

Earl C. Opperthausen  
General Counsel

John C. Danielson  
General Attorney

Allan M. Charlton  
Trial Attorney

Dennis W. Krakow  
Trial Attorney

John A. Ponitz  
Attorney

Mary P. Sclawy  
Attorney

C-135A011

Date **MAY 14 1980**

Fee \$ **50.00**

ICC Washington, D. C.



Grand Trunk Western Railroad Co

Law Department

131 West Lafayette Boulevard  
Detroit, Michigan 48226  
(313) 962-2260

May 8, 1980

File: 352-G

11786

RECORDATION NO. .... Filed 1425

MAY 14 1980 9 10 AM

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

RECEIVED  
MAY 14 9 04 AM '80  
I.C.C.  
FEE OPERATION BR.

Dear Mrs. Mergenovich:

Enclosed for recordation pursuant to Section 11303 of the Interstate Commerce Act are the original counterpart of the following document and a facsimile copy of the original counterpart:

Equipment Lease Agreement dated as of the 1st day of February, 1980 between General Foods Corporation (the "Lessor") and Grand Trunk Western Railroad Company (the "Lessee").

The addresses of the parties to the aforesaid Equipment Lease Agreement are:

Lessor: General Foods Corporation  
250 North Street  
White Plains, New York 10625

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

The equipment covered by the aforesaid Equipment Lease Agreement consists of One Hundred (100) 40 foot 70 ton capacity--plug doors-designated XF-cars, Type A120, bearing Road Numbers GTW 308000 through GTW 308099, inclusive.

All said equipment bears markings indicating that ownership is in the Lessor.

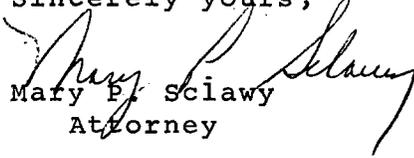
Mrs. Agatha L. Mergenovich,  
Secretary, I.C.C.  
May 8, 1980 - File: 352-G  
Page Two

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Enclosed is our check number 173449 in the amount of \$50.00 for the required recordation fee. Please accept for recordation the original counterpart of the enclosed agreement, stamp the facsimile counterpart with your recordation number and return it to me.

The undersigned is attorney for the Lessee mentioned in the enclosed agreement and has knowledge of the matters set forth therein.

Sincerely yours,

  
Mary P. Sciawy  
Attorney

MPS:bjm

Enclosures

cc: Geoffrey Kent, Esq., General Foods Corporation

RECORDATION NO. **11786** Fed 1425

MAY 14 1980-9 10 AM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

THIS AGREEMENT dated this 1st day of February, 1980, by and between GENERAL FOODS CORPORATION, a Delaware corporation, hereinafter called "General Foods" and GRAND TRUNK WESTERN RAILROAD COMPANY, a corporation of Michigan hereinafter called "Grand Trunk".

WITNESSETH:

1. General Foods agrees to lease to the Grand Trunk and the Grand Trunk agrees to accept and use exclusively upon the terms and conditions herein set forth the following described cars, leased to General Foods by Chicago Freight Car Leasing Company, Park Ridge, Illinois (collectively, "The Cars" & individually "Car") and to pay General Foods upon receipt of The Cars for the use of each Car the following service charges:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Lease Per Car Charge Per Day</u>
One Hundred (100) GTW 308000 thru GTW 308099 inclusive	40 Foot 70 Ton Capacity-Plug Doors- Designated XF-Car Type A120	\$4.93 Per Car Per Day, with maintenance adjustment of 2 1/2¢ per car, per month for each 1¢ per hour increase in the freight labor rate, Item 4450, as specified in the office manual of the interchange rules as published by AAR.

General Foods warrants that The Cars comply with the Association of American Railroads' requirements for interchange, and are certificated as "rebuilt" cars by the Association of American Railroads.

2. This agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives and shall remain in full force and effect with regard to each of The Cars for a period of five (5) years from June 30, 1979 (the date of delivery of The Cars), to June 29, 1984 subject to cancellation by either party on any anniversary date upon the giving of sixty (60) days' prior written notice to such other party.

In the event any Cars require replacement or extensive changes in design, in order to be suitable for transportation at any time during this agreement, upon completion of such replacement or extensive design changes, the lease charge per day shall be subject to renegotiation by both parties.

3. General Foods agrees to deliver each of The Cars as soon as possible after the execution of this contract to Grand Trunk at Battle Creek, Michigan, and Grand Trunk agrees to pay the per car charge on each Car from the date it has been delivered to Battle Creek, Michigan, until it is returned to General Foods at or after the termination of this agreement.

4. Grand Trunk agrees to pay General Foods the aforesaid per car charge on or before the last day of each calendar month, covering the rentals which shall have accrued during said calendar month, during the life of this agreement and until such time thereafter as all Cars have been returned to General Foods and all rentals therefore have been paid. Payment shall be made by mail to Post Division, General Foods Corporation, 275 Cliff Street, Battle Creek, Michigan, and payment shall be effective when received by General Foods.

5. Each of The Cars shall be subject to the Grand Trunk inspection before their first loading; and the signing of the bill of lading on each loaded Car by the Grand Trunk will constitute acceptance thereof by the Grand Trunk and shall be conclusive evidence of the fit and suitable condition of each such Car for the purpose of transporting commodities to be loaded therein.

6. Grand Trunk agrees to keep records pertaining to the interchange movements of The Cars. Grand Trunk agrees to furnish to General Foods data required by General Foods to keep an accurate record of The Cars.

7. (a) General Foods agrees to pay for the maintenance and repair of The Cars to the extent required by the standards of railroad companies and existing Association of American Railroads' rules. No repairs, other than running repairs, as contemplated in the Association of American Railroads Code of Rules for the interchange of traffic, which is made a part hereof, shall be made for the account of General Foods without its written consent thereto. If any Car becomes unfit for service, other than by reason of running repairs, the per car charge payable by Grand Trunk to General Foods shall cease from date of notification to General Foods until such Car is repaired or until another similar car shall have been placed in the service of Grand Trunk by General Foods in substitution thereof.

(b) Grand Trunk shall notify General Foods as soon as possible following knowledge of destruction or heavy damage to any Cars as defined in the Association of American Railroads Code of Rules governing the condition of and repairs to freight and passenger cars. In the event any Car is badly damaged or destroyed off the Grand Trunk line, Grand Trunk shall make settlement

direct with the foreign line damaging or destroying such Car as provided in the Association of American Railroads Code of Rules for the interchange of traffic. If any Car is badly damaged or destroyed on Grand Trunk lines, Grand Trunk shall make settlement direct with General Foods. In either event, the per car charge shall cease on the day per diem would cease under said Association of American Railroads' Rules and Grand Trunk will reimburse General Foods said amount as full settlement for the Car. General Foods shall have the right but shall not be obligated to replace any such car, but in the event it exercises such right, the per car charge shall commence from the date of delivery of the replacement car to the Grand Trunk.

8. No liability shall attach to General Foods for injury, damage or loss of any kind whatsoever in connection with the use of The Cars, whether it be to persons or property or to the vehicles, and Grand Trunk agrees to hold General Foods harmless from and against any claims or payments which General Foods may be required to pay as a result thereof. Nothing contained in this paragraph 8 shall be construed to release General Foods from any claim or liability resulting from negligence of General Foods.

9. If Grand Trunk shall fail to perform or abide by any of its obligations hereunder for a period of sixty (60) days after receipt of notification thereof, General Foods at its election may either (a) terminate this agreement immediately or (b) withdraw The Cars from the service of Grand Trunk and deliver the same, or any thereof, to others upon such terms as General Foods may see fit, and, in either case, Grand Trunk shall be liable to General Foods for all rentals hereunder, less any rentals received by General Foods from others for any of The Cars. General Foods

may, at its option, terminate this agreement (a) in the event that bankruptcy, reorganization, arrangement, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law for the relief of debtors shall be instituted by or against Grand Trunk, or (b) in the event that Grand Trunk shall make any assignment for the benefit of creditors or shall permit or there shall occur any involuntary transfer of its interest hereunder or of all, or substantially all of its property by bankruptcy, the appointment of a receiver or trustee, execution, any other judicial or administrative decree or process, or otherwise, unless in every such case such proceedings shall be dismissed or such assignment, transfer, decree or process shall within sixty (60) days from the filing or other effective date thereof be nullified or otherwise rendered ineffective. In the event that General Foods fails for a period of sixty (60) days after receipt of notice of its failure to perform any of its obligations hereunder, Grand Trunk may forthwith terminate this agreement.

10. Grand Trunk agrees to return The Cars to General Foods at a point on Grand Trunk's rails designated by General Foods and reasonably acceptable to Grand Trunk at the expiration of this agreement, as hereinafter provided, free from all liens and charges whatsoever, in the same or as good condition, order and repair as received, ordinary wear and tear excepted and subject to the provisions of paragraph 7 hereof, and with all the same kind and character of devices, appliances or appurtenances with which The Cars were equipped at time of delivery to Grand Trunk. However, the preceding sentence shall not apply to any Car which has been destroyed during this agreement, and which is referred to more specifically in paragraph 7 above.

11. General Foods expressly agrees that Grand Trunk may collect and retain any and all per diem and/or mileage charges applicable to The Cars.

12. It is understood and agreed that The Cars may at the time of delivery to Grand Trunk be subject to the provisions of an equipment trust or lease and may thereafter be subjected to one or more other equipment trust or lease agreements by General Foods. It is further understood that The Cars will be stencilled or plated from time to time at General Foods expense to set forth the ownership of The Cars by the trustee, trustees, lessor or lessors under such equipment trust or lease agreements and that this agreement is and shall at all times be subject to the rights of the trustee, trustees, lessor or lessors under such equipment trust or lease agreements. General Foods shall at all times during this agreement comply with the terms of such equipment trust or lease agreements.

13. Unless the written consent of General Foods shall be first obtained, Grand Trunk shall not assign this lease or any of its rights or interests hereunder, nor sub-lease any Car or part thereof, nor permit any of its rights or interests hereunder to become subject to any lien, charge, or encumbrance of any kind.

14. This agreement constitutes the entire agreement between General Foods and Grand Trunk and supersedes all prior agreements or negotiations on this subject matter whether written or oral.

No agent of either party shall have the authority to change or modify any of the terms herein without the express written consent of duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in two counterparts, each of which shall be deemed an original, as of the date and year first above written.

GENERAL FOODS CORPORATION

By Howard W. Jones GK  
Director of Transportation

ATTEST:

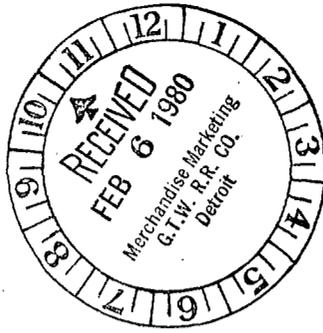
John R. Canning

GRAND TRUNK WESTERN RAILROAD COMPANY

By Walter H. Bremer  
Vice President-Marketing

ATTEST:

Robert H. Walker



STATE OF MICHIGAN )  
 ) ss.:  
COUNTY OF WAYNE )

On this 8<sup>th</sup> day of February, 1980, before me personally appeared Walter H. Cramer, to me personally known, who being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD COMPANY, that the seal affixed hereto is the corporate seal of said corporation, that the foregoing instrument was signed 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, Wayne County, Mich.

J. ISABELLE MATUSKO  
Notary Public, Oakland County, Michigan  
Acting in Wayne County, Michigan  
~~My Commission Expires March 14, 1983~~

My Commission expires: ~~March 14, 1983~~

(Corporate Seal)

(Notarial Seal)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF WESTCHESTER )

On this 11<sup>th</sup> day of February, 1980, before me personally appeared Howard W. Jones, to me personally known, who being by me duly sworn, says that he is Director of Transportation of the GENERAL FOODS CORPORATION; that the seal affixed hereto is the corporate seal of said corporation, that the foregoing instrument was signed 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.

*Joyce H. Messman*

Notary Public, Westchester County,  
New York

My Commission expires: 3/30/80

(Corporate Seal)

(Notarial Seal)

JOYCE H. MESSMAN  
Notary Public, State of New York  
No. 60-7912620  
Qualified in Westchester County  
Term Expires March 30, 1980