

30

OBER, KALER, GRIMES & SHRIVER

ATTORNEYS AT LAW

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 WILLIAM F BLUE*
 GEORGE T TYLER
 WILLIAM L BALFOUR*
 WILLIAM A SNYDER JR
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 COUNSEL
 ROBERT S BROMBERG
 (CINCINNATI)
 COUNSEL
 W WALLACE KIRKPATRICK
 JAMES L KALER
 J PAUL BRIGHT JR*
 RANDALL C COLEMAN*
 CARLYLE C RING JR
 FRANK H WELLS JR*
 FRANK B OBER
 (1889 1981)
 WILLIAM A GRIMES
 (1904 1977)
 J NICHOLAS SHRIVER JR
 (1912 1977)
 SHERWOOD B SMITH JR
 (1936 1989)
 *NOT ADMITTED IN D C

16691/A
RECORDATION NO _____ FILED 1425

DEC 28 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

OFFICES IN
MARYLAND
NEW YORK
NEW JERSEY

9-362A088

December 28, 1989

16691
RECORDATION NO _____ FILED 1425

DEC 28 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

DEC 28 3 10 PM '89

HAND-DELIVERED

Ms. Mildred Lee
Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) originally executed copies of the Equipment Lease Agreement (including Rider No. 1 thereto, the "Lease") and the Equipment Schedule No. 1 (the "Equipment Schedule"), both dated as of December 27, 1989, between MNC Leasing, a division of MNC Credit Corp. and AnSCO Investment Company. The Lease is a "primary document" and the Equipment Schedule is a "secondary document", as such terms are defined in the Commission's Rules for the Recordation of Documents.

The names and address of the parties to the enclosed Lease are:

- Lessor: MNC Leasing, a division of MNC Credit Corp.
Nottingham Centre
502 Washington Avenue
Towson, Maryland 21204
- Lessee: AnSCO Investment Company
2400 Anaconda Tower
555 Seventeenth Street
Denver, Colorado 80202

Spencer

Spencer

OBER, KALER, GRIMES & SHRIVER

Ms. Mildred Lee
December 28, 1989
Page 2

A description of the railroad equipment covered by the Lease is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed are our checks in the amount of \$15.00 each, payable to the order of the Interstate Commerce Commission, covering the required recordation fee.

Kindly return a file-stamped copy of the enclosed document to:

Edward K. Gross, Esquire
Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Building
10 Light Street
Baltimore, Maryland 21202

A short summary of the enclosed Lease and Equipment Schedule to appear in the Commission's index is:

"Equipment Lease Agreement and Equipment Schedule, both dated as of December 27, 1989, between MNC Leasing, a division of MNC Credit Corp., Lessor, and Ansco Investment Company, Lessee, covering twenty-five (25) Passenger Rail Cars."

Sincerely,

Edward Gross (by JMM)

Edward K. Gross

Enclosures

COPY

16691-A

RECORDATION NO. _____ FILED 1425

DEC 28 1989 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT SCHEDULE NO. 1

Dated as of December 28 ⁽¹⁹⁸⁹⁾, 1989

between

MNC LEASING, A DIVISION OF MNC CREDIT CORP,
as Lessor

and

ANSCO INVESTMENT COMPANY,
as Lessee

Covering 30 Passenger Rail Cars

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303
ON DECEMBER _____, 1989 AT _____ .M.
RECORDATION NUMBER _____



EQUIPMENT SCHEDULE NO. 1

forming a part of Equipment Lease Agreement dated as of December 28, 1989

1. EQUIPMENT. The Equipment leased hereunder shall be as set forth in the schedule attached hereto.

TOTAL INVOICE COST: \$ 6,000,000.00

2. TERM. Upon and after the date of execution hereof, the Equipment shall be subject to the terms and conditions provided herein and in the Equipment Lease Agreement referred to above (the "Lease") (which is incorporated herein by reference).

A full term of lease with respect to said Equipment shall commence on the date hereof and shall extend for thirty (30) months after the first day of January, 1989 (the "Base Lease Commencement Date"). quarters

3. RENT.

(a) During the period from the date hereof to the Base Lease Commencement Date (the "Interim Term"), the pro-rated daily rent for said Equipment shall be \$ 2,702.28 per day; computed as .045038 % of the Total Invoice Cost specified above, calculated as specified in that certain final commitment letter dated December 28, 1989, between the parties. This pro-rated payment shall be made on the last day of the month for each month during the Interim Term.

(b) From and after the Base Lease Commencement Date, the quarterly monthly rent for said Equipment during the term of this Lease shall be \$ 243,204.90, computed as 4.053415 % of the Total Invoice Cost specified above, calculated as specified in that certain final commitment letter dated December 28, 1989, between the parties. Rent payments shall be made, in arrears, on the last day of the month for each month during the term of this Lease. quarter quarter

4. LESSEE'S CONFIRMATION. Lessee hereby confirms and warrants to Lessor that the Equipment: (a) was duly delivered to Lessee at the location specified in Section 5 hereof; (b) has been received, inspected and determined to be in compliance with all applicable specifications and that the Equipment is hereby accepted for all purposes of the Lease; and (c) is a part of the "Equipment" referred to in the Lease and is taken subject to all terms and conditions therein and herein provided.

5. LOCATION OF EQUIPMENT. The location of the Equipment is specified on the Schedule of Equipment attached hereto.

6. LATE CHARGE RATE. The Late Charge Rate shall be two (2) percent per month of the amount in arrears for the period such amount remains unpaid (or such lesser amount as may be permitted by law).

7. SCHEDULE OF STIPULATED LOSS VALUES. The Schedule of Stipulated Loss Values attached hereto is incorporated herein by reference, and shall be applicable solely to the Equipment described in this Equipment Schedule.

8. RECOVERY PROPERTY CLASS. The class of property to which the Equipment is assigned is 7 year property.

9. PUBLIC LIABILITY INSURANCE. The amount of public liability insurance referenced in Section 11 of the Lease is \$ 100,000,000.

DATE OF EXECUTION: December 28, 1989

MNC LEASING
A DIVISION OF MNC CREDIT CORP
Lessor

ANSCO INVESTMENT COMPANY
Lessee

By: _____ (SEAL)

By: Douglas L. Pol (SEAL)

EQUIPMENT SCHEDULE NO. 1

forming a part of Equipment Lease Agreement dated as of December 28, 19 89

1. EQUIPMENT. The Equipment leased hereunder shall be as set forth in the schedule attached hereto.

TOTAL INVOICE COST: \$ 6,000,000.00

2. TERM. Upon and after the date of execution hereof, the Equipment shall be subject to the terms and conditions provided herein and in the Equipment Lease Agreement referred to above (the "Lease") (which is incorporated herein by reference).

A full term of lease with respect to said Equipment shall commence on the date hereof and shall extend for thirty (30) ~~months~~ after the first day of January, 19 ~~89~~ 90 (the "Base Lease Commencement Date"). quarters

3. RENT.

(a) During the period from the date hereof to the Base Lease Commencement Date (the "Interim Term"), the pro-rated daily rent for said Equipment shall be \$ 2,702.28 per day; computed as .045038 % of the Total Invoice Cost specified above, calculated as specified in that certain final commitment letter dated December 28, 19 89, between the parties. This pro-rated payment shall be made on the last day of the month for each month during the Interim Term.

(b) From and after the Base Lease Commencement Date, the ~~monthly~~ quarterly rent for said Equipment during the term of this Lease shall be \$ 243,204.90, computed as 4.053415 % of the Total Invoice Cost specified above, calculated as specified in that certain final commitment letter dated December 28, 19 89, between the parties. Rent payments shall be made, in arrears, on the last day of the ~~month~~ quarter for each ~~month~~ quarter during the term of this Lease.

4. LESSEE'S CONFIRMATION. Lessee hereby confirms and warrants to Lessor that the Equipment: (a) was duly delivered to Lessee at the location specified in Section 5 hereof; (b) has been received, inspected and determined to be in compliance with all applicable specifications and that the Equipment is hereby accepted for all purposes of the Lease; and (c) is a part of the "Equipment" referred to in the Lease and is taken subject to all terms and conditions therein and herein provided.

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9. PUBLIC LIABILITY INSURANCE. The amount of public liability insurance referenced in Section 11 of the Lease is \$ 100,000,000.

DATE OF EXECUTION: December 28, 19 89

MNC LEASING
A DIVISION OF MNC CREDIT CORP
Lessor

By: [Signature] (SEAL)
Constance W. Lancaster
Assistant Vice President

ANSCO INVESTMENT COMPANY
Lessee

By: _____ (SEAL)



SCHEDULE OF STIPULATED LOSS VALUES

INCORPORATED IN AND MADE A PART OF EQUIPMENT SCHEDULE NO. 1

TO EQUIPMENT LEASE AGREEMENT DATED AS OF December 28th, 19 89

BETWEEN MNC LEASING, a division of MNC CREDIT CORP. ("LESSOR") AND ANSCO INVESTMENT COMPANY

("LESSEE").

<u>Rental Payment Number</u>	<u>Percent of Equipment Cost</u>
--------------------------------------	--

1	103.708638
2	102.478801
3	101.135893
4	99.685058
5	98.123644
6	96.459614
7	94.698475
8	92.839067
9	90.878972
10	88.824776
11	86.682907
12	84.447650
13	82.116708
14	79.695632
15	77.191454
16	74.595153
17	71.904464
18	69.119319
19	66.242122
20	63.263632
21	60.181358
22	56.995002
23	53.706731
24	50.307062
25	46.793255
26	43.173200
27	39.457557
28	35.632724
29	31.813484
30	28.000000

MNC LEASING
A DIVISION OF MNC CREDIT CORP
Lessor

By: _____ (SEAL)

ANSCO INVESTMENT COMPANY

Lessee

By: Douglas L. Pl...

SCHEDULE OF STIPULATED LOSS VALUES

INCORPORATED IN AND MADE A PART OF EQUIPMENT SCHEDULE NO. 1

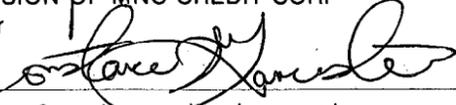
TO EQUIPMENT LEASE AGREEMENT DATED AS OF December 28, 19 89

BETWEEN MNC LEASING, a division of MNC CREDIT CORP, ("LESSOR") AND ANSCO INVESTMENT COMPANY

("LESSEE"):

<u>Rental Payment Number</u>	<u>Percent of Equipment Cost</u>
1	103.708638
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9	90.878972
10	88.824776
11	86.682907
12	84.447650
13	82.116708
14	79.695632
15	77.191454
16	74.595153
17	71.904464
18	69.119319
19	66.242122
20	63.263632
21	60.181358
22	56.995002
23	53.706731
24	50.307062
25	46.793255
26	43.173200
27	39.457557
28	35.632724
29	31.813484
30	28.000000

MNC LEASING
A DIVISION OF MNC CREDIT CORP
Lessor

By:  (SEAL)
Constance W. Lancaster
Assistant Vice President

ANSCO INVESTMENT COMPANY

Lessee

By: _____

SCHEDULE OF EQUIPMENT

Lessee: ANSCO INVESTMENT COMPANY

Approved by DP
(Lessee to initial each page)

Page No. 1 of 2 total pages

Attached to Bill of Sale dated _____, 19____
and/or
Equipment Schedule No. 1

Equipment located at: Denver, Denver, Colorado

30 Rail Passenger Cars listed below together with all furniture, fixtures and equipment include therein as more fully described in the November, 1989 appraisal prepared by Passenger Transportation Specialists:

<u>Car Name</u>	<u>Car No.</u>	<u>Type</u>	<u>Cost</u>
California	800078	Dome Sleeper 8 Bedrooms	\$1,018,211.92
Amtrak	9212	Dome Sleeper 4 Bedrooms 4 Duplex Single Rooms 4 Roomettes	\$ 99,337.75
Amtrak	9225	Dome Sleeper 4 Bedrooms 4 Duplex Single Rooms 4 Roomettes	\$ 99,337.75
Silver Bronco	1105	Dome Coach	\$ 84,437.09
Silver Hostel	WP #832	Dome Lounge/	\$ 49,668.87
Colorado	800057	2 Bedrooms Buffet Lounge Observation (round end) 4 Passenger 1 Crew	\$ 447,019.87
Kansas	800165	3 Bedrooms Dining/Lounge Observation (open platform) 6-7 Passenger 2 Crew	\$ 298,013.25
Utah	800318	Diner Lounge Kitchen	\$ 943,708.61
D&RWG	1116	48 Seat Diner	\$ 124,172.19
D&RWG	1230	Baggage/Coach Combine	\$ 24,834.44
D&RWG	1231	Baggage/Coach Combine	\$ 24,834.44
D&RWG	003	Baggage Car	\$ 9,933.77

SCHEDULE OF EQUIPMENT

Lessee: ANSCO INVESTMENT COMPANY

Approved by [Signature]
(Lessee to initial each page)

Page No. 2 of 2 total pages

Attached to Bill of Sale dated _____, 19____

Equipment located at: Denver, Denver, Colorado

and/or
Equipment Schedule No. 1

<u>Car Name</u>	<u>Car No.</u>	<u>Type</u>	<u>Cost</u>
Moffat Tunnel	253	Power Car	\$ 422,185.43
VIA Rail	340	Cafe/Lounge	\$ 74,503.31
VIA Rail	343	Cafe/Lounge	\$ 74,503.31
VIA Rail	344	Cafe/Lounge	\$ 74,503.31
North Park	800420	Cafe/Lounge	\$ 198,675.50
Winter Park	800421	Cafe/Lounge	\$ 198,675.50
Colorado Springs	800425	Parlor/Club	\$ 139,072.85
Glenwood Springs	800426	Parlor/Club	\$ 149,006.62
Idaho Springs	800427	Parlor/Club	\$ 149,006.62
La Plata Peak	800430	Snack Bar/Coach	\$ 139,072.85
Pikes Peak	800431	Snack Bar/Coach	\$ 149,006.62
Pyramid Peak	800432	Snack Bar/Coach	\$ 149,006.62
Shavano Peak	800433	Snack Bar/Coach	\$ 149,006.62
Mt. Bierstadt	800440	Coach	\$ 124,172.18
Mt. Elbert	800441	Coach	\$ 139,072.85
Mt. Evans	800442	Coach	\$ 149,006.62
Mt. Massive	800443	Coach	\$ 149,006.62
Mt. Princeton	800444	Coach	\$ 149,006.62

TOTAL INVOICE COST \$6,000,000.00
=====

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 26th day of December, 1989, before me personally appeared Douglas L. Polson, to me personally known, who being duly sworn, says that he is a Vice President of ANSCO INVESTMENT COMPANY, that said instrument was signed on December 26, 1989 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.

(NOTORIAL SEAL)

Condee C. Smith
Notary Public

My commission expires:

July 29, 1992

THMD/DF3

STATE OF MARYLAND)
)ss.
COUNTY OF BALTIMORE)

On this 27th day of December, 1989, before me personally appeared Constance Lancaster, to me personally known, who being duly sworn, says that she is an Asst. Vice President of MNC LEASING, A DIVISION OF MNC CREDIT CORP, that said instrument was signed on December 27, 1989 on behalf of said corporation by authority of tis Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTORIAL SEAL]

My Commission Expires:

7/1/90

STATE OF COLORADO)
)ss.
COUNTY OF _____)

On this _____ day of December, 1989, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a _____ of ANSCO INVESTMENT COMPANY, that said instrument was signed on December _____, 1989 on behalf of said corporation by authority of tis Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTORIAL SEAL]

My Commission Expires:
