Sublessee and its compliance with the provisions hereof has been duly authorized by an order of the Court.

4.3 Sublessee has the power, authority, and requisite governmental and judicial authorizations to enter into this Sublease Agreement, and all other documents contemplated hereby.

4.4 Sublessee has taken all judicial and governmental action necessary to approve the execution and delivery of and performance under this Sublease Agreement, and all other documents and writings contemplated hereby as required under the laws, rules and regulations of the United States.

4.5 Sublessee has duly authorized, executed, and delivered this Sublease Agreement and all other documents and writings contemplated hereby.

4.6 The execution and delivery of this Sublease Agreement will not result in the creation or imposition of any lien, charge, or incumbrance of any nature whatsoever upon any of the Subleased Cars pursuant to the terms of any mortgage, security agreement, or other instrument or proceeding binding upon the Sublessee.

4.7 Sublessee shall, at its expense, promptly, but in no event more than 10 days after the execution of this Sublease by all parties hereto, (1) cause the documents and other instruments specified by counsel for Sublessee pursuant to Section 5.1.6. hereof to be duly filed for recordation with the appropriate public officials; (ii) execute, deliver, acknowledge, file, record, and register such further documents and assurances and take such further action as may be necessary or advisable or as Sublessor may, from time to time, reasonably request in order to more effectively carry out the intent and purpose of this Sublease Agreement and to establish and protect Sublessor's rights in the Subleased Cars and remedies created or intended to be created in favor of Sublessor hereunder; and (iii) furnish, or cause to be furnished, to Sublessor certificates or other evidences of such filings, registrations, and/or recordings; and (iv) furnish or cause to be furnished to Sublessor within 10 days of the execution of this Sublease Agreement an opinion of counsel for Sublessee, in form and substance satisfactory to Sublessor and its counsel, Messrs. Ireland Reams Henderson & Chafetz, to the effect that:

4.7.1. All the documents and other instruments

specified by counsel for Sublessee pursuant to Section 5.1.6. hereof have been duly filed for recordation with appropriate public officials.

4.8 No approval of the Interstate Commerce Commission, any other governmental authority, agency or court is necessary, or if necessary, has been obtained, for the valid authorization, execution, and delivery of this Sublease Agreement or for the validity and enforceability of the terms hereof.

4.9 The execution and delivery of this Sublease Agreement and the fulfillment of its terms and provisions by the Sublessee will not conflict with, violate, or result in a breach of any law, administrative regulation or court decree applicable to Sublessee.

4.10 No litigation or administrative proceedings are pending or, to the knowledge of Sublessee, threatened against Sublessee, the adverse determination of which would affect the validity of this Sublease Agreement or the rights of Sublessor to enforce the provisions hereof.

4.11 To Sublessee's knowledge, there is no impediment under any existing laws, including Section 77 of the Bankruptcy Act (11 U.S.C. §205), as presently constituted, to Sublessor's retaking of the Subleased Cars from Sublessee upon an event of default under this Sublease.

4.12 Sublessee shall, at its expense, promptly, but in no event more than 14 days after execution of this Sublease Agreement, cause to be placed on each side of each Subleased Car,

in letters not less than one inch in height, the following legend:

BT Leasing Services, Inc.
Owner-Lessor

Cook Industries, Inc.
Sublessor

In case, during the continuance of this Sublease Agreement, any of such marks shall at any time be removed, defaced, destroyed, or become illegible in whole or in part, Sublessee will, at its own expense, immediately cause the same to be restored or replaced. Sublessee will cause each Subleased Car to be kept numbered with the identifying number thereof as set forth in Exhibit 2, and will not permit the number of any such Subleased Car to be changed except with the consent of Bankers Trust and Sublessor and in accordance with a statement of new numbers to be substituted therefor, which consent and statement previously shall have been filed with Bankers Trust and Sublessor by Sublessee and filed, registered, and recorded in all public offices where this Sublease Agreement (and/or any Financing Statements relating thereto) shall have been filed, registered, and/or recorded. Sublessee will not allow the name of any person, association, or corporation to be placed on the Subleased Cars as a designation that might be interpreted as a claim of ownership thereof by any person other than Bankers Trust, but Sublessee may letter the Subleased Cars with such names or initials or other insignia as are customarily used by Sublessee on its cars of the same or similar type for convenience

of identification of the right of Sublessee to use and operate the Subleased Cars under this Sublease Agreement.

5. Documents Being Delivered by Sublessee. In connection with this Sublease Agreement and the transactions contemplated hereby, the Sublessee shall deliver to Sublessor documents, each of which shall be in form and substance satisfactory to Sublessor and its counsel, Messrs. Ireland Reams & Chafetz, as follows:

5.1 Opinion of Counsel. An opinion of counsel for Sublessee dated the date of this Sublease Agreement:

5.1.1. stating that the representations made by Sublessee pursuant to Section 4 hereof are true;

5.1.2. stating that Sublessee has the power, authority, and requisite governmental and judicial authorizations to enter into this Sublease Agreement, and all other documents and writings contemplated hereby;

5.1.3. stating that Sublessee has taken all judicial and governmental action necessary to approve the execution and delivery of and performance under this Sublease Agreement, and all other documents and writings contemplated hereby as required under the laws, rules and regulations of the United States;

5.1.4. stating that Sublessee has authorized, executed, and delivered this Sublease Agreement, and all other documents and writings contemplated hereby, and such Sublease Agreement, documents, and writings are valid and enforceable against Sublessee in accordance with their respective terms;

5.1.5. stating that the execution and delivery of this Sublease Agreement will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the Subleased Cars pursuant to the terms of any mortgage, security agreement, or other instrument or proceeding binding upon the Sublessee;

5.1.6. specifying the documents and other instruments that are required to be filed and recorded for the full protection of the rights of Sublessor in the Subleased Cars and the further refilings and recordings required in order to continue full protection of the right of Sublessor in the Subleased Cars;

5.1.7. stating that no approval of the Interstate Commerce Commission or any other governmental authority, agency or court is necessary, or if necessary, has been obtained, for the valid authorization, execution and delivery of this Sublease Agreement or for the validity and enforceability of the terms hereof;

5.1.8. stating that the execution and delivery of this Sublease Agreement and the fulfillment of its terms and

provisions by the Sublessee will not conflict with, violate, or result in a breach of any law, administrative regulations, or court decree applicable to Sublessee;

5.1.9. no litigation or administrative proceedings are pending or, to the knowledge of counsel, threatened against Sublessee, the adverse determination of which would affect the validity of this Sublease or the rights of Sublessor to enforce the provisions hereof; and

5.1.10. stating that there is no impediment under any existing laws, including Section 77 of the Bankruptcy Act (11 U.S.C. §205), as presently constituted, to Sublessor's retaking of the Subleased Cars from Sublessee upon an event of default under this Sublease Agreement.

6. Survival, Etc. All covenants, agreements, representations, and warranties made hereunder shall be deemed to be material and to have been relied upon by Sublessor and Sublessee, notwithstanding any investigation heretofore or hereafter made by either party or on their respective behalfs, and shall survive the execution of this Sublease Agreement.

7. Indemnity. Sublessee further agrees, as part of the consideration of this Sublease Agreement, that Sublessor shall not be liable under any circumstances for any loss or delay or for any damage of any kind to the Subleased Cars or any commodities or properties loaded in or shipped on any of the Subleased Cars, nor shall Sublessor be liable to Sublessee because of or on account

of any damage or injury caused directly by any of the Subleased Cars, or resulting in any way from the use thereof. Sublessee agrees to forever fully indemnify and hold Sublessor harmless of and from any and all claims, demands, or causes of action whatsoever asserted against Sublessor by any person, firm or corporation on account of any damage to any Subleased Car, injury caused directly or indirectly by any of said Subleased Cars or resulting in any way from the use thereof, and to defend at Sublessee's expense any litigation or proceeding arising incidental to the operation of the Subleased Cars.

8. Assignment, Sublease Agreement. This Sublease Agreement shall not, in whole or in part, be assigned by Sublessee nor shall any of the Subleased Cars be subleased or loaned without the prior written consent of Sublessor and Bankers Trust. In the event such consent to assignment or sublease is given, Sublessor shall continue to look solely to Sublessee for payment of rental and fulfillment of the obligations of this Sublease Agreement the same as if the Subleased Cars were being actually operated by Sublessee.

9. Subordination. It is understood that some or all of the Subleased Cars and Sublessor's rights under this Sublease Agreement may, at the time of delivery to Sublessee or at some future time during the term of this Sublease Agreement, be subject to the terms of a mortgage, deed of trust, equipment trust, pledge, or assignment or similar security arrangement. Sublessee agrees,

but not at its expense, that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee, or security holder and that this Sublease Agreement and Sublessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee, or security holder. This Sublease Agreement and the rentals hereunder may be assigned to the holder, if any, of the superior lien from time to time on each Subleased Car as determined with reference to the filings under Section 20c of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to Sublessee's satisfaction that he is the assignee of this Sublease Agreement or the rentals hereunder, Sublessee is to pay all rentals to the order of Sublessor. Sublessee hereby consents to and accepts any such assignment. Sublessee agrees that no claim or defense which Sublessee may have against Sublessor shall be asserted or enforced against any such assignee of this Sublease Agreement or the rentals due hereunder.

10. General Provisions.

10.1 Notices. Any notice, request, instruction, or other document given hereunder by either party hereto shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid and, if to Sublessor, addressed to Cook Industries, Inc., 2185 Democrat Road, Memphis, Tennessee 38131, Attention of Michael Swanson, with copies to Ireland Reams

Henderson & Chafetz, 2856 Directors Cove, Memphis, Tennessee 38131, Attention of William H. Thomas, Jr., Esquire; and, if to Sublessee, addressed to William M. Gibbons, Trustee of the Property of the Chicago, Rock Island & Pacific Railroad Company, Debtor, 139 West Van Buren, Chicago, Illinois with copies to O. L. Houts, Counsel, 139 West Van Buren, Chicago, Illinois 60605 ; and to such other address as the parties shall furnish to the other upon notice in accordance with this subsection. If mailed as aforesaid, notice shall be deemed given when deposited in the United States mail.

10.2. Invalidity or Inapplicability of Clause. If any term, covenants, condition, or provision of this Sublease Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Sublease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Sublease Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.3. Counterparts. This Sublease Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10.4. Entire Agreement. It is expressly understood and agreed by and between Sublessor and Sublessee that this Sublease sets forth all the promises, agreements, conditions, inducements,

and understandings between Sublessor and Sublessee relative to the Subleased Cars and that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth and shall not be modified in any manner except by an instrument in writing executed by the parties.

10.5 Successors or Assigns. Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Sublease Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

10.6 Waivers. Failure of Sublessor to complain of any act or omission on the part of Sublessee, no matter how long the same may continue, shall not be deemed to be a waiver by Sublessor of any of its rights hereunder. No waiver by Sublessor at any time, express or implied, of any breach of any provision of this Sublease Agreement shall be deemed to be a waiver of a breach of any other provision of this Sublease Agreement or a consent to any subsequent breach of the same or any other provision. No acceptance by Sublessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

10.7 Section Headings. All section headings are inserted for convenience only.

11. Conflicts. In the event of any conflict or inconsistency between the terms and conditions of this Sublease Agreement and the terms and conditions of the Basic Lease, the terms and conditions of the Basic Lease, the terms and conditions of this Sublease Agreement shall govern and control the relationship of Sublessor and Sublessee.

12. Termination. During the term of this Sublease Agreement as defined in Section 2 hereof, Sublessee shall have the right to cancel this Sublease Agreement upon one hundred eighty (180) days' advance written notice.

13. Car Hire. Sublessor shall forthwith pay to Sublessee all AAR Car Hire Rate collected by Sublessor during the term or any extended term of this Sublease Agreement with respect to the Subleased Cars.

14. Option to Extend. Provided that this Sublease Agreement has not terminated, Sublessee is not in default hereunder and Bankers Trust consents in writing, Sublessee shall have the right, subject to Court approval, to extend the term of this Sublease Agreement through the Basic Term of the Basic Lease. In such event the per car per calendar month rental of \$316.20 shall be reduced to \$280.00 and the difference between the said \$316.20 and the said \$280.00, to wit \$36.20 per car per month paid by the Sublessee shall be credited against Sublessee's rental obligation under the extended term and Sublessee shall possess the right to exercise the Purchase Option and/or Renewal Option set out in paragraphs 23 and 24 of Section 14 of Exhibit A to the Basic Lease.

IN WITNESS WHEREOF, Sublessor and Sublessee, respectively, each pursuant to due corporate or judicial authority,

have caused their representatives or Trustees thereunto duly authorized to execute this Sublease Agreement this 4 day of November, 1976.

COOK INDUSTRIES, INC.

ATTEST:
John M. Keams
Assistant Secretary

BY: [Signature]
Its Senior Vice President

WITNESS:
[Signature]

WILLIAM M. GIBBONS, Trustee of
the Property of the CHICAGO,
ROCK ISLAND & PACIFIC RAILROAD
COMPANY
[Signature]

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

On this 4 day of November, 1976, before me personally appeared R. M. Fritz, to me personally known, who being by me duly sworn says that he is the Senior Vice President of COOK INDUSTRIES, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Executive Committee of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Shirley A. Gable
NOTARY PUBLIC in and for
Shelby County, Tennessee

My Commission Expires:
MY COMMISSION EXPIRES JUNE 14, 1978

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 17th day of Dec., 1976, before me personally appeared WILLIAM M. GIBBONS, to me personally known, who, being by me duly sworn, says that he is Trustee of the property of Chicago, Rock Island and Pacific Railroad Company, that said instrument was signed and sealed by him and he acknowledged that the execution of the foregoing instrument was his free act and deed as Trustee.

JoAnn B. Smith
Notary Public

[NOTARIAL SEAL]

EQUIPMENT LEASE AGREEMENT

EQUIPMENT LEASE AGREEMENT dated as of May 8, 1975 between
 a Delaware
 LEASING/Services Incorporation ("Lessor"), and Cook Industries, Inc.
 a Delaware corporation ("Lessee");

W I T N E S S E T H:

WHEREAS, Lessee desires Lessor to acquire the Equipment from Seller and lease the Equipment to Lessee and, subject to the terms and conditions hereinafter set forth, Lessor is willing to do so;

NOW, THEREFORE, IT IS AGREED:

1. Exhibit A. The term "Exhibit A" shall mean the Additional Terms And Conditions Of Equipment Lease Agreement attached hereto as Exhibit A, the terms and conditions of which are hereby incorporated in, and made a part of, this Agreement to the same extent as if fully set forth herein. The terms used in Exhibit A which are defined in this Agreement shall have the same meanings as are provided therefor herein; the terms used in this Agreement which are defined in Exhibit A shall have the same meanings as are provided therefor in Exhibit A. Each reference herein to "this Agreement" and like words shall include Exhibit A.

2. Acquisition, Delivery and Acceptance of the Equipment.

(a) Either: (i) Lessee has heretofore ordered the Equipment pursuant to one or more Purchase Orders (in form and substance satisfactory to Lessor), a true, correct and complete copy of each of which has been furnished to Lessor, and Lessee has delivered, or shall forthwith deliver to Lessor, an assignment of its rights under each such Purchase Order together with the consent of Seller with respect thereto (each of which shall be in form and substance satisfactory to Lessor); or (ii) Lessor, at the request of Lessee and contemporaneously with the execution and delivery of this Agreement, has ordered the Equipment pursuant to one or more Purchase Orders, a copy of each of which has been furnished to Lessee and which Lessee, by its execution and delivery of this Agreement, approves.

(b) Lessor shall have no obligations under any Purchase Order other than to pay the purchase price for the Equipment covered thereby in accordance with the provisions of this Agreement; Lessee shall be responsible for the performance of all other obligations (other than those of any Seller) under each Purchase Order. Lessor shall have no responsibility or liability to Lessee or any other Person for the adequacy or accuracy of any specifications set forth in any Purchase Order or for the failure on the part of any Seller to accept any Purchase Order or to make delivery of any Equipment covered thereby in accordance with the terms thereof.

(c) Simultaneously with the acquisition of any Equipment by Lessor, Lessee shall accept delivery of such Equipment and shall execute and deliver to Lessor one or more Acceptance Certificates relating to such Equipment.

(d) Upon the satisfaction of the conditions set forth in this Section and in Section 5: (i) Lessor shall acquire the Equipment for a purchase price not to exceed Maximum Acquisition Cost; and (ii) upon receipt by Lessor of Seller's invoice for any Equipment (approved in writing by Lessee), Lessor shall remit to Seller the amount thereof provided that (x) such amount, together with any amounts previously paid in respect of the Equipment, does not exceed Maximum Acquisition Cost and (y) Lessor shall have agreed in writing with the manner in which invoices of Seller are to be submitted and paid.

(e) In the event that Lessee shall fail for any reason to (i) forthwith deliver to Lessor the assignment of each Purchase Order (including each Seller's consent thereto), if required by this Section, (ii) accept delivery of any Equipment, (iii) execute and deliver to Lessor an Acceptance Certificate relating to any Equipment or (iv) approve an invoice relating to any Equipment, Lessee shall, on demand by Lessor, forthwith pay Lessor any amounts theretofore paid or then owing by Lessor to any Seller or to any other Person in respect of the Equipment, this Agreement, any Purchase Order or otherwise, together with a handling charge in the amount specified in Exhibit A. Upon such payment Lessee shall become (i) subrogated to Lessor's claims (if any) against each Seller and (ii) entitled to the Equipment as is where-is without recourse and without representations, warranties or agreements of any kind and Lessor, and Lessee shall thereupon be released from their obligations hereunder except that obligations of Lessee under Section 11 hereof shall not be released.

(f) The delivery of any Equipment to Lessee and the delivery to Lessor of an Acceptance Certificate with respect thereto shall constitute Lessee's acknowledgment that: (i) Lessee has fully inspected such Equipment; (ii) such Equipment is in good condition and repair, is of the manufacture, design and specifications selected by Lessee and is suitable for Lessee's purposes; (iii) such Equipment is in full compliance with this Agreement and Lessee has accepted such Equipment hereunder; and (iv) Lessor has made no representation or warranty of any kind with respect to such Equipment.

(g) Lessee shall: (i) pay all costs and expenses of freight, packing, insurance, handling, storage, shipment and delivery of the Equipment to the extent that the same have not been included in Acquisition Cost; and (ii) furnish, at its own cost and expense, such labor, equipment and other facilities and supplies as may be required to install and erect the Equipment, which installation and erection shall be in accordance with the specifications and requirements of each Seller.

3. Representations and Warranties of Lessor.

(a) LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE OR OWNERSHIP, CONDITION, QUALITY, DURABILITY, SUITABILITY, ADEQUACY, MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, DESIGN, OPERATION, USE OR PERFORMANCE OF ANY EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT or otherwise hereunder except that Lessor represents and warrants that Lessor has the power and authority to execute and carry out this Agreement.

(b) Nothing contained in this Section shall be deemed to limit Lessee from availing itself of any representations, warranties or agreements of any Seller/Lessee acknowledges and agrees that, except as otherwise specifically provided herein, Lessor shall have no responsibility or liability to Lessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (ii) the use, operation or performance of any Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipatory profits or consequential damages; or (iv) the delivery, installation, erection, testing, programming, adjusting, operation, servicing, maintenance, repair, improvement or replacement of any Equipment.

4. Representations and Warranties of Lessee. In order to induce Lessor to enter into this Agreement and to lease the Equipment to Lessee, Lessee makes the following representations and warranties which shall survive the execution and delivery of this Agreement:

(a) Lessee: (i) is a duly organized and validly existing corporation in good standing under the laws of the State of its incorporation and has the corporate power and authority to own its property and assets and to transact the business in which it is engaged; (ii) is duly qualified or licensed as a foreign corporation in good standing in every jurisdiction (wherein the Equipment will be located) in which the nature of the business in which it is engaged makes such qualification or licensing necessary and (iii) has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and each of the other instruments and agreements (the "Other Agreements") delivered in connection with this Agreement. ^{made in which party to be licensed or be licensed on its business;} would have a material adverse effect on the conduct of its business.

(b) Neither the execution and delivery of this Agreement or any of the Other Agreements, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene any provision of law, statute, rule or regulation to which Lessee is subject or any judgment, decree, franchise, order or permit applicable to Lessee, or will conflict or will be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the property or assets of Lessee pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which Lessee is a party or by which it is bound or to which it is subject, or violate any provision of the Certificate of Incorporation or By-Laws of Lessee.

(c) This Agreement has been duly authorized, executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Each of the Other Agreements will be, at the time of the delivery thereof, duly authorized, executed and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.

(d) No approval, authorization or consent of any governmental or public body or authority is necessary to enable Lessee to execute, deliver and carry out the terms and provisions of this Agreement and the Other Agreements except those which have been duly obtained and certified copies thereof delivered to Lessor.

(e) Any Equipment acquired by Lessor pursuant to the Purchase Order will be free and clear of any claims, mortgages, pledges, liens, security interests or other charges or encumbrances of any kind in favor of any Person other than Lessor.

~~(f) Lessor warrants that the real property described in the Purchase Order is free and clear of any claims, mortgages, pledges, liens, security interests or other charges or encumbrances of any kind in favor of any Person other than Lessor.~~

(g) Lessee's chief place of business is located in the State specified in Exhibit A.

5. Conditions Precedent to Lessor's Obligations. The obligations of Lessor to acquire the Equipment from Seller and to lease the Equipment to Lessee are subject, at the time of the entering into by Lessor with Seller of any commitment to acquire the Equipment and at the time of each delivery of any Equipment to Lessee and at the time of each payment by Lessor in respect of Acquisition Cost of any Equipment (all except as hereinafter indicated), to the satisfaction of the following conditions:

(a) At or prior to the earliest of any such times and thereafter upon the request of Lessor, Lessor shall have received from counsel for Lessee satisfactory to Lessor, a favorable opinion, addressed to Lessor, to the effect stated in Subsections (a) through (e) of Section 4 and covering such other matters incident to the transactions herein contemplated as Lessor may request.

(b) There shall exist no condition, event or act which would constitute an Event of Default and no condition, event or act which, with the giving of notice or lapse of time, or both, would constitute such an Event of Default.

(c) All representations and warranties by Lessee contained herein or otherwise made in writing in connection herewith shall be true and correct with the same effect as though the representations and warranties had been made on and as of the date of the entering into of such commitment or the date of such delivery or the date of such payment as the case may be.

(d) All deposits and lease payments of Lessor shall be recoverable by Lessee if Lessor is not in default under any term and Lessee does hereby waive such right provided (x) Lessee is not in default under any term or provision of this Agreement and (y) the amount of Lessee's recovery thereon shall be limited to the amount of its actual damages.

and copies of all documents, including records of corporate proceedings, which Lessor shall have received all information in connection therewith, such documents where appropriate to be certified by proper corporate or governmental authorities.

(c) The applicable law or the applicable rules or regulations of any governmental or public body or authority shall not prohibit Lessor from acquiring the Equipment and/or leasing same to Lessee.

(f) The additional conditions (if any) set forth in Exhibit A.

6. Lease Term. The term of the Lease of any Equipment shall commence and terminate in the manner provided in Exhibit A; provided, however, (i) the term of the Lease of any Equipment may be earlier terminated in the manner specified in certain other provisions of this Agreement and (ii) the obligations of Lessee hereunder shall commence as of the date hereof.

7. Rent; Net Lease.

(a) Lessee shall pay Lessor rent for the Equipment in the amounts, at the times, in the manner and as otherwise provided in Exhibit A. To the extent legally enforceable, Lessee shall pay Lessor interest at the Premium Rate on any installment of rent the payment of which is more than 15 days overdue.

(b) All payments of rent and other payments to be made by Lessee to Lessor pursuant to this Agreement shall be paid to Lessor in lawful money of the United States in New York Clearing House funds at the place specified in or pursuant to Exhibit A.

(c) Lessee's obligation to make rent payments and to make the other payments pursuant to this Agreement shall be absolute and unconditional and shall not be affected by any circumstance whatsoever, including (without limitation) any (i) set off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the Seller or any other Person for any reason whatsoever; (ii) defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, any Equipment, or any interruption or cessation in the use or possession thereof by Lessee for any reason whatsoever; or (iii) insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee. Each payment of rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Agreement except in accordance with the express terms hereof. If for any reason whatsoever this Agreement shall be terminated in whole or in part by operation of law or otherwise (except as specifically provided herein), Lessee nonetheless agrees to pay to Lessor an amount equal to each rent payment at the time such payment would have become due and payable in accordance with the terms hereof had this Agreement not been terminated in whole or in part.

(d) The lease of Equipment hereunder is a net lease and the rent shall be absolutely net to Lessor, and all costs and expenses and obligations of every kind and nature relating to the Equipment shall be paid by Lessee, except as otherwise expressly provided herein.

8. Title of Lessor: Possession and Use of the Equipment: Subletting, Liens, Assignment, etc. Prohibited.

(a) Title to the Equipment shall at all times remain in Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor.

(b) Lessee shall have no rights, interests or property in the Equipment except the use and quiet enjoyment thereof as Lessee in accordance with the terms and provisions of this Agreement. Unless an Event of Default shall have occurred and be continuing, Lessee may hold, possess and use the Equipment in the ordinary course of the regular business conducted by Lessee.

(c) The Equipment shall be located at the Equipment Location and shall not be removed therefrom without the prior written consent of Lessor.

(d) Without the prior written consent of Lessor, Lessee shall not (i) sublease, part with possession of, or otherwise transfer or dispose of, any Equipment; (ii) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Agreement; or (iii) sell, assign, transfer or otherwise dispose of any of its rights under this Agreement.

(e) Upon the request of Lessor at any time, Lessee, at its own cost and expense, shall cause the Equipment to be legibly marked in a reasonably prominent location with a plate, disk or other marking showing Lessor's ownership of the Equipment.

(f) Lessee shall comply fully with all statutes, ordinances and regulations relating to the use and operation of the Equipment and with all conditions and provisions of any policies of insurance relating to the Equipment and, if such compliance requires changes or additions to be made on or to any Equipment, such changes and additions shall be made by Lessee at its own cost and expense.

(g) Lessee shall (i) cause the Equipment to be used and operated only by personnel authorized by Lessee and (ii) use every reasonable precaution to prevent loss or damage to the Equipment.

9. Improvement and Repair of the Equipment. Lessee shall pay all costs, expenses, fees and charges in connection with the use, operation and maintenance of the Equipment except only those that are included by Lessor in the determination of Acquisition Cost. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all labor, parts and other servicing required for that purpose. Except as required by Section 8 (f), Lessee shall not make any material alterations to any Equipment without the prior written

*So long as Lessee's use and quiet enjoyment of the Equipment is not disturbed by any act of Lessor, and so long as Lessor has not breached the representations set forth in Section 3(a) hereof,

constant of Lessor. All parts, attachments, accessories, equipment and repairs at any time made to or placed upon any Equipment and all replacements for any Equipment shall immediately become the property of Lessor and shall be deemed to be incorporated in the Equipment and subject to the terms and provisions of this Agreement as if originally leased hereunder.

10. Insurance. Lessee shall at all times carry and maintain on the Equipment, at its own cost and expense, insurance in such amounts, against such risks (including, without limitation, public liability insurance for bodily injury and property damage), in such form and with such insurance companies as shall be satisfactory to Lessor from time to time. Lessee shall pay the premiums therefor and deliver to Lessor the original policies of insurance (or other evidence satisfactory to Lessor) of such insurance coverage. The proceeds of insurance payable as a result of loss of or damage to any Equipment shall be applied, in the sole discretion of Lessor, toward either (i) the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged or (ii) payment of the obligations of Lessee hereunder.

11. Taxes, Indemnification and Expenses.

(a) Lessee shall indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including (without limitation) legal fees and expenses, imposed on, incurred by or asserted against Lessor in any way relating to or arising out of this Agreement or any of the Other Agreements or the Equipment including (without limitation) the manufacture, purchase, acceptance or rejection under the Purchase Order, ownership, delivery, possession, use, operation, condition, performance, suitability, durability, quality, adequacy, maintenance, registration, loss, seizure, requisition, confiscation, lease, sale, return or other disposition of any Equipment (including, without limitation, latent and other defects, whether or not discoverable by Seller, Lessor or Lessee, and any claim for patent, trademark or copyright infringement). * (except for any such directly arising out of any acts or omissions on the part of Lessor)

(b) Lessee shall indemnify, protect, save and keep harmless Lessor from and against any and all license and registration fees and all sales, use, personal property, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon) imposed against Lessor, the payment of any moneys due Lessor hereunder, Lessee or any Equipment by any federal, state or local government or taxing authority upon or with respect to any Equipment, or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Agreement or any of the Other Agreements (excluding, however, federal or New York State taxes on, or measured by, the net income of Lessor), unless, and to the extent only, that any such tax, levy, impost, duty, charge or withholding is being contested by Lessee in good faith and by appropriate proceedings so long as such proceedings do not involve any danger of the sale, forfeiture or loss of any Equipment or any interest therein. In case any report or return is required to be made with respect to any obligation of Lessee under this Subsection or arising out of this Subsection, Lessee will either make such report or return in such manner as will show the ownership of the Equipment in Lessor and send a copy of such report or return to Lessor or will notify Lessor of such requirement and make such report or return in such manner as shall be satisfactory to Lessor. Lessee shall have no obligation under this Subsection with respect to any taxes to the extent that the same have been included by Lessor in the determination of Acquisition Cost.

(c) The indemnities contained in this Section shall (i) apply equally to any Equipment not yet delivered hereunder; and (ii) continue in full force and effect notwithstanding the expiration or other termination of this Agreement or any of the Other Agreements. For the purpose of this Section, the term "Lessor" shall include (i) its directors, officers and employees and any agents acting for it or them and (ii) its successors and assigns. In the event that Lessee is required to make any payment under this Section, Lessee shall pay the Person indemnified an amount which, after deduction of all taxes required to be paid by said Person in respect of the receipt thereof under the laws of the United States or of any state or of any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment of the expense indemnified against and of any other such taxes), shall be equal to the amount of such payment. Lessee's obligations under this Section shall be that of primary obligor irrespective of whether the Person indemnified shall also be indemnified with respect to the same or similar matters under any other instrument or agreement by any person and irrespective of any insurance policies which may be in existence with respect to the same.

12. Loss of or Damage to the Equipment.

(a) No loss of or damage to any Equipment shall impair any obligation of Lessee under this Agreement, which shall continue in full force and effect.

(b) In the event of damage of any kind whatsoever to any Equipment (unless the same is determined by Lessor in its sole discretion to be damaged beyond repair), Lessee, at its own cost and expense, shall place the same in good operating order, repair, condition and appearance.

(c) If any Equipment is determined by Lessor in its sole discretion to be lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair, Lessee shall pay Lessor therefor, on the rent installment date for such Equipment next following such determination (or, if such determination occurs after the final rent installment date therefor, then on the expiration of the lease of such Equipment), an amount equal to the Stipulated Loss Value (as hereinafter defined) for such Equipment (computed as of such rent installment date). Upon such payment and upon the payment of any unpaid rent due on or before such rent installment date for such Equipment this Agreement shall terminate with respect to such Equipment, and Lessee thereupon shall become entitled to such Equipment as-is-where-is, without recourse and without representations, warranties or agreements of any kind whatsoever. "Stipulated Loss Value" for any Equipment as of any rent installment date shall mean, when used in this Agreement, an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit C attached hereto opposite such rent installment date.

any such rent installment date is on the date of such sale, then on such date) plus any deficiency between the net proceeds of such sale and the Termination Value for such Equipment (computed as of such rent installment date), together with interest at the Premium Rate on the amount of such deficiency from the date of such sale until the date of actual payment;

(d) Hold, use, operate, lease or keep idle any or all of the Equipment as Lessor in its sole discretion may determine, without any duty to account to Lessee with respect to any such action or inaction or for any proceeds thereof, except that the net proceeds of any such holdings, using, operating or leasing shall be credited by Lessor against any rent accruing after Lessor shall have declared this Agreement to be in default pursuant to this Section; and/or

(e) Rescind this Agreement as to any or all of the Equipment, or exercise any other right or remedy which may be available under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof.

In addition, Lessee shall be liable for the payment of any and all other obligations due hereunder before or after any termination hereof, including, without limitation, all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by reason of the occurrence of any Event of Default and the exercise of Lessor's remedies with respect thereto. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies; except that satisfaction by Lessee of its obligations under Subsections (a) or (c), as the case may be, with respect to any Equipment shall preclude Lessor from thereafter exercising any other remedy provided by such Subsections (a) or (c) with respect to such Equipment. No waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. "Termination Value" for any Equipment as of any rent installment date shall mean, when used in this Agreement, an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit D attached hereto opposite such rent installment date.

20. Notices. Unless otherwise expressly specified or permitted by the provisions hereof, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, addressed (i) if to Lessee, at the address specified in Exhibit A, or at such other address as Lessee shall from time to time designate in writing to Lessor, or (ii) if to Lessor, at 280 Park Avenue, New York, New York 10017 or at such other address as Lessor shall from time to time designate in writing to Lessee. No other method of giving notice is hereby precluded.

21. Assignment by Lessor. This Agreement, title to the Equipment and/or any rents or other sums due or to become due hereunder may be transferred or assigned by Lessor without notice, and in such event Lessor's transferee or assignee shall have all the rights, powers, privileges and remedies of Lessor under this Agreement.

22. Miscellaneous. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. This Agreement constitutes the entire agreement between the parties and no term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Agreement shall constitute an agreement of lease and nothing herein shall be construed as conveying to Lessee any right, title or interest in the Equipment except as a lessee only. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and, subject to Section 8 (d), their assigns. To the extent, if any, that this Agreement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Agreement may be created through the transfer or possession of any counterpart other than the original counterpart hereof (which shall be the counterpart bearing the legend "This is the original counterpart of the within Agreement" together with the certification of an officer of Lessor to such effect on the signature page thereof).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be duly executed as of the date first above written.

LESSOR

BT LEASING Services Inc.

By

COOK INDUSTRIES, INC.

LESSEE

By

Joseph W. McLeary

6 Executive Vice President-Finance

ADDITIONAL TERMS AND CONDITIONS
OF EQUIPMENT LEASE AGREEMENT

The following terms and conditions supplement, and are a part of, the Equipment Lease Agreement (the "Agreement") dated as of May 8, 1975 to which this Exhibit A is attached:

1. Definitions. As used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Defined terms in this Agreement shall include in the singular number the plural and in the plural number the singular.

"(a) 'Equipment' shall mean the following property

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers of Leased</u>
200	Hopper Cars, 100-ton, 4650 cubic feet capacity	CKIX 5001 through 5200

Unless the context otherwise requires, 'Equipment' shall mean the whole of the foregoing property leased to Lessee pursuant to this Agreement. With respect to a particular Acceptance Certificate, 'Equipment' shall mean the property described therein.

(b) 'Acquisition Cost' of any Equipment shall mean an amount equal to the sum of all amounts paid by Lessor in respect of the purchase price of such Equipment including (without limitation) any taxes, duties, expenses of freight and installation and all other expenses required to effect delivery and installation of the Equipment.

(c) 'Final Delivery Date' shall mean the earlier of (i) the last date on which any Equipment is accepted by Lessee or (ii) June 30, 1975.

(d) 'Internal Revenue Code' shall mean the Internal Revenue Code of 1954, as amended.

(e) 'IRS' shall mean the Internal Revenue Service.

(f) 'Interstate Commerce Act' shall mean the Interstate Commerce Act, as amended.

(g) 'ICC' shall mean the Interstate Commerce Commission.

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized cursive 'J' followed by a horizontal line. The second signature is a cursive 'H' followed by a horizontal line.

(h) 'Maximum Acquisition Cost' shall mean \$6,250,000.

(i) 'Person' shall mean and include any person, firm, corporation, association, trust or other enterprise or any governmental or political subdivision, or any agency, department or instrumentality thereof.

(j) 'Premium Rate' shall mean the greater of (i) 12% or (ii) 120% of the prime commercial loan rate in effect at Bankers Trust Company at the time of the computation of the Premium Rate.

(k) 'Purchase Order' shall mean the agreement (together with any modifications thereof or amendments or supplements thereto approved by Lessor) between Cook Industries, Inc. as buyer, and ACF Industries, Inc., as seller, covering the acquisition of the Equipment, a true, correct and complete copy of which has been furnished to Lessor.

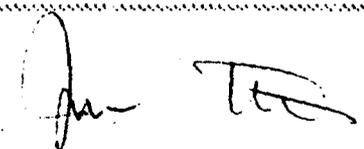
(l) 'Seller' shall mean ACF Industries, Inc.

(m) 'Stipulated Loss Values' for any Equipment as of any rent installment date shall mean an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit G attached hereto opposite such rent installment.

(n) 'Termination Value' for any Equipment as of any rent installment date shall mean an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit D attached hereto opposite such rent installment."

2. Representations and Warranties of Lessee. Section 4 of the Agreement is hereby amended as follows:

(a) Section 4(a) is amended by deleting the following parenthetical which appears in the fourth line: "(wherein the Equipment is located)". This section is further amended by deleting the words "in connection with this Agreement" and inserting the following in lieu thereof: ", and has taken all necessary corporate action (including, without limitation, any consent of stockholders required by law or by the Certificate of Incorporation or By-Laws of Lessee) to authorize the execution and delivery of this Agreement, and each of the Other Agreements, and has obtained any other approval, authorization or consent required by any governmental or public body or authority including (without limitation) the ICC pursuant to Section 20a of the Interstate Commerce Act, in connection therewith,



(b) Sections 4(f), and (g) are deleted in their entirety and the following new Sections are inserted in lieu thereof:

(f) The Equipment is new "Section 38 property" within the meaning of Section 48(b) of the Internal Revenue Code. At the time of the acquisition of the Equipment by Lessor and the acceptance by Lessee under this Agreement, the Equipment will not have been used by any other person and no investment credit, depreciation or other tax benefits under the Internal Revenue Code will have been claimed by any person with respect thereto. The economic useful life of the Equipment will be at least 18 years and at the end of the lease thereof pursuant to this Agreement the Equipment will have a residual value of at least 20% of the Acquisition Cost thereof.

~~3. Conditions Precedent to Lessor's Obligations. Section 5 of the Agreement is hereby amended as follows:~~

~~"(f) If requested by Lessor, Lessee agrees that Lessee shall duly file, record and/or register this Agreement and each Acceptance Certificate in each jurisdiction where permitted or as may be required by law to establish, perfect, protect and preserve the rights, titles, interests, remedies, powers and privileges of Lessor hereunder and thereunder, including (without limitation) the filing thereof for recordation in accordance with the provisions of Section 209 of the Interstate Commerce Act, and Lessor shall receive satisfactory evidence as to any such filing, recording and/or registration."~~

4. Delivery of the Equipment. The Equipment shall be delivered to Lessee on the tracks of the Chesapeake and Ohio Railway Company at Russell, Kentucky.

5. Title of Lessor, Possession and Use of the Equipment. Section 8 of the Agreement is hereby amended as follows:

(a) Sections 8(c) and 8(d) are deleted in their entirety and the following subdivisions inserted in lieu thereof:

"(c) The Equipment shall be used only in the continental United States and the Dominion of Canada, provided, however, that the Equipment shall be used predominantly in the continental United States."

"(d) Without the prior written consent of Lessor, Lessee shall not (i) sublease for a period longer than two years, part with possession of, or otherwise transfer or dispose of, any Equipment, except that Lessee may subject any Equipment to normal interchange agreements, in each case customary in the railroad industry and entered into by Lessee in the ordinary course of its business with railroads, provided that no such agreement contemplates or requires the transfer of title to any such Equipment and the rights of the other parties to such agreement are subject and subordinate to the rights of the Lessor under this Agreement; (ii) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge,

lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Agreement; or (iii) sell, assign, transfer or otherwise dispose of its rights under this Agreement."

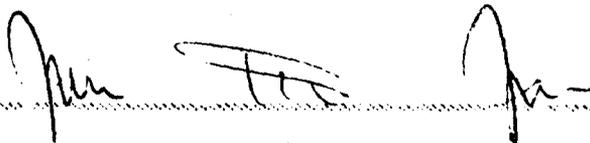
(b) The following Subdivision (h) is added:

"(h) In the event of any sublease by Lessee in accordance with the provisions hereof, Lessee's obligation to pay the rent and other payments to be made by Lessee to Lessor pursuant to this Agreement shall remain absolute and unconditional and all of the terms and conditions of this Agreement, including but not limited to Section 7 hereof shall remain in full force and effect."

6. Lease Term. The interim term ("Interim Term") of the lease for any Equipment shall commence on the earlier of the date on which any payment is made by Lessor in respect of the Acquisition Cost of such Equipment or the date on which such Equipment shall have been accepted by Lessee, as evidenced by the execution and delivery to Lessor by Lessee of an Acceptance Certificate substantially in the form of Exhibit B attached hereto, and shall continue through the Final Delivery Date. The basic term of the lease (the "Basic Term") shall commence on the date next following the Final Delivery Date (the "Commencement Date") and shall continue for fifteen years thereafter.

7. Rent. Lessee shall pay Lessor rent, on a monthly basis, during the Interim Term on any Equipment accepted by Lessee prior to the Final Delivery Date, in an amount equal to .03512% per day of the Acquisition Cost of such Equipment. Lessee shall pay Lessor rent during the Basic Term therefore in thirty consecutive semi-annual payments commencing on the first semi-annual anniversary of the Commencement Date for such Equipment and continuing on each semi-annual anniversary thereafter, each of which semi-annual payments shall be in an amount equal to 6.32095% of the Acquisition Cost of such Equipment.

8. Improvement and Repair of the Equipment. Section 9 of the Agreement is hereby amended by inserting the following new sentence at the end thereof: "Anything contained in this Section to the contrary notwithstanding, lessee shall at all times comply in all respects with all laws of the jurisdiction in which operations involving the Equipment may extend, with the interchange and the other rules of the Association of American Railroads (or any successor thereto) and with all lawful rules and regulations of the Department of Transportation and the ICC and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws, rules or regulations affect the operation, maintenance or use of the Equipment or any additional equipment or appliance thereof; and in the event that such laws, rules or regulations require alteration of the Equipment, lessee will conform therewith, at its own cost and expense, and will maintain the Equipment in proper condition for operation under such laws, rules and regulations."



9. Further Assurances. Section 17 of the Agreement is hereby amended in its entirety to read as follows:

If requested by Lessor,

"17. Filing and Further Assurances. Lessee shall, at its expense, promptly (i) cause this Agreement, each Acceptance Certificate and any amendments or supplements hereto or thereto to be duly filed for recordation with the ICC in accordance with the provisions of Section 20c of the Interstate Commerce Act; (ii) execute, deliver, acknowledge, file, record and register such further documents and assurances and take such further action as may be necessary or advisable or as Lessor may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect Lessor's title to the Equipment and the ownership rights and remedies created or intended to be created in favor of Lessor hereunder; and (iii) furnish, or cause to be furnished, to Lessor certificates or other evidences of such filing, registration and/or recording and an opinion or opinions of counsel for Lessee, in form and substance satisfactory to Lessor, with respect thereto."

10. Loss of or Damage to the Equipment. Section 12 of the Agreement is hereby amended by deleting Sections 12(b) and (c) in their entirety and inserting the following in lieu thereof.

"(b) In the event of damage of any kind whatsoever to any Equipment (unless the same is determined to be damaged beyond repair), Lessee, at its own cost and expense, shall place the same in good operating order, repair and condition."

"(c) If any Equipment is determined to be lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair (such occurrences hereinafter called Casualty Occurrences), during the term of this Agreement, or until such Equipment shall have been returned to the Lessor pursuant to Section 13 hereof, Lessee shall, within 8 days from the date of such determination, notify Lessor with respect thereto. On the rent installment date next succeeding such notice (or in the event such rental payment shall occur within ten days after such notice, on the following rent installment date) the Lessee shall pay to Lessor an amount equal to the sum of the unpaid rent due on or before such rent installment date for such Equipment plus the Stipulated Loss Value (as herein defined) of such Equipment as of such rent installment date. Upon such payment this Agreement shall terminate with respect to such Equipment, and Lessee shall become entitled to such Equipment as-is-where-is, without recourse and without representations or warranties of any kind whatsoever. Anything contained in this paragraph notwithstanding, this Agreement shall continue in full force and effect and Lessee shall continue to perform all its obligations hereunder (including, without limitation, its obligation to pay rent) with respect to such Equipment until such payment shall have been received by Lessor."

11. Surrender of Equipment. Section ¹³ of the Agreement is hereby amended in its entirety to read as follows:

"13 Surrender of Equipment. As soon as practicable on or after the termination or the term of this Lease the Lessee will, at its own cost and expense, at the request of the Lessor, cause each Unit to be transported to such point ^{WITHIN THE CONTINENTAL LIMITS OF THE UNITED STATES} reasonably designated by the Lessor immediately prior to such termination and arrange for the Lessor to store such Unit on any lines of railroad or premises approved by the Lessor for a period not exceeding three months from the date such Unit is first placed in storage pursuant to this Section 13, the assembly, delivery, storage and transporting of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of such Unit, to inspect the same; provided, however, that the Lessee shall not be liable except in the case of negligence of the Lessee or of its employees or agents and except to the extent otherwise provided by law, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembly, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to cause the assembly, delivery, storage and transporting of the Units. Each Unit returned to the Lessor pursuant to this Section 13 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, and (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable. If the Lessor shall elect to abandon any Unit which has suffered a Casualty Occurrence or which, within 90 days after expiration of this Lease, the Lessor shall elect to abandon, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume, and hold the Lessor harmless from, all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice. The Lessor shall execute and deliver to the Lessee a bill of sale (without warranties) transferring to the Lessee, or upon its order, the Lessor's title to and property in any Unit abandoned by it pursuant to the immediately preceding sentence. The Lessee shall have no liability to the Lessor in respect of any Unit abandoned by the Lessor after termination of this Lease; provided, however, that the foregoing clause shall not in any way relieve the Lessee of its obligations pursuant to Section 12 hereof to make payments provided for therein in respect of any Unit experiencing a Casualty Occurrence during the term of this Lease."

~~12. Events of Default. Section 18 of the Agreement is hereby amended as follows:~~

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~~"(e) Any proceeding shall be commenced by or against Lessee for any relief which includes, or might result in, any modification of the obligations of Lessee hereunder under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions, or extensions, and, unless such proceeding shall be dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of Lessee under this Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for Lessee or for its property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier."~~

13. Notices. The address for Lessee referred to in Section 20 of the Agreement is 2185 Democrat Road, Memphis, Tennessee 38116.

14. Additional Sections. The following additional Sections are hereby added to the Agreement:

"23. Purchase Option. Provided that this Agreement has not been earlier terminated and Lessee is not in default hereunder, Lessee shall have the right, at its option and upon giving 180 days prior written notice to Lessor, to purchase all, but not less than all the Equipment, as-is-where-is, at the end of the Basic Term, upon payment to Lessor at the time of such purchase of an amount in cash equal to the "Fair Market Value" as of end of such term. Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

If within two months after the election by Lessee to purchase the Units pursuant to the first paragraph of this Section 23 the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Value of the Units, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the

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Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser shall be borne by the Lessee. ~~xxxxxx~~

"24. Renewal Option. Provided that this Agreement has not been earlier terminated and Lessee is not in default hereunder, Lessee shall have the right, at its option and upon giving 180 days prior written notice to Lessor, to re-lease the Units for a negotiated term and for a negotiated semi-annual rental based upon the then Fair Market Value, as defined in Section 23."

"25. Federal Income Taxes. Lessor, as the owner of the Equipment, shall be entitled to such deductions, credits (other than the investment credit provided by Section 38 thereof) and other benefits as are provided by the Internal Revenue Code to an owner of property, including (without limitation) an allowance for depreciation. As permitted under Section 48(d) of the Internal Revenue Code, Lessor shall elect, in accordance with the regulations under Section 48(d), to treat Lessee as having acquired the Equipment for purposes of the investment credit and Lessee shall consent to such election as to all Equipment which qualifies for such election. Nothing contained in this Agreement shall be construed as a representation by Lessor that the Equipment qualifies for such election or for the investment credit provided by Section 38 of the Internal Revenue Code or as a representation by the Lessee that Equipment qualifies for any deductions credits, or other benefits as are provided by the Internal Revenue Code to an owner of property, including (without limitation) an allowance for depreciation."

"26. Marking of Equipment. On or prior to the delivery to Lessee of each unit of the Equipment, Seller has agreed to cause to be placed on each side of such Unit, in letters not less than one inch in height, the following legend:

BT Leasing Services Inc.
Owner-Lessor

In case during the continuance of this Agreement any of such marks shall at any time be removed, defaced, destroyed or become illegible in whole or in part, Lessee will, at its own cost and expense, immediately cause the same to be restored or replaced. Lessee will cause each Unit of the Equipment to be kept numbered with the identifying number thereof as set forth in each Equipment Lease, and will not permit the number of any such Units to be changed except with the consent of Lessor and in accordance with a statement of new numbers to be substituted therefor, which consent and statement previously shall have been filed with Lessor by Lessee

[Handwritten Signature]

and filed, registered and recorded in all public offices where this Agreement (and/or any Financing Statements relating thereto) shall have been filed, registered and/or recorded. Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership thereof by any person other than Lessor, but Lessee may letter the Equipment with such names or initials or other insignia as are customarily used by Lessee on its cars of the same or similar type for convenience of identification of the right of Lessee to use and operate the Equipment under this Agreement."

"27. Whenever requested by Lessor, but not more than once in each year during the Basic Term, Lessee shall deliver to Lessor a certificate, signed by the President or any Vice President of Lessee, accurately listing and identifying by road numbers each 100-ton hopper car included in the Equipment and describing in particular (i) the number and identification of each hopper car then in actual service, (ii) the number and identification of each hopper car that has been lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair and (iii) the number and identification of each hopper car then undergoing repairs or then withdrawn from use for repairs. Such certificate shall contain such other information regarding the condition and state of repair of the Equipment as Lessor may reasonably request and shall also contain a statement to the effect that Lessee has duly complied with the provisions of Section 8(a) and Section 26."

15. Miscellaneous. Section 22 of the Agreement is amended by deleting the 6th sentence and substituting the following:

"This Agreement shall become effective when signed by Lessee and accepted by Lessor at its offices in the State of New York and this Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance."

Handwritten initials/signature

ACCEPTANCE CERTIFICATE

This has reference to the Equipment Lease Agreement dated of May 3, 1975 between ET Leasing Services Inc. as Lessor, and the undersigned, as Lessee. The terms used herein which are defined in the Agreement shall have the same meanings as are provided therein.

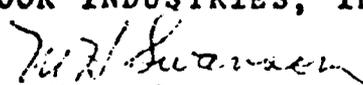
The undersigned hereby certifies that the following Equipment was delivered to and accepted by the Lessee on the date set forth below:

<u>Quantity</u>	<u>Description</u>	<u>Lessee Car Number</u>
200	Covered Hopper Cars	CKIX 5001-5200

The undersigned hereby confirms to Lessor that (i) Lessee hereby makes each of the acknowledgments set forth in Section 2(f) of the Equipment Lease Agreement; and (ii) the Equipment listed herein is free and clear of all claims, mortgages, pledges, liens, security interests, charges and encumbrances of any kind in favor of any Person other than Lessor.

LESSEE:

COOK INDUSTRIES, INC.

By M. H. Swanson  

Title Vice-President Transportation

Dated: May 30, 1975

ACCEPTANCE CERTIFICATE

This has reference to the Equipment Lease Agreement dated as of May 8, 1975 between BT Leasing Services Inc. as Lessor, and the undersigned, as Lessee. The terms used herein which are defined in the Agreement shall have the same meanings as are provided therein.

The undersigned hereby certifies that the following Equipment was delivered to and accepted by the Lessee on the date set forth below:

<u>Quantity</u>	<u>Description</u>	<u>Lessee Car Numbers</u>
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The undersigned hereby confirms to Lessor that (i) Lessee hereby makes each of the acknowledgments set forth in Section 2(f) of the Equipment Lease Agreement; and (ii) the Equipment listed herein is free and clear of all claims, mortgages, pledges, liens, security interests, charges and encumbrances of any kind in favor of any Person other than Lessor.

LESSEE:

COOK INDUSTRIES, INC.

By

Title

Dated: _____, 1975

File

ACCEPTANCE CERTIFICATE

This has reference to the Sublease Agreement dated as of October ____, 1976, between COOK INDUSTRIES, INC., as Sublessor, and the undersigned, as Sublessee. The terms used herein which are defined in the Sublease Agreement shall have the same meanings as are provided therein.

The undersigned hereby certifies that the following one or more Subleased Cars were delivered to, inspected, and accepted by the Sublessee on the date set forth below:

<u>Quantity</u>	<u>Date Accepted</u>	<u>Description</u>	<u>Sublessee Car Numbers</u>
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The undersigned hereby confirms to Sublessor that (i) Sublessee hereby makes each of the acknowledgments set forth in Section 2(f) of the Basic Lease; and (ii) the Subleased Cars listed herein are free and clear of all claims, mortgages, pledges, liens, security interests, charges, and encumbrances of any kind in favor of any Person other than Bankers Trust and/or Sublessor.

William M. Gibbons, Trustee of the Proper
CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY, Debtor

BY: _____

Dated:

Its Trustee _____

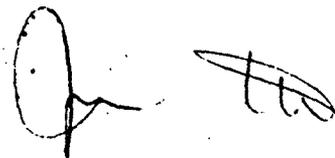
_____, 1976

SCHEDULE OF SUBLEASED CARS

<u>Description</u>	<u>Car Numbers</u>	<u>Car Numbers</u>
Hopper Cars, 100-ton	CKIX 5090	CKIX 5177
	5091	5178
4650 cubic feet capacity	5092	5180
	5093	5186
	5094	5187
	5097	5189
	5099	5194
<u>Car Numbers</u>	5100	5198
CKIX 5001	5101	5199
5002	5105	
5006	5108	
5007	5110	
5008	5111	
5011	5115	
5012	5116	
5018	5119	
5021	5120	
5023	5121	
5024	5122	
5026	5123	
5027	5124	
5031	5125	
5033	5127	
5034	5129	
5035	5130	
5036	5133	
5037	5135	
5039	5136	
5041	5137	
5045	5138	
5046	5140	
5047	5141	
5048	5142	
5049	5145	
5053	5147	
5054	5149	
5055	5151	
5057	5153	
5058	5157	
5064	5159	
5065	5160	
5066	5162	
5068	5164	
5074	5166	
5079	5170	
5084	5172	
5088	5173	
5089	5174	
	5175	
	5176	

TERMINATION VALUES

<u>Rent Installment Date</u>	<u>Percent of Equipment Cost</u>	<u>Rent Installment Date</u>	<u>Percent of Equipment Cost</u>
1	99.67	16	77.38
2	100.05	17	73.97
3	100.14	18	70.32
4	99.93	19	66.47
5	99.46	20	62.41
6	98.71	21	58.16
7	97.71	22	53.71
8	96.44	23	49.13
9	94.91	24	44.39
10	93.13	25	39.50
11	91.11	26	34.44
12	88.83	27	29.23
13	86.32	28	23.83
14	83.57	29	18.28
15	80.60	30 and thereafter	12.50



STIPULATED LOSS VALUES

<u>Rent Installment Date</u>	<u>Percent Equipment Cost</u>	<u>Rent Installment Date</u>	<u>Percent of Equipment Cost</u>
1	99.78	16	79.37
2	100.29	17	76.07
3	100.51	18	72.54
4	100.43	19	68.82
5	100.09	20	64.88
6	99.47	21	60.75
7	98.59	22	56.42
8	97.44	23	51.97
9	96.04	24	47.34
10	94.38	25	42.59
11	92.48	26	37.65
12	90.33	27	32.57
13	87.94	28	27.30
14	85.31	29	21.88
15	82.46	30 and thereafter	16.25

J. T. C.