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INTERSTATE COMMERCE COMMISSION

RAILROAD EQUIPMENT LEASE

BETWEEN

AMEXCAR CORP.

AND

LOUISIANA MIDLAND RAILWAY COMPANY

GUARANTEED BY

TRANS-ACTION ASSOCIATES, INC.

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RAILROAD EQUIPMENT LEASE

THIS RAILROAD EQUIPMENT LEASE, dated as of June 16, 1975, between: AMEXCAR CORP., a Delaware corporation (hereinafter referred to as "Lessor"); Louisiana Midland Railway Company, a Louisiana corporation (hereinafter referred to as "Lessee"); and Trans-Action Associates, Inc., an Illinois corporation (hereinafter referred to as "Guarantor").

W I T N E S S E T H:

In consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the parties hereto covenant and agree as follows:

1. Procurement and Delivery of Cars. Lessor has procured and is in the process of modifying twenty-three 40' box type railroad cars (hereinafter referred to collectively as "Cars" and separately as "Car"), which are more fully described in Appendix A, B & C, attached hereto. Lessor shall lease said Cars to Lessee on a net-net basis, and Lessee shall hire the Cars from Lessor subject to the terms and conditions hereinafter set forth.

Lessor will cause the Cars to be delivered for acceptance on the tracks of the Lessee in Louisiana. Lessor shall use its best efforts to deliver the Cars at said location commencing on September 15, 1975 or such later date as may be mutually agreed upon by Lessor and Lessee. Lessor shall not, however, be liable to Lessee for any failure or delay in making delivery thereof due to cause or causes beyond Lessor's control. Lessee shall arrange to have present at the place of delivery of the Cars an authorized representative to accept delivery of each Car. Lessee will then inspect each Car, and if the Car tendered for delivery conforms to the applicable specifications set forth in Appendix A, B & C, and is suitable for interchange service, as that term is defined by the Association of American Railroads and the Interstate Commerce Commission, Lessee will accept delivery thereof and execute and deliver to Lessor a Certificate of Acceptance, substantially in the form of Appendix D attached hereto.

Lessee's execution and delivery to Lessor of the Certificate of Acceptance with respect to each Car shall conclusively establish that each Car, when accepted, is acceptable to and accepted by Lessee under this Lease, notwithstanding any defect with respect to design, manufacture, condition, or in any

other respect, and that each Car, when accepted, is in good order and condition and appears to conform to the specifications applicable thereto and to all applicable Interstate Commerce Commission requirements and specifications, if any. Lessor represents that it has no knowledge of any such defect.

2. Rentals. Lessee agrees to pay to Lessor, in advance, as fixed rent for each Car the sum of \$110.00 per month. The first of said rental obligations shall accrue from the date of delivery and acceptance of the Car at the pro rata rate per day covering the number of days to the end of the month. All subsequent rental payments shall be made for each Car on the first day of each succeeding month. The last payment of rental shall cover the number of days from the first day of the final month to the termination date of this Lease at the pro rata rate.

This Lease is a net-net lease and the Lessee shall not be entitled to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise, nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any defect in or damage to or loss or destruction of all or any of the Cars from whatsoever cause, the taking or requisitioning of the Cars by condemnation or otherwise, the lawful prohibition of Lessee's use of the Cars, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amount payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to paragraph 11 hereof, or until pursuant to paragraph 13 hereof, each Car is placed and ready for delivery to Lessor on Lessee's lines.

3. Term of the Lease and Renewal Option. The term of this Lease shall begin on the date on which the first Car is de-

livered to Lessee pursuant to paragraph 1 hereof and shall continue for a period of ten years after the date of the delivery of the last Car pursuant to paragraph 1 hereof. Lessee shall have the option to renew the Lease under the same terms and conditions as provided for in this Lease for a period of between one and five years at the fixed rent per month which is equal to the fair market value for the Cars for railroad interchange service. The exact length of said period is to be unilaterally determined by Lessee. If Lessee desires to exercise this renewal option, it shall, at least ninety days before the expiration of the term of this Lease, give Lessor written notice of its election to so renew and state therein the length of time, between one and five years, of the renewal.

4. Title to the Equipment. The Lessor shall and hereby does retain full legal title to the Cars notwithstanding the delivery thereof to and the possession and use thereof by Lessee.

At all times during the continuance of this Lease, the Lessee will cause each Car to be kept numbered with the applicable indentifying road numbers as set forth in Appendix A, B & C hereof which shall not be changed without the prior written consent of the Lessor. In case of such a change, the new number shall be set forth in a supplement to this Lease which supplement shall be executed by the Lessor, and the Lessee, and the Lessee shall file or record such supplement in the same manner as this Lease is filed or recorded pursuant to paragraph 18 hereof.

Before the delivery to the Lessee of each Car under this Lease, the Lessor has caused the Cars to be plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in a contrasting color, upon each side of each Car, the following legend in letters not less than one inch (1") in height:

"THIS CAR IS LEASED BY THE LOUISIANA MIDLAND
RAILWAY COMPANY PURSUANT TO A LEASE AND SECURITY
INTEREST RECORDED WITH THE I.C.C."

In case, during the continuance of this Lease, any such marking shall at any time be defaced or destroyed on any Car, the Lessee shall immediately cause the same to be restored or replaced. The Lessee shall not allow the name of any person, association or corporation other than the Lessor, but, for the convenience of identification the Cars may be lettered with the name, initials or other insignia customarily used by Lessee, or its affiliates, on equipment of the same or similar type. Lessee shall indemnify the Lessor against any liability, loss or expense incurred by

Lessor as a result of the aforesaid marking of the Cars with the name, initials or signia.

5. Disclaimer of Warranty as to Fitness or Merchantability of Cars. The Lessor makes no warranty or representation, either express or implied, as to the fitness or merchantability of the Cars, it being agreed that all such risks, as between the Lessor and the Lessee are to be borne by the Lessee.

6. Indemnification Clause. From and after the date hereof until the termination of this Lease, the possession, use, operation and maintenance of the Cars shall be at the sole risk and expense of the Lessee. Lessee shall indemnify and save harmless the Lessor and Guarantor from and against: (a) any and all loss or damage of or to the Cars, usual wear and tear excepted, and (b) any claim, cause of action, damages or liability (including counsel fees and expenses in connection therewith) which the Lessor may incur in any manner by reason of its ownership of, or which may arise in any manner out of, or as a result of, the use or operation of any Car, or by reason of its condition (whether defects are latent, patent or discernible by Lessee), or as a result of claims for patent infringement regardless of whether such claims are made during or subsequent to termination.

7. Rules, Laws and Regulations. Lessee shall comply with all applicable state, federal and local laws, regulations, requirements and rules, including those with respect to the registration, licensing, use, maintenance and operation of the Cars.

8. Use and Maintenance of Cars. The Lessee shall use the Cars only in the manner for which they were designed and intended and so as to subject them only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep the Cars in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange. The Lessee shall not modify any Car without the written authority and approval of the Lessor which shall not be unreasonably withheld. Any and all replacements of parts and modifications of the Cars shall constitute accessions thereto and shall be subject to all of the terms and conditions of the Lease as though part of the original Car delivered hereunder.

9. Liens on the Cars. The Lessee shall pay or satisfy and discharge any and all sums claimed by, through, or under the Lessee and its successors or assigns which, if unpaid, might become a lien or a charge upon the Cars, and any liens or charges which may be levied against or imposed upon any Car as a result of the failure of the Lessee to perform or observe any of its

covenants or agreements under this Lease; but the Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Cars. Lessee's obligations under this paragraph 9 shall survive termination of this Lease.

10. Filing; Payment of Fees and Taxes. Prior to commencement of the term hereof, Lessee will, at its sole expense, cause this Lease, any assignment of monies due and to become due hereunder and any chattel mortgage or other security agreement covering the Cars to be duly filed, registered or recorded in conformity with Section 20c of the Interstate Commerce Act, or other applicable statutory authority, and/or in such other place or places within or without the United States as Lessor may reasonably request for the protection of its title and will furnish Lessor proof thereof. Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments required by law or reasonably requested by Lessor, for the purpose of protecting title to the Cars to the satisfaction of Lessor's counsel or for the purpose of carrying out the intention of this Lease and, in connection with any such action, will deliver to Lessor proof of such filings and an opinion of Lessee's counsel that such action has been properly taken. Lessee will pay all costs, charges and expenses incident to any such filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of any such action.

Lessee, or Lessor at Lessee's expense, shall pay and discharge when due all license and registration fees, assessments, sales, use, property taxes, gross receipt taxes arising out of receipts from use or operation of Cars and other taxes (excluding any tax on or measured by rent payable hereunder or Lessor net income therefrom; provided, however, Lessee agrees to pay any such tax on or measured by rents payable hereunder or the net income therefrom which is in substitution for, or relieves Lessee from, a tax on the Cars which Lessee would otherwise be obligated to pay under the provisions of this paragraph 10), together with any penalties or interest thereon, imposed by any state, federal or local government upon any Car and whether or not the same shall be assessed against or in the name of Lessor or Lessee, provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Cars, however, Lessee shall reimburse Lessor for any damages or expense resulting from such failure to pay or discharge.

11. Payment for Casualty Occurrence of Equipment Unserviceable for Use. In the event that any Car shall be or become lost, stolen, destroyed, irreparably damaged, obsolete or economically unserviceable for use from any cause whatsoever, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise (any such occurrence, except for any requisition which by its terms does not exceed the remaining term of the term of this Lease, being hereinafter called a "Casualty Occurrence") during the term of this Lease, the Lessee shall promptly (after it has knowledge of such Casualty Occurrence) and fully inform the Lessor in regard thereto and Lessee shall thereupon pay Lessor a sum equal to the Casualty Value (as hereinafter defined) of such Car on the next succeeding rental payment date and upon making (and not until) such payment in respect of any Car or Cars, the rental for such Car or Cars shall cease to accrue as of such rental payment date and the Lessee shall be entitled to the salvage of such Car or Cars.

The Casualty Value of each Car shall be as fixed by the then prevailing Code of Rules Governing the Condition of, and Repairs to, Freight and Passenger Cars for the Interchange of Traffic, promulgated by the Association of American Railroads, and said Code of Rules shall establish the rights, obligations and liabilities of Lessor, Lessee, and any railroad subscribing to such Code of Rules and moving the Cars over its lines in respect of all matters to which said Code of Rules relate. In the event that any Car is lost, damaged or destroyed while on the tracks of Lessee, or any private track, such repairs, renewals or replacements as may be necessary to replace the Car or to place it in good order and repair shall be at the sole cost and expense of Lessee. Lessor and Lessee agree to cooperate with and to assist each other in any reasonable manner requested, but without affecting their respective obligations under this paragraph, to establish proper claims against parties responsible for loss or destruction of or damage to the Cars.

The Lessee shall bear the risk of and, except as hereinabove in this paragraph 11 provided, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Car after the date hereof.

In the event that during the term of this Lease the use of any Car be requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for a period which does not exceed the remaining term of this Lease, Lessee's duty to pay rent shall continue for the duration of such requisitioning or taking. Lessor shall retain for its own account all sums payable by such governmental authority as compensation for requisition or taking of possession in excess of such portion of those sums as equals the rent paid for that period, if any, and shall remit the balance to Lessee.

12. Annual Reports. Within four months of the end of Lessee's fiscal year, commencing with the year 1975, Lessee will furnish to the Lessor or its assigns an accurate statement (a) showing the amount, description and numbers of the Cars then leased hereunder, the amount, description and numbers of all Cars that may have suffered a Casualty Occurrence during the preceding twelve (12) months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Cars as Lessor may reasonably request, and (b) stating that, in the case of all Cars repainted during the period covered by such statement, the markings required by paragraph 4 hereof shall have been preserved or replaced, and that the name of no person, association or corporation appearing on any Car may be interpreted as indicating a claim of ownership thereof by any such person, association or corporation except as contemplated pursuant to this Lease.

At its sole cost and expense, the Lessor or its assigns or by its authorized representative shall have the right to inspect the Cars and the Lessee's records with respect thereto, at such times as shall be reasonably necessary for efficient administration of this Lease.

13. Return of Cars Upon Expiration of Term. Within thirty days of the expiration of the Term of this Lease with respect to any Car, the Lessee will, at its own cost and expense, at the request of Lessor, deliver possession of such Car to the Lessor at such place as Lessor may direct on the tracks of the Lessee, and Lessee will store each such Car for a period not exceeding six (6) months. During any such storage period, the Lessee will permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Car, to inspect the same. The assembling, storage and transporting of the Cars 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 Lessee requiring specific performance of the covenants of Lessee to so assemble, deliver, store and transport the Cars.

14. Default. If, during the continuance of this Lease, one or more of the following events (hereinafter sometimes called Events of Default) shall occur:

(a) Default shall be made in the payment of any part of the rental provided in paragraph 2 hereof and such default shall continue for ten (10) calendar days;

(b) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Cars, or any portion thereof, and shall fail or refuse to cause such assignment or transfer to be canceled by agreement of all parties having any interest therein and to recover possession of said Cars within ten (10) calendar days after written notice from Lessor to Lessee demanding such cancellation and recovery of possession;

(c) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for ten (10) calendar days after written notice from Lessor to Lessee, specifying the default and demanding the same to be remedied; then, in any such case, the Lessor, at its option, may to the extent not prohibited by mandatory requirements of law in force and applicable thereto:

(i) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(ii) by notice in writing to the Lessee, terminate this Lease whereupon all right of the Lessee to the use of the Cars shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Cars be and take possession of all Cars or any Car and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Cars for any purpose whatever. In such event, Lessor shall have the usual and customary duty of taking reasonable steps to mitigate its losses resulting from such default.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to

the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any off-set against the rental payments due hereunder, and agrees to make the rental payments regardless of any off-set or claim which may be asserted by Lessee or on its behalf in connection with the Lease of the Cars.

The failure of Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

15. Return of Cars Upon Default. If the Lessor shall terminate this Lease pursuant to paragraph 14 hereof, the Lessee shall forthwith deliver possession of the Cars to the Lessor. For the purpose of delivering possession of any Car to the Lessor as above required, Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(a) Forthwith place such Car in such storage place as the Lessor may designate or, in the absence of such designation, as the Lessee may select; and

(b) Permit the Lessor to store such Car in such reasonable storage place on the Lessee's line of railroad for a period not exceeding six (6) months at the risk of the Lessee.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this paragraph 15, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Car to Lessor, to demand and take possession of such Car in the name and on behalf of Lessee from whosoever shall be at the time in possession of such Car.

16. Assignment, Possession and Use. This lease shall be assignable in whole or in part by Lessor without the consent of Lessee, but Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. Upon notice being given Lessee hereunder, the rights of such assignee to such payments as may be assigned, together with any other rights hereunder which can be and are so assigned, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Lessor under this Lease or otherwise.

This Lease shall be assignable by the Lessee to the Columbus and Greenville Railway Company, a Mississippi corporation (hereinafter referred to as "Sublessee") in accordance with the terms of the Assignment of Lease, a copy of which is attached hereto as Appendix E, and said assignment shall be effective upon delivery in accordance with paragraph 20 hereof to the Lessor of a fully executed

copy of said Lease Assignment. Notwithstanding anything to the contrary herein contained, the delivery of a fully executed copy of the Lease Assignment shall in no manner relieve the Lessee or Guarantor of any of its obligations under this Lease and shall obligate the Sublessee to the terms and conditions of this contract on the same basis that the Lessee is obligated to the terms and conditions of this Lease.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Cars in accordance with the terms of this Lease; but, without the prior written consent of the Lessor, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in the Cars. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Cars, except in the ordinary course of business of the Lessee, including interchange and subleasing and except to the extent permitted by the provisions of the next succeeding paragraph hereof. No assignment, sublease or interchange entered into by Lessee hereunder shall relieve Lessee of any liability or obligations hereunder.

Nothing in this paragraph 16 shall be deemed to restrict the right of Lessee to assign or transfer its leasehold interest under this Lease in the Cars or possession of the Cars to any corporation (which shall have duly assumed the obligations hereunder of Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of Lessee as an entirety or substantially as an entirety.

17. Opinions of Counsels of Lessee and Guarantor. Concurrently with the execution and delivery of this Lease, Lessee will upon written request of Lessor deliver to Lessor the written opinion of counsel for Lessee, in scope and substance satisfactory to Lessor, to the effect that:

(a) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana;

(b) Lessee has the corporate or other power and authority to own its property and carry on its business as now being conducted and is duly qualified to do business as a foreign corporation in all states in which such qualification is necessary;

(c) this Lease has been duly authorized, executed, and delivered by Lessee and constitutes the legal, valid and binding obligations of Lessee, enforceable in accordance with its terms;

(d) registration with, approval of, filing with, or any other action by or with any federal, state or other governmental commission (including, without limitation, the Interstate Commerce Commission) is not required in connection with execution and delivery of the Lease; or, if so required, such registration has been made, such approval given, such filing made, or other appropriate action taken;

(e) the execution and delivery by Lessee of the Lease does not violate any provision of any law, any order of any court or governmental agency, the Certificate of Incorporation or Bylaws of the Lessee, or any indenture, agreement, or other instrument to which Lessee is a party or by which it, or any of its property, is bound, and will not be in conflict with, result in the breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement, or other instrument, or result in the creation of imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Lessee, except as contemplated and permitted hereby; and

(f) as to any other matters which Lessor shall reasonably request.

Concurrently with the execution and delivery of this Lease, at the written request of the Lessor, the Guarantor will deliver to the Lessor the written opinion of counsel for the Guarantor, in scope and substance satisfactory to Lessor, to the effect that:

(a) Guarantor is a corporation duly organized validly existing in good standing under the laws of the State of Illinois;

(b) this Lease has been duly authorized, executed, and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms; and

(c) Guarantor has the corporate or other power and authority to enter into its guarantee provided for in this Lease.

18. Recording; Expenses. The Lessee will, at its expense, from time to time do and perform any act and will execute, acknowledge, deliver, file, register, record and deposit (and will re-file, re-register, re-record and re-deposit whenever required) by law or reasonably requested by Lessor, for the purpose of proper protection, to the satisfaction of the Lessor, of its title to the Cars or for the purpose of carrying out the intention of this Lease.

The Lessor shall have the right, at any time during the term of this Lease, to appoint a bank or trust company selected by it to act as agent or trustee for it hereunder.

19. Interest on Overdue Rentals and Amounts Paid by Lessor. Anything to the contrary herein notwithstanding, any nonpayment of rentals due hereunder, or amounts expended by Lessor on behalf of Lessee, shall result in the obligation on the part of Lessee to pay also an amount equal to ten per cent (10%) (or the lawful rate, whichever is less) of the overdue rentals and amounts expended for that period of time from 60 days after which they are overdue or expended until payment is made.

20. Notices. Any notice and/or payment required or permitted to be given by any party hereto to another party hereto shall be deemed to have been given when deposited in the United States certified mails, first-class postage prepaid, addressed as follows:

If to the Lessor: Amexcar Corp.
Suite 1202
105 West Madison Street
Chicago, Illinois 60602

If to the Guarantor: Trans-Action Associates, Inc.
2317 West Jefferson
Joliet, Illinois 60435

If to the Lessee: Louisiana Midland Railway Company
P.O. Box 110
Jena, Louisiana 71342

or at such other address as either party shall hereafter furnish to the other parties in writing.

21. Guarantee. The Guarantor guarantees to the Lessor, absolutely and unconditionally at all times any payments due from Lessee or Sublessee to Lessor which in any manner result by or from the operation of this Lease regardless of Lessee's or Sublessee's ability or willingness to pay and Guarantor waives notice of any default by Lessee or Sublessee. It is understood that there are no conditions or limitations to this Guarantee except those written hereon at the date hereof.

22. Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

23. Law Governing. This Lease shall be construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

IN WITNESS WHEREOF, the parties hereto have executed this this Lease by their respective duly authorized officers and

their corporate seals to be hereto affixed as of the day and year first above written.

(SEAL)

ATTEST:

By /s/ E. John Hicks Jr.
Its Secretary

AMEXCAR CORPORATION
(Lessor)

By /s/ Thomas D. Hicks
Thomas D. Hicks, President

(SEAL)

ATTEST:

By /s/ Jeanne E. Burroughs
Its Secretary

LOUISIANA MIDLAND RAILWAY
COMPANY
(Lessee)

By /s/ Craig E. Burroughs
Craig E. Burroughs, President

(SEAL)

ATTEST:

By /s/ Jeanne E. Burroughs
Its Secretary

TRANS-ACTION ASSOCIATES, INC.
(Guarantor)

By /s/ Craig E. Burroughs
Craig E. Burroughs, President

A C K N O W L E D G M E N T S

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 7th day of July , 1975, before me personally appeared Thomas D. Hicks, to me personally known, who being by me duly sworn, says that he is the President of Amexcar Corp., 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.

/s/ Bernice T. Gregor

Notary Public

[NOTARIAL SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 7th day of July , 1975, before me personally appeared Craig E. Burroughs, to me personally known, who being by me duly sworn, says that he is the President of Trans-Action Associates, Inc., 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.

/s/ Bernice T. Gregor

Notary Public

[NOTARIAL SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 7th day of July , 1975, before me personally appeared Craig E. Burroughs, to me personally known who being by me duly sworn, says that he is the President of Louisiana Midland Railway 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.

/s/ Bernice T. Gregor

Notary Public

[NOTARIAL SEAL]

Cars Presently Numbered LOAM 4000 Through 4014

Basic Specifications

Type	- Box car
Capacity	- 110,000 lbs.
Inside length	- 40' 6-1/16"
Inside width	- 9' 2-1/16"
Outside length	- 40' 8/14"
Outside width	- 9' 9-5/8"
Cubic capacity	- 3893 feet

Cars Formerly Owned by Escanaba and Lake Superior
Railroad Company and Formerly Numbered
ELS 8000, 8004, 8008, 8012, 8014, 8016, 8018
And Presently Numbered LOAM 4015 Through 4021

Basic Specifications

Type	- Box car
Capacity	- 110,000 lbs.
Inside length	- 40' 6"
Inside width	- 9' 2"
Outside length	- 41' 10"
Outside width	- 9' 5"
Cubic capacity	- 3898 feet

Car Presently Numbered LOAM 1776

Basic Specifications

Type	- Box car
Doors	- Double
Inside length	- Approximately 40'

CERTIFICATE OF ACCEPTANCE

I, duly appointed inspector and authorized representative of the Louisiana Midland Railway Company (hereafter "Lessee") for the purposes of the agreement dated as of June 16, 1975, between Amexcar Corp., as Lessor, and Lessee, do hereby certify that I have inspected, received, approved and accepted delivery, on behalf of Lessee and under said Agreement, of the following Cars:

TYPE OF CAR: 40' box type car
 PLACE ACCEPTED: , Louisiana
 DATE ACCEPTED:
 NUMBER OF CARS:
 NUMBERED: LOAM

I do hereby certify that the foregoing Cars appear to be in good order and condition, and appear to conform to the specifications applicable thereto.

The execution of this certificate will in no way relieve or decrease the responsibility of the manufacturer or subsequent owner of the Cars for any warrants it has made, express or implied, with respect to the Cars.

Inspector and Authorized
 Representative of Louisiana
 Midland Railway Company

ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE dated as of _____, 1975 (hereinafter called this "Assignment") by and between the Louisiana Midland Railway Company, a Louisiana corporation ("Lessee") and the Columbus and Greenville Railway Company, a Mississippi corporation ("Sublessee").

WHEREAS Amexcar Corp., a Delaware corporation ("Lessor") and the Lessee have entered into a lease of railroad equipment dated as of June 16, 1975 (the "Lease") which provides for the leasing by the Lessor to the Lessee of twenty-three 40' box type railroad cars (hereinafter referred to collectively as "Cars");

WHEREAS the performance of the obligations of the Lessee under the terms of the Lease are guaranteed by Trans-Action Associates, Inc., an Illinois corporation (the "Guarantor"); and

WHEREAS the Sublessor is desirous of leasing the Cars on the same terms and conditions as they are presently leased by the Lessee;

NOW, THEREFORE in consideration of the premises and the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Lessee hereby assigns, transfers and sets over unto the Sublessee all of the Lessee's rights, title and interest, powers and privileges and other benefits under the Lease, and Sublessee hereby assumes all the obligations of the Lessee under the Lease including the obligations to pay rent.
2. The execution and delivery of this Assignment shall not in any way affect or modify the liability of the Guarantor and the Lessee under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Guarantor and the Lessee to the Lessor shall be and remain enforceable by the Lessor, its successors and assigns, against the Guarantor and the Lessee.
3. The Sublessee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Lessee.

4. The Sublessee will, from time to time do and perform any other act and will execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by the Lessor in order to confirm or further assure the interests of the Lessor in the Lease and the Cars leased thereunder.
5. This Assignment shall be governed by the laws of the State of Mississippi, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

LOUISIANA MIDLAND RAILWAY COMPANY
(Lessee)

by.....
Craig E. Burroughs, President

[CORPORATE SEAL]

Attest:

.....

COLUMBUS AND GREENVILLE RAILWAY
COMPANY
(Sublessee)

by.....
President

[CORPORATE SEAL]

Attest:

.....

AMEXCAR CORP.
(Lessor)

by.....
Thomas D. Hicks, President

[CORPORATE SEAL]

Attest:

.....

State of Illinois)
) SS.
County of Cook)

On this day of , 1975, before me personally appeared Thomas D. Hicks, to me personally known, who, being by me duly sworn, says that he is the President of Amexcar Corp., that one of the seals affixed to the foregoing instrument is the corporate seal of the 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

[NOTARIAL SEAL]

State of Illinois)
) SS.
County of Will)

On this day of , 1975, before me personally appeared Craig E. Burroughs, to me personally known, who, being by me duly sworn, says that he is the President of Trans-Action Associates, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of the 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

[NOTARIAL SEAL]

NOTARIAL CERTIFICATE

OF

TRUE COPY

I, Maureen M. Lavin, do hereby certify that I am a Notary Public duly qualified in the County of Cook, State of Illinois.

I FURTHER CERTIFY that attached hereto is a copy of a Railroad Equipment Lease dated as of June 16, 1975 between Amexcar Corp, the Lessor, Louisiana Midland Railway Company, the Lessee and Trans-Action Associates, Inc., the Guarantor, and that I have compared the attached copy with the original document and that the copy is a true and correct copy in all respects.

IN WITNESS WHEREOF, I hereunto set my hand as a Notary Public, and have caused my notarial seal to be hereunto affixed this 14th day of July, 1975.

(SEAL)

Maureen M. Lavin
Notary Public

My Commission Expires: May 29, 1977.