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INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

Dated as of December 1, 1972

Among

THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY
As Trustee under a Trust Agreement dated as of
December 1, 1972
LESSOR

and

COLUMBIA & COWLITZ RAILWAY COMPANY
LESSEE

(1972 Weyerhaeuser Trust)

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<u>Attachments to Lease</u>

Exhibit A	- Certificate of Acceptance under Equipment Lease
Schedule A	- Description of Equipment
Schedule B	- Schedule of Casualty Value
Schedule C	- Schedule of Termination Value

THIS EQUIPMENT LEASE dated as of December 1, 1972, among THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, not in its individual capacity but solely as Trustee under a Trust Agreement, as heretofore or hereafter restated and amended, with General Electric Credit Corporation (the "Trustor") dated as of December 1, 1972 (the "Lessor"), and COLUMBIA & COWLITZ RAILWAY COMPANY, a Washington ccorporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into an Acquisition Agreement dated the date hereof (the "Acquisition Agreement"), with PACCAR Inc (the "Manufacturer") providing for the acquisition by the Lessor of the 60 all door box cars (collectively the "Equipment" and individually as "Item of Equipment") described in Schedule A attached hereto and made a part hereof; and

WHEREAS, the Lessor and the Lessee have entered into a Conditional Sale Agreement dated the date hereof (the "Conditional Sale Agreement") with the Manufacturer providing, among other things, for the manufacture, sale and delivery to the Lessor of the Items of Equipment described in Schedule A hereto; and

WHEREAS, by instrument of Agreement and Assignment dated the date hereof, the Manufacturer has assigned or will assign its right, title and interest under the Conditional Sale Agreement to Chemical Bank, as assignee (said assignee and its respective successors and assigns being herein called the "Assignee"); and

WHEREAS, the Lessee desires to lease all of the Items of Equipment or such lesser number as are delivered to and accepted under the Conditional Sale Agreement on or prior to September 15, 1973, at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, 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 Lessor hereby leases the Equipment to the Lessee upon the following terms and conditions, namely, but subject to all the rights and remedies of the Manufacturer and the Assignee under the Conditional Sale Agreement.

SECTION 1. DELIVERY AND ACCEPTANCE OF EQUIPMENT.

The Lessor will cause each Item of Equipment to be tendered to the Lessee at the point set forth in Schedule A hereto. Upon such tender, the Lessee will cause an authorized representative of the

Lessee to inspect the same, and if such Item of Equipment is found to conform to the specifications therefor, to accept delivery of such Item of Equipment and to execute and deliver to the Lessor and to the Manufacturer thereof a certificate of acceptance (hereinafter called "Certificate of Acceptance") substantially in the form attached hereto as Exhibit A hereto, whereupon such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all of the terms and conditions of this Lease.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1. Rentals for Equipment. The Lessee agrees to pay the Lessor the following Rent for each Item of Equipment leased hereunder:

(a) Fixed Rental. For each Item of Equipment, forty (40) semiannual installments of Fixed Rental each payable in arrears in the amount provided for each respective Item of Equipment in Schedule A hereto.

(b) Daily Interim Rental. For each Item of Equipment the amount per day provided for each respective Item of Equipment in Schedule A hereto for the period, if any, from the Closing Date under the Conditional Sale Agreement for such Item of Equipment to and including September 27, 1973.

2.2. Rental Payment Dates. The total amount of Daily Interim Rental for each Item of Equipment shall be due and payable on September 27, 1973. The first through the fortieth installments of Fixed Rental for all Items of Equipment shall be due and payable on March 27, 1974 and on each September 27 and March 27 of each year thereafter to and including September 27, 1993.

2.3. Place of Rent Payment. All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor at P.O. Box 25848, Oklahoma City, Oklahoma 73125, or at such other place as the Lessor or its assigns shall specify in writing.

2.4. Net Lease. This Lease is a 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 or the Trustor or any entity affiliated with the Trustor or against the Manufacturer or against the Assignee or against any entity having a beneficial interest in the obligations to be performed under the Conditional Sale Agreement; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise

affected, by reason of any defect in or damage to or loss or destruction of all or any of the Equipment from whatsoever cause, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of Lessee's use of the Equipment, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, 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 amounts 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 Section 11 hereof, or until return of the Equipment pursuant to Section 13 hereof.

SECTION 3. TERM OF THE LEASE.

The term of this Lease as to each Item of Equipment shall begin on the date of the delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Section 11 hereof, shall terminate on September 27, 1993 with the privilege of purchase provided for in Section 20 hereof.

SECTION 4. TITLE TO THE EQUIPMENT.

4.1. Retention of Title. The Lessor is acquiring full legal title to the Equipment as Vendee under the Conditional Sale Agreement (but only upon compliance with all the terms and conditions thereof) and, it is understood that Lessee shall acquire no right, title and interest to the Equipment except hereunder notwithstanding the delivery of the Equipment to and the possession and use thereof by the Lessee.

4.2. Duty to Number and Mark Equipment. The Lessee will cause each Item of Equipment to be kept numbered with its identification number as set forth in Schedule A hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

> "Leased by The Liberty National Bank
> and Trust Company of Oklahoma City, as
> Trustee, and subject to a Security Interest
> recorded with the I.C.C."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its rights under this Lease and the rights of any assignee under Section 16 hereof. The Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the identification number of any Item of Equipment except with the consent of the Lessor and in accordance with a statement of new identification numbers to be substituted therefor, which consent and statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

4.3. Prohibition Against Certain Designations. Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the Equipment under this Lease.

4.4. Indemnification for Improper Marking. The Lessee shall indemnify the Lessor, the Trustor, and any assignee under Section 16 hereof against any liability, loss or expense incurred by any of them as a result of the aforesaid marking of the Equipment with such name, initials or insignia.

SECTION 5. DISCLAIMER OF WARRANTIES.

AS BETWEEN LESSOR AND LESSEE, LESSOR LEASES THE EQUIPMENT, AS-IS WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, AS TO (A) THE FITNESS OR MERCHANTABILITY OF ANY ITEM OR ITEMS OF EQUIPMENT, (B) THE LESSOR'S TITLE THERETO, (C) THE LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF, OR (D) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE. The Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce, from time to time, in the name and for the account of the Lessor and the Lessee, as their interests may appear, but in all cases at the sole cost and expense of the Lessee, whatever claims and rights the Lessor may have as owner of the Equipment against any manufacturers or contractors in respect thereof. Any amounts rebated by the manufacturers or contactors in respect of the Equipment shall be made to the account of the Lessee; provided that the Lessee shall not be relieved of its obligations to comply with the provisions of Sections 7 and 8 hereof.

SECTION 6. LESSEE'S INDEMNITY.

6.1. Scope of Indemnity. The Lessee shall defend, indemnify and save harmless the Lessor, the Trustor, the Assignee and their respective successors and assigns from and against:

(a) any and all loss or damage of or to the Equipment, usual wear and tear excepted, and

(b) any claim, cause of action, damages, liability, cost or expense (including counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any of them (i) relating to the Equipment or any part thereof, including without limitation the construction, purchase, delivery, installation, ownership, leasing or return of the Equipment or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by the Lessor or by the Lessee), (ii) by reason or as the result of any act or omission of the Lessee for itself or as agent or attorney-in-fact for the Lessor hereunder, (iii) as a result of claims for patent infringements with respect to the Equipment or any portion thereof, or (iv) as a result of claims for negligence or strict liability in tort with respect to the Equipment or any portion thereof.

6.2. Continuation of Indemnities and Assumptions. The indemnities and assumptions of liability in this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the term hereof in respect of any one or more Items of Equipment, whether by expiration of time, by operation of law or otherwise; provided, however, that such indemnities and assumption of liability shall not apply in respect of any matters referred to in subsection (a) or clause (i) or (ii) or subsection (b) of Section 6.1 hereof, occurring after the termination of this Lease, except for any such matters occurring after the termination arising in connection with any action of the Lessee taken pursuant to Sections 13 or 15 as the case may be. The Lessee shall be entitled to control, and shall assume full responsibility for, the defense of such claim or liability.

SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including the rules of the United States Department of Transportation and the current Interchange Rules and supplements thereto of the Mechanical Division, Association of American Railroads) with respect to the use, maintenance and operation of each Item of Equipment subject to this

Lease. In case any equipment or appliance is required to be installed on such Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange, and, in any event, with the same standards with which the Lessee maintains equipment of a similar nature owned by Lessee. The Lessee shall not modify any Item of Equipment without the written authority and approval of the Lessor which shall not be unreasonably withheld. Any parts installed or replacements made by the Lessee upon any Item of Equipment shall be considered accessions to such Item of Equipment and title thereto shall be immediately vested in the Lessor, without cost or expense to the Lessor.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through, or under the Lessee and its successors or assigns which, if unpaid, in the reasonable judgment of the Lessor, might constitute or become a lien or a charge upon the Equipment, and any liens or charges which may be levied against or imposed upon any Item of Equipment 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 Equipment. The Lessee's obligations under this Section 9 shall survive termination of the Lease.

SECTION 10. FILING, PAYMENT OF FEES AND TAXES.

10.1. Filing. The Lessee has or promptly following execution thereof will, at its sole expense, cause this Lease, the Conditiona Sale Agreement and the first two assignments thereof to be duly filed, recorded or deposited in conformity with Section 20c of the Interstate Commerce Act and in such other places within or without the United State as the Lessor may reasonably request for the protection of its title or the security interest of the Assignee and will furnish the Lessor proof thereof. The Lessee will, from time to time, do and perform any other ac 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 the Lessor, for the purpose of protecting the Lessor's title to, or the security interest of the Assignee in, the Equipment to the satisfaction of the Lessor's or the Assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, re-filing, recording and re-recording or depositing and re-depositing of any such instruments or incident to the taking of such action.

10.2. Payment of Taxes. The Lessee, or the Lessor at the Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing (excluding any income taxes imposed exclusively on Trustor's net income and any gross receipts or gross income taxes in substitution for or by way of relief from the payment of taxes imposed on such net income, provided that the Lessee agrees to pay that portion of any such tax on or measured by rentals payable hereunder or the net income therefrom which is in direct substitution for, or which relieves the Lessee from, a tax which the Lessee would otherwise be obligated to pay under the terms of this Section), together with any penalties or interest thereon, imposed by any state, federal or local government upon any Item of Equipment and whether or not the same shall be assessed against or in the name of the Lessor, the Lessee, or the Trustor; provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment (i) 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 Equipment; however, the Lessee shall reimburse the Lessor for any damages or expenses resulting from such failure to pay or discharge, or (ii) as to assessments against or in the name of anyone other than the Lessee, until 20 days after written notice thereof shall have been given to the Lessee.

SECTION 11. PAYMENT FOR CASUALTY OCCURRENCE OR EQUIPMENT UNSERVICEABLE FOR USE.

11.1. Notification by Lessee of Casualty Occurrence. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or in the opinion of the Lessee, irreparably damaged or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease (any such occurrence, except for any requisition

which by its terms does not exceed the remaining term of this Lease as provided in Section 11.9 hereof, being hereinafter called a "Casualty Occurrence"), the Lessee shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Lessor in regard thereto.

11.2. Payment for Casualty Occurrence. When the aggregate Casualty Value (as defined) of Items of Equipment having suffered a Casualty Occurrence (exclusive of Items of Equipment described in such Schedule having suffered a Casualty Occurrence with respect to which payment shall have been made to the Lessor pursuant to this Section 11) shall exceed $50,000, the Lessee, on the next succeeding rental payment date, shall pay to the Lessor a sum equal to the Casualty Value of such Item or Items of Equipment as of the date of such payment; provided, that notwithstanding the foregoing the Lessee shall on the last rental payment date of each calendar year pay to the Lessor a sum equal to the Casualty Value of any Item or Items of Equipment which have suffered a Casualty Occurrence during such calendar year or any prior year for which no payment has previously been made to the Lessor pursuant to this Section 11.2. Such payment of Casualty Value shall be in addition to the rental payments due on or prior to such date of payment.

11.3. Optional Retirement of Equipment. Lessee may upon not less than 30 days prior written notice to Lessor terminate this Lease as of the twentieth Fixed Rental payment date or as of any succeeding Fixed Rental payment date as to any Item which, in the good faith judgment of Lessee as determined by its chief executive officer, shall have become obsolete or economically unserviceable so as to be no longer useful in the conduct of Lessee's business upon payment to Lessor on such date of termination of an amount equal to the Termination Value of such Item as of the date on such payment. Such payment shall be in addition to the rental payments due on or prior to such date of payment. Such written notice shall identify the Item for which this lease is to be terminated and shall designate the date (which shall be the 20th or any succeeding Fixed Rental Payment date) of which termination is intended to become effective as a result of such payment. Such notice shall be accompanied by a written statement of the President, any Vice President or the Treasurer of Lessee to Lessor setting forth a summary of the basis for such determination. For the purposes of this Section 11.3 all interest rates payable by Lessee for its indebtedness for borrowed money or finance charges by Lessee in connection with the acquisition of its equipment under Conditional Sale Contracts, Leases or other arrangements for deferred payment shall be disregarded in the determination of economic unserviceablity.

11.4. Rent Termination. Upon (and not until) payment of the Casualty Value or, as the case may be, the Termination Value in respect of any Item or Items of Equipment, the installment of Fixed Rental, due on the Casualty Value or Termination Value payment date, and any rent payments as to such Item or Items due and unpaid prior

to the date on which the Casualty Value or, as the case may be, the Termination Value thereof is payable, the obligation to pay rent for such Item or Items of Equipment shall terminate, but the Lessee shall continue to pay rent for all other Items of Equipment. The termination of obligations under this Section 11.4 is subject to the survival of certain indemnities as provided in Section 6.2 hereof.

11.5. Disposition of Equipment. The Lessee shall, as agent for the Lessor, dispose of such Item or Items of Equipment for which settlement has been made pursuant to Section 11.2 or 11.3 as promptly as possible for the best price obtainable. Any such disposition shall be on an "as-is", "where-is" basis without representation or warranty express or implied. As to each separate Item of Equipment so disposed of the Lessee may retain all proceeds of the disposition (including in the case of Casualty Occurrence any insurance proceeds and damages received by the Lessee) to an amount equal to the Casualty Value or Termination Value, as the case may be, paid by the Lessee for such Item and the balance, if any, shall be payable to and retained by the Lessor as its sale property. In disposing of such Item or Items of Equipment, the Lessee shall take such action as the Lessor shall reasonably request to terminate any contingent liability which the Lessor might have arising after such disposition from or connected with such Item or Items of Equipment. Neither the Lessee nor any person, firm or corporation controlled by, in the control of, or under common control with the Lessee shall be permitted to purchase any Item of Equipment with respect to which the Lease has been terminated pursuant to Section 11.3.

11.6. Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid as provided in Section 11.2 hereof (and not the date of the Casualty Occurrence) equal to that percentage of the original cost to the Lessor of such Item of Equipment as set forth in the Schedule of Casualty Value attached hereto as Schedule B.

11.7. Termination Value. The Termination Value of each Item of Equipment shall be an amount determined as of the date the Termination Value is paid as provided in Section 11.3 hereof equal to that percentage of the original cost to the Lessor of such Item of Equipment as set forth in the Schedule of Termination Value attached hereto as Schedule C.

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

11.9. Eminent Domain. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or

taken by any governmental authority under the power of eminent domain or otherwise for a period which does not exceed the period ending on the last rental payment date under Section 2.2 hereof, the Lessee's duty to pay rent shall continue for the duration of such requisitioning or taking. The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession. A requisition or taking for an indefinite period of time shall not be deemed to exceed the remaining term of this Lease unless and until the period of such requisition or taking does in fact exceed the remaining term of this Lease and a requisition or taking of title shall be deemed to be a requisition or taking which exceeds the remaining term of this Lease.

SECTION 12. ANNUAL REPORTS.

12.1. Duty of Lessee to Furnish. On or before May 1 in each year, commencing with the year 1974, the Lessee will furnish to the Lessor and the Assignee an accurate statement, as of the preceding December 31 (a) showing the amount, description and numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the preceding 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 Equipment as Lessor may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4.2 hereof shall have been preserved or replaced.

12.2. Lessor's Inspection Rights. The Lessor and the Assignee each shall have the right, at its sole cost and expense, by its authorized representative, to inspect the Equipment and the Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to the Lessor or, as the case may be, the Assignee the existence and proper maintenance thereof during the continuance of this Lease.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Lease with respect to any Item of Equipment and in the event the purchase option provided in Section 20 hereof is not exercised, the Lessee will, at its own cost and expense, at the request of the Lessor, deliver possession of such Item of Equipment to the Lessor upon such storage tracks or at such place of delivery as the Lessor may designate by written notice given to Lessee not less than 30 days prior to the expiration of the term of this Lease, or in the absence of such designation, as the Lessee may select. All movement of each such Item is to be at the risk and expense of the Lessee. The delivery and transportation of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so deliver and transport the Equipment.

SECTION 14. DEFAULT.

14.1. Events of Default. Any of the following events shall constitute an Event of Default hereunder:

(a) Default shall be made in the payment of any part of the rental provided in Section 2 hereof and such default shall continue for five business days; or

(b) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease, or of possession of the Equipment, or any portion thereof, and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Equipment within 30 days after written notice from the Lessor to the Lessee demanding such cancellation and recovery of possession; or

(c) Default shall be made in the observance of performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for 30 days after written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied; or

(d) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Lessee, and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings or otherwise given a status comparable to the obligations incurred by such a trustee or trustees within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

(e) Any other proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment or the indebtedness payable hereunder), and all the obligations of the Lessee, under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings or otherwise given a status comparable to obligations incurred by such a trustee or trustees

or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

(f) Any Event of Default as defined in the separate Equipment Leases dated as of December 1, 1972, between the Trustee and Weyerhaeuser Company and Texas, Oklahoma & Eastern Railroad Company, shall have occurred and be continuing.

14.2. Remedies. If any Event of Default has occurred and is continuing, the Lessor, at its option, may:

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of, and representations and warranties contained in, this Lease or to recover damages for the breach thereof; or

(b) By notice in writing to the Lessee, terminate this Lease, whereupon all right of the Lessee to the use of the Equipment 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 Equipment may be located and take possession of all or any of such Equipment and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Equipment for any purpose whatever, but the Lessor, shall, nevertheless, have a right to recover from the Lessee any and all amounts which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such accrued number of days in such full rental period and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Item of Equipment, which represents the excess of the present worth, at the time of such termination, of all rentals for such Item which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease over the then present worth of the then fair rental value of such Item for such period computed by discounting from the end of such term to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Item during such period, such present worth to be computed in each case on a basis of a 4% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (ii) any damages,

other than for the payment of rental, and expenses including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease; and

(c) In the event of any such termination and whether or not the Lessor shall have exercised or shall thereafter exercise any of its other rights under paragraph (b) above, the Lessor shall have the right to recover from the Lessee an amount which, after deduction of all taxes required to be paid by the Trustor in respect of the receipt thereof under the laws of the United States or any political subdivision thereof, shall be equal to any portion of the investment credit (hereinafter called the Investment Credit) allowed by Section 38 and related sections of the Internal Revenue Code of 1954, as amended, lost, not claimed, not available for claim, disallowed or recaptured by or from the Trustor as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 21 hereof or any other provision of the Lease or the sale or other disposition of the Lessor's interest in any Item of Equipment after the occurrence of an Event of Default plus such sums as, in the reasonable opinion of the Trustor, will cause the Trustor's net return under this Lease to be equal to the net return that would have been available to the Trustor if it had been entitled to utilization of all or such portion of the maximum depreciation deduction authorized with respect to an Item of Equipment under Section 167 of the Internal Revenue Code utilizing the "class lives" prescribed in accordance with Section 167 (m) of said Code (hereinafter called the ADR Deduction) which was lost, not claimed, not available for claim, disallowed or recaptured in respect of an Item of Equipment as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 21 hereof or any other provision of this Lease, the termination of this Lease, the Lessee's loss of the right to use such Item of Equipment, any action or inaction by the Lessor or Trustor or the sale or other disposition of the Lessor's interest in such Item of Equipment after the occurrence of an Event of Default.

It is not the intent of this Section to provide the Trustor or the Lessor with any duplication of recovery of damages.

14.3. Cumulative Remedies. 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 rent payments due hereunder, and agrees to make the rent payments regardless of any off-set or claim which may be asserted by the Lessee on its behalf in connection with the lease of the Equipment.

14.4. Lessor's Failure to Exercise Rights. The failure of the 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.

14.5. Termination by Assignee of Conditional Sale Agreement. Anything in this Lease to the contrary notwithstanding, if the Assignee of the Conditional Sale Agreement shall, upon the occurrence of an Event of Default (subject to any rights to cure in favor of Lessor or Trustor) as defined therein, state in a written notice to the Lessor and Lessee that this Lease terminates, this Lease shall, immediately upon receipt by Lessee of such notice, terminate as to all the Items of Equipment and the rights of the Lessee hereunder shall at all times and in all respects be subject and subordinate to the rights and remedies of the Assignee under the Conditional Sale Agreement.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1. Lessee's Duty to Return. If the Lessor or the Assignee shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Lessor. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

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

(b) Provide storage at the risk of the Lessee for such Equipment on such tracks for a period not exceeding 180 days after written notice to the Lessor specifying the place of storage and the identification numbers of the Items so stored; and

(c) Transport any Items of Equipment, at any time within such 180 days' period, to any place in the continental United States, all as the Lessor may reasonably direct upon not less than 30 days' written notice to the Lessee.

15.2. Specific Performance. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Equipment.

15.3. Lessor Appointed Lessee's Agent. Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 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 Items of Equipment to Lessor, to demand and take possession of such Item in the name and on behalf of Lessee from whosoever shall be at the time in possession of such Item.

SECTION 16. ASSIGNMENTS BY LESSOR.

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 to the Lessee of any such assignment the rent and other sums payable by the Lessee which are the subject matter of the assignment shall be paid to the assignee. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of any such assignee in and to the sums payable by the Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever, and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever whether by reason of or defect in Lessor's title, or any interruption from whatsoever cause (other than from a wrongful act of the assignee) in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of the assignee, the Lessee shall be unconditionally and absolutely obligated to pay the assignee all of the rents and other sums which are the subject matter of the assignment, and (ii) the assignee shall, as against the Lessee, but subject to any limitations provided in said assignment as between the Lessor and said assignee, have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of the assignee) which by the terms of this Lease are permitted or provided to be exercised by the Lessor.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION.

17.1. Lessee's Rights to the Equipment. 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 Equipment 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 any of the Equipment. 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 Equipment, except (i) to the extent permitted by the provisions of Section 17.2 hereof, or (ii) pursuant to subleases of one or more Items of Equipment to any person, firm, or corporation for a term expiring not later than the term of this Lease; provided that any such sublease shall be subject to the provisions of this Lease, including without limitation the rights of the Lessor and the Assignee which are provided for in Sections 14 and 15 hereof, and no such sublease shall relieve the Lessee of any liability or obligation hereunder, which shall be and remain those of a principal and not a surety.

17.2. Use and Possession on Lines Other Than Lessee's Own. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Equipment and to the use thereof upon the lines of railroad owned or operated by it (either alone or jointly) or by any corporation a majority of whose voting stock (i.e., having ordinary voting power for the election of a majority of its Board of Directors) is owned directly or indirectly by the Lessee, or upon lines of railroad over which the Lessee or such corporation has trackage or other operating rights or over which Equipment of the Lessee is regularly operated pursuant to contract and also to permit the use of the Equipment upon connecting and other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease. The Lessee may receive and retain compensation for such use from other railroads so using any of the Items. Notwithstanding the foregoing, the Lessee will not assign any Item of Equipment to service involving the regular operation and maintenance thereof outside the United States of America. No assignment or interchange entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

17.3. Merger, Consolidation or Acquisition of Lessee. Nothing in this Section 17 shall be deemed to restrict the right of Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment 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.

SECTION 18. OPINION OF LESSEE'S COUNSEL.

Promptly following the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will deliver to the Lessor five counterparts of the written opinion of counsel for the Lessee addressed to the Lessor, the Trustor and to the Assignee, in scope and substance satisfactory to the Lessor, to the effect that:

(a) The Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Washington;

(b) The 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 to carry out the terms of the Lease;

(c) This Lease and the Acquisition Agreement of even date herewith among the Lessor, the Lessee and the Manufacturer have been duly authorized, executed and delivered by the Lessee and constitute the valid, legal and binding agreements of the Lessee enforceable in accordance with their respective terms;

(d) This Lease has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and no other filing, recording or depositing is necessary to protect the Lessor's title to the Equipment in the United States of America;

(e) No approval, consent or withholding of objection is required from any public regulatory body with respect to the entering into or performance by the Lessee of the Acquisition Agreement or this Lease;

(f) The execution and delivery by the Lessee of the Acquisition Agreement and this Lease do not violate any provision of any law, any order of any court or governmental agency, the Charter or By-laws of the Lessee, or any indenture, agreement, or other instrument to which the 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 or imposition of any lien, charge or encumbrance of any nature whatsoever

upon any of the property or assets of the Lessee, except as contemplated and permitted hereby; and

(g) As to any other matter which the Lessor shall reasonably request.

SECTION 19. LESSOR'S RIGHT TO EXPEND FUNDS; INTEREST ON OVERDUE RENTALS AND AMOUNTS PAID BY LESSOR.

19.(a) In case of failure of Lessee to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated, to effect such compliance in whole or in part, and all moneys spent and expenses and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor five (5) days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(b) Anything to the contrary herein contained notwithstanding any nonpayment of rentals due hereunder, or amounts expended by the Lessor on behalf of the Lessee, shall result in the obligation on the part of the Lessee to pay also an amount equal to 8-3/4% (or the lawful rate, whichever is less) of the overdue rentals and amounts expended for the period of time during which they are overdue or expended and not repaid.

SECTION 20. OPTION TO PURCHASE.

Provided that the Lessee is not in default, Lessee shall have the following option to purchase:

(a) The Lessee shall have the right to purchase all but not less than all of the Equipment then leased hereunder at the expiration of the original term at a price equal to the "fair market value" (as defined). The Lessee shall give the Lessor written notice 180 days prior to the end of the term of its election to exercise the purchase option provided for in this Section. Payment of the option price shall be made at the place of payment specified in Section 2 hereof in funds there current against delivery of a bill of sale transferring and assigning to the Lessee all right, title and interest of the Lessor in and to the Equipment and containing a warranty against liens or claims of persons claiming by, through or under the Lessor except liens and claims which the Lessee assumed or is obligated to discharge under the terms of the Lease. The Lessor shall not be required to make any representation or warranty as to the condition of the Equipment or any other matters.

(b) The "fair market value" shall be an amount mutually agreed upon by the Lessor and the Lessee; provided

that if the Lessor and the Lessee are unable to agree upon the fair market value of the Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise the purchase option, the fair market value shall be determined by an independent appraisal to be obtained for this purpose from an independent appraiser selected by the Lessee and satisfactory to the Lessor, provided that in the case that the Lessor and the Lessee cannot agree on an independent appraiser, the Lessor and the Lessee shall each select one independent appraiser and the two independent appraisers so selected shall select a third independent appraiser, and such value shall then be determined by the average of the appraisals obtained from the three appraisers. The cost of all such appraisals shall be borne by the Lessee. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of this Lease to the date of payment at the rate of 8-3/4% per annum.

(c) Unless the Lessee has given the Lessor 180 days notice as required in connection with exercise of the foregoing option, all the Equipment then leased hereunder shall be returned to the Lessor in accordance with Section 13 hereof.

Notwithstanding any election of the Lessee to purchase, the provisions of Section 11 hereof shall continue in full force and effect until the date of purchase and the passage of ownership of the Equipment purchased by the Lessee upon the date of purchase unless the purchase price has been agreed upon by the parties pursuant to this Section 20.1, in which event such purchase price shall govern.

SECTION 21. FEDERAL INCOME TAXES.

The Trustor, as the beneficial owner of the Equipment, shall be entitled to such deductions, credits and other benefits as are provided by the Internal Revenue Code of 1954, as amended from time to time and the regulations thereunder (hereinafter called the Code), to an owner of property, including (without limitation) an allowance for the Investment Credit and the ADR Deduction (all as defined in Section 14.2(c) of this Lease), with respect to the Equipment to the extent so provided.

The Lessee represents and warrants that (i) none of the Equipment constitutes property the construction, reconstruction or erection of which was begun before April 1, 1971; (ii) at the time the Lessor becomes the owner of the Equipment, the Equipment will constitute "new section 38 property" within the meaning of Section 48(b) of the Code and at the time the Lessor becomes the owner of the Equipment, the Equipment will not have been used by any person so as to preclude "the original use of such property" within the meaning of Sections 48(b) and 167(c)(2) of the Code

from commencing with the Lessor; and (iii) at all times during the term of this Lease, each Item of Equipment will constitute "Section 38 property" within the meaning of Section 48(a) of the Code as now in effect; and (iv) at the time the Lessor becomes the owner of the Equipment, and at all times during the term of the Lease, each Item of Equipment will constitute "eligible property" within the meaning of Treasury Regulations, Section 1.167(a)-11 as now in effect.

If any representation, warranty or statement made by the Lessee (or any officer, employee or agent of the Lessee) herein or in connection with this Lease or the Equipment shall prove to be fraudulent, untrue, incorrect or inaccurate in whole or in part; or if the Lessee shall fail to state any material fact in connection with this transaction or take any action in respect of its income tax returns which shall be inconsistent with, or in contravention of, this transaction; and if the Trustor shall thereby lose or not be entitled to claim the Investment Credit or the ADR Deduction in respect of any Item or Items of Equipment, then the Lessee shall pay the Lessor, as additional rent, an amount which, after deduction of all taxes required to be paid by the Trustor in respect of the receipt of such additional rent, shall be equal to the benefit so lost plus any interest or penalty assessed against the Trustor in connection with such loss. The Trustor agrees to notify promptly the Lessee of any claim made by the Internal Revenue Service against the Trustor with respect to such loss which relates to information which may be particularly within the knowledge of the Trustor.

For purposes of this Section any indemnification payable hereunder shall be payable upon the earliest of (1) the payment to the Internal Revenue Service of the tax increase resulting from the disallowance, reduction or disqualification of such tax benefits or (2) the adjustment of Trustor's tax return or of a consolidated tax return of which Trustor is a part to reflect the disallowance, reduction or disqualification of such tax benefit.

The indemnification provided by this Section shall not be applicable in the event the transfer by the Trustor of the Trustor's interest in the Trust Estate pursuant to Section 6.01 of the Trust Agreement should (1) for the purposes of the Investment Credit, be determined to be a disqualifying disposition, or (2) for the purposes of the ADR Deduction, cause the Trustor to lose said ADR Deduction or (3) result in less or different tax benefits or status to the transferee as successor Trustor.

SECTION 22. MISCELLANEOUS.

22.1. Notices. Any notice required or permitted to be given by either party hereto to the other 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: The Liberty National Bank and Trust Company of Oklahoma City
P. O. Box 25848
Oklahoma City, Oklahoma 73125
Attention: Trust Department
(with copies to the Trustor at (i) P. O. Box (North Station) White Plains, New York 10603, Attention of Loan Officer and (ii) P.O. Box 8300, Stamford, Connecticut 06904, Attention of Manager-Operations.

If to the Lessee: Columbia & Cowlitz Railway Company
c/o Weyerhaeuser Company
Tacoma, Washington 98401
Attention: Mr. William C. Stivers, Treasurer

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

22.2. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same contract which shall be sufficiently evidenced by any such original counterparts. It shall not be necessary that any counterpart be signed by more than one party hereto so long as separate counterparts have been executed by each of the parties hereto. Although this Agreement is dated for convenience as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

22.4. Concerning the Lessor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Lessor, while in form purporting to be the representations, covenants, undertakings and agreements of The Liberty National Bank and Trust Company of Oklahoma City are nevertheless each and every one of them, made and intended not as individual representations, covenants, undertakings and agreements or for the purpose or with the intention of binding The Liberty National Bank and Trust Company

of Oklahoma City individually, but are made and intended for the purpose of binding only the Trust and the Trust Estate as that term is used in the Trust Agreement; such Trust is the Lessor hereunder, and this Equipment Lease is executed and delivered by The Liberty National Bank and Trust Company of Oklahoma City, not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Liberty National Bank and Trust Company of Oklahoma City (except for gross negligence or willful misconduct) on account of this Equipment Lease or on account of any representation, covenant, undertaking or agreement of The Liberty National Bank and Trust Company of Oklahoma City in this Equipment Lease contained, either expressed or implied, all such personal liability, if any (except for gross negligence or willful misconduct), being expressly waived and released by the Lessee herein and by all persons claiming by, through or under said Lessee; excepting, however, that the Lessee or any person claiming by, through or under it, making claim hereunder, may look to said Trust and the Trust Estate for satisfaciton of the same.

SECTION 23. INSURANCE

In addition to Lessee's indemnities under Section 6.1(b), Lessee agrees to keep and maintain in force, its own expense, public liability insurance including, but not limited to, coverage for personal injuries, death or damage to property of others with Lessor or its assigns, if any, as an additional insured, with terms and for such reasonable amounts satisfactory to Lessor. Lessee will deliver evidence of such insurance satisfactory to Lessor, to Lessor.

In addition, Lessee will, without cost to Lessor, maintain or cause to be maintained in effect while this Lease shall be in effect, insurance policies with responsible insurers insuring against loss or damage to the Leased Property from such risks and in such amounts as Lessee would, in the prudent management of its properties, maintain or cause to be maintained with respect to similar property owned by it. Notwithstanding the provisions of the foregoing sentence, however, Lessee may self-insure the Units of Equipment against such risks but to no greater extent than any similar property owned by Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed, all as of the date and year first above written.

THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, as Trustee under 1972 Weyerhaeuser Trust

(Corporate Seal)

By _____
Its Vice President
LESSOR

ATTEST:

_____
ASSISTANT SECRETARY

(Corporate Seal)

COLUMBIA & COWLITZ RAILWAY COMPANY

By _____
Its Attorney in fact
LESSEE

ATTEST:

_____ Secretary

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

On this 20th day of July, 1973, before me personally appeared Vernon D. Wright, to me personally known, who being by me duly sworn, says that he is a Vice President of THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, 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.

(Seal)

Notary Public

My Commission expires: 3-17-75

STATE OF Washington)
) SS
COUNTY OF King)

On this 23rd day of July, 1973, before me personally appeared D. R. Edwards, to me personally known, who being by me duly sworn, says that he is the Attny in Fact of COLUMBIA & COWLITZ 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.

(Seal)

Notary Public

My Commission expires:

8/1/73

CERTIFICATE OF ACCEPTANCE
UNDER EQUIPMENT LEASE

To: THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, as Trustee under 1972 Weyerhaeuser Trust ("Trustee")

PACCAR Inc ("Manufacturer")

I, a duly appointed inspector and authorized representative of COLUMBIA & COWLITZ RAILWAY COMPANY ("Lessee") and of the above named Trustee, do hereby certify that I have inspected, received, approved and accepted delivery, on behalf of the Lessee and under the Equipment Lease dated as of December 1, 1972 among the Trustee, and the Lessee, and on behalf of the Trustee under the Conditional Sale Agreement dated as of December 1, 1972 among the Manufacturer and the Trustee of the following items of equipment ("Equipment"):

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATED ACCEPTED:

NUMBER OF ITEMS:

NUMBERED:

I do further certify that the foregoing Equipment is in good order and condition, and conforms to the Specifications applicable thereto, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked in contrasting colors upon each side of each Item of Equipment the following legend in letters not less than one inch in height:

> "Leased by The Liberty National Bank and Trust Company of Oklahoma City, as Trustee, and subject to a Security Interest recorded with the I.C.C."

(1972 Weyerhaeuser Trust)

Exhibit A
(to Equipment Lease)

The execution of this certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Equipment for warranties it has made with respect to the Equipment.

_____
Inspector and Authorized Representative of Lessee and Trustee

DESCRIPTION OF EQUIPMENT

MANUFACTURER:	PACCAR Inc
DESCRIPTION OF EQUIPMENT:	60 50'6" 70-ton all door box cars bearing identification numbers CLC2001 to CLC2060, both inclusive.
BASE PRICE:	$1,530,000 (i.e. $25,500 per Item)
ESTIMATED DELIVERY DATES:	July 1, 1973 - September 15, 1973
PLACE OF DELIVERY:	Renton, Washington
FIXED RENTAL PAYMENTS:	Forty rental payments, semi-annually in arrears, at $959.57 each per Item of Equipment (total each payment of $57,574.20 for 60 Items).
DAILY INTERIM RENTAL:	$5.4896 per day per Item of Equipment.
Lessee:	Columbia & Cowlitz Railway Company
Trustor:	General Electric Credit Corporation

In the event the price of any Item covered by this Schedule is greater or less than the amount set forth above, the rental for such Item shall be proportionately increased or reduced accordingly.

SCHEDULE A
(to Equipment Lease)

(1972 Weyerhaeuser Trust)

COLUMBIA & COWLITZ RAILWAY COMPANY

SCHEDULE OF CASUALTY VALUE

The Casualty Value of an Item of Equipment payable on each of the following dates shall mean an amount equal to the percent of total cost of such Item to the Lessor, including all taxes and delivery charges, set forth opposite each such date in the following schedule:

Date on which Casualty Value is Paid (Payment in Addition to Daily Interim Rental or Fixed Rental Due on such Date)	Casualty Value Payable Per Item
September 27, 1973	104.2349
March 27, 1974	104.3559
September 27, 1974	105.0869
March 27, 1975	105.5736
September 27, 1975	105.7959
March 27, 1976	105.7762
September 27, 1976	105.5159
March 27, 1977	100.3611
September 27, 1977	99.6601
March 27, 1978	98.8325
September 27, 1978	97.8825
March 27, 1979	92.1507
September 27, 1979	90.9716
March 27, 1980	89.6863
September 27, 1980	88.2958
March 27, 1981	82.1415
September 27, 1981	80.5580
March 27, 1982	78.8875
September 27, 1982	77.1332
March 27, 1983	75.3151
September 27, 1983	73.4380
March 27, 1984	71.5122
September 27, 1984	69.5395
March 27, 1985	67.5192
September 27, 1985	65.4504
March 27, 1986	63.3321
September 27, 1986	61.1632
March 27, 1987	58.9425
September 27, 1987	56.6689
March 27, 1988	54.3412
September 27, 1988	51.9582
March 27, 1989	49.5187

SCHEDULE B
(to Equipment Lease)

(1972 Weyerhaeuser Trust)

Date on which Casualty Value is Paid (Payment in Addition to Daily Interim Rental or Fixed Rental Due on such Date)	Casualty Value Payable Per Item
September 27, 1989	47.0214
March 27, 1990	44.4650
September 27, 1990	41.8481
March 27, 1991	39.1694
September 27, 1991	36.4275
March 27, 1992	33.6431
September 27, 1992	30.8569
March 27, 1993	28.0736
September 27, 1993	14.9972

COLUMBIA & COWLITZ RAILWAY COMPANY

SCHEDULE OF TERMINATION VALUE

The termination value of an Item of Equipment payable on each of the following dates shall mean an amount equal to the percent of total cost of such Item to the Lessor, including all taxes and delivery charges, set forth opposite each such date in the following schedule:

Date on Which Termination Value is Paid (Payment in Addition to Fixed Rental Due on such Date)	Termination Value Payable Per Item
September 27, 1983	73.4380
March 27, 1984	71.5122
September 27, 1984	69.5395
March 27, 1985	67.5192
September 27, 1985	65.4504
March 27, 1986	63.3321
September 27, 1986	61.1632
March 27, 1987	58.9425
September 27, 1987	56.6689
March 27, 1988	54.3412
September 27, 1988	51.9582
March 27, 1989	49.5187
September 27, 1989	47.0214
March 27, 1990	44.4650
September 27, 1990	41.8481
March 27, 1991	39.1694
September 27, 1991	36.4275
March 27, 1992	33.6431
September 27, 1992	30.8569
March 27, 1993	28.0736
September 27, 1993	14.9972

SCHEDULE C
(to Equipment Lease)

(1972 Weyerhaeuser Trust)