

Transportation Corporation of America

P. O. BOX 218 • CHICAGO HEIGHTS, ILLINOIS 60411
AREA CODE 312 • 757-5900

Date: February 6, 1981

No. 1-042A186

Date FEB 11 1981

Fee \$ 50.00

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Ave., N.W.
Washington, D.C. 20423

12922 ICC Washington, D. C.
RECORDATION NO. _____ Filed 1425

FFB 11 1981 -3 00 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, are five (5) copies of the following:

Lease Agreement No. 010681 dated January 6, 1981
Rider No. N/A dated N/A
between TRANSPORTATION CORPORATION OF AMERICA and
Minneapolis, Northfield and Southern Railway, Inc.
Recordation No. N/A
No. of Cars: One Hundred (100)
Description of Cars: 4750 Cu. Ft. 100-Ton Covered Hopper Cars
Car Numbers: MNS 3100 through MNS 3199, both inclusive

The names and address of the parties hereto are as follows:

Lessor:

Lessee:

Transportation Corporation of America
P. O. Box 218
Chicago Heights, IL 60411

Minneapolis, Northfield and Southern Railway, Inc.
2859 Louisiana Avenue North
Minneapolis, Minn. 55427

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to S. D. Christianson, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining four (4) copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$ 50.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA



S. D. Christianson

Vice President - Finance

Enclosures

A wholly owned subsidiary of The Duchossois/Theall Group

RECEIVED
FEB 11 2 59 PM '81
I.C.C.
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

2/13/81

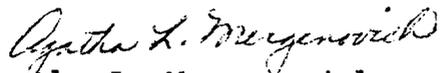
OFFICE OF THE SECRETARY

S.D. Christianson
Vice President-Finance
Transportation Corp. of America
P.O.Box 218
Chicago Heights, Illinois 60411

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/11/81** at **3:00pm**, and assigned re-
recording number(s). **12922 & 12922-A**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

LEASE AGREEMENT

FFB 11 1981 -3 00 PM

INTERSTATE COMMERCE COMMISSION

This AGREEMENT, No. D10681, made and entered into January 6, 1981, by and between TRANSPORTATION CORPORATION OF AMERICA, an Illinois Corporation, Box 218, Chicago Heights, Illinois, (herein called "LESSOR") and Minneapolis, Northfield and Southern Railway, Inc., a Minnesota Corporation, (herein called "LESSEE").

WITNESSETH:

Description of
Leased Cars:

(1) LESSOR agrees to furnish to the LESSEE, and the LESSEE agrees to rent from LESSOR the cars specified within Attachment A which is affixed hereto and made a part hereof, and such additional Riders as may be added hereto from time to time by agreement of the parties and signed by their duly authorized representatives. Each attachment shall set forth a brief description of the car, or cars, covered thereby including such facts as: number of cars, car numbers, the A.A.R. or I.C.C. specification, cubic capacity, truck capacity, delivery point, rental, commodity service, term throughout which the cars shall remain in LESSEE'S service, and other pertinent information that may be desired by both parties.

Use of Cars:

(2) LESSEE agrees to use said cars within the continental limits of the United States (any use in Mexico and Canada shall be incidental and temporary) for the transportation of the commodities ("Commodity Service") stated in Attachment A applicable to said cars; and that said cars will at all times be used and operated in compliance with all lawful acts, rules, regulations and orders; and further agrees upon the expiration or termination of the Rental Term ("Rental Term") applicable to such cars set forth in Attachment A to cause said cars to be returned to LESSOR at its plant in Chicago Heights, Illinois, or at a mutually agreeable location, in the same, or as good, condition in which they were furnished, except for ordinary wear and tear.

Rent:

(3) LESSEE agrees to pay LESSOR the Fixed Rental ("Fixed Rental") stated in Attachment A from the date each car is delivered as specified in Attachment A and until cars are delivered to LESSOR upon expiration of the Rental Term specified in Attachment A. Such rentals shall be paid to TRANSPORTATION CORPORATION OF AMERICA, Box 218, Chicago Heights, Illinois, or such other place as the LESSOR or its Assignees may hereafter direct.

Term of Lease:

(4) This AGREEMENT shall be effective as of the date first set forth hereinabove and shall expire upon expiration of the Rental Term of the last car, or cars, covered hereunder. The Rental Term for each car shall be as specified within Attachment A.

Maintenance,
Taxes and
Insurance:

(5)(a) LESSOR will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each Car during its lease term and any extension thereof, including but not limited to repairs, maintenance and servicing unless the same was occasioned by the fault of Lessee while a Car was in the physical possession of LESSEE. LESSEE shall be responsible to inspect all Cars interchanged to it to insure that such Cars are in good working order and condition and shall be liable to LESSOR for any repairs required for damage not noted at the time of interchange. LESSEE hereby transfers and assigns to LESSOR for and during the lease term of each Car all of its right, title and interest in any warranty in respect to the Cars. All claims or actions on any warranty so assigned shall be made and prosecuted by LESSOR at its sole expense and LESSEE shall have no obligation to make any claim on such warranty. Any recovery under such warranty shall be made payable to LESSOR. All proceeds from such recovery shall be used to repair or replace the Cars.

(b) LESSEE may make running repairs to facilitate continued immediate use of a Car, but shall not otherwise make any alterations, improvements or additions to the Cars without prior written consent. If LESSEE makes an alteration to any Car without LESSOR'S prior written consent, LESSEE shall be liable to LESSOR for any revenues lost due to such alteration. Title to any such alteration, improvement or addition occurring in the course of or as a result of normal and customary maintenance shall be and remain with LESSOR.

(c) LESSOR shall make or cause to be made such inspections of, and maintenance and repairs to, the Cars as may be required. Upon request of LESSOR, LESSEE shall, at LESSOR'S expense, perform any necessary maintenance and repairs to the Cars on LESSEE'S railroad tracks as may be reasonably requested by LESSOR. LESSOR shall also make, at its expense, all alterations, modifications or replacement of parts, as shall be necessary to maintain the Cars in good operating condition throughout the term of the lease of such Cars.

Maintenance,
Taxes and
Insurance
(continued):

(d) LESSEE will at all times while this Agreement is in effect be responsible for the Cars while they are on LESSEE's Railroad tracks in the same manner that LESSEE is responsible under Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules--Freight for cars not owned by LESSEE which are operating on LESSEE's railroad tracks. LESSEE shall protect against the consequences of an event of loss involving the Cars while they are on LESSEE's railroad track, by maintaining a self insurance program which conforms to sound actuarial principles. If LESSEE elects to carry insurance, it shall furnish LESSOR concurrently with the execution hereof and thereafter at intervals of not more than 12 calendar months, with a certificate of insurance signed by an independent insurance broker with respect to the insurance carried on the Cars. All insurance shall be taken out in the name of LESSEE and LESSOR (or its assignee) as their interests may appear.

(e) LESSOR shall keep the cars in good order and repair, ordinary wear and tear excepted, comply with any additional requirements for safety appliances and construction hereinafter specified by American Association of Railroads, Interstate Commerce Commission, United States Department of Transportation, and satisfactory for interchange in accordance with Association of American Railroads' rules, and all at its own cost and expense.

(f) In the event of the loss, destruction or irreparable damage to any of the cars from any cause whatsoever, except while in possession of LESSOR, during the continuance of this lease, the LESSEE shall promptly and fully inform the LESSOR in regard to such loss, destruction or damage.

(g) LESSOR may require LESSEE to return Cars for preventive maintenance or repairs and may withdraw from this Lease any Cars which LESSOR deems uneconomical to maintain or repair.

(h) LESSOR may, at any time and from time to time, replace any Cars withdrawn from service under the terms of this Lease or which are lost, stolen, or destroyed, with Cars of like or similar specifications and such replacement shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to LESSEE at the time and at the place of the Cars for which they are substituted. The parties agree to execute amendments to this Lease and such other and further documents as may be required by either party hereto so as to evidence the withdrawal, release or substitution of any Cars in accordance with the terms of this Lease Agreement.

Maintenance,
Taxes and
Insurance
(continued):

(i) LESSOR agrees to reimburse LESSEE for all taxes, assessments and other governmental charges of whatsoever kind or character paid by LESSEE relating to each Car and on the Lease, delivery or operation thereof which may be accrued, levied, assessed or imposed during the Lease term or which remain unpaid as of the date of delivery of such Car to LESSEE, except taxes on net income imposed on LESSEE.

Marking of
Cars:

(6)(a) The LESSOR shall plainly, permanently stencil the ownership legend on each new car in letters not less than one (1) inch in height, reading:

TITLE TO THIS CAR SUBJECT TO DOCUMENTS FILED WITH
THE INTERSTATE COMMERCE COMMISSION

and immediately replace any such stencilling which becomes illegible, wholly or in part. Should changes or additions be required in the foregoing legend, LESSEE shall make such changes or additions, and the expense thereof shall be borne by the LESSOR. The LESSEE shall keep the Cars free from any marking which might be interpreted as a claim of ownership thereof by anyone other than the LESSOR: and will not change, or permit to be changed, the identifying road numbers.

(b) LESSEE represents and warrants that subject cars are now and shall remain throughout the term of this Lease marked and identified in accordance with the car numbers and other identification marks provided for within Attachment A.

Registration
and Record
Keeping:

(7)(a) LESSEE shall during the term of this Agreement prepare all documents for filing relating to the registration, maintenance and record keeping functions normally performed by LESSEE with respect to the Cars, and shall perform all record keeping functions related to the use of the Cars by LESSEE and other railroads in accordance with AAR railroad interchange agreement and rules, at no cost to LESSOR. Such matters shall include but are not limited to the preparation of the following documents: (i.) registration for each Car in the Official Railway Equipment Register and the Universal Machine Language Equipment Register, and (ii.) such reports as may be required from time to time by the ICC and/or other regulatory agencies with respect to the Cars.

(b) Each and every Car leased hereunder shall be registered by LESSEE in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. Correspondence from railroads using such Cars shall be addressed to LESSEE at such address as they shall select.

Registration
and Record
Keeping
(continued):

(c) All record keeping performed by LESSEE hereunder and all record of payments, charges and correspondence related to the Cars shall be separately recorded and maintained by LESSEE in a form suitable for reasonable inspection by LESSOR from time to time during regular LESSEE business hours. LESSEE shall supply LESSOR with such reports regarding the use of Cars by LESSEE on its railroad line as LESSOR may reasonably request.

Indemnifi-
cation:

(8) LESSOR will indemnify and hold LESSEE harmless against loss, or damage caused to any of said Cars by any cause whatsoever occurring during the term of this Agreement, and LESSOR will further indemnify and hold LESSEE harmless against any claim for injury to person, including death resulting therefrom, or damage to property, including contents of said Cars, growing out of the use of said Cars under the terms of this Lease agreement. LESSOR will also reimburse LESSEE the expenses which LESSEE may incur in its defense of any of the claims or suits which are the subject of this Section 8 - Indemnification.

Casualty
Occurrence:

(9) (See the terms set forth in Attachment A under the heading "Casualty Occurrence".)

Subleasing and
Assignment:

(10)(a) LESSEE will not sublease or assign said Cars or any of its rights, without the written consent of the LESSOR.

(b) LESSOR may assign, pledge, mortgage, transfer or otherwise dispose of all of its rights, titles and interests herein, either in whole or in part ("ASSIGNMENT"). No notice of such ASSIGNMENT need be given to the LESSEE. The rights of any assignee specified in any such ASSIGNMENT or the rights of any party or parties on behalf of whom such assignee is acting, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever, whether arising out of any breach of any obligation of the LESSOR hereunder or by reason of any other indebtedness or liability of any time owing by the LESSOR to the LESSEE. The making of any ASSIGNMENT by LESSOR shall not serve to relieve the LESSOR or the LESSEE of any liability or undertaking hereunder nor pose any liability or undertaking hereunder upon any such assignee.

(c) In the event LESSOR sells its interest in any of the subject cars, LESSOR will inform LESSEE of LESSOR'S intention to so transfer its right, title and interest to the Car(s) prior to such transfer becoming effective.

Liens:

(11) The LESSEE shall keep the Cars free from any encumbrances or liens which may be a cloud upon, or otherwise affect the LESSOR'S title, which arise out of any suit involving LESSEE, or any act, omission or failure of LESSEE to comply with the provisions of this Lease and shall promptly discharge such lien, encumbrance or legal process.

Remedies:

(12) Upon the happening of any of the events of default as herinafter defined, the LESSOR or its Assignee may then, or at any time thereafter, take possession of the Cars and any accessions thereto, wherever same may be found, and, at the election of the LESSOR or the Assignee, as the case may be, declare the Agreement immediately terminated, in which event all rights of the parties hereunder shall cease except the obligation of the LESSEE to pay accrued rentals to the date of retaking.

Default:

(13) The happening of any of the following events shall be considered an "event of default" hereunder:

(a) nonpayment of the LESSEE within thirty (30) days after the same becomes due of any installment of rental hereunder;

(b) failure of the LESSEE to comply with, or perform, any of the other terms and conditions of this Agreement within thrity (30) days after receipt of written notice from the LESSOR, or its Assignee, demanding compliance therewith and performance thereof;

(c) The appointment of a receiver or trustee in bankruptcy for the LESSEE or for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligations of the LESSEE hereunder within thirty (30) days after such appointment.

Patent
Indemnifi-
cation:

(14) LESSOR shall indemnify, protect and save harmless the LESSEE from all claims, demands, damages, including royalties, judgments (including court costs), attorneys' fees, and expense in any way arising out of, or on account, of, the use of any or all patented inventions, employed in and about the construction, repair, alterations, or improvements of the Cars, or any part thereof, which are incorporated in any Car atthe inception of this Agreement of Riders added hereto.

Filing:

(15) The LESSOR intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with the Interstate Commerce Commission Act. The LESSEE shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by LESSOR, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Agreement, and the LESSEE will promptly furnish to LESSOR certificates or other evidences of all such filing, registering and recording in form satisfactory to LESSOR. The LESSOR shall promptly reimburse LESSEE

Filing(continued): for any out-of-pocket expenses it may so incur.

Inspection: (16) LESSEE shall allow the LESSOR at its own cost and expense to inspect the Cars at any reasonable time or times.

Miscellaneous: (17) It is mutually agreed that the time of payment of rentals is of the essence of this contract and that this Agreement and any Rider now and hereafter entered into is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement on the Cars heretofore or hereafter created and to the rights of any Trustee under any Equipment Trust heretofore or hereafter established by the LESSOR.

(18) The terms of the Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, in which State it has been executed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

TRANSPORTATION CORPORATION OF AMERICA
"LESSOR"

(CORPORATE SEAL)

ATTEST:

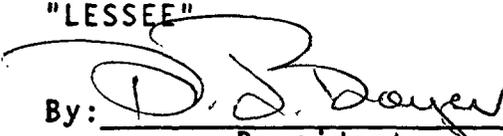
By: 
President

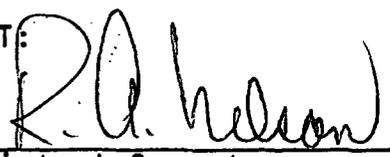

Assistant Secretary

MINNEAPOLIS, NORTHFIELD AND SOUTHERN
RAILWAY, INC.
"LESSEE"

(CORPORATE SEAL)

ATTEST:

By:  **D. J. BOYER**
President PRESIDENT


Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of February 1981, before me personally appeared C. H. Wright, to me personally known who being by me duly sworn, says that he is a ~~Vice~~ President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, 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 pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James R. Hney
Notary Public

(SEAL)

My Commission Expires: 1-11-85

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 2nd day of February, 1981, before me personally appeared D. J. Boyer, to me personally known who being by me duly sworn, says that he is President of MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., an Minnesota corporation, 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 pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dennis B Kowal
Notary Public

(SEAL)

My Commission Expires:
August 3, 1984

TRANSPORTATION CORPORATION OF AMERICA
ATTACHMENT A
TO MNS LEASE NO. 010681 DATED JANUARY 6, 1981
(Consisting of 4 pages)

IT IS HEREBY AGREED THAT, effective January 6, 1981, this Attachment A shall become a part of MNS LEASE NO. 010681 dated January 6, 1981, between TRANSPORTATION CORPORATION OF AMERICA and MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., and the Cars described herein shall be placed in MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC. service, subject to the terms and for the rental set forth below:

| | |
|---|--|
| CAR INITIAL AND NUMBERS: | MNS 3100 Through MNS 3199, both inclusive |
| CAR OWNER'S MARKS: | Title to this car subject to documents filed with the Interstate Commerce Commission. |
| CLASS OF CAR: | COVERED HOPPER (LO) |
| COMMODITY SERVICE: | GRAIN |
| NUMBER OF CARS: | ONE HUNDRED (100) |
| TRUCK CAPACITY: | 100 - TON |
| CUBIC CAPACITY: | 4,750 Cubic Ft. |
| DELIVERY PERIOD | January and February, 1981 |
| DELIVERY POINT: | East Chicago, Indiana |
| RENTAL TERM: | Sixty (60) Months |
| RENT: | See Attachment A - Page Two |
| CASUALTY OCCURRENCE: | See Attachment A - Page Two |
| OPTION TO CANCEL: | See Attachment A - Page Three |
| ASSIGNMENT OF CARS: | LESSEE will assist LESSOR in developing assignments for the Cars. |
| MOVEMENT OF CARS OVER MN&S LINES: | Car movements over MN&S lines will be at no charge to LESSOR. No Per Diem charges will be assessed to the LESSOR by the LESSEE on the subject Cars while the Cars are on MN&S lines. LESSEE will hold Cars on MN&S tracks for the LESSOR without charge. |
| CERTIFICATE OF INSPECTION AND ACCEPTANCE: | Exhibit "I": attached hereto and made a part hereof. |

RENT:

As monthly rental, the LESSEE shall pay to the LESSOR all monthly car hire and mileage earned ("Rental") by the Cars which are the subject of this Attachment A, less an Administrative Charge, as defined hereafter. The car hire and mileage rentals will be as determined in the published applicable Association of American Railroads ("AAR") Hourly and Mileage Car Hire Rate Table, ("Car Hire Rate Table"), Circular No. OT-10, Appendix R, effective July 1, 1980, and/or its amendments or successors to the date such rental is due as compared to that Car Hire Rate Table in effect on October 20, 1980. The amounts earned by the subject cars shall be payable to the LESSOR on the 15th day of each calendar month after the Rental has been received, for a total of Sixty (60) monthly rental payments.

The Administrative Charge will be \$40.00 per month, per car. However, that Administrative Charge shall be increased or decreased each month in proportion to the increase or decrease of the Car Hire Rate Table which is in effect on the first day of the month in which the relevant Monthly Rental payment is due, as compared to the Car Hire Rate Table in effect on October 20, 1980.

All Rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago Heights, Illinois, on the date payments are due hereunder.

The LESSEE shall collect from other railroads over whose lines any of said cars shall be operated or used the applicable care hire earned by such cars and shall keep all records pertaining to movements thereof. LESSEE shall furnish LESSOR complete monthly reports based on car hire reports for all movements of such cars, both loaded and empty, and the railroad monthly car hire reports received by LESSEE shall be prima facie evidence of the facts reported therein.

CASUALTY OCCURRENCE:

In the event any car shall be or become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within Ten (10) days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. ~~At the next rental date thereafter, when the earnings of such car has been determined the LESSEE shall pay to the LESSOR an amount equal to the rental due hereunder for such car to the date of such payment plus a sum equal to the depreciated valuation of such cars as provided for in the interchange rules of the Association of American Railroads.~~ Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

The LESSEE shall pay to the LESSOR within 10 days of receipt an amount equal to the depreciated value of such car as provided for in the interchange rules of the Association of American Railroads.

MW
DAB 7/2/81

CASUALTY OCCURRENCE (continued):

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not extend the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

Notwithstanding the provisions of the foregoing the LESSEE may self-insure against casualty occurrence risks to the same extent that it self-insures any similar items of railroad equipment which it owns.

OPTION TO CANCEL:

This Lease may be terminated by either LESSOR or LESSEE (however, LESSEE may not terminate if it is in default of any term or provision of this Lease) delivering to the other party a written notice stating the termination date. That termination date must not be less than 90 days from the date said notice is delivered to the party entitled to receive said notice.

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of Minneapolis, Northfield and Southern Railway, Inc. (LESSEE) hereby certifies that he has made a thorough examination of the following Railroad Cars bearing numbers as follows:

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CAR NUMBERS</u> |
|-------------------|--|---|
| One Hundred (100) | 4750 Cu. Ft. Capacity 100-Ton Covered Hopper Cars | MNS 3100 Thru MNS 3199, both inclusive |

and hereby accepts them for Lessee under and pursuant to that certain Attachment A for Lease dated January 6, 1981 between TRANSPORTATION CORPORATION OF AMERICA and LESSEE: that each of said Cars is plainly marked and stenciled on both sides of each Car with the words:

**Title to this car subject to documents filed with
the Interstate Commerce Commission.**

in readily visible letters, not less that 1" in height; and that each of said Cars fully complies with the requirements, standards and specifications referred to in said Lease.

Inspector for Minneapolis, North-
field and Southern Railway, Inc.
LESSEE

Dated this _____ day of _____, 19____.

EXHIBIT "I"