

RECORDATION NO.

6745 - C

Filed & Recorded

SEP 22 1972 - 10 40 AM

**SUBLEASE**

THIS AGREEMENT dated as of August 15, 1972 between ST. LOUIS REFRIGERATOR CAR COMPANY, an unincorporated common law trust (hereinafter called the Company) and MANUFACTURERS RAILWAY COMPANY, a Missouri corporation (hereinafter called Manufacturers).

WHEREAS, the Company and Bankers Trust Company, as Trustee (hereinafter, together with its successors and assigns, called the Lessor), have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the leasing by the Lessor to the Company, as Lessee, of the units of railroad equipment described therein (hereinafter called the Units);

WHEREAS, the Company and Lessor have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement), with FRUIT GROWERS EXPRESS COMPANY (hereinafter called Fruit Growers);

WHEREAS, Fruit Growers has agreed to manufacture, sell and deliver to Lessor the Units;

WHEREAS, Fruit Growers has assigned its interest in the Conditional Sale Agreement to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (hereinafter, together with its successors and assigns, called the Vendor);

WHEREAS, the Company desires to make available to Manufacturers for Manufacturer's use the Units which the Company is leasing pursuant to the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter set forth, it is agreed between the parties hereto that:

1. The Company agrees to lease to Manufacturers, and Manufacturers agrees to lease from the Company, the Units more particularly described in Schedule A hereto. The lease term for any Unit shall commence on the date of the delivery of the Unit by the Company to Manufacturers and shall end on the date fifteen (15) years after the

commencement date of the base term of the Unit as such term is defined in Section 1 of the Lease.

Notwithstanding anything to the contrary contained herein, all rights of Manufacturers under this Agreement in and to the Units are subject and subordinate to all the terms and conditions of the Lease and the Conditional Sale Agreement including, without limitation, in either instance, the Lessor's remedies under the Lease and Vendor's remedies under the Conditional Sale Agreement. If an Event of Default shall occur under the Lease or the Conditional Sale Agreement, the Lessor or the Vendor, as the case may be, may terminate this Agreement even if Manufacturers is not so in default under this Agreement. It is expressly agreed that anything herein contained to the contrary notwithstanding, the Company shall at all times remain liable to the Lessor and Vendor to perform all of its duties and obligations with respect to the Units to the same extent as if this Agreement had not been executed and the Lessor and Vendor shall have no obligation or liability with respect to the Units by reason of, or arising out of, this Agreement.

2. Manufacturers shall keep each Unit numbered with the identifying number indicated in Schedule A hereto and shall keep each side of each such Unit marked and identified in accordance with Section 4 of the Lease and Article 8 of the Conditional Sale Agreement.

3. Manufacturers agrees (a) to operate the Units in accordance with and subject to the Association of American Railroads Code of Car Hire Rules and in accordance with the provisions of Sections 5, 13 and 18 of the Lease, (b) to pay to the Company as rental for the Units an amount equal to the car hire earnings received by Manufacturers from said operation of the Units and (c) to insure the Units in accordance with the provisions of Section 11 of the Lease.

4. Manufacturers shall maintain, and make available to the Company upon request, an accurate record of car hire earnings of the Units and shall pay to the Company each month an amount equal to the car hire earnings of the Units during the preceding month.

5. Manufacturers agrees that the Units covered by this Agreement will be assigned exclusively by Manufacturers to the service of Anheuser-Busch, Incorporated, except that any Units not required for such service, as mutually agreed upon by the parties hereto, will be operated by Manufacturers in other railroad service.

6. The Company shall at its expense keep and maintain the Units in proper order, repair and working condition and shall reimburse Manufacturers for any and all repair charges paid by Manufacturers to other parties under the provisions of the Association of American Railroads Code of Interchange Rules.

7. In the event any of the Units are damaged or destroyed, either on Manufacturers' line or lines of others, Manufacturers will make settlement with the Company in accordance with the provisions of the Association of American Railroads Code of Interchange Rules.

8. No liability shall attach to the Company for any injury, damage or loss of any kind in connection with the use of the Units, and Manufacturers agrees to hold the Company harmless from and against any claims or payment which the Company may be required to pay as a result thereof.

9. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, and shall remain in full force and effect with regard to each of the Units for the term hereof as defined in paragraph 1 hereof, and for any extensions that may be mutually agreed upon by the parties hereto.

ST. LOUIS REFRIGERATOR CAR COMPANY

By *R. W. Schmidt*.....  
*President*

Witness:

*John E. Heyward*  
*Secretary*

MANUFACTURERS RAILWAY COMPANY

By *J. M. Slaughter*.....  
*Vice President*

[CORPORATE SEAL]

Attest:

*E. R. Harris*.....  
*Assistant Secretary*

**SCHEDULE A**

<u>Quantity</u>	<u>Description</u>	<u>Sublessee's Road Numbers (inclusive)*</u>
250	60' 100 Ton Standard Gauge RBL Cars	MRS 2000-2249

\* to be assigned to Units

STATE OF MISSOURI, }  
 COUNTY OF ST. LOUIS } ss.:

On this ~~11<sup>th</sup>~~ day of September, 1972, before me personally appeared R. W. Schmidt, to me personally known, who, being by me duly sworn, says that he is the President of ST. LOUIS REFRIGERATOR CAR COMPANY, that said instrument was signed on behalf of said company by authority of its Board of Trustees, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

...*Eldon W. Harris*...  
 Notary Public

[NOTARIAL SEAL]

My Commission expires 11/13/75

STATE OF MISSOURI, }  
 COUNTY OF ST. LOUIS } ss.:

On this ~~11<sup>th</sup>~~ day of September, 1972, before me personally appeared *W. M. DAUGHTREY*, to me personally known, who, being by me duly sworn, says that he is a Vice President of MANUFACTURERS RAILWAY COMPANY, 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 its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

...*Eldon W. Harris*...  
 Notary Public

[NOTARIAL SEAL]

My Commission expires 11/13/75