

**Paul J. Graf**  
Group Attorney  
Transportation Systems & Industrial Group

**EVANS**  
PRODUCTS COMPANY

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

12970

RECORDATION NO. \_\_\_\_\_ Filed 1426

MAR 2 1981 -11 10 AM

INTERSTATE COMMERCE COMMISSION

February 9, 1981

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
Office of the Secretary  
Washington, D.C. 20423

REC  
Date 3/12/81  
Fee 50.00  
ICC Washington, D.C.

RE: Recordation of Lease between Virginia Central Railway and United States Railway Leasing Company dated November 4, 1981/0

Dear Mrs. Lee:

We are enclosing for filing and recording four fully executed counterparts of the above mentioned Lease.

Also enclosed is the Lessor's check in the amount of \$50.00, representing the recordation fee. Upon recordation, kindly return the originals to the undersigned at the letter-head address..

Very truly yours,



Paul J. Graf

PJG:sim

Enclosures

12970  
RECORDATION NO. \_\_\_\_\_, Filed 1425

MAR 2 1981 - 11 10 AM.  
INTERSTATE COMMERCE COMMISSION

**UNITED STATES RAILWAY LEASING COMPANY  
RAILROAD CAR LEASE AGREEMENT**

AGREEMENT made and entered into this 4th day of November, 19 80,  
between UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter  
called "United") and Virginia Central Railway  
a(n) \_\_\_\_\_ corporation, with its principal place of business at  
1000 Penn Mutual Tower, 570 Walnut St., Philadelphia, Pa. 19106  
(hereinafter called "Lessee")

**RECITALS**

Lessee desires to lease from United as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railroad Car Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

**AGREEMENT**

It is Agreed:

1. **Lease of Cars.** United agrees to lease to Lessee and Lessee agrees to and does hereby lease from United, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 attached hereto and by this reference made a part hereof and as set forth in Schedules which may from time to time be added to this Railroad Car Lease Agreement and thereby made a part hereof. The Lease shall become effective as to any Car immediately upon its delivery to and acceptance by Lessee pursuant to Paragraph 3. The Schedules added hereto shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as United and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in this Railroad Car Lease Agreement.

2. **Delivery of Cars.** United shall deliver the Cars as promptly as is reasonably possible. United's obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and United shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers or Car manufacturers, acts of God, governmental acts, regulations and restrictions or any other causes, casualties or contingencies beyond United's control. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse United for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of a Car, including specifically, but not exclusively, freight and switching charges for movement at any time and from time to time to and from repair shops, storage or terminal facilities.

3. **Condition of Cars - Acceptance.** All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within five days after United shall give Lessee notice that Cars are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point specified in the notice

and accept or reject them as to condition. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall upon delivery thereof to Lessee as above provided be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. At United's request, Lessee shall deliver to United an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

4. **Use and Possession.** Throughout the continuance of this Lease so long as Lessee is not in default under this Lease, Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with all Interchange Rules; (ii) in compliance with the terms and provisions of this Lease, (iii) in a careful and prudent manner, solely in the use, service and manner for which they were designed; (iv) only within the continental limits of the United States of America or in temporary or incidental use in Canada; and (v) in such service as will not constitute a train hauling predominantly a single commodity, such as coal or grain, between the same points on a regular basis, commonly referred to as a "unit train."

5. **Term.** This Lease shall be effective as to any Car on the date of delivery by United of such Car, as provided in Paragraph 2 hereof. The lease term with respect to all Cars covered by a particular Schedule shall commence on the Average Date of Delivery of the Cars covered by such Schedule and shall terminate upon expiration of the lease term specified in such Schedule unless sooner terminated in accordance with the provisions of this Lease.

6. **Rental.** (a) Per Car. During the term of this Lease, Lessee shall pay to United for each Car, commencing on the date of delivery thereof, the monthly rental specified in the applicable Schedule.

(b) Mileage Credits. If the Cars bear United's reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of United, but United shall credit time and mileage payments actually received by it (less taxes, other than income taxes, due or to become due on account thereof) against rental then or thereafter due under this Lease with respect to Cars covered by a particular Schedule; provided, however, that in no event shall the aggregate time and mileage payments credited exceed the total rental payable by Lessee.

7. **Payment.** Lessee shall make payment of all sums due hereunder to United in immediately available funds at the address provided in Paragraph 21 hereof, or such other place as United may direct. Rental payments shall be made monthly in advance on or before the 1st day of each month for which such rental is due, except that the first full month's payment shall, in addition, include rental covering any prior period of less than one month.

8. **Title.** Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

9. **Repairs.** Lessee shall perform or cause to be performed and shall pay all costs and expenses of all Repair Work without any abatement in rent or other loss, cost or expense to United. Any parts, replacements or additions made to any Car shall be accessions to such Car and title thereto shall immediately vest in United.

10. **Substitution of Cars.** United may, at any time and from time to time, replace any Casualty Cars with Replacement Cars and such Replacement Cars 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 in the place of Cars for which they are substituted. The parties shall execute amendments to the Schedule applicable to such Cars and such other or further documents as may be required

by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Lease and of any other document under which United has assigned its rights under such Schedule, as permitted in Paragraph 19 hereof.

11. **Abatement of Rent.** Rental payments on any Car shall not abate if such Car is out of service for Repair Work nor on account of any other reason whatsoever.

12. **Taxes.** Lessee shall be liable at all times for and shall pay or reimburse United for payment of all Federal, State or other governmental charges or taxes assessed or levied against the Cars, including but not limited to (i) all Federal, State or other governmental property taxes assessed or levied against the Cars; (ii) all Federal, State or local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (iii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iv) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars.

13. **Liens.** Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under Lessee which may be a cloud upon or otherwise affect United's title, including, but not limited to liens or encumbrances which arise out of any suit involving Lessee, or any act or omission of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

14. **Indemnities – Patent Covenants.** Lessee agrees to indemnify United and hold it harmless from any loss, expense or liability which United may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of a Car while subject to this Lease, excepting only any such loss, expense or liability which arises solely from United's negligence. United agrees to indemnify Lessee and save it harmless against any charge, loss, claim, suit, expense or liability arising out of or on account of the use or incorporation by United upon delivery of a Car or upon the making of repairs thereto by United, of any invention or the infringement of any patents; except if such invention was used or incorporated by reason of Lessee's specifications. The term "United" shall mean and include any subsidiary, parent or affiliated corporation for all purposes of this Paragraph 14. Lessee's indemnity shall not eliminate the rights given Lessee under any manufacturer's warranty assigned to it pursuant to Paragraph 22. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

15. **Lettering – Inventory.** At United's election all Cars may be marked to indicate the rights of United, or an assignee, mortgagee, trustee, pledgee or security holder of United or a lessor to United and may bear the following inscription: "Title to this Car subject to documents recorded under Section 20c of the Interstate Commerce Act." Except for renewal and maintenance of the aforesaid lettering or lettering indicating that the Car is leased to the Lessee or to a sublessee in accordance with demurrage tariffs, no lettering or marking shall be placed upon any of the Cars by Lessee and Lessee will not remove or change the reporting marks and numbers indicated on the applicable schedule except upon the written direction or consent of United. United may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of United, but no more than once every year, furnish to United its certified inventory of all Cars then covered by this Lease.

16. **Loss, Theft or Destruction of Cars.** In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise United of such occurrence. Except where United shall have received payment for such Casualty Car from a handling railroad or other party under and pursuant to

Interchange Rules, Lessee shall, within 45 days after demand by United, promptly make payment to United in the same amount as is prescribed in the Interchange Rules for the loss of such Car. This Lease shall continue in full force and effect with respect to any Casualty Car irrespective of the cause, place or extent of any casualty occurrence, the risk of which shall be borne by Lessee, provided, however, that this Lease shall terminate with respect to a Casualty Car on the date United shall receive all amounts and things granted it on account of such Car under this Paragraph 16, and thereafter Lessee shall have no further liability to United under this Lease with respect thereto excepting accrued rent and liabilities arising or existing under Paragraphs 12, 13, and 14 hereof.

**17. Return of Cars.** Upon the expiration or termination of this Lease with respect to any Car (other than pursuant to Paragraph 16 hereof), Lessee shall at its sole cost and expense forthwith surrender possession of such Car to United by delivering same to United at such repair shop, storage or terminal facility as United may designate by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, shall be in need of no repairs, and shall be free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. If any of the Cars do not bear United's reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as United shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to United pursuant to this Paragraph 17, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Lessee is a railroad, Lessee agrees to provide storage at its expense, upon the request of United, for any or all of the Cars for a period of ninety (90) days from the date of expiration or termination of this Lease. Nothing in this Paragraph 17 shall give Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car.

**18. Default.** If Lessee shall fail to make any payment required under this Lease within 20 days after same shall have become due or shall default or fail for a period of 20 days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part under this Lease, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events United may at its election:

(a) terminate this Lease by written notice to such effect, and retake the Cars and thereafter recover as liquidated damages for loss of a bargain and not as a penalty, any and all damages sustained by reason of Lessee's default in addition to all rental unpaid as of said date; or

(b) without terminating the Lease repossess the Cars, and may relet the same or any part thereof to others upon such rental and other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. United shall not be obligated to accept any lessee offered by Lessee, or to do any act or exercise any diligence whatsoever in the procuring of another lessee to mitigate the damages of Lessee or otherwise. The election by United to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained. The obligation to pay such deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the termination of the Lease and the retaking of the Cars.

The remedies provided in this Paragraph 18 in favor of United shall not be deemed exclusive but

shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies in United's 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.

**19. *Sublease and Assignment.*** The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of United; provided, however, that Lessee shall have the right to sublease any of the Cars for single trips within the continental limits of the United States to its customers or suppliers where the sole purpose of such sublease is to obtain exemption from demurrage on the subleased Cars. Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease;

(b) all rights of United under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any lease, chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by United provided only that so long as Lessee is not in default under the Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars. In the event that Lessee receives notice that United has assigned its rights under this Lease with respect to Cars subject to a particular Schedule, Lessee shall, if requested in writing by United or such assignee, make separate payment of rentals and other sums due with respect to such Cars to such place and person as United or such assignee shall from time to time designate. The right of any assignee or any party on behalf of whom such assignee is acting shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever, whether arising out of any breach of any obligation of United under this Lease or by reason of any other indebtedness or liability at any time owing by United to Lessee.

The making of an assignment or sublease by Lessee or an assignment by United shall not serve to relieve such party of any liability or undertaking under this Lease nor to impose any liability or undertaking under this Lease upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

**20. *Opinion of Counsel.*** Upon the request of United or its assignee, Lessee will deliver to United an opinion of counsel for Lessee, addressed to United or its assignee in form and substance satisfactory to counsel for United or its assignee, which opinion shall be to the effect that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder;

(b) this Lease has been duly executed on behalf of Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Cars which are then subject to the Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming by, through or under Lessee; and

(d) no governmental, administrative or judicial authorization, permission, consent, or approval or recording is necessary on the part of Lessee in connection with this Lease or any action contemplated on its part hereunder.

21. **Notice.** Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

United at:     The East Tower, Suite 900  
                  2550 Golf Road  
                  Rolling Meadow, Illinois 60008

or at such other addresses as United may from time to time designate by such notice in writing and to Lessee at the address first above written or any such other address as Lessee may from time to time designate by notice in writing.

22. **Warranty.** United agrees to assign to Lessee such rights as it may have under warranties, if any, which it may have received from the manufacturer of any Cars or parts therefor and shall at Lessee's expense cooperate with Lessee and take such action as may be reasonably requested to enable Lessee to enforce such rights. **United makes no warranty or representation of any kind, either express or implied, as to any matter whatsoever, including specifically but not exclusively, merchantability, fitness for a particular purpose extending beyond the description in the applicable Schedule, or the design, workmanship, condition or quality of the Cars or parts thereof which Cars have been accepted by Lessee hereunder; and United shall have no liability hereunder for damages of any kind, including specifically but not exclusively, special, indirect, incidental, or consequential damages on account of any matter which might otherwise constitute a breach of warranty or representation.** Lessee represents that all of the matters set forth in Paragraphs 20(a), (b) and (c) shall be and are true and correct at all times that any Car is subject to this Lease.

23. **Governing Law – Writing.** The terms of this Lease and all rights and obligations under this Lease shall be governed by the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. **Counterparts.** This Lease 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 may be evidenced by any such signed counterpart.

25. **Severability – Waiver.** If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of United to exercise any rights under this Lease shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. **Terminology.** In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. **Past Due Payments.** Any nonpayment of rentals or other sums due under this Lease, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount equal to twelve per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time from one week after the due date until such overdue sum is paid.

28. **Definitions.** For all purposes of this Lease the following terms shall have the following meaning:

(a) "Interchange Rules" — all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(b) "Average Date of Delivery" — that date which is determined by (i) multiplying the number of Cars delivered by United on each day by the number of days elapsed between such day and the date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered under the applicable Schedule and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car under the applicable Schedule. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a bill of lading showing delivery to Lessee or to a railroad for the account of Lessee.

(c) "Repair Work" — all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance necessary to keep and maintain the Cars in good working order and repair.

(d) "Casualty Cars" — Cars which are lost, stolen, destroyed or damaged beyond economic repair.

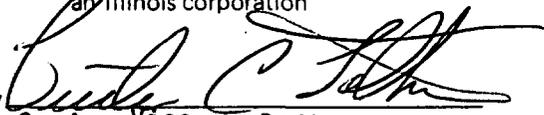
(e) "Replacement Cars" — Cars of substantially similar description and specification to that set forth in the applicable Schedule which are substituted for Casualty Cars.

29. **Benefit.** Except as otherwise provided in this Lease the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of United, and if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

IN WITNESS WHEREOF, United and Lessee have duly executed this Railroad Car Lease Agreement as of the day and year first above written.

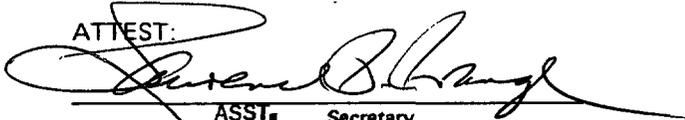
**UNITED STATES RAILWAY LEASING COMPANY**

an Illinois corporation

By   
Senior Vice \_\_\_\_\_ President

[CORPORATE SEAL]

ATTEST:

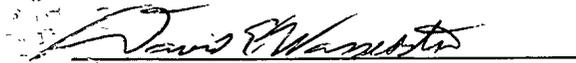
  
ASST. Secretary

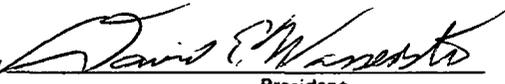
Virginia Central Railway

a(n) VIRGINIA corporation

[CORPORATE SEAL]

ATTEST:

  
Secretary

By   
President

**EXHIBIT A**

Schedule.....to Lease dated....., 19....., by and between United States  
Railway Leasing Company ("United") and.....("Lessee")

**CERTIFICATE OF ACCEPTANCE**

\_\_\_\_\_, 19\_\_\_\_

United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts  
\_\_\_\_\_ (\_\_\_\_\_) Cars bearing numbers as  
follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil  
on both sides of each Car with the words

**UNITED STATES RAILWAY LEASING COMPANY  
OWNER AND LESSOR**

Title to this Car subject to documents recorded  
under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms  
to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If  
the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the  
Cars are intended for actual use and movement in interstate commerce.

\_\_\_\_\_  
Lessee

STATE OF ILLINOIS  
COUNTY OF COOK

ss

On this 9th day of February, 1981, before me personally appeared Curtis S. Tatham, to me personally known, who being by me duly sworn, says that he is Sr. Vice President of United States Railway Leasing Company, and Laurence P. Prange Assistant Secretary of said corporation, that the seal 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M. Kute  
Notary Public

My Commission Expires June 13, 1983

STATE OF  
COUNTY OF

ss

On this.....day of ....., 19....., before me personally appeared....., to me personally know, who being by me duly sworn, says that he is ..... President of....., and..... to me personally known to be the.....Secretary of said corporation, that the seal 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

.....  
Notary Public

ADDENDUM TO RAILROAD CAR LEASE AGREEMENT  
DATED NOVEMBER 4, 1980, BY AND BETWEEN  
EVANS RAILCAR LEASING COMPANY, LESSOR  
AND  
VIRGINIA CENTRAL RAILWAY, LESSEE

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1. Paragraph 4, entitled "Use and Possession", is hereby amended by adding the words "and Mexico" after the word "Canada" on the eighth line of that paragraph.

2. Paragraph 12, entitled "Taxes" is hereby limited so as not to include the following taxes as being the responsibility of the Lessee: (a) Any and all Federal, state or local income taxes due or owing by United with respect to income derived from the Cars or the Lease; (b) any and all personal property taxes imposed by any jurisdiction on the Lease; and (c) any and all taxes, duties or imposts assessed or levied on the Lease by a foreign country and/or any governmental subdivision thereof.

  
3. Paragraph 17, entitled "Return of Cars", is hereby amended by eliminating the words "at such repair shop, storage or terminal facility as United may designate by notice to Lessee" on the third and fourth lines of that paragraph, and inserting therein the following:  
"at the repair shop, storage or terminal facility regularly used affiliated with United which is closest to the location of such Car at the time of such expiration of this Lease."

regularly used  
by United for  
contractual  
repairs or

4. Paragraph 18, entitled "Default", is hereby amended by eliminating the first paragraph thereof in its entirety and substituting the following paragraph in its place:

"If Lessee shall fail to make any payment required under this Lease within 20 days after same shall have become due or shall default or fail for a period of 20 days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part under this Lease, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, any of which action is not dismissed within one hundred twenty (120) days from the date of said proceeding, appointment or general assignment, then and in any of said events, United may, at its election, upon ten (10) days' prior written notice of its intention to do so:"

5. Paragraph 28(e), entitled "Definitions--Replacement Cars", is hereby amended by adding the following at the end thereof:

"so long as the substituted Cars are not older or in a lower UMLER bracket than the Casualty Car being replaced."

6. All references to "Section 20c of the Interstate Commerce Act" contained in the Lease and its Riders, Schedules and Exhibits are hereby amended to read "Section 11303 of the Interstate Commerce Act".

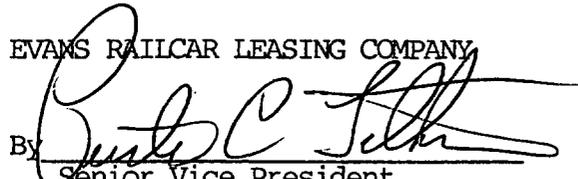
7. All references to "United States Railway Leasing Company" or "United" in the Lease and its Riders, Schedules and Exhibits are hereby amended to read "Evans Railcar Leasing Company" or "Evans".

This Addendum is to be a part of the Railroad Car Lease Agreement dated November 4, 1980, by and between Evans Railcar Leasing Company and Virginia Central Railway, and in the case of a conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control.

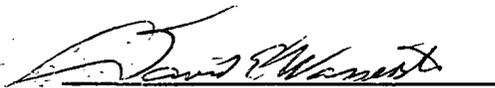
Attest:

  
ASST. Secretary

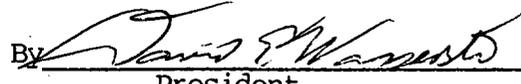
EVANS RAILCAR LEASING COMPANY

By   
Senior Vice President

Attest:

  
Secretary

VIRGINIA CENTRAL RAILWAY

By   
President

RIDER TO LEASE - EXHIBIT A

This Rider to Lease is hereby made a part of and is executed concurrently with that certain lease ("Lease") dated November 4, 1980, entered into by and between EVANS RAILCAR LEASING COMPANY ("Evans") and VIRGINIA CENTRAL RAILWAY ("Lessee").

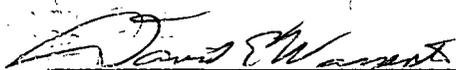
1. Lessee agrees that it shall deliver to Evans a guaranty in the same form as Exhibit B hereto attached, executed by CENTRAL CORPORATION and guaranteeing the performance and payment of Lessee's obligation under the aforementioned Lease.

2. Lessee shall cause all car hire payments (including, without limitation, per diem, mileage and incentive payments, if any) to which Lessee is entitled on account of the Cars leased hereunder, to be paid directly to such financial institution as shall be acceptable to both Evans and Lessee (hereinafter referred to as "Trustee"). The Trustee shall, as and when rental payments are due to Evans pursuant to the terms of the Lease, make such payments directly to Evans on behalf of the Lessee and remit the excess to Lessee.

3. It is agreed between the parties that the rent due for the first two months of the Lease regarding the Cars on Schedule 1, will be deferred in such a way that 1/10 of such deferred amount will be paid by Lessee as additional rent during each of the remaining ten months of the first year of the Lease. REN

In consideration of such deferral, Lessee agrees, prior to OT the effective date of the Lease, to deliver to Evans an irrevocable Letter of Credit from a bank in the amount of the deferred rent, which Letter of Credit will provide that Evans will be paid upon demand the amount of the deferred rent upon the default of Lessee in the payment of rent during the latter 10 months of the first year of the Lease. It is understood that the total deferred amount will decline as Lessee makes rental payment, beginning with the third month, as above stated. In this regard, it is agreed that the Letter of Credit may provide that the bank's obligation will decrease as monthly payments of portions of the deferred amount are made.

Attest:

  
\_\_\_\_\_

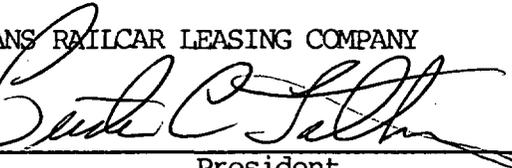
VIRGINIA CENTRAL RAILWAY

By   
\_\_\_\_\_ President

Attest:

  
\_\_\_\_\_

EVANS RAILCAR LEASING COMPANY

By   
\_\_\_\_\_ President

GUARANTY - EXHIBIT B

THIS GUARANTY, given this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by CENTRAIL CORPORATION (hereinafter called "Guarantor") to EVANS RAILCAR LEASING COMPANY (hereinafter called "Evans").

W I T N E S S E T H:

WHEREAS, VIRGINIA CENTRAL RAILWAY (hereinafter called "Lessee"), a wholly-owned subsidiary of Guarantor, is simultaneously herewith entering into a lease agreement (the "Lease") with Evans, providing for the lease by Lessee from Evans of one hundred seventy-six (176) railroad cars for a period of 180 months; and

WHEREAS, Evans as a condition precedent to its entering into the Lease requires that the Guarantor unconditionally guarantee the payment by Lessee of all rentals and other sums to become due under the Lease and the performance by Lessee of all its obligations thereunder, to the extent and in the manner and form as herein provided, and Guarantor is willing so to do.

NOW, THEREFORE, in consideration of the premises and for the purpose of determining the terms and conditions of the obligations of Guarantor and of inducing Evans to enter into the Lease, Guarantor does hereby covenant, for the benefit of Evans and any assignee of Evans' interest in and to the Lease, as follows:

SECTION 1. Guarantor does hereby agree to and does hereby unconditionally guarantee unto Evans and any assignee of Evans' interest in and to the Lease:

- (a) the prompt and punctual payment of all rentals and other sums provided for under the Lease, when and as the same become due and payable, whether by installment or by extension or by declaration as in the Lease provided, or otherwise, and
- (b) the due and punctual performance of all undertakings and obligations of Lessee under the Lease, and
- (c) all costs, expenses and reasonable attorneys' fees incurred in enforcing the covenants and agreements of Lessee or any sublessee under the Lease or incurred in enforcing this Guaranty as well as all damages suffered in consequence of any default or breach under the Lease or this Guaranty.

SECTION 2. Guarantor hereby acknowledges full and complete notice and knowledge of all the terms, covenants and conditions of the Lease and hereby consents to any assignment or sublease and successive assignments or subleases by Lessee or Lessee's assignees or sublessees, or a substitution of, or different use of, the leased railroad cars, or any modification or waiver of the Lease or any extension of the term of the Lease and agrees that any failure to give notice or exercise or enforce the rights of Evans or its assignees under the Lease, shall in no wise or manner release Guarantor hereunder nor constitute a defense to any such liability. This Guaranty is a guaranty of payment and performance and not of collectibility and Evans or any of its assignees may enforce this Guaranty without first resorting to or exhausting its rights against Lessee or any assignee or sublessee and Guarantor may be sued separately or concurrently or in the same action with Lessee or any assignee or sublessee of Lessee.

SECTION 3. The guaranty herein expressed may be transferred and assigned at any time or from time to time and shall be considered to be transferred and assigned upon the assignment by Evans of its notice to Guarantor or to Lessee. Guarantor hereby agrees to execute and deliver such instruments and to do such acts and things requested by Evans as shall be necessary or advisable to carry out and effectuate the purposes and intents of this Guaranty.

SECTION 4. All of the covenants, stipulations, promises and agreements in this agreement contained by or on behalf of Guarantor shall bind its successors and assigns whether so expressed or not shall inure to the benefit of Evans and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has caused this agreement to be executed in its name by its President and impressed with its corporate seal attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

CENTRAIL CORPORATION

Attest:

By \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

UNITED'S LOT NO. 1894

Schedule 1

Page 1 of Schedule 1 dated November 4, 1980 to Lease dated November 4, 1980, by and between United States Railway Leasing Company ("United") and Virginia Central Railway ("Lessee")

TYPE AND DESCRIPTION OF CAR:

New 70-Ton 50'6" XM Boxcar in the \$43,000 - \$44,000 UMLER Bracket

NUMBER OF CARS:

77

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

\*REPORTING MARKS AND NUMBERS:

~~VC 1300 - 1376~~ VC 1800 - 1876 

SPECIFICATIONS DESIGNATED BY LESSEE:

Cars to be painted per Lessee's specifications

INITIAL F.O.T. DELIVERY POINT:

Evan's Plant

\*When United's reporting marks are specified, this lease is subject to the granting of all necessary consents to such use by carrier or any other approval now or hereafter required by tariff, Interchange Rules or other applicable laws and regulations.

Page 2 of Schedule 1 dated November 4, 19 80 to Lease dated November 4, 19 80, by and between United States Railway Leasing Company ("United") and Virginia Central Railway ("Lessee")

LEASE TERM: 15 Year

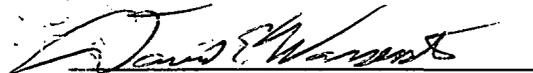
MONTHLY RENTAL: \$400.00 Per Car

SPECIAL TERMS: RIDER TO LEASE - EXHIBIT A  
GUARANTY - EXHIBIT B

Virginia Central Railway  
Lessee

By   
President

[CORPORATE SEAL]  
ATTEST:

  
Secretary

UNITED STATES RAILWAY  
LEASING COMPANY

By   
Senior Vice President

[CORPORATE SEAL]  
ATTEST:

  
ASST. Secretary