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Attorney

RECORDATION NO. 6736 A FILE 1425
JAN 18 1982 -2 25 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 6736 F FILE 1425
JAN 18 1982 -2 25 PM
INTERSTATE COMMERCE COMMISSION



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

January 15, 1982
File: 352-Sep.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Room 2215
12th & Constitution Ave., N.W.
Washington, D.C. 20423

2-018A098
No.
Date JAN 18 1982
Fee \$ 20.00
Sub 240.00
ICC Washington, D. C.

RE: ICC Recordation No. 6736 A-B

Dear Mrs. Mergenovich:

Enclosed for recordation with the Interstate Commerce Commission are four counterparts of

1. Sublease of Railroad Equipment, dated January 13, 1982, and
2. Statement of New Identifying Numbers,

both pursuant to a lease dated as of August 1, 1972, between The Bank of New York, as lessor, and Grand Trunk Western Railroad Company, as lessee.

The lease and related agreements were filed with the Commission on September 13, 1972 and assigned recordation numbers 6336 A-B.

Both documents now submitted are secondary documents.

Parties to the enclosed sublease are:

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

Sublessee: Amway Corporation
Ada, Michigan 49355

Please cross reference these documents to The Bank of New York as lessor on the lease agreement. Its address is 48 Wall Street, New York, New York, 10015.

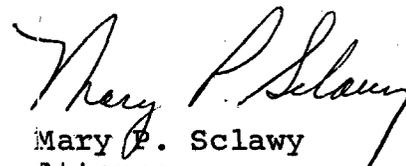
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JAN 18 1982
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Mrs. Agatha L. Mergenovich
Secretary, I.C.C.
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Page Two

The cars which are being subleased and renumbered pursuant to the enclosed documents are 12 covered hopper cars to bear reporting marks as shown on Schedule A, attached hereto.

Also enclosed is our check No. 554 in the amount of \$20.00 for recordation of the two documents. Please accept one counterpart of each document for filing, stamp the remaining counterparts with your recordation number and return them with your fee receipt to the undersigned.

Sincerely,


Mary P. Sclaw
Attorney

MPS:bjm
Enclosures

SCHEDULE A

<u>OLD CAR NUMBER</u>	<u>NEW CAR NUMBER</u>
1. GTW 315191	AMWX 1001
2. GTW 315193	AMWX 1002
3. GTW 315195	AMWX 1003
4. GTW 315204	AMWX 1004
5. GTW 315205	AMWX 1005
6. GTW 315209	AMWX 1006
7. GTW 315212	AMWX 1007
8. GTW 315214	AMWX 1008
9. GTW 315216	AMWX 1009
10. GTW 315217	AMWX 1010
11. GTW 315218	AMWX 1011
12. GTW 315221	AMWX 1012

Interstate Commerce Commission
Washington, D.C. 20423

1/19/82

OFFICE OF THE SECRETARY

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

Dear **Ms. Sclawy:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/18/82** at **2:55pm**, and assigned re-
recording number(s). **6736-D & 6736-E**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

REGISTRATION NO. 6736-9
JAN 18 1982 - 2 5:3 P.M.
INTERSTATE COMMERCE COMMISSION

SUBLEASE OF RAILROAD EQUIPMENT

THIS AGREEMENT OF SUBLEASE dated this 13th
of January, 1982, by and between AMWAY CORPORATION, a
Michigan Corporation, (hereinafter called "Amway") and GRAND TRUNK
WESTERN RAILROAD COMPANY, a corporation of Michigan (hereinafter
called "Grand Trunk").

WITNESSETH:

WHEREAS, Grand Trunk leases 50 covered hoppers bearing GTW
numbers 315180 - 315229, pursuant to a lease, dated as of August 1,
1972, as amended or hereinafter amended (the "Lease"), between
Grand Trunk as lessee and The Bank of New York as lessor (the "Lessor"),
and said covered hoppers are also subject to a conditional sale
agreement, dated as of August 1, 1972, (the "CSA") between Pullman
Incorporated (Pullman - Standard division) as vendor (the "Vendor")
and The Bank of New York as vendee, both the Lease and the CSA having
been assigned as security to The Confederation Life Insurance Company
(the "Investor") by documents dated as of August 1, 1972;

WHEREAS, Grand Trunk desires to sublease twelve (12) of
said covered hopper Cars to Amway and Amway desires to sublease the
same from Grand Trunk, said sublease at all times to be subject and
subordinate to the Lease and the CSA;

WHEREAS, Grand Trunk has determined that the sublease of
these covered hoppers will not adversely affect the general covered
hopper supply to other rail shippers;

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

1. Grand Trunk hereby subleases to Amway and Amway
hereby subleases from Grand Trunk twelve (12)
covered hoppers in GTW series 315180 - 315229,
(hereinafter the "Cars", and individually, a "Car"),
for the term and at the rental and subject to all
the other terms and conditions herein set forth.
The specific Cars subleased hereunder are set forth
in Schedule A, attached hereto and made a part
hereof. Grand Trunk hereby agrees to comply with

all applicable governmental (and railroad industry) rules and regulations relating to this Sublease and the condition of the Cars and with all applicable terms of the Lease and the CSA.

2. Grand Trunk agrees to deliver each of the Cars, as soon as possible after the execution of this Sublease, to Amway at a point or points mutually acceptable to both parties. Each of the Cars shall be subject to a joint inspection before its first loading; and the signing of the bill of lading on each loaded Car for Amway will constitute acceptance thereof by Amway 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; except that, once a Car is accepted, Amway may reject and return the Car at Grand Trunk expense if a latent defect is discovered in the Car prior to its second loaded movement. The Cars shall be stencilled with AMWX markings and identifying numbers 1001-1012 inclusive, plainly, distinctly and conspicuously on each side of each Car, in letters and numbers not less than ten inches in height. Grand Trunk shall so stencil the Cars and Amway shall bear the cost of said stencilling.
3. The term of this Sublease with respect to each Car shall commence on the date of its delivery and acceptance by Amway and shall continue for a period of six (6) months and from month to month thereafter, subject to termination at the end of the calendar month which is 6 months after the delivery and acceptance of the first Car or at the end of any calendar month thereafter, by either party giving to the other thirty (30) days written notice of intention to do so, and the Cars shall be returned in accordance with Section 11.

4. Amway agrees to pay Grand Trunk as rental per Car during the term of this Sublease, except as hereinafter provided, an amount equal to Three hundred thirty-two (\$332.00) per month. For any partial month, the rental shall be the daily equivalent of such amount for each day the Car is under sublease. Such rental shall cease to be payable with respect to (1) any Car, suffering a Casualty Occurrence (as defined in Section 8 hereof); (2) on the day that a Car requires repair pursuant to Section 7 hereof and until such repairs are completed, except that the rental shall be due for the first ten (10) days of repair if the repair is caused by the act of Amway; (3) during a period of detention caused by an embargo issued by the Grand Trunk or a strike condition occurring on the Grand Trunk; and (4) during a period the Car is not available to Amway due to error on the part of the Grand Trunk or act of the Lessor. Grand Trunk shall render monthly bills against Amway covering the aforesaid rental payments and Amway shall pay such bills within thirty (30) days after their receipt. Grand Trunk will reimburse Amway for all loaded miles, on each Car, an amount equal to twenty-six cents (.26) per loaded mile.
5. At all times during the continuance of this Sublease, Amway will cause all the Cars to bear Amway identifying markings and identifying numbers as set forth in Schedule A referred to in Section 2 hereof, and shall cause such markings and numbers to be maintained at all times. Amway shall cause the Cars to be registered in the OFFICIAL RAILWAY EQUIPMENT REGISTER ICC RER 6410 as amended and in the UNIFORM MACHINE LANGUAGE EQUIPMENT REGISTER.

6. Amway shall not by reason of the Sublease or any action taken hereto acquire or have any right or title in the Cars except the rights herein expressly granted to it as Sublessee, which rights are acknowledged to be subject and subordinate to the rights of the Lessor under the Lease and the Investor under the assignments of the Lease and the CSA.
7. Grand Trunk shall make or pay for FRA inspections, changes occasioned by FRA regulations, maintenance and running repairs to the Cars as contemplated in the Association of American Railroads Code of Rules for the interchange of traffic, which is hereby made a part hereof. Grand Trunk shall make all other repairs to the Cars at the sole cost and expense of Amway. Amway shall not authorize repairs, other than running repairs, by any other party without the written consent of Grand Trunk which consent shall not be unreasonably withheld.
8. In the event that (a) any Car shall be or become worn out, lost, destroyed, or in the reasonable opinion of Grand Trunk, damaged or destroyed beyond economical repair, or obsolete; or (b) compliance with any law or rule would require the change or replacement or addition of any device or appliance, to or on any Car, in the opinion of Grand Trunk, compliance therewith would be uneconomical (such occurrences being herein called Casualty Occurrences), then, in any event, settlement shall be made in accordance with the Interchange Rules, applicable to freight cars. In the event any Cars require extensive changes in design, in order to be suitable for transportation at any time during this Sublease, such Cars shall be deleted from this Sublease.

If its general covered hopper supply so permits, Grand Trunk shall replace any such Car. In the event replacement is made, the rental charge shall commence from the date of delivery and acceptance by Amway of the replacement Car in accordance with Section 3.

9. No liability shall attach to Grand Trunk for injury, damage or loss of any kind whatsoever in connection with the use of the Cars, whether it be to person or property or to lading, and Amway agrees to hold Grand Trunk harmless for and against any claims or payments which Grand Trunk may be required to pay as a result thereof. Nothing contained in this paragraph 9 shall be construed to release Grand Trunk from any claims or liability resulting from negligence on the part of Grand Trunk, of any other railroad or from any inherent defect in the Car.
10. If Amway shall fail to perform or abide by any of its obligations hereunder for a period of thirty (30) days after receipt of notification thereof, Grand Trunk may terminate this Sublease immediately. In the event that Grand Trunk fails for a period of thirty (30) days after receipt of notice of its failure to perform any of its obligations hereunder, Amway may forthwith terminate this Sublease.
11. Upon termination of this Sublease with respect to any Car or Cars, Amway shall with reasonable promptness cause such Car(s) to be returned to Grand Trunk at a point or points on Grand Trunk rails as may be mutually agreed upon and there surrender same to Grand Trunk, free from all liens and charges, in as good order and repair as when delivered to Amway under this Sublease, ordinary wear and tear excepted. Cars shall be subject to prompt inspection and acceptance by Grand Trunk and Amway shall be responsible for damage, other than maintenance and running repairs.

12. Upon return of the Cars to Grand Trunk, Grand Trunk shall restencil each Car to its original identifying markings and numbers and Grand Trunk shall bear the cost of said restenciling. Amway shall cause the Cars to be deleted from the OFFICIAL RAILWAY EQUIPMENT REGISTER ICC RER 6410 as amended and in the UNIFORM MACHINE LANGUAGE EQUIPMENT REGISTER.
13. It is understood and agreed that the Cars are currently marked with the legend "The Confederation Life Insurance Company, Toronto, Canada - Security Owner" and the Cars will be stencilled or plated from time to time at Grand Trunk's expense to maintain such markings on the Cars as required in the Lease and the CSA. Grand Trunk shall at all times during this Sublease comply with the terms of the Lease.
14. Grand Trunk covenants that Amway shall lawfully, peaceably and quietly hold, possess and enjoy the Cars covered by this Sublease without any let, hindrance, dispossession or interference by Grand Trunk or anyone lawfully claiming by, through or under Grand Trunk, except pursuant to the provisions of this Sublease, provided however that it is agreed and understood that the rights of Amway pursuant to this Sublease are subordinate to the rights of the Lessor and those claiming through the Lessor pursuant to the Lease and the Vendor and those claiming through the Vendor on the CSA. Should the said Lessor or Vendor or anyone claiming through them assert any claims as to any Cars by virtue of its rights pursuant to the Lease or the CSA, Amway, if in any way adversely affected thereby, may terminate this Sublease.

15. Without prior written consent of Grand Trunk, Amway shall not (a) assign, transfer or encumber its leasehold interest under this Sublease; (b) loan, hypothecate, or otherwise transfer or dispose of any of the Cars; or (c) make any changes or additions to the Cars. Any changes or additions made will be considered permanent and Amway will have no right to alter or remove them.
16. Amway and Grand Trunk shall be liable for all State property assessments levied against the Cars and the use thereof. Payment shall be made by Grand Trunk for the year 1981. In each year thereafter, the party controlling the Cars at the close of the period covered by such assessments shall pay such assessments. The party making payment shall render a bill to the other party equal to its prorata share (based on control of Car or Cars during the period covered by the assessment) and such bill shall be paid within thirty (30) days after receipt.
17. Amway will not use any Car in any manner not permitted by the Lease or the CSA.
18. Either party providing any notice to the other pursuant to this Sublease will send a copy of such notice to The Bank of New York, 48 Wall Street, New York, New York 10015. Attention: Leasing Department.
19. The terms of this Sublease and the rights and obligations of the parties hereto may not be changed or terminated orally but only by an agreement in writing, signed by both parties.

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

AMWAY CORPORATION

BY *Patrick J. Conlon*
Patrick J. Conlon
ITS Vice President - Distribution

ATTEST:

Samuel J. Fullan

GRAND TRUNK WESTERN RAILROAD COMPANY

BY *W. H. Conner*
ITS Vice President - Marketing

ATTEST:

E. S. Intaine

APPROVED
LEGAL
DIVISION
W.H.A.
ATTORNEY
1-7-82
DATE

SCHEDULE A

<u>OLD CAR NUMBER</u>	<u>NEW CAR NUMBER</u>
1. GTW 315191	AMWX 1001
2. GTW 315193	AMWX 1002
3. GTW 315195	AMWX 1003
4. GTW 315204	AMWX 1004
5. GTW 315205	AMWX 1005
6. GTW 315209	AMWX 1006
7. GTW 315212	AMWX 1007
8. GTW 315214	AMWX 1008
9. GTW 315216	AMWX 1009
10. GTW 315217	AMWX 1010
11. GTW 315218	AMWX 1011
12. GTW 315221	AMWX 1012

STATE OF MICHIGAN,)
) SS.:
COUNTY OF WAYNE,)

On this 18th day of *December* 1981, before me personally appeared W. 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 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.

(Notarial Seal)

J. Isabelle Matusko
Notary Public

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

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

On this 13th day of *January* 1982, before me personally appeared *Patrick J. Conlon*, to me personally known, who, being by me duly sworn, says that he is a Vice President of Amway 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 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.

(Notarial Seal)

Patricia Ann Ostrander
Notary Public