

RECORDATION NO. 5717-B Filed 1425

SEP 25 1978 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

THE ROCK



September 18, 1978

RE: EQUIPMENT LEASE AGREEMENT DATED MAY 6, 1970.
LEASE ASSIGNMENT AGREEMENT DATED AS OF JULY 1, 1978,
BETWEEN WILLIAM M. GIBBONS, TRUSTEE OF CHICAGO,
ROCK ISLAND AND PACIFIC RAILROAD COMPANY, UNITED
STATES OF AMERICA, AND GREYHOUND LEASING & FINANCIAL
CORPORATION. RECORDED AS DOCUMENT NO. 5717-A

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 ~~seven~~ ^{SIX} executed counterparts of Lease Assignment Agreement
dated as of July 1, 1978, which is a supplement to
the above Lease.

A general description of the railroad rolling stock
covered by the Assignment is freight cars bearing
RI or ROCK numbers as set forth in Exhibit B hereto.

The undersigned is an executive officer of William M.
Gibbons, Trustee of Chicago, Rock Island and Pacific
Railroad Company mentioned in the enclosed documents
and has knowledge of the matters set forth therein.

Please return six executed counterparts of the Assignment
with the recording information stamped thereon to
me by mail at 332 South Michigan Avenue, Chicago,
Illinois 60604.

Also enclosed is a check payable to the Interstate
Commerce Commission covering the required \$10 recordation
fee.

WILLIAM M. GIBBONS, TRUSTEE OF
CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

By *O. L. Houts*
O. L. Houts
General Solicitor

Date 9/25/78
Fee \$ 10
ICE Washington, D. C.

OLH:dln
Enclosures

*Carlyle Houts
Gen. S. Houts*

Interstate Commerce Commission
Washington, D.C. 20423

9/28/78

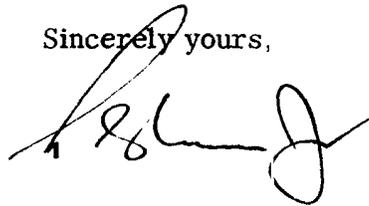
OFFICE OF THE SECRETARY

O.H.Houts
General Solicitor
Chicago, Rock Island & Pacific RR Co.
332 South Michigan Avenue
Chicago, Illinois 60604

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 **9/25/78** at **12:30pm**, and assigned recordation number(s) **See Attached Nos.**

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

2866-f
3275-2A
3382.FF
3382 ff
3466 B
3813-f
3935-D
3999-F

4390-F

4959-B

5240-f

5296-B

5648-J

5717-B

6480-B

6283-C

6421-B

6479-B

6646-A

7302-c
7303-c
7304-D
7305-c
7306-F
7307-f
7308-c
7309-D
7310-f
7311-M
7312-c
7895-D
8018-D
8026-A
8122-D

LEASE ASSIGNMENT AGREEMENT

LEASE ASSIGNMENT AGREEMENT (hereinafter called "Lease Assignment") dated as of July 1 , 1978, among William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company (such trustee in his capacity as trustee, together with his successors or assigns, being hereinafter called "Trustee"), the United States of America ("United States"), represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration or his designee ("Administrator"), and Greyhound Leasing & Financial Corporation ("Lessor").

WHEREAS, Lessor's predecessor and Chicago, Rock Island and Pacific Railroad Company, a Delaware corporation ("Rock Island"), have previously entered into an Equipment Lease Agreement dated as of May 6, 1970 (the "Lease"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 15 , 19 70 and assigned Recordation No. 5717-A; and

WHEREAS, Rock Island filed with the United States District Court for the Northern District of Illinois, Eastern Division (the "Reorganization Court"), a petition for reorganization pursuant to Section 77 of the Bankruptcy Act on March 17, 1975; and

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INTERSTATE COMMERCE COMMISSION

WHEREAS, pursuant to Order No. 9 entered on April 25, 1975 by the Reorganization Court, Trustee assumed and affirmed the Lease on April 25, 1975; and

WHEREAS, United States and Trustee intend to enter into a financing agreement ("Financing Agreement") by which the Secretary will guarantee certain obligations of Trustee with respect to certain leased railroad equipment being rehabilitated by Trustee (the "Leased Equipment") which is a part of the railroad equipment described and identified in Exhibit A to Exhibit A hereof; and

WHEREAS, in order to secure the payment of the obligations contained in the Financing Agreement, execution and delivery of this Lease Assignment has been made a condition precedent to execution of the Financing Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Trustee hereby assigns to United States the entire leasehold interest in the Leased Equipment described in Exhibit B attached hereto and made a part hereof.

2. The term of this Lease Assignment shall commence forthwith and shall continue as to each item of Leased Equipment until the Lease or the Financing Agreement is terminated, whichever occurs first.

3. Except as provided in paragraphs 5, 6, 7 and 8 hereof, this Lease Assignment is subject to all of the terms and conditions of the Lease. Trustee shall duly and punctually perform, when due, all of the agreements and obligations under or pursuant to the Lease. This Lease Assignment shall not release Trustee from any of these obligations under the Lease.

4. So long as Trustee shall have the right to possession of the Leased Equipment in accordance with the Lease and the Financing Agreement, he shall be entitled, as against United States, to manage, operate, use, enjoy and be suffered and permitted to remain in the actual and undisturbed possession of the Leased Equipment, to receive, take and use all rents, incomes, issues, tolls, profits and proceeds thereof and to exercise any renewal or purchase options.

5. If an event of default shall occur under the Lease of which Lessor has actual knowledge, the Lessor shall promptly notify the Administrator in writing of such event; then the Administrator shall at the Administrator's sole option be entitled to and shall succeed to all the right, title and interest of the leasehold interest in any of such Leased Equipment, described in Exhibit B, as the Administrator may designate in writing to the Lessor not more than sixty days after notice of such event of default given by the Lessor, and by such designation the Administrator shall assume the Lease obligations, relative to any such Leased Equipment, accruing subsequent to receipt by the Administrator of such notice given by the Lessor. Notwithstanding the Administrator's right to possession and assumption set forth in paragraph 6 hereof, if the Administrator fails to assume the Lease obligations within sixty days after receiving Lessor's notice of an event of default, the Lessor shall be free to exercise any and all of its remedies under the Lease. In addition, during the aforesaid sixty day period the Lessor shall have the right to exercise all its rights under the Lease, including, but not limited to, the right to require the Trustee to

accumulate, assemble and store the Leased Equipment in the manner specified in the Lease, except that the Lessor shall take no action that would impair the rights of the Administrator hereunder.

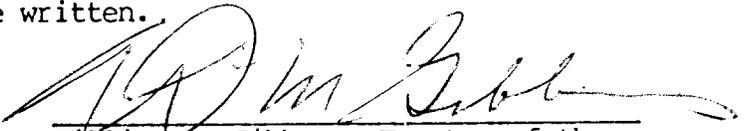
6. If an event of default (other than a default under the Lease) shall occur under the Financing Agreement and notice of such event shall have been furnished to the Lessor, then the Administrator shall at the Administrator's sole option be entitled to and shall succeed to all the right, title and interest of the leasehold interest in any of such Leased Equipment, described in Exhibit B, as the Administrator may designate in writing to the Lessor not more than sixty days after notice of such event of default to the Lessor, and by such designation the Administrator shall assume the Lease obligations, relative to any such Leased Equipment, accruing subsequent to the date of such notice.

7. The Administrator's right to possession and use of any equipment under this Lease Assignment shall not be affected by any rights (including rights protected under Section 77(j) of the Bankruptcy Act) which the Lessor might have by virtue of a default by the Trustee on any of the Trustee's obligations under the Lease, and the Administrator (or the Administrator's approved sublessees) shall have the right to possess and use or to continue to possess and use such equipment provided all obligations, including but not limited to maintenance obligations and the obligation to make lease payments (prorated for the actual number of cars that the Administrator possesses) under the Lease (with respect to equipment which the Administrator possesses) are fully satisfied as they become due.

8. Notwithstanding any terms or conditions of the Lease, the Administrator shall have the right to sublease such equipment as the Administrator takes possession of pursuant to paragraphs 5 and 6 hereof so long as the ultimate use of the equipment is by a railroad company operating in interstate or intrastate commerce within the United States, provided the Administrator remains fully liable to the Lessor under the Lease.

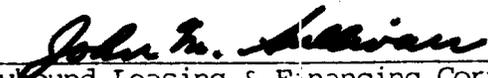
9. This Lease Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and this Lease Assignment may not be modified unless such modification is consented to by the Administrator in writing.

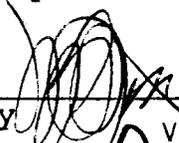
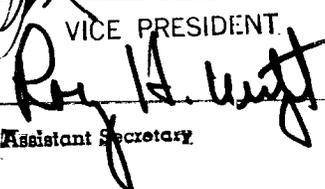
IN WITNESS WHEREOF, Trustee, United States and Lessor, pursuant to proper authority, have caused these presents to be signed in their respective names and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.



William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company

United States of America
by the
Secretary of Transportation
Acting through
The Administrator of the
Federal Railroad Administration


Greyhound Leasing & Financing Corporation

By  VICE PRESIDENT

Assistant Secretary

elh

RET

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 15 day of Sept., 1978, before me personally appeared William M. Gibbons, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, says that he is the Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, and he acknowledged that he executed said instrument as his free act and deed.

John M. Durio
Notary Public

(SEAL)

My Commission Expires:

Oct. 26, 1981

DISTRICT OF)
COLUMBIA) SS.

I, Ray Boyle, a notary public in and for the District of Columbia, DO HEREBY CERTIFY that John M. Sullivan, personally known to me to be the Administrator of the Federal Railroad Administration, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Administrator, appeared before me this day in person, and, being by me duly sworn, said and acknowledged that he is the Administrator of the Federal Railroad Administration, that he signed, affixed thereto the seal and delivered said instrument as Administrator of the Federal Railroad Administration on behalf of the United States of America, pursuant to authority given by the Secretary of Transportation (49 CFR 1.49(u)) as his free and voluntary act, and as a free and voluntary act and deed of the Secretary of Transportation and the United States of America, for the use and purposes therein set forth, and that the seal affixed to said instrument is the seal of the Federal Railroad Administration.

GIVEN under my hand and notarial seal this 21ST day of Sept., A.D., 1978.

Ray Boyle
Notary Public

(SEAL)

My Commission Expires: My Commission Expires May 1, 1982

STATE OF Arizona)
COUNTY OF Maricopa) SS.

On this 5th day of September, 1978, before me personally appeared M.G. Roth and R.H. Wetzel, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT and
Assistant Secretary of Greyhound Leasing & Financial Corporation

that one of the seals 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 its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Stephanie J. Mang
Notary Public

(SEAL)

My Commission Expires: **My Commission Expires May 3, 1981**

E. J. ...

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT, hereinafter referred to as "Agreement", by and between GREYHOUND LEASING & FINANCIAL CORPORATION, a California Corporation, hereinafter referred to as "Lessor", and Chicago, Rock Island & Pacific Railroad Company of 139 West Van Buren Street, Chicago, Illinois hereinafter referred to as "Lessee".

WITNESSETH:

1. LEASING: In consideration of the covenants herein contained, Lessor agrees to lease to Lessee and Lessee agrees to hire from Lessor such unit or units of equipment, hereinafter referred to as "Unit", described in the Equipment Lease Schedule or Schedules, hereinafter referred to as "Schedule", to be attached hereto and to become a part hereof as same are executed from time to time by the parties hereto.

II. TERM, RENT AND PAYMENT: (a) The lease of and rent for each Unit shall commence on the day specified in the Schedule pertaining thereto and shall continue for the period specified as the "term" in said Schedule. If any such term be extended, the word 'term' or 'period', as used in this Agreement, shall be deemed to refer to the extended term, and all provisions of this Agreement shall apply during and until the expiration of said extended period, except as may be otherwise specifically provided in this Agreement or in any subsequent written agreement of the parties.

(b) The rental for each Unit shall be in the amount set forth in the Schedule and shall be payable in advance at the times set forth in said Schedule. As additional rental, Lessee shall pay and discharge, when due, all license fees, assessments and sales, use, property and other tax or taxes (except taxes on net income) now or hereafter imposed by any State, Federal or local government upon any Unit or payments hereunder, whether the same be payable by or billed or assessed to Lessor or to Lessee, together with any penalties or interest in connection therewith; however, if under local law or custom Lessee may not make any such payments Lessee will promptly notify Lessor and Lessee shall reimburse Lessor on demand for all payments thereof made by Lessor. If any such license, assessment or tax is, by law, to be assessed or billed to Lessor, Lessee at its expense will do any and all things required to be done by Lessor in connection with the levy, assessment, billing or payment thereof and is hereby authorized by Lessor to act for and on behalf of Lessor in any and all such respects including, but not limited to, the contest or protest, in good faith, of the validity or the amount thereof; Lessee will cause all billings of such governmental obligations of Lessor to be made to it in care of Lessee and will from time to time, on request of Lessor, submit written evidence of the payment of all such governmental obligations. In the event any rental is not paid on or before the due date, such arrearage may, at the election of Lessor, be subject to the maximum legal rate of interest permitted by applicable law, or eight per cent (8%) per annum, whichever is less.

(c) Rent shall be paid to the Lessor at its office at 10 South Riverside Plaza, Chicago, Illinois, or as otherwise directed, and shall not be pro-rated for any cause or reason except as herein specifically provided.

III. DEPOSIT: No security deposit is required.

IV. REPORTS: (a) Upon demand Lessee will advise Lessor where each Unit is located and permit Lessor to examine each Unit.

(b) Without demand Lessee will (1) immediately notify Lessor of each accident arising out of the alleged or apparent improper manufacturing, functioning or operation of any Unit, the time, place and nature of the accident and damage, the names and addresses of parties involved, persons injured, witnesses and owners of property damaged and such other information as may be known, and promptly advise Lessor of all correspondence, papers, notices and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to improper manufacturing, operation or functioning of any Unit or charging Lessor with liability, and together with Lessee's employees, aid in the investigation and defense of all such claims and shall aid in the recovery of damages from third persons liable therefor; and (2) notify Lessor in writing, within ten (10) days after any day on which any tax lien shall attach to any Unit, of the location of such Unit, on such day; and (3) notify Lessor forthwith in writing of the location of any Unit moved by Lessee from the place where delivered to Lessee or from the location specified in this Agreement or any Schedule or supplemental agreement subsequently executed.

(c) Lessee will, as soon after the close of each fiscal year of Lessee as practicable, furnish to Lessor in duplicate copies of Lessee's most recent financial reports, including Lessee's most recent annual report and/or balance sheet and profit and loss statement, certified to by either a recognized firm of Certified Public Accountants or by the chief fiscal officer of the Lessee. Interim statements, so certified, will be furnished as requested by Lessor.

V. SERVICE: (a) Lessee will pay for and provide all electric power, oil, gasoline and lubricants consumed by and required for each Unit, and all repairs, parts and supplies necessary therefor.

(b) Lessee will at its sole expense at all times during the term of this Agreement maintain each Unit in good operating order, repair, condition, and appearance and keep the same protected from the elements, except during use in the normally contemplated manner. Lessee shall show the ownership of Lessor by plainly marking, either by paint or by a metal plate, on each side of each Unit, in letters not less than 5/8" in size, such paint or plates to be such as to be readily visible and to contain the words "Greyhound Leasing & Financial Corporation, Lessor." In the event during the continuance of this Agreement, any of such plates or paint shall at any time be removed or obliterated or become for any reason illegible, Lessee shall immediately cause the same to be restored, replaced or repainted.

(c) Lessee will not, without the prior written consent of Lessor, affix or install any accessory, equipment, or device on any Unit leased hereunder if such addition will impair the originally intended function or use of any such Unit. All repairs, parts, supplies, accessories, equipment and devices furnished or affixed to any Unit shall thereupon become the property of Lessor (except such as may be removed without in any wise affecting or impairing the originally intended function or use of such unit). Further, Lessee will not, without the prior written consent of Lessor and subject to such conditions as Lessor may impose for its protection, affix or install any Unit leased hereunder to or in any other personal property or to or in any real property.

(d) Lessee acknowledges and agrees (1) that each Unit is of a size, design, capacity and manufacture selected by Lessee (2) that Lessee is satisfied

that the same is suitable for its purposes, (3) that Lessor is not a manufacturer thereof nor a dealer in property of such kind, and (4) that Lessor has not made, and does not hereby make, any representation or warranty or covenant with respect to the merchantability, condition, quality, durability or suitability of any such Unit in any respect or in connection with or for the purposes and uses of Lessee, or any other representation or warranty or covenant of any kind or character, express or implied, with respect thereto. Lessee agrees that Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature caused, directly or indirectly, by any Unit or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto, or any delay in providing or failure to provide any thereof, or any interruption or loss of service or use thereof, or any loss of business, or any damage whatsoever and howsoever caused.

(e) Lessor hereby assigns to Lessee, for and during the term of this Agreement, any applicable factory warranty, express or implied, issued on or applicable to each new Unit, and hereby authorizes Lessee during the term of this Agreement to obtain the customary service furnished in connection therewith by the manufacturer at Lessee's expense.

VI. USE AND OPERATION: (a) Lessee will at all times comply in all respects with all laws of the jurisdictions in which its operations involving the Units may extend and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over any Unit, to the extent that such laws and rules affect the operation or use of any Unit, and in the event that such laws require alteration of any Unit Lessee will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the property or rights of Lessor hereunder. Lessee will not permit any Unit to become subject to any lien, charge or encumbrance whatsoever other than any thereof incurred by Lessor and liens for taxes or assessments which shall not at such time have become delinquent.

(b) Lessee shall be entitled to use each and every Unit upon the lines of railroad owned or operated by Lessee (whether alone or jointly with another) or by any corporation a majority of the capital stock of which Lessee shall own directly or indirectly, or upon lines over which Lessee or any such corporation shall have trackage or other operating rights, and Lessee shall also be entitled to permit the use of any Unit upon connecting and other railroads in the usual interchange of traffic and upon connecting railroads and other railroads over which through service may from time to time be afforded.

(c) Lessee shall not, without the written consent of Lessor first had and obtained, assign or transfer this Agreement, or transfer any Unit; and Lessee shall not, without such written consent, except as provided in subparagraph (b) of this paragraph VI, part with the possession of, or suffer or allow to pass out of its possession or control, any Unit. An assignment or transfer to a railroad company or other purchaser which shall acquire all

or substantially all the lines of railroad of Lessee, and which by execution of an appropriate instrument satisfactory to Lessor, shall assume and agree to perform each and all of the obligations and covenants of Lessee hereunder, shall not be deemed a breach of this covenant.

(d) Lessee assumes all risks and liability for each Unit leased hereunder and for the use, operation and storage thereof, and for injuries or deaths of persons and damage to property, howsoever arising from or incident to such use, operation or storage, whether such injury or death to persons be of agents or employees of Lessee or of third parties, and such damage to property be of Lessee or of others. Lessee will save and hold Lessor harmless from all losses, damages, claims, penalties, liabilities, and expenses, including attorneys' fees, howsoever arising or incurred because of or incident to any Unit or the use, operation or storage or alleged use, operation or storage thereof.

VII. INSURANCE: Lessee hereby agrees to be self-insured during the term of this Agreement.

VIII. DAMAGE TO EQUIPMENT: Lessee assumes all risks of loss, theft or destruction of, and damage to, each Unit, and will hold Lessor harmless from any thereof and from all claims and liens for storage, labor and materials incurred by Lessee in connection with each Unit. Should a Unit be damaged so as to preclude its use for the purpose intended by reason of any cause for which Lessor shall be indemnified pursuant to any collectible insurance specified in the Schedule pertaining to such Unit and should Lessor have made a full insurance recovery with respect thereto in an amount not less than the "Stipulated Loss Value" specified in the Schedule pertaining to such Unit, this Agreement shall terminate as to such Unit; provided, however, that upon mutual agreement of Lessor and Lessee the proceeds of such insurance recovery may be applied to the repair or replacement of such Unit. Should a Unit be damaged so as to preclude its use for the purpose intended by reason of any cause for which Lessor shall be only partially indemnified pursuant to any collectible insurance specified in the Schedule pertaining to such Unit and should Lessor have made an insurance recovery with respect thereto in an amount which is less than the "Stipulated Loss Value" specified in the Schedule pertaining to such Unit and should such Unit be capable of repair, Lessee will repair or replace the same at its cost and the proceeds of the insurance recovery shall be applied to the cost of such repair or replacement. Should a Unit be damaged by reason of any cause against which no insurance is required under the Schedule pertaining to such Unit or against which Lessor shall have no indemnification for any other reason and should such Unit be capable of repair, such damage shall not annul or terminate this Agreement as to such Unit and Lessee will repair such damage or replace such Unit at its cost. Should a Unit be damaged beyond repair or be lost, stolen, or wholly destroyed by reason of any cause for which Lessor shall not be fully indemnified pursuant to any insurance specified in the Schedule pertaining to such Unit, then this Agreement shall cease and terminate as to such Unit and Lessee shall pay Lessor the "Stipulated Loss Value" specified in the Schedule pertaining to such Unit, less the amount of any insurance recovery received by Lessor.

IX. RETURN OF EQUIPMENT: Lessee agrees, by the acceptance of each Unit, that such Unit is in good operating order, repair, condition and appearance. At this expiration or sooner termination of the term pertaining thereto, Lessee

will return each Unit to Lessor free of all advertising or insignia placed thereon by Lessee and in the same operating order, repair, condition and appearance as when received, excepting only for reasonable wear and tear and damage by any cause covered by collectible insurance specified in the Schedule pertaining thereto, and will pay for any repairs necessary to restore such Unit to its original condition, except as aforesaid. Lessee will return each Unit to Lessor in the same city in which Lessee first received the same or, if Lessor shall so request, Lessee will load the same at its expense on board such carrier as Lessor shall specify and ship the same freight collect as directed by Lessor.

X. DEFAULT: (a) Should Lessee default in payment of any sum to be paid hereunder, or fail to perform at the time and in the manner herein specified any term or covenant in this Agreement or any Schedule or supplement hereto, and such default continue for ten (10) days after receipt by Lessee of written notice of such default, or should Lessee commit an act of bankruptcy or be the subject of any proceeding under the Bankruptcy Act (provided, however, that if the same is an involuntary proceeding which is stayed or removed within (30) days from the date of commencement the same shall not constitute default) or become insolvent (that is, unable to pay its debts as they fall due), or should any substantial part of Lessee's property be subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, Lessor, at its option, may (1) proceed by appropriate court action or actions either at law or in equity to enforce performance by Lessee of the applicable covenants and terms of this Agreement or to recover from Lessee, any and all damages or expenses including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Agreement or on account of Lessor's enforcement of its remedies hereunder, (2) terminate Lessee's rights under this Agreement and (3) take possession of all of the equipment leased hereunder (damages occasioned by such taking of possession are hereby expressly waived by the Lessee), and thereupon Lessee's right to the possession thereof shall terminate. In the event of any such repossession, Lessor shall either (i) lease the Units or any portion thereof for such period and rental, and to such persons as Lessor shall elect or (ii) sell the Units or any portion thereof at public or private sale and without demand or notice of intention to sell or of sale or presence of the same at the place of sale. If any Unit is sold, leased or otherwise disposed of pursuant to this Paragraph X(a) Lessee shall be liable to Lessor for and Lessor may recover from Lessee, as liquidated damages for the breach of this Agreement, but not as a penalty, and as reasonable rent for the use of such Unit and for the depreciation thereof, the amount by which the proceeds of such lease, sale or other disposition, less expense of retaking,, storage, repairing and lease, sale or other disposition, and reasonable attorneys' fees incurred by Lessor is less than the sum of (i) all due and unpaid rent for such Unit, (ii) the "Stipulated Loss Value" as of the date of repossession by Lessor, (iii) an amount equal to accrued taxes, and other amounts payable hereunder by Lessee with respect to such Unit, (iv) all costs, expenses, losses and damages incurred or sustained by Lessor by reason of such default, and (v) interest at the legal rate on each of the foregoing and on all sums not paid when due under any provision of this Agreement. If on the date of such termination or repossession any Unit be damaged, lost,

stolen or destroyed, or be subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, Lessee shall also remain liable for the "Stipulated Loss Value" pertaining to such Unit, less the amount of any insurance recovery received by Lessor in connection therewith.

(b) No right or remedy conferred upon or reserved to Lessor by this Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies of Lessor conferred upon Lessor by this Agreement or by law shall be cumulative and in addition to every other right and remedy available to Lessor.

(c) In the event of any default, Lessee will pay to Lessor a reasonable sum as and for attorneys' fees, such costs and expenses as shall have been expended or incurred by Lessor in the enforcement of any right or privilege hereunder, and interest at the legal rate on each of the foregoing and on all sums not paid when due under any provision of this Agreement.

(d) Should Lessor be in default hereof as to any one Unit, Lessee may not because of such default terminate the lease of any other Unit leased hereunder.

XI. ASSIGNMENT BY LESSOR: Lessee acknowledges and understands that the terms and conditions of this Agreement have been fixed by the Lessor in anticipation of its being able to assign its interest under this Agreement and in and to the Units leased hereunder to a bank or other lending institution or to others having an interest in the leased Units or this transaction, all or some of which will rely upon and be entitled to the benefit of the provisions of this paragraph; and Lessee agrees with Lessor and with such bank or other lending institution and/or such other party (for whose benefit this covenant is expressly made) and in consideration of the provisions hereof, as follows: (1) to recognize any such assignment, (2) to accept the directions or demands of such assignee in place of those of the Lessor, (3) to surrender any leased property only to such assignee, (4) to pay all rent payable hereunder and to do any and all things required of Lessee hereunder and not to terminate this Agreement, notwithstanding any default by Lessor or the existence of any offset as between Lessor and Lessee or the existence of any other liability or obligation of any kind or character on the part of Lessor to Lessee whether or not arising hereunder, and (5) not to require any assignee of this Agreement to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Agreement, all rights of Lessee in any such connection aforesaid being hereby waived as to any and all of such assignees. However, nothing hereinbefore contained shall relieve Lessor from its obligation to Lessee hereunder.

XII. QUIET POSSESSION: Lessor covenants that it is the lawful owner of the Units leased hereunder and that conditioned upon the Lessee performing the conditions hereof, Lessee shall peaceably and quietly hold, possess and use such units during the term of this lease. Lessor covenants that it will not give a mortgage or mortgages securing an amount exceeding the cost of such units and that annual payments for amortization will not exceed the annual rent payable by the Lessee. In the event that the Lessor shall default in the payment of either principal or interest of any indebtedness secured by any mortgage or mortgages which constitute a first mortgage lien on any such unit, Lessee shall have the right and privilege to pay the amount so in default, and the amount so paid by the Lessee shall, at its option, be credited against rentals due or thereafter becoming due.

XIII. MISCELLANEOUS: Nothing herein contained shall give or convey to Lessee any right, title or interest in and to any Unit leased hereunder except as a Lessee. The obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances (including strikes and lockouts), war, Acts of God, fires, storms, accidents, governmental regulations or interference or any cause whatever beyond its control. No obligation of Lessor hereunder shall survive the term of the lease of any Unit or sooner termination of this lease, and should Lessor permit the use of any Unit beyond the term specified therefor, the obligations of Lessee hereunder shall continue and such permissive use shall not be construed as a renewal of the term thereof not as a waiver of any right or continuation of any obligation of Lessor hereunder, and Lessor may take possession of any such Unit at any time upon demand after thirty (30) days' notice. Any cancellation or termination by Lessor, pursuant to the provisions hereof, of this Agreement, any Schedule, supplement or amendment hereto or the lease of any Unit hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, subject to paragraph VI hereof. The execution of this Agreement will be survived by the terms and conditions of that certain commitment letter dated April 10, 1970 and the letter amendments to that commitment letter dated April 14, and April 15. Time is of the essence of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the 6th day of MAY, 1970.

Chicago, Rock Island & Pacific
Railroad Company, LESSEE

GREYHOUND LEASING & FINANCIAL
CORPORATION, LESSOR

By [Signature]
SENIOR VICE PRESIDENT
(Seal)

By [Signature]
Vice President
(Seal)

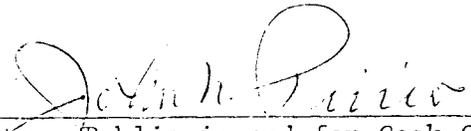
By [Signature]
Secretary

By [Signature]
Assistant Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, John N. Pinio, a Notary Public in and for Cook County, Illinois, do hereby certify that William J. Dixon, personally known to me to be the SENIOR VICE PRESIDENT of Chicago, Rock Island & Pacific Railroad Company, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date, in person and acknowledged that as such SENIOR VICE PRESIDENT, he signed and delivered the said instrument as SENIOR VICE PRESIDENT of said corporation and caused the corporate seal of said corporation to be affixed thereto, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of , 1970.



Notary Public in and for Cook County,
Illinois.

(Seal)

My commission expires

OCT 26 1973

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Rosemarie Knotowski, a Notary Public in and for Cook County, Illinois, do hereby certify that Hugh J. Zick, personally known to me to be the Vice President of Greyhound Leasing & Financial Corporation, a California corporation, and Martin G. Roth, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date, in person and severally acknowledged they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of MAY , 1970.

Rosemarie Knotowski

Notary Public in and for Cook County,
Illinois

(SEAL)

My commission expires
September 16, 1972

GREYHOUND LEASING & FINANCIAL CORPORATION

10 SOUTH RIVERSIDE PLAZA
CHICAGO, ILLINOIS 60606

SCHEDULE NO. 1

1. DESCRIPTION OF EQUIPMENT: EQUIPMENT LEASE SCHEDULE

(1) GLFC No. 3-1336 thru 3-1351
(2) Description see schedule of Equipment attached hereto

2. SITUATE: Continental United States

3. TERM: 15 YEAR MONTHS COMMENCING September 22, 1970

4. RENT:
A. Total Rent..... \$ 6,601,273.20

B. Deposit..... \$ None

C. RENT: Payable semi-annually in advance.

1st Year \$ <u>221,142.46 semi-annually</u>	9th Year \$ <u>221,142.46 semi-annually</u>
2nd Year \$ <u>221,142.46 semi-annually</u>	10th Year \$ <u>221,142.46 semi-annually</u>
3rd Year \$ <u>221,142.46 semi-annually</u>	11th Year \$ <u>221,142.46 semi-annually</u>
4th Year \$ <u>221,142.46 semi-annually</u>	12th Year \$ <u>221,142.46 semi-annually</u>
5th Year \$ <u>221,142.46 semi-annually</u>	13th Year \$ <u>221,142.46 semi-annually</u>
6th Year \$ <u>221,142.46 semi-annually</u>	14th Year \$ <u>221,142.46 semi-annually</u>
7th Year \$ <u>221,142.46 semi-annually</u>	15th Year \$ <u>221,142.46 semi-annually</u>
8th Year \$ <u>221,142.46 semi-annually</u>	Thereafter \$ _____

5. RENEWAL OPTION: Lessee may renew lease on a year to year basis upon expiration of the term as specified in Item 3 above at an annual rental of \$_____ payable in advance.

6. INSURANCE: Not insured

7. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph VIII of Equipment Lease Agreement for leased equipment lost, stolen, destroyed or damaged beyond repair during each year of the term:

1st \$ <u>1,751,203.00</u>	5th \$ <u>1,751,203.00</u>	9th \$ <u>1,751,203.00</u>	13th \$ <u>1,751,203.00</u>
2nd \$ <u>1,751,203.00</u>	6th \$ <u>1,751,203.00</u>	10th \$ <u>1,751,203.00</u>	14th \$ <u>1,751,203.00</u>
3rd \$ <u>1,751,203.00</u>	7th \$ <u>1,751,203.00</u>	11th \$ <u>1,751,203.00</u>	15th \$ <u>1,751,203.00</u>
4th \$ <u>1,751,203.00</u>	8th \$ <u>1,751,203.00</u>	12th \$ <u>1,751,203.00</u>	Thereafter \$ <u>1,751,203.00</u>

8. SPECIAL CONDITIONS: None

APPROVED AND AGREED TO this 27th day of September, 1970, as a schedule to and part of Equipment Lease Agreement dated the _____ day of _____, 19____.

Chicago Rock Island & Pacific Railroad

LESSEE

By: [Signature] President TITLE

(Seal) By: [Signature] Secretary TITLE

GREYHOUND LEASING & FINANCIAL CORPORATION,

LESSOR

By: [Signature] President TITLE

(Seal) By: [Signature] Secretary TITLE

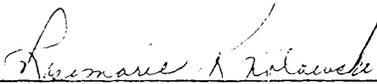
GLFC
Designation
No.DescriptionAmount8-1806
thru
8-2027222- Pullman Standard 100 ton 4427
C.F.C PS-2 CD covered hopper cars
numbered. R.I. 131516 to 131521
both incl. 131523, 131524, and 131536
to 131749 both inclusive

3,358,500.36

8-2028
thru
8-205528- 100 ton 4427 C.F.C. PS-2
C.D. covered hopper cars numbered
RI 131500 to 131515 both incl.,
131522 and 131525 to 131535 both
inclusive422,782.64
3,781,283.00Handwritten signature and initials, possibly 'RW' and 'EPM', located in the lower right quadrant of the page.

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

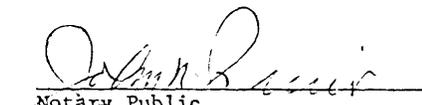
On this 22nd day of September, 1970, before me personally appeared Richard L. Walters, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of Greyhound Leasing & Financial Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires My Commission Expires Sept. 16, 1972

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 22nd day of September, 1970, before me personally appeared WILLIAM J. DIXON, to me personally known, who being by me duly sworn, says that he is PRESIDENT of Chicago Rock Island & Pacific Railroad Company, that one of the seals 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 its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires

My Commission Expires Sept. 16, 1973

E. L. Hill

7/01/78

JOB C51120 ROCK ISLAND RAILROAD
LIST OF CARS TO BE REHABILITATED WITH FUNDS
PROVIDED BY SECTION 511, 4 R ACT LOAN

PAGE 14

INIT	NUMBER	CAR TYPE	O/L	LESSOR	TALLY
RI	131501	CHP-JU	L	D23	
RI	131513	CHP-JU	L	D23	
RI	131534	CHP-JU	L	D23	
RI	131540	CHP-JU	L	D23	
RI	131545	CHP-JU	L	D23	
RI	131557	CHP-JU	L	D23	
RI	131572	CHP-JU	L	D23	
RI	131591	CHP-JU	L	D23	
RI	131601	CHP-JU	L	D23	
RI	131603	CHP-JU	L	D23	
RI	131619	CHP-JU	L	D23	
RI	131642	CHP-JU	L	D23	
RI	131679	CHP-JU	L	D23	
RI	131687	CHP-JU	L	D23	
RI	131693	CHP-JU	L	D23	
RI	131694	CHP-JU	L	D23	
RI	131708	CHP-JU	L	D23	
RI	131719	CHP-JU	L	D23	
RI	131729	CHP-JU	L	D23	
TYPE TOTAL					19
LESSOR TOTAL				<i>RET</i>	19