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**Grand Trunk Western Railroad Co**  
Law Department  
131 West Lafayette Boulevard  
Detroit, Michigan 48226  
(313) 962-2260

8-311A030

No.   
Date NOV 7 1978  
Fee \$50.00  
ICC Washington, D. C.

October 31, 1978  
File No. 352-DWP

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 9825 Filed 1425  
NOV 7 1978-10 55 AM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Re: DWP Sublease of Eight Locomotives

Herewith for recordation pursuant to Section 20c of the Interstate Commerce Act are five counterparts of a sublease of eight locomotives, dated as of October 26, 1978, between Grand Trunk Western Railroad Company ("Grand Trunk") and the Duluth, Winnipeg and Pacific Railway Company ("DWP").

The addresses of the parties to the aforementioned agreements are:

Sublessor: Grand Trunk Western Railroad Company  
131 West Lafayette Boulevard  
Detroit, Michigan 48226

Sublessee: Duluth, Winnipeg and Pacific Railway Company  
72nd Avenue, West and Raleigh Street  
Duluth, Minnesota 55807

The equipment covered by the aforementioned sublease consists of eight locomotives, bearing the road numbers 5904-5911, both inclusive, and the markings of the DWP, and also bearing the legend, "Mercantile Safe Deposit and Trust Company, Baltimore, Maryland, Agent-Owner."

The subleased locomotives are also subject to a lease dated as of August 1, 1969 between Grand Trunk as lessee and C.I.T. Corporation as lessor, which lease was assigned to Mercantile-Safe Deposit and Trust Company by assignment also dated as of August 1, 1969. Both documents

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FEE OPERATION BR.

See doc

Secretary  
Page Two  
October 31, 1978

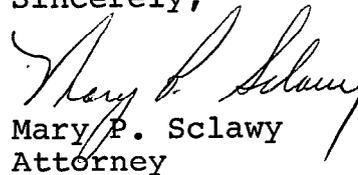
were recorded with the Interstate Commerce Commission on August 26, 1969 at 3:35 p.m. and assigned recordation number 5360-A.

The undersigned is attorney for Grand Trunk and has knowledge of the matters set forth in the enclosed document.

Enclosed is a check for \$50 for the required recordation fee.

Please accept for recordation one counterpart of the sublease, stamp the remaining counterparts with your recordation number and return them to me.

Sincerely,



Mary P. Sclawy  
Attorney

MPS:dkh

Encs.

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/9/78

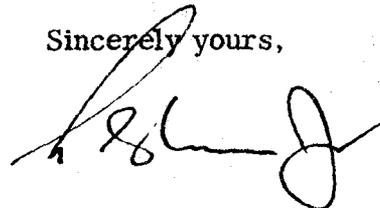
OFFICE OF THE SECRETARY

Mary P. Sclawy, Atty.  
Grand Trunk Western RR. Co.  
131 West Lafayette Blvd.  
Detroit, Michigan, 48226

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 11/7/78 at 10:55am, and assigned recordation number(s) 9825

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

RECORDATION NO. 9825 Filed 1425

NOV 7 1978 -10 55 AM

INTERSTATE COMMERCE COMMISSION

Sublease Agreement dated this 16<sup>th</sup> day of October, 1978, between Grand Trunk Western Railroad Company ("GT") as sublessor and Duluth, Winnipeg & Pacific Railway Company ("DWP") as sublessee.

WHEREAS, GT has leased certain railroad locomotives by lease dated as of August 1, 1969, (the "Lease") from C.I.T. Corporation ("C.I.T.") acting through its agent C.I.T. Leasing ("C.I.T. Leasing"), which lease has been assigned to Mercantile - Safe Deposit and Trust Company ("the Agent"); and

WHEREAS, DWP desires to sublease eight of said locomotives from GT, GT is agreeable thereto and C.I.T., by C.I.T. Leasing, and the Agent have consented to the subleasing of the locomotives in accordance with the terms of a letter agreement dated as of September 15, 1978.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. GT hereby subleases eight locomotives bearing numbers 5904 - 5911, both inclusive, ("the Locomotives") to DWP for the remaining term of the Lease, September 1, 1985.
2. From the date that the Locomotives are delivered to DWP, DWP shall pay to GT as rental for the Locomotives that amount which GT is obligated to pay as rental as lessee under the terms of the Lease, which is incorporated herein by reference in its entirety and made a part hereof.
3. As further consideration for the use of the Locomotives, DWP shall fulfill all the obligations which GT is obligated to perform pursuant to the terms of the Lease insofar as they apply to the use, maintenance, repair, loss

or destruction of the Locomotives and will pay such amounts, file such reports and do such other actions as shall be or become necessary to enable GT to perform all its obligations regarding the Locomotives pursuant to the terms of the Lease and shall indemnify GT for any and all taxes or other payments which shall become due from GT by reason of this Sublease.

4. It is agreed and understood that DWP's rights hereunder are subordinated to the rights of the party named as Lessor and its assigns under the Lease and the party named as Vendor and its assigns under a conditional sale agreement, dated as of August 1, 1969, between General Motors Corporation (Electro-Motive Division) and C.I.T. through its agent C.I.T. Leasing.

5. DWP may repaint the Locomotives but shall maintain the same road numbers on the Locomotives and shall maintain or replace as necessary on the Locomotives the following legend which shall conform in size and location to that required by the Lease: "Mercantile - Safe Deposit and Trust Company, Baltimore, Maryland, Agent-Owner."

6. If DWP shall materially breach any of the terms of this sublease and shall not rectify the breach within 20 days after written notice from GT, GT shall have the right to terminate this Sublease forthwith.

7. Upon termination of this Sublease, DWP shall at its expense deliver the Locomotives to a location or locations designated by GT, which shall be on GT lines or such points as are designated by the Lessor under the terms of the Lease.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Sublease to be executed in duplicate in their respective corporate names by

their duly authorized officers, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first written above.

DULUTH, WINNIPEG & PACIFIC RAILWAY CO.

[Seal]

Attest:

E. S. Jontaine  
Secretary

By A. M. Gundakin

Its President

GRAND TRUNK WESTERN RAILROAD CO.

By E. Adams

Its Vice-President - Operations

[Seal]

Attest:

E. S. Jontaine  
Secretary

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

On this *26<sup>th</sup>* day of *October* 1978, before me personally appeared *C. H. Adams*, to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN 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.

*J. Isabelle Matusko*  
Notary Public

[Notarial Seal]

J. ISABELLE MATUSKO  
Notary Public, Oakland County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires 4-25-79

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

On this *26<sup>th</sup>* day of *October* 1978, before me personally appeared *J. W. Bursackin*, to me personally known, who, being by me duly sworn, says that he is President of DULUTH, WINNIPEG & PACIFIC 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.

*J. Isabelle Matusko*  
Notary Public

[Notarial Seal]

J. ISABELLE MATUSKO  
Notary Public, Oakland County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires 4-25-79