



3220 Duke Street • Alexandria, Virginia 22314-4590

1 5121

Cable FGECARS
Telex 89 2670

RECORDATION NO. _____ Filed & Recorded

DEC 15 1986 12:30 PM

Charles A. Spitulnik
General Counsel & Corporate Secretary
703-823-1075

December 3, 1986

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

12/15/86
10:00
Washington, D.C.

ATTENTION: Ms. Mildred Lee, Recordation Section
Room 2223

Dear Ms. Lee:

In compliance with 49 C.F.R. Part 1177 and with instructions we received from the office of the Secretary of the Commission, I am enclosing an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

The document is a lease, a primary document, dated October 24, 1986. The names and addresses of the parties to the document are as follows:

Lessor: C.I.T. Leasing Corporation, as agent for the CIT Group/Equipment Financing, Inc. (f/k/a C.I.T. Corporation), 135 West 50th Street, New York, NY 10020.

Lessee: Fruit Growers Express Company, 3220 Duke Street, Alexandria, VA 22314.

A description of the equipment covered by the document follows:

Up to 451 Pacific Car and Foundry 70 ton mechanical refrigerated insulated box cars, AAR designation "RPL". The cars will bear reporting marks and serial numbers beginning with FGMR 13000, and continuing through a number up to and potentially including FGMR 13450.

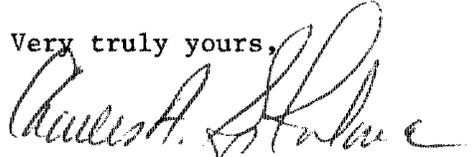
A fee of Ten Dollars (\$10.00) is enclosed. Please return the original and the extra copy, which I am also enclosing and ask that you also mark with the Recordation Number of this lease, to me at the above address.

Mr. Noreta McGee, Secretary
December 3, 1986
Page 2

A short summary of the document to appear in the index follows:

Daily Operating Lease between C.I.T. Leasing Corporation, as agent for the CIT Group/Equipment Financing, Inc. (f/k/a C.I.T. Corporation), 135 West 50th Street, New York, NY 10020, and Fruit Growers Express Company, 3220 Duke Street, Alexandria, VA 22314, dated October 24, 1986 and covering up to 451 Pacific Car and Foundry 70 ton mechanical refrigerated insulated box cars, AAR designation "RPL".

Very truly yours,



Charles A. Spitulnik

CAS/cc

cc: Ira Finkelson, Esquire

Interstate Commerce Commission
Washington, D.C. 20423

12/15/86

OFFICE OF THE SECRETARY

Charles A. Spitulnik
PGE
3220 Duke St.
Alexandria, VA. 22314-4590

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 12/15/86 at 12:30pm, and assigned re-
recording number(s). 15121

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

1 5121
 RECORDED NO. _____ Filed & Recorded
 DEC 15 1986 12-3 0 PM
 INTERSTATE COMMERCE COMMISSION

DAILY OPERATING RAIL CAR LEASE AGREEMENT

THIS LEASE, made and entered into as of this 24th day of October, 1986, by and between C.I.T. Leasing Corporation, a Delaware Corporation, as agent for The CIT Group/Equipment Financing, Inc. (f/k/a C.I.T. Corporation), a New York Corporation, hereinafter called "Lessor," and Fruit Growers Express Company, a Delaware Corporation, hereinafter called "Lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Equipment and Rent: Lessor agrees to furnish to the Lessee, and the Lessee agrees to accept and use, upon the terms and conditions herein set forth, the following described railcars together with all replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto (the "Cars"), in accordance with all present DOT requirements and in compliance with now existing AAR rules of interchange:

<u>Number of Cars</u>	<u>Description</u>	<u>Car Nos.</u>
Up to 451	Pacific Car and Foundry 70 ton mechanical refrigerated insulated box cars	See Equipment Schedule I

The initial term of this Lease as to all Cars listed in Equipment Schedule I shall be two years from the average date of delivery of all such Cars ("Initial Term"). The term of this Lease may be extended for up to five (5) additional years in renewal terms of no less than three (3) months each and no more than one (1) year each ("Extension Term"). Lessee shall notify lessor in writing not less than ninety (90) days prior to the end of the Initial Term or any Extension Term of its intent to extend the term of this Lease and of the duration of the Extension Term.

Lessee agrees to pay the following rent ("Rent") to Lessor for the use of the Cars:

For loads which originate on the lines of the Atchison, Topeka and Santa Fe Railway Company or the Southern Pacific Transportation Company, \$85.00 per load which requires use of the mechanical unit per Car, plus \$.10 per mile per Car for each loaded mile traveled by a Car. For loads which originate on any other carrier's lines, \$80.00 per load which requires use of the mechanical unit per Car, plus \$.10 per mile per Car for each loaded mile traveled by a Car. Lessee shall

calculate the amount of any payments for loaded miles traveled based on the mileage contained in the Mileage Chart which is attached to this Agreement as Schedule 2, except that Lessor shall assume that the mileage for all wholly intrastate or intraprovince loaded moves shall be 250 miles. Lessee shall base its calculation of the number of loads requiring use of the mechanical Unit in Cars on information received by it in the ordinary course of its business from rail carriers originating such loads.

Beginning ninety (90) days after the commencement of the Initial Term of this Lease, if the Rent paid by Lessee to Lessor in any consecutive six month period from all Cars, including Cars awaiting repairs, subject to this Lease averages less than \$135.00 per month per Car, Lessor may, at its option and upon not less than thirty (30) days prior written notice, reduce the number of Cars subject to this Lease by the number of Cars necessary for the average Rent per Car during the preceding six month period to equal \$135.00 per month per Car; provided, however, that prior to Lessor's exercise of its option under this Section, Lessee shall have the option to pay to Lessor a sum of money equal to the amount by which the Rent attributable to the Cars during said preceding six month period fell short of the total Rent required to generate average monthly Rent of \$135.00 per Car. Lessee shall select the specific Cars for removal from the Lease. If Lessor elects to exercise its option under this Paragraph, such the exercise must occur by no later than thirty (30) days from the date Lessor receives a report that gives rise to the option provided for herein.

Any Car Hire or Mechanical Protective Service revenues earned by the Cars during the Initial Term or any Extension Term of this Lease shall be for the account of Lessee.

Lessee shall pay to Lessor all Rent due Lessor within sixty (60) days following the close of the month in which the loads which form the basis for the Rent are reported by user roads to Lessee. Lessee shall mail to Lessor an accounting of the basis for such payments. 12

Payment of Rent shall be made to Lessor at the address specified in Section 20, or to such other place as Lessor may direct. Any nonpayment of Rent and other obligations due hereunder shall result in the obligation of the Lessee to pay an amount equal to 13% per annum on the amount overdue for the period during which such amount remains outstanding.

Lessee shall not be entitled to any abatement of Rent, reduction thereof or set-off, counterclaim, recoupment or defense against Rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to abatements, reductions,

set-offs, counterclaims, recoupments or defense due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided in Section 4 below; nor shall this Lease terminate or the obligations of Lessee be otherwise affected by reason of any damage to or loss of possession or loss of use or destruction of all or any of such Cars from whatever cause and of whatever duration, except as otherwise provided in Section 4 below, or the prohibition of or other restriction against Lessee's use of all or any such Cars, or the interference with such use by any person or entity or the invalidity or unenforceability or lack of due authorization of this Lease or any insolvency of or the bankruptcy, reorganization or similar proceeding against Lessee.

Lessor covenants that so long as Lessee is not in default hereunder, Lessee shall have and enjoy an unconditional right quietly to enjoy and use all Cars free from any disturbance or interruption of possession arising as a result of any action or inaction, failure of title, or conduct of or by Lessor, or of or by any assignee of its rights hereunder.

2. Delivery of Cars: Prior to delivery and acceptance of the Cars, Lessee, together with representatives of Helm Financial Corporation on behalf of Lessor, shall inspect all Cars to be delivered to Lessee to insure that such Cars are in good working order and condition, are fit for loading and transportation of frozen and perishable commodities and are suitable for interchange in accordance with the Association of American Railroads ("AAR") Rules of Interchange. Any Car which is not suitable or fit for the purposes described in the preceding sentence or as described in this Section shall either be repaired at Lessor's expense and to Lessee's satisfaction prior to delivery, or shall not become subject to this Lease. Lessee shall accept Cars on which the tread thickness of the wheels is in excess of three-quarters inch (3/4") or more as measured with AAR Standard Steel Wheel Gage and which are acceptable for interchange in accordance with the applicable AAR Rules; provided, however, that Lessee shall not be required to accept any Cars on which the wheels are overheated four inches (4") or more front and back as defined in AAR Interchange Rule 41 or that have any wheels with a new wheel size diameter of other than thirty-three inches (33"). To compensate Lessee for wheels which otherwise comply with the requirements of the AAR Interchange Rules but which Lessee elects to replace, Lessor shall pay Lessee the lesser of (i) the actual out-of-pocket cost of such wheel replacement to Lessee, or (ii) thirty five thousand Dollars (\$35,000), such payment to be made upon presentation of paid invoices to lessor. As part of the inspection procedure under this agreement, all engines on Cars will be tested to determine whether the Car can be cooled to 0 degrees Fahrenheit

or less in a 12.5 kw, or the rated capacity of the main alternator, load test ("Load Test") without the engine showing heavy stress. For any engine which fails this Load Test, Lessor may conduct a test of the compression in the engine for compliance with manufacturer's specifications. If the engine passes the Load Test, Lessee may at its option and expense, test the compression in the engine for compliance with the manufacturer's specifications. If the engine fails the Load Test, or subsequently, the compression test, Lessee may determine that the Car is not suitable and fit for the purposes described in the first sentence of this Paragraph, and that the Car will not be suitable and fit for those purposes until the engine has been reconditioned by Lessor or at its expense to comply with manufacturer's specifications.

Lessor shall cause the Cars to be delivered, at no charge to Lessee, to St. Louis, Missouri at an interchange point on the Southern Pacific Railroad. The Cars shall be deemed to be accepted by Lessee when delivered to such interchange point. Notwithstanding the foregoing, Lessee may at its option accept delivery of Cars at any other mutually agreeable location, and the date of acceptance of any such Car shall be the date the Car is delivered to the location specified by Lessee other than St. Louis, Missouri.

3. Warranties and Representation: LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS LEASE TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CAR. LESSEE FURTHER AGREES, REGARDLESS OF CAUSE, NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGE.

4. Responsibility for Damage or Destruction of Cars: Lessee agrees that, as between itself and Lessor, Lessee will be responsible for any loss, damage or destruction of any Car leased to it by Lessor and for injuries to persons or damages to property caused by any Car, after it is placed in service and while it is subject to this Lease. If any Car is damaged and such damage is billable to another carrier, Lessee or its agent shall be responsible for insuring such repairs are made at the expense of the responsible carrier. In the event damage beyond repair or destruction of a Car occurs while on the track of the Lessee or a carrier ("Casualty Occurrence"), the Lessee will pay

the Lessor the appropriate amount due in accordance with Rule 107 of the AAR Car Service and Car Hire Agreement Code of Car Hire Rules - Freight, ("Casualty Value"). Lessor agrees to cooperate with Lessee with respect to any claim Lessee may wish to make against a carrier for loss of or damage to any of the Cars. Upon such payment, said damaged or destroyed Car will be removed from the coverage of this Lease, and so long as Lessee is not in default hereunder, such Car shall become the property of the Lessee. Lessor shall, upon request of Lessee, execute and deliver to Lessee a bill of sale (without recourse and without warranties) for such Car, on an "as is, where is" basis.

5. Return of Cars upon Termination of Term: Unless the Cars are purchased by the Lessee as provided in Section 21 hereof, the Lessee will immediately upon the expiration or termination of the Lease, without demand by Lessor, return each of the Cars to Lessor uncontaminated and in the same condition as received, less reasonable wear and tear, fit for loading and transportation of frozen and perishable commodities and suitable for interchange in accordance with AAR Rules of Interchange, and free of liens arising by, through, or under Lessee, at St. Louis, Missouri or at a point mutually agreed to, and to pay Rent on each Car until such return. Lessee shall not be required to repaint or change the reporting marks on the Cars upon such return.

The assembly, transporting, and delivery of such Cars to St. Louis, Missouri or other mutually agreeable location shall be at the expense and risk of Lessee.

Lessor and Lessee shall conduct a joint inspection of the Cars upon such return.

6. Maintenance: Lessee agrees to maintain at its own expense each of the Cars in good condition and repair, in conformity with all applicable laws and regulations including the AAR Code of Rules and FRA Railroad Freight Car Safety Standards.

In the case of damage caused to any Car which is the responsibility under AAR rules of a railroad and not repaired by such railroad, Lessee shall perform the necessary repairs at its sole cost and expense and submit such documents as are necessary to recover the cost of such repair in accordance with AAR rules. Lessee will perform all necessary administrative tasks in connection with such counterbilling. Lessee will be solely entitled to any sum so recovered, provided that it has paid for such repairs as set forth herein.

Lessee will, at Lessor's request, take such reasonable action as Lessor may specify to modify operating conditions within Lessee's control which in Lessor's reasonable opinion are

causing undue and avoidable wear or damage to the Cars.

Neither party to this Lease will alter materially the physical structure of any of the Cars without the other party's written consent.

During the first ninety (90) days of the Initial Term, should 10 percent or more of the total Cars under this Lease develop any defects which would not have been discoverable during the course of a reasonable and customary inspection of the Cars, and which would cost more than \$3,000.00 per Car to repair, Lessor will have the option to pay for the repairs of those defects or remove the Cars with those defects from this Lease. If Lessor elects to remove Cars from this Lease under this paragraph, Lessee shall return the Cars in accordance with Section 5 hereof but shall not be responsible for the cost of repairs required to correct the specific defects.

7. Freight and Other Charges: After delivery of the Cars to Lessee, Lessor shall not be obligated for the payment of any switching, freight, or other charges incurred by the movement or the holding of the Cars, either loaded or empty, during the term of this Lease. ~~/// ALL / OF / WHICH / WILL / BE / PAID / BY / LESSEE.~~ Lessor shall have no right or claim to any per diem, demurrage or other car hire charges arising out of the use of the Cars and all such charges, as applicable, shall belong and be payable to Lessee.

8. Lettering of Cars and Record Keeping: Prior to acceptance of the Cars by Lessee in accordance with Section 2 of this Lease, Lessor, at Lessee's sole cost and expense, will cause the Cars to be lettered with the railroad markings of Lessee. Upon Lessee's request, Lessor shall repaint the Cars to Lessee's specifications, at the sole cost and expense of Lessee. Lessee agrees to keep and maintain on the sides of each Car in letters not less than one-half inch in height the words "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

At no cost to Lessor, Lessee shall during the term of this Lease cause to be prepared for Lessor's signature and filing all documents relating to the registration, maintenance, taxes (excluding income taxes), and record keeping functions involving the Cars. Such documents shall include (i) appropriate AAR documents including an application, if applicable, for relief from AAR Car Service Rules; (ii) registration in the Official Railway Equipment Register and the Universal Machine Language Equipment Register; and (iii) such other reports as may be required from time to time by the ICC and/or other regulatory agencies. Lessor will furnish to Lessee prior to delivery of the Cars all data necessary to register all the Cars in the Official Railway Equipment Register and in the Universal Machine Language

Equipment Register.

Each Car leased hereunder shall be registered by Lessee at no cost to Lessor in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. Lessee shall, on behalf of Lessor, perform or cause to be performed all record keeping functions relating to the use of the Cars by Lessee and other railroads in accordance with AAR railroad interchange agreements and rules, such as car hire reconciliation.

9. Responsibility for Lading: Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused, or shall result. The Lessee agrees ~~to assume responsibility for~~ ^{to assume} ~~and~~ to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim therefor. 12
was

10. Insurance: (a) Subject to the limitations set forth in Section 4, all risk of loss of, damage to or destruction of the Cars shall at all times be on Lessee.

(b) Lessee shall provide insurance against loss, theft, and destruction or damage of the Cars, in no event less comprehensive in amounts and against risk customarily insured against by Lessee in respect of similar equipment owned or leased by it. Lessee shall pay applicable premiums for insurance. Lessee shall have the right to insure the Cars for its own account, for the amount by which its fair market value exceeds the coverage required hereunder.

(c) All insurance policies required hereunder shall (i) be issued by insurance carriers of recognized responsibility, (ii) cover the interest of Lessee and Lessor and protect Lessee and Lessor in respect of risks arising out of the condition, maintenance, use, ownership and operation of the Cars, (iii) provide that the insurance carrier give at least 30 days' prior notice in the event of cancellation or material alteration in coverage, (iv) provide, that the losses, if any, shall be payable to the Lessor under a standard long form loss payable clause, (v) provide that in respect of the interest of the Lessor in such policies, the insurance shall not be invalidated by an action or inaction of Lessee and shall insure Lessor's interest as it appears regardless of any breach or violation by Lessee of any warranty, declaration or condition contained in such policies, and (vi) not require co-insurance.

(d) The proceeds of any physical damage insurance received by Lessor shall be paid to Lessee: (i) in the case of a Casualty Occurrence with respect to any Car upon payment by Lessee of the Casualty Value of such Car or (ii) upon the loss, damage or destruction of any Car which does not constitute a Casualty

Occurrence, upon the receipt from Lessee of a certificate to the effect that such Car has been repaired, restored or replaced, as the case may be (which certificate shall be accompanied by satisfactory evidence of such repair, restoration or replacement), provided that so long as any default by Lessee or event of default shall be continuing hereunder, Lessor shall be entitled to apply such proceeds against Lessee's obligations hereunder or under any other obligation of Lessee to Lessor. Lessee shall furnish Lessor with certificates or other evidence of compliance with this Section as may reasonably be requested.

(e) Lessee shall have the right to self insure. *

11. Indemnity: Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall indemnify and save Lessor harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from or caused directly or indirectly by: (a) Lessee's failure to promptly perform any of its obligations under the provisions of Sections 1, 4, 10 and 15 of this Lease, or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the Cars or their location or condition, or (c) inadequacy of the Cars, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business; and shall, at its own cost and expense, defend any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or actions, provided, however, that Lessor shall give Lessee written notice of any such claim or demand. This indemnity shall survive the expiration or termination of this Lease; but shall apply only to events or occurrences after the delivery of the Cars to Lessee pursuant to Section 2 and before the Cars are returned to Lessor pursuant to Section 5 or are purchased by Lessee pursuant to Section 21.

12. Assignment: Lessee will not assign, transfer, encumber or otherwise dispose of this Lease, or the Cars or any part thereof, or sublet the Cars or any part thereof, without the prior written consent of Lessor.

Lessee will not permit or suffer any encumbrances or liens to be entered or levied upon any Car, other than such as may arise by, through, or under Lessor or any assignee of Lessor's rights hereunder.

Notwithstanding the foregoing, Lessee may assign any of the

*To the extent that Lessor is not made whole by Lessee's self insurance for a loss which would otherwise have been covered by the insurance described elsewhere in this Article 10, Lessor shall then have the ability to assert its other rights against Lessee under this Article.

Cars to a United States or Canadian carrier under an AAR Car Service Directive without securing the prior written consent of Lessor, provided that Lessee shall remain liable for all of its obligations hereunder.

Lessor may at any time assign all or any portion of the rents due or to become due, and/or the leased property without notice to Lessee and in such event Lessor's transferee as assignee shall have all the rights, powers, privileges and remedies of the Lessor hereunder. Lessee shall have no obligation to pay any assignee, and shall continue to pay Lessor, until such time as notice of such assignment is given to Lessee in accordance with Section 20.

13. Default: An event of default shall occur if: (a) Lessee fails to pay when due any instalment of rent and such failure continues for a period of 10 days, (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 30 days after written notice thereof to Lessee by Lessor, (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation, (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated, or (e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereof, other than as permitted herein.

Upon the occurrence of an event of default, Lessor shall have all the rights and remedies provided by applicable law and by this lease, and in addition Lessor at its option may:

(i) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the

applicable covenants of this Agreement (and Lessee agrees to bear Lessor's costs and expenses, including reasonable attorney's fees, in securing such enforcement) or to recover damages for the breach thereof: and/or

(ii) By notice in writing to Lessee terminate this Lease, whereupon all rights of the Lessee to possess and use the Cars shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and/or

(iii) By itself or its agents enter upon the premises of the Lessee or other premeises where any of the Cars may be and take possession of all or any of such Cars and thenceforth hold, possess and enjoy the same free from any right of the Lessee or its successors or assigns, to use the Cars for any purpose whatsoever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of or subsequent to the date of such termination, and also to recover forthwith from the Lessee (1) any damages and expenses, including reasonable attorney's fees in addition thereto which the Lessor shall have sustained by reason of the breach of an obligation, covenant, representation or warranty of this Lease, and (2) all reasonable costs and expenses incurred in searching for, taking, removing, keeping, storing, selling or re-leasing such Cars, and (3) all additional amounts owing by Lessee hereunder, whether as remittances, indemnification or otherwise.

The remedies in this Agreement provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its 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 the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law.

The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such rights upon the continuation or recurrence of any such contingencies or similar contingencies.

14. ICC Recording: Lessee will promptly cause this Lease to be duly filed, registered or recorded in conformity with Section 11303 of the Interstate Commerce Act or other places within or without the United States as Lessor may reasonably request for the protection of its title and will furnish Lessor proof thereof. Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register, or re-record whenever

required) any and all further instruments required by law reasonably requested by Lessor, for the purpose of protecting Lessor's title to the Cars to the satisfaction of Lessor's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to Lessor proof of such filing.

15. Taxes: Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, but only as it relates to a sale to Lessee, use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Cars including without limitation amounts payable under Sections 1,4, and 12, hereof and other taxes (excluding any tax measured by Lessor's net income), which may become due after Cars have been delivered to Lessee, together with any penalties or interest thereon, imposed by any state, federal or local government upon the Cars and whether or not the same shall be assessed against or in the name of Lessor or Lessee.

16. Performance Obligations of Lessee by Lessor: In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Lease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, an any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the rate of 13% per annum thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional Rent hereunder.

17. Further Assurance: Lessee shall execute and deliver to Lessor, upon Lessor's request such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this lease and Lessor's right hereunder.

18. Lessee's Covenants: Lessee will: (a) defend at Lessee's own cost any action, proceeding or claim affecting the Cars; (b) do everything necessary or expedient to preserve or perfect the Lessor's interest in the Cars; (c) not misuse, fail to keep in good repair (ordinary wear and tear excepted), secrete, or without the prior written consent of Lessor, and notwithstanding Lessor's claim to proceeds, sell, rent, lend, encumber or transfer any of the Cars.

In addition to any remedies provided in this Lease, Lessor shall have all the rights provided to a Lessor under Section 1168 of Title 11 of the United States Code and any successor provisions thereto.

19. Inspection: Lessor shall at any time during normal

business hours have the right to enter the premises of the Lessee or any other party where the Cars may be located for the purpose of inspecting and examining the Cars to insure Lessee compliance with its obligations hereunder.

20. Notice: Any notice to be given under this Lease shall be given by certified mail in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

Fruit Growers Express Company
3220 Duke Street
Alexandria, Virginia 22314
Attention: President

or to such other address as Lessee may from time to time indicate by written notice to Lessor.

(b) Notices from Lessee to Lessor shall be sent to:

The CIT Group/Equipment Financing, Inc.
135 West 50th Street
New York, New York 10020-1242
Attention: Mr. Stephen O'Neill

21. Purchase Option: At any time during the term of this Lease, or upon its expiration, if Lessee has paid in full all Rent due and to be due hereunder, and is not then in default hereunder, Lessee shall have the option to purchase all or any of the Cars at a cost per Car to be mutually agreed upon at the time of the exercise of the option.

22. Execution: This Lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract. This Lease may be signed in separate counterparts as long as each party hereto shall have signed at least one counterpart. This Agreement shall be governed by and construed according to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered the day and year first above written.

C.I.T. LEASING CORPORATION as agent
for The CIT Group/Equipment Financing,
Inc. (f/k/a C.I.T. Corporation), Lessor

ATTEST: *Leo Shen*
Asst. Sec.

By: *[Signature]*
Title: *Pres.*

Date: *12/1/86*

FRUIT GROWERS EXPRESS COMPANY

ATTEST: *LC Braun*

By: *[Signature]*
Title: *President*

Date: *11/25/86*

STATE OF NEW YORK

COUNTY OF NEW YORK

I, Ira Finkelson, a Notary Public in and for the State and County aforesaid, do hereby certify that Nikita Zdanow and Leo Sheer of C.I.T. Leasing Corporation, a Delaware corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Assistant Secretary respectively, they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of December, 1986.

Ira Finkelson
Notary Public

IRA FINKELSON
Notary Public, State of New York
No. 60-6297225
Qualified in Westchester County
Commission Expires May 31, 1988

STATE OF VIRGINIA

City
COUNTY OF ALEXANDRIA

I, CHARLES A. SPITZMULLER, a Notary Public in and for the State and ~~County~~ City aforesaid, do hereby certify that H.L. Randall and R.C. Braun of Fruit Growers Express Company, a Delaware corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president (title) and Treasurer (title) respectively, they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as the free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of November, 1986.

Charles A. Spitzmuller
Notary Public

My Commission Expires 3/27, 1990

Equipment Schedule 1

Four hundred fifty-one (451) Pacific Car and Foundry 70 ton mechanical refrigerated insulated box cars

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
458846		458899		458926	
458873		458900		458927	
458875		458901		458928	
458877		458902		458929	
458879		458903		458930	
458880		458904		458931	
458881		458905		458932	
458882		458906		458934	
458883		458907		458935	
458884		458908		458936	
458885		458910		458937	
458886		458911		458938	
458887		458912		458939	
458888		458914		458940	
458889		458915		458941	
458890		458916		458942	
458891		458918		458943	
458892		458920		458944	
458893		458921		458945	
458894		458922		458946	
458895		458923		458947	
458897		458924		458948	
458898		458925		458949	

Equipment Schedule 1 (cont'd)

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
458950		458974		458997	
458951		458975		458998	
458952		458976		458999	
458953		458977		459000	
458954		458978		459001	
458955		458979		459002	
458956		458980		459003	
458957		458981		459004	
458958		458982		459005	
458959		458983		459006	
458961		458984		459007	
458962		458985		459008	
458963		458986		459009	
458964		458987		459010	
458965		458988		459011	
458966		458989		459012	
458967		458990		459013	
458968		458991		459014	
458969		458992		459015	
458970		458993		459016	
458971		458994		459017	
458972		458995		459018	
458973		458996		459019	

Equipment Schedule 1 (cont'd)

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
458933		458828		458854	
459021		458830		458855	
459022		458831		458856	
459023		458832		458857	
459025		458833		458858	
459026		458834		458859	
459027		458835		458860	
459028		458836		458861	
459029		458837		458862	
459030		458838		458864	
459031		458839		458865	
459033		458840		458866	
459035		458841		458867	
458909		458842		458868	
458818		458843		458869	
458819		458844		458870	
458821		458845		458871	
458822		458847		458872	
458823		458848		458874	
458824		458849		458876	
458825		458851		459024	
458826		458852		459036	
458827		458853		459037	

Equipment Schedule 1 (cont'd)

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
459038		459062		459087	
459039		459063		459088	
459040		459064		459089	
459041		459066		459090	
459042		459067		459091	
459043		459068		459092	
459044		459069		459093	
459045		459070		459094	
459046		459071		459096	
459047		459072		459097	
459049		459073		459098	
459050		459074		459099	
459051		459075		459100	
459052		459076		459101	
459053		459077		459102	
459054		459078		459103	
459055		459079		459104	
459056		459081		459105	
459057		459082		459106	
459058		459083		459107	
459059		459084		459109	
459060		459085		459110	
459061		459086		459111	

Equipment Schedule 1 (cont'd)

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
459113		459141		459166	
459114		459142		459167	
459115		459143		459168	
459116		459144		459169	
459117		459146		459170	
459118		459147		459171	
459121		459148		459172	
459122		459149		459173	
459123		459150		459174	
459124		459151		459175	
459125		459152		459176	
459126		459153		459177	
459127		459154		459178	
459129		459155		459179	
459130		459156		459180	
459132		459157		459181	
459133		459158		459182	
459134		459159		459183	
459135		459160		459184	
459136		459161		459185	
459137		459162		459186	
459138		459163		459187	
459140		459164		459188	

Equipment Schedule 1 (cont'd)

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
459189		459213		459237	
459190		459214		459238	
459191		459215		459239	
459192		459216		459240	
459193		459217		459242	
459194		459218		459243	
459195		459219		459244	
459196		459220		459245	
459197		459221		459246	
459198		459222		459247	
459199		459223		459248	
459200		459224		459249	
459201		459225		459250	
459202		459226		459251	
459203		459227		459252	
459204		459228		459253	
459205		459230		459254	
459206		459231		459255	
459207		459232		459256	
459208		459233		459257	
459209		459234		459258	
459211		459235		459259	
459212		459236		459261	

Equipment Schedule 1 (cont'd)

<u>Southern Pacific No.</u>	<u>FGE No.</u>	<u>Southern Pacific No.</u>	<u>FGE No.</u>
459262		459287	
459263		459288	
459266		459289	
459267		459290	
459268		459291	
459269		459292	
459270		459293	
459271		459294	
459272		459295	
459273		459296	
459274		459297	
459275		459298	
459276		459299	
459277		459300	
459278			
459279			
459280			
459281			
459282			
459283			
459284			
459285			
459286			

FGE MILEAGE CHART

Schedule 2

BETWEEN	ALABAMA	ARIZONA	ARKANSAS	CALIFORNIA	COLORADO	CONNECTICUT	DELAWARE	FLORIDA	GEORGIA	IDAHO	ILLINOIS	INDIANA	IOWA	KANSAS
ALABAMA	0	1651	469	2395	1373	1125	875	204	171	2194	632	571	895	841
ARIZONA	1651	0	1322	769	792	2520	2349	1832	1800	970	1530	1698	1416	1159
ARKANSAS	469	1322	0	1997	952	1343	1099	673	506	1791	454	557	561	447
CALIFORNIA	2395	769	1997	0	1169	2968	2625	2576	2495	566	2017	2205	1756	1712
COLORADO	1373	792	952	1169	0	1886	1715	1577	1410	843	872	1064	679	545
CONNECTICUT	1125	2520	1343	2968	1886	0	281	1158	954	2591	1014	822	1215	1367
DELAWARE	875	2349	1099	2825	1715	281	0	907	704	2451	843	651	1072	1196
FLORIDA	204	1832	673	2576	1577	1158	907	0	257	2398	836	758	1099	1045
GEORGIA	171	1800	506	2495	1410	954	704	257	0	2216	605	504	888	872
IDAHO	2194	970	1791	566	843	2391	2451	2398	2216	0	1658	1839	1397	1353
ILLINOIS	632	1530	454	2017	872	1014	843	836	605	1658	0	192	290	376
INDIANA	571	1698	557	2198	1064	822	651	758	504	1839	192	0	467	545
IOWA	895	1416	561	1756	679	1215	1072	1099	888	1397	290	467	0	258
KANSAS	841	1159	447	1712	545	1367	1196	1045	872	1353	376	545	258	0
KENTUCKY	478	1811	547	2361	1203	809	621	631	377	2002	352	171	638	658
LOUISIANA	380	1417	357	2163	1202	1455	1211	459	329	2019	738	803	917	803
MAINE	1382	2751	1600	3165	2088	261	538	1415	1211	2788	1229	1053	1412	1598
MARYLAND	809	2287	1033	2763	1653	327	68	842	638	2389	781	589	1010	1134
MASSACHUSETTS	1220	2615	1438	3033	1956	99	376	1253	1049	2656	1097	917	1280	1462
MICHIGAN	807	1908	804	2280	1203	773	633	980	726	1903	378	247	527	754
MINNESOTA	1111	1622	812	1887	849	1287	1147	1315	1080	1443	481	579	251	509
MISSISSIPPI	247	1406	259	2150	1181	1322	1078	428	396	2006	582	646	819	705
MISSOURI	661	1345	351	1914	754	1185	1014	865	672	1555	200	363	276	209
MONTANA	2044	1128	1650	1009	785	2319	2179	2248	2049	495	1451	1611	1161	1219
NEBRASKA	998	1238	702	1573	488	1409	1262	1202	1016	1214	444	625	197	171
NEVADA	2314	725	1916	134	1047	2846	2703	2495	2412	444	1895	2076	1634	1590
N. HAMPSHIRE	1260	2609	1468	3023	1946	139	416	1293	1089	2646	1087	911	1270	1456
NEW JERSEY	951	2356	1169	2832	1722	174	107	984	780	2458	850	658	1079	1203
NEW MEXICO	1278	495	880	1170	356	2057	1886	1459	1378	973	1066	1235	948	690
NEW YORK	1131	2457	1316	2871	1794	97	301	1172	968	2494	935	759	1118	1304
N. CAROLINA	543	2172	873	2827	1682	605	352	556	372	2468	825	633	1096	1137
N. DAKOTA	1545	1467	1173	1534	675	1725	1585	1749	1517	1033	915	1017	666	746
OHIO	658	1869	722	2361	1235	651	480	803	546	1999	363	171	618	716
OKLAHOMA	796	980	342	1655	610	1557	1386	995	840	1449	602	735	547	290
OREGON	2644	1229	2241	533	1293	3034	2894	2848	2666	450	2106	2289	1847	1803
PENNSYLVANIA	862	2234	1063	2710	1600	286	119	905	701	2336	728	536	957	1081
RHODE ISLAND	1186	2581	1404	3029	1947	70	342	1219	1015	2652	1073	883	1276	1428
S. CAROLINA	375	2017	723	2712	1605	809	553	354	217	2404	766	597	1056	1060
S. DAKOTA	1380	1317	986	1494	525	1658	1518	1584	1379	1079	781	950	491	553
TENNESSEE	299	1659	345	2322	1164	998	754	495	253	1963	352	288	635	619
TEXAS	774	983	489	1752	910	1832	1588	896	923	1660	929	1046	884	680
UTAH	1870	651	1442	665	504	2303	2160	2070	1907	362	1352	1533	1091	1047
VERMONT	1280	2591	1450	3005	1928	193	460	1331	1177	2628	1069	893	1252	1438
VIRGINIA	678	2257	943	2807	1677	450	197	711	507	2441	805	613	1060	1149
WASHINGTON	2692	1381	2298	695	1381	2967	2827	2896	2697	540	2099	2259	1809	1867
W. VIRGINIA	627	1992	728	2501	1371	661	449	710	485	2142	499	307	770	839
WISCONSIN	872	1694	713	2036	959	1035	895	1068	826	1642	259	327	284	540
WYOMING	1433	893	1035	1122	101	1846	1703	1637	1453	763	895	1076	634	593
DISTRICT OF COLUMBIA	783	2264	1001	2740	1630	342	98	816	612	2366	758	566	987	1111

FGE MILEAGE CHART

BETWEEN	KENTUCKY	Louisiana	Maine	MARYLAND	MASSACHUSETTS	MICHIGAN	MINNESOTA	MISSISSIPPI	MISSOURI	MONTANA	NEBRASKA	NEVADA	NEW HAMPSHIRE	NEW JERSEY	NEW MEXICO	NEW YORK	N. CAROLINA	N. DAKOTA	OHIO	OKLAHOMA	OREGON	PENNSYLVANIA	RHODE ISLAND	S. CAROLINA	S. DAKOTA	TENNESSEE	TEXAS	UTAH	VERMONT	VIRGINIA	WASHINGTON	W. VIRGINIA	WISCONSIN	WYOMING	DISTRICT OF COLUMBIA			
ALABAMA	478	380	1367	809	1220	807	1111	247	661	2044	998	2314	1260	951																								
ARIZONA	1811	1417	2751	2287	2615	1908	1672	1406	1345	1128	1238	725	2609	2356																								
ARKANSAS	547	357	1600	1033	1438	804	812	259	351	1650	702	1916	1468	1169																								
CALIFORNIA	2361	2163	3165	2763	3033	2280	1867	2150	1914	1009	1573	134	3023	2832																								
COLORADO	1203	1202	2088	1653	1956	1203	849	1181	754	785	488	1047	1946	1722																								
CONNECTICUT	809	1455	261	327	99	773	1287	1322	1185	2319	1405	2846	139	174																								
DELAWARE	621	1211	538	65	376	633	1147	1078	1014	2179	1262	2703	416	107																								
FLORIDA	631	459	1415	842	1253	980	1315	428	865	2248	1202	2495	1293	984																								
GEORGIA	377	529	1211	636	1049	726	1080	396	672	2049	1018	2412	1089	780																								
IDAHO	2002	2019	2788	2389	2656	1903	1443	2006	1555	495	1214	444	2646	2456																								
ILLINOIS	352	738	1229	761	1097	376	461	562	200	1451	444	1895	1067	850																								
INDIANA	171	803	1053	589	917	247	579	646	363	1611	625	2076	911	658																								
IOWA	638	917	1412	1010	1280	527	251	819	276	1161	197	1634	1270	1079																								
KANSAS	658	803	1598	1134	1462	754	509	705	209	1219	171	1590	1456	1203																								
KENTUCKY	0	759	1066	555	904	349	750	602	468	1782	796	2239	932	645																								
LOUISIANA	759	0	1712	1145	1550	1050	1168	157	699	1973	960	2082	1590	1281																								
MAINE	1066	1712	0	584	162	970	1484	1579	1416	2516	1606	3043	142	431																								
MARYLAND	555	1145	584	0	422	571	1085	1012	952	2117	1200	3641	462	153																								
MASSACHUSETTS	904	1550	162	422	0	836	1352	1417	1280	2384	1474	2911	70	269																								
MICHIGAN	349	1050	970	571	838	0	599	893	578	1631	721	2158	828	640																								
MINNESOTA	750	1168	1484	1085	1352	599	0	1045	509	1032	395	1765	1342	1154																								
MISSISSIPPI	602	157	1579	1012	1417	893	1045	0	350	1908	862	2069	1457	1148																								
MISSOURI	468	699	1416	952	1280	578	509	550	0	1403	357	1792	1274	1021																								
MONTANA	1782	1973	2516	2117	2384	1631	1032	1908	1403	0	1056	867	2374	2166																								
NEBRASKA	796	960	1606	1200	1474	721	395	862	357	1056	0	1451	1464	1269																								
NEVADA	2239	2052	3043	2641	2911	2158	1765	2069	1792	867	1451	0	2901	2710																								
NEW HAMPSHIRE	932	1590	142	462	70	828	1342	1457	1274	2374	1464	2901	0	308																								
NEW JERSEY	645	1281	431	153	269	640	1154	1148	1021	2186	1269	2710	309	0																								
NEW MEXICO	1348	1046	2788	1824	2152	1444	1142	1033	863	1088	759	1089	2146	1893																								
NEW YORK	780	1444	297	342	162	676	1190	1311	1122	2222	1312	2749	155	198																								
N. CAROLINA	484	901	862	285	702	729	1179	768	947	2211	550	2705	740	431																								
N. DAKOTA	1185	1529	1922	1523	1792	1037	438	1431	928	622	599	1412	1780	1592																								
OHIO	180	936	854	418	746	234	698	779	534	1730	788	2239	752	467																								
OKLAHOMA	840	602	1788	1324	1652	975	798	571	426	1371	406	1574	1646	1393																								
OREGON	2452	2469	3231	2832	3099	2346	1747	2456	2003	715	1664	525	3089	2901																								
PENNSYLVANIA	523	1175	543	96	361	516	1032	1042	895	2064	1147	2582	421	122																								
RHODE ISLAND	670	1516	205	388	1054	634	1348	1383	1244	2380	1470	2927	110	235																								
S. CAROLINA	477	746	1066	490	904	776	1176	613	865	2208	1206	2629	944	635																								
S. DAKOTA	1121	1330	1855	1456	1723	970	402	1244	735	697	394	1375	1713	1528																								
TENNESSEE	216	543	1255	688	1093	524	827	386	427	1796	765	2200	1133	824																								
TEXAS	1036	440	2089	1522	1927	1293	1135	529	753	1689	804	1708	1957	1656																								
UTAH	1696	1657	2500	2098	2368	1615	1222	1644	1249	477	908	543	2356	2167																								
VERMONT	914	1608	177	501	184	810	1324	1470	1256	2356	1446	2883	114	354																								
VIRGINIA	491	1036	707	131	545	627	1140	903	959	2172	1234	2685	585	276																								
WASHINGTON	2430	2559	3164	2765	3032	2279	1680	2546	2051	648	1706	627	3022	2834		</																						

FGE MILEAGE CHART

BETWEEN	N E W M E X I C O	N E W Y O R K	N. C A R O L I N A	N O R T H D A K O T A	D E L A W A R E	O K L A H O M A	O R E G O N	P E N N S Y L V A N I A	R H O D E I S L A N D	S. C A R O L I N A	S. D A K O T A	T E N N E S S E E	T E X A S	U T A H
ALABAMA	1278	1131	543	1545	658	796	2644	862	1186	357	1380	299	774	1870
ARIZONA	495	2457	2172	1467	1869	980	1229	2234	2581	2017	1317	1659	983	651
ARKANSAS	880	1316	873	1173	722	342	2241	1063	1404	723	986	345	489	1442
CALIFORNIA	1170	2871	2877	1534	2361	1655	533	2710	3029	2712	1497	2322	1752	665
COLORADO	356	1794	1682	675	1235	610	1293	1600	1947	1605	525	1164	910	504
CONNECTICUT	2057	97	605	1725	651	1557	3034	286	70	809	1658	998	1832	2303
DELAWARE	1886	301	352	1585	480	1386	2894	119	342	553	1518	754	1588	2160
FLORIDA	1499	1172	559	1749	803	995	2848	905	1219	354	1584	495	896	2070
GEORGIA	1378	968	372	1517	546	840	2666	701	1015	217	1379	253	923	1907
IDAHO	973	2494	2469	1033	1999	1449	450	2336	2652	2404	1079	1963	1660	362
ILLINOIS	1066	935	825	915	363	602	2108	728	1075	766	781	352	929	1352
INDIANA	1235	759	633	1017	171	735	2289	536	883	597	950	288	1046	1533
IOWA	948	1118	1096	666	618	547	1847	957	1276	1056	491	635	884	1091
KANSAS	690	1304	1137	746	716	290	1803	1081	1428	1060	555	619	680	1047
KENTUCKY	1348	780	486	1188	180	840	2452	523	870	427	1121	216	1036	1696
LOUISIANA	1046	1444	901	1529	936	602	2469	1175	1516	746	1330	543	440	1657
MAINE	2288	297	862	1922	894	1788	3231	543	205	1066	1855	1255	2089	2500
MARYLAND	1824	342	286	1523	418	1324	2832	96	388	490	1456	688	1322	2098
MASSACHUSETTS	2152	162	700	1790	746	1652	3099	381	1054	904	1723	1093	1927	2368
MICHIGAN	1444	676	729	1037	234	975	2346	518	834	776	970	324	1293	1615
MINNESOTA	1142	1190	1179	438	698	798	1747	1032	1348	1176	402	827	1135	1222
MISSISSIPPI	1033	1311	768	1431	779	571	2456	1042	1383	613	1244	386	529	1644
MISSOURI	883	1122	947	926	534	426	2005	899	1246	869	739	427	753	1249
MONTANA	1088	2222	2211	622	1730	1371	715	2064	2380	2208	697	1796	1689	477
NEBRASKA	759	1312	550	599	788	406	1664	1147	1470	1206	394	765	804	908
NEVADA	1089	2749	2705	1412	2239	1574	525	2588	2907	2629	1375	2200	1708	543
N. HAMPSHIRE	2146	155	740	1780	752	1646	3089	421	110	944	1713	1133	1957	2358
NEW JERSEY	1893	195	431	1572	487	1393	2901	122	235	635	1525	824	1658	2167
NEW MEXICO	0	1994	1745	1031	1406	538	1423	1771	2118	1595	863	177	687	611
NEW YORK	1994	0	619	1628	600	1494	2937	269	158	823	1561	987	1805	2206
N. CAROLINA	1745	619	0	1617	495	1207	2918	373	666	205	1550	528	1295	2162
N. DAKOTA	1031	1628	1617	0	1136	948	1318	1470	1786	1614	208	1264	1348	926
OHIO	1406	600	495	1136	0	906	2445	365	712	548	1069	393	1211	1696
OKLAHOMA	538	1494	1207	948	906	0	1899	1271	1618	1057	740	679	400	1100
OREGON	1423	2937	2918	1318	2445	1899	0	2779	3095	2854	1412	2413	2110	812
PENNSYLVANIA	1771	269	373	1470	365	1271	2779	0	347	559	1403	718	1552	2045
RHODE ISLAND	2118	158	666	1784	712	1618	3095	347	0	870	1719	1059	1893	2364
S. CAROLINA	1595	823	205	1614	548	1057	2854	559	870	0	1547	445	1140	2098
S. DAKOTA	863	1561	1550	208	1069	740	1412	1403	1719	1547	0	1126	1138	832
TENNESSEE	1217	987	528	1264	393	679	2413	718	1059	445	1126	0	834	1657
TEXAS	687	1805	1295	1346	1211	400	2110	1552	1893	1140	1138	834	0	1298
UTAH	611	2206	2162	926	1696	1100	812	2045	2364	2098	832	1657	1298	0
VERMONT	2128	159	778	1762	734	1628	3071	428	216	982	1695	1124	1939	2340
VIRGINIA	1815	464	155	1578	451	1277	2887	218	511	359	1511	598	1430	2142
WASHINGTON	1513	2870	2859	1251	2378	1989	163	2712	3028	2856	1345	2444	2200	902
W. VIRGINIA	1529	644	326	1291	169	1021	2592	375	722	384	1224	397	1217	1836
WISCONSIN	1230	938	927	695	446	825	2004	780	1096	924	632	573	1162	1371
WYOMING	456	1749	1705	575	1239	698	1213	1588	1907	1641	443	1200	996	457
DISTRICT OF COLUMBIA	1801	356	263	1500	395	1301	2809	110	403	467	1433	656	1490	2075

FGE MILEAGE CHART

BETWEEN	V E R M O N T	V I R G I N I A	W A S H I N G T O N	V I R G I N I A	W I S C O N S I N	W Y O M I N G	D I S T R I C T O F C O L U M B I A	P E N N S Y L V A N I A	P E N N S Y L V A N I A	C O N N E C T I C U T	M A N N T O W N S H I P	M A N N T O W N S H I P	M A N N T O W N S H I P	M A N N T O W N S H I P	M A N N T O W N S H I P	M A N N T O W N S H I P	M A N N T O W N S H I P
ALABAMA	1290	678	2692	627	872	1433	783	2356	1619	2757	1550	1035	1500	1860			
ARIZONA	2591	2257	1361	1992	1694	893	2264	1692	2955	1523	1835	2436	2677	1663			
ARKANSAS	1450	943	2298	728	713	1035	1001	1994	1837	2363	1242	1057	1564	1497			
CALIFORNIA	3005	3807	695	2501	2036	1122	2740	1464	3402	837	1849	2811	3050	1574			
COLORADO	1928	1677	1361	1371	959	101	1630	1296	2375	1454	1043	1486	1973	866			
CONNECTICUT	193	450	2967	661	1035	1846	347	2536	498	3032	1719	479	423	2041			
DELAWARE	460	197	2827	449	895	1703	98	2396	775	2892	1567	487	670	1901			
FLORIDA	1331	711	2896	710	1065	1637	816	2562	1652	2961	1754	1188	1541	2065			
GEORGIA	1127	507	2697	485	826	1453	612	2330	1448	923	1520	934	1337	1833			
IDAHO	2628	2441	540	2142	1642	763	2366	965	3025	611	1348	2186	2672	1073			
ILLINOIS	1069	805	2099	499	259	895	758	1728	1466	2164	920	660	1147	1231			
INDIANA	893	613	2259	307	327	1076	566	1630	1290	2324	1019	500	987	1333			
IOWA	1252	1060	1809	884	284	634	987	1480	1649	1874	681	810	1297	983			
KANSAS	1438	1149	1867	839	540	593	1111	1567	1835	1932	818	1036	1523	1070			
KENTUCKY	914	491	2430	181	1099	1239	523	2001	2798	2495	1190	557	1030	1504			
LOUISIANA	1608	1036	2539	938	992	1290	1113	2350	1949	2630	1598	1303	1783	1853			
MAINE	177	707	3164	918	1232	2043	999	2539	237	3229	1704	584	725	2059			
MARYLAND	501	131	2765	383	833	1641	32	2336	821	2630	1525	471	711	1839			
MASSACHUSETTS	184	545	3032	756	1100	1911	437	2600	399	3087	1765	544	387	2106			
MICHIGAN	810	627	2279	403	347	1158	548	1830	1148	2344	1019	298	785	1353			
MINNESOTA	1324	1140	1680	853	257	804	1062	1251	1660	1745	440	882	1297	754			
MISSISSIPPI	1470	903	2546	783	836	1269	980	2752	1816	2617	1484	1146	1626	1755			
MISSOURI	1256	959	2051	649	437	792	929	1747	1653	2116	942	860	1347	1250			
MONTANA	2356	2172	648	1885	1289	691	2094	566	2624	713	925	1914	2261	622			
NEBRASKA	1446	1234	1706	928	478	451	1177	1420	1843	1771	680	1004	1491	923			
NEVADA	2883	2685	687	2379	1914	1000	2618	1387	3280	829	1727	2441	2928	1452			
N. HAMPSHIRE	114	585	3022	796	1090	1901	477	2530	379	3067	1695	528	319	2050			
NEW JERSEY	354	276	2834	497	902	1710	166	2405	666	2895	1594	460	564	1906			
NEW MEXICO	2128	1815	1513	1529	1230	456	1801	1635	2525	1584	1383	1726	2213	1242			
NEW YORK	155	464	2870	644	938	1745	356	2441	534	2935	1622	387	369	1944			
N. CAROLINA	778	155	2855	326	927	1705	263	2430	1055	2924	1619	704	988	1932			
N. DAKOTA	1762	1578	1251	1291	695	575	1500	855	2007	1316	368	1305	1639	358			
OHIO	734	451	2378	169	446	1239	395	1549	1131	2443	1138	414	850	1457			
OKLAHOMA	1628	1277	1989	1021	825	696	1301	1764	2025	2060	1086	1235	1727	1267			
OREGON	3071	2857	163	2592	2004	1213	2805	1026	3320	305	1543	2623	2957	1189			
PENNSYLVANIA	428	218	2712	375	780	1588	110	2283	780	2777	1472	380	636	1786			
RHODE ISLAND	216	511	3088	722	1096	1907	403	2595	442	3053	1780	540	429	2102			
S. CAROLINA	987	359	2856	384	924	1641	467	2427	1303	2921	1616	871	1192	1930			
S. DAKOTA	1695	1511	1345	1224	632	443	1433	1056	2050	1410	520	1253	1667	561			
TENNESSEE	1124	598	2444	397	573	1200	656	2077	1492	2509	1267	766	1240	1580			
TEXAS	1939	1430	2200	1217	1162	998	1490	2182	2326	2771	1484	1546	2033	1685			
UTAH	2340	2142	902	1836	1371	457	2075	1041	2737	973	1294	1898	2385	1021			
VERMONT	0	623	3004	800	1072	1883	515	2416	402	3069	1561	430	240	1936			
VIRGINIA	623	0	2820	310	868	1683	303	2391	944	2885	1709	561	833	1894			
WASHINGTON	3004	2820	0	2533	1937	1303	2742	953	3253	146	1468	2536	2890	1114			
W. VIRGINIA	800	310	2533	0	601	1379	351	2104	1155	2598	1293	511	936	1607			
WISCONSIN	1072	888	1937	601	0	914	810	1506	1469	2002	697	630	1117	1011			
WYOMING	1883	1685	1303	1379	914	0	1618	1204	2230	1374	943	1441	1928	786			
DISTRICT OF COLUMBIA	515	303	2742	351	810	1618	0	2313	836	2807	1502	457	725	1816			