



Paul J. Graf
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The East Tower
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13126
RECORDATION NO. F. 7th 1425

JUN 1 1981-9 20 AM

INTERSTATE COMMERCE COMMISSION

May 28, 1981

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

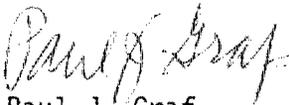
RE: Recordation of Lease between Virginia Central Railway and Evans Railcar
Leasing Company dated May 1, 1981.

Dear Mrs. Lee:

I am enclosing for filing and recording three 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 letterhead address.

Very truly yours,


Paul J. Graf

PJG:sm

Enclosures

EVANS RAILCAR LEASING COMPANY
RAILROAD CAR LEASE AGREEMENT

13126
RECORDATION NO. Filed 1425

JUN 1 1981-9 20 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT made and entered into this 1st day of
May, 1981, between EVANS RAILCAR LEASING
COMPANY, an Illinois corporation (hereinafter called "Evans")
and Virginia Central Railway
a(n) Virginia corporation, with its principal place
of business at 510 Walnut Street, Philadelphia, PA,
19106 (hereinafter
called "Lessee").

RECITALS

Lessee desires to lease from Evans 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. Evans agrees to lease to Lessee and
Lessee agrees to and does hereby lease from Evans, 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
Lease and thereby made a part hereof. All Schedules shall be
in the form of Schedule 1 hereto, shall contain such other
terms and provisions as Evans 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 the body of
this Lease.

2. Delivery of Cars. Evans shall deliver the Cars as
promptly as is reasonably possible. Evans' obligations with
respect to delivery of all or any of the Cars are hereby made
expressly subject to, and Evans 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 Evans' 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 Evans 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 Evans 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 Evans' request, Lessee shall deliver to Evans 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 hereunder, Lessee shall be entitled to possession of each Car from and after delivery of 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 Evans of such Car, as provided in Paragraph 2 hereof. However, the lease term with respect to all Cars covered by a particular Schedule shall be deemed to commence on the Average Date of Delivery of the Cars covered

by such Schedule and shall terminate upon expiration of the period 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 Evans 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 Evans' reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of Evans, but Evans 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 Evans in immediately available United States funds at the address provided in Paragraph 21 hereof, or such other place as Evans 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 Evans. Any parts, replacements or additions made to any Car shall be accessions to such Car and title thereto shall immediately vest in Evans. In the event that Evans performs any Repair Work for Lessee, all sums due for such Repair Work shall be additional rental hereunder.

10. Substitution of Cars. Evans 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 Evans 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 any reason whatsoever, including Repair Work.

12. Taxes. Lessee shall be liable at all times for and shall pay or reimburse Evans 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. All taxes reimbursable to Evans pursuant to this Section 12 shall be additional rental hereunder.

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 Evans' 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 Evans and hold it harmless from any loss, expense or liability which Evans 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 Evans' negligence. Evans 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 Evans upon delivery of a Car or upon the making of repairs thereto by Evans, 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 "Evans" 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 Evans' election all Cars may be marked to indicate the rights of Evans, or an assignee, mortgagee, trustee, pledgee or security holder of Evans or a lessor to Evans 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 Evans. Evans may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans 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 Evans of such occurrence. Except where Evans 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 Evans, promptly make payment to Evans 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 Evans 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 Evans under this Lease with respect thereto excepting accrued rent and liabilities arising or existing under Paragraph 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 Evans by delivering same to Evans at such repair shop, storage or terminal facility as Evans 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 Evans' reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as Evans shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to Evans 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 Evans, 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 Evans may at its election:

(a) terminate this Lease as of the date of such default 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. Evans 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 Evans 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 Evans 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 Evans' 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 follow:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of Evans; 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 Evans 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 Evans 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 Evans has assigned its rights under this Lease with respect to Cars subject to a particular Schedule, Lessee shall, if requested in writing by Evans or such assignee, make separate payment of rentals and other sums due with respect to such Cars to such place and person as Evans 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 Evans under this Lease or by reason of any indebtedness or liability at any time owing by Evans to Lessee.

The making of an assignment or sublease by Lessee or an assignment by Evans 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 Evans or its assignee, Lessee will deliver to Evans an opinion of counsel for Lessee, addressed to Evans or its assignee in form and substance satisfactory to counsel for Evans 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:

Evans at: 2550 Golf Road
Rolling Meadows, Illinois 60008

or at such other addresses as Evans 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. Evans 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. EVANS 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 EVANS 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 Evans 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 eighteen 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) "Average Date of Delivery" - that date which is determined by (i) multiplying the number of Cars delivered by Evans 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.

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

(c) "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.

(d) "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.

(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 Evans, 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.

30. Financial Statements. Lessee agrees to furnish Lessor with audited financial statements annually with 60 days after the close of each accounting year.

31. Lessee. Shall mean and include any subsidiary, parent or affiliated corporation for all purpose of this lease.

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

Attest:

Thomas L. Schoenbeck
Asst. Secretary

EVANS RAILCAR LEASING COMPANY
an Illinois Corporation

By *[Signature]*
Vice President

(CORPORATE SEAL)

VIRGINIA CENTRAL RAILWAY
a Pennsylvania Corporation

Attest:

By *[Signature]*
Secretary

By: *[Signature]*
President

(CORPORATE SEAL)

Attest:

By _____
Secretary

a(n) _____ Corp.

STATE OF Illinois
COUNTY OF Cook

On this 1st day of May, 1981, before me personally appeared Paul R. Leak, to me personally known, who being by me duly sworn, says that he is Vice President of EVANS RAILCAR LEASING COMPANY, and Thomas L. Schoenbeck personally known to be the 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.

Paul R. Graf
Notary Public

STATE OF
COUNTY OF

On this 1st day of May, 1981, before me personally appeared David E. Wasserstrom, to me personally known, who being by me duly sworn says that he is President of Virginia Central Railway 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.

Paul R. Graf
Notary Public

EXHIBIT A

Schedule _____ to Lease dated _____, 19____,
by and between EVANS RAILCAR LEASING COMPANY ("Evans") and

("Lessee")

CERTIFICATE OF ACCEPTANCE

_____, 19____

Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

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

EVANS RAILCAR 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

EVANS' LOT NO. _____

Schedule 1

Page 1 of Schedule 1 dated May 1,, 19 81 to
Lease dated May 1,, 19 81, by and between EVANS RAILCAR
LEASING COMPANY ("Evans") and Virginia Central Railway
("Lessee").

TYPE AND DESCRIPTION OF CAR:

70-Ton 50'6" rigid underframe boxcars

NUMBER OF CARS:

283 - To be in Umbler Bracket \$43,001 to \$43,999

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

REPORTING MARKS AND NUMBERS:

VC 1000 - VC 1282 inclusive

SPECIFICATIONS DESIGNATED BY LESSEE:

Cars to be painted per Lessee's specifications

INITIAL F.O.T. DELIVERY POINT:

Cartersville, Georgia

Page 2 of Schedule 1 dated May 1, 19 81,
to Lease dated May 1, 19 81, by and between
EVANS RAILCAR LEASING COMPANY ("Evans") and Virginia
Central Railway ("Lessee").

LEASE TERM: 15 Years

MONTHLY RENTAL: \$500.00 per car

SPECIAL TERMS: Rider to Lease, Guaranty, and Addendum attached hereto and made a part hereof.

VIRGINIA CENTRAL RAILWAY
Lessee

By *David E. Warrick*
President

(CORPORATE SEAL)

Attest:

David E. Warrick
Secretary

EVANS RAILCAR LEASING COMPANY

By *Joe*
President

(CORPORATE SEAL)

Attest:

Thomas L. Schoenbach
Asst. Secretary

ADDENDUM TO RAILROAD CAR LEASE AGREEMENT
DATED May 1, 1981, BY AND BETWEEN
EVANS RAILCAR LEASING COMPANY, LESSOR
AND
VIRGINIA CENTRAL RAILWAY, LESSEE

1. Paragraph 4, entitled "Use and Possession," is hereby amended by adding the words "and Mexico" after the word "Canada" on the twelfth 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 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 fifth and sixth lines of that paragraph, and inserting therein the following: "at the repair shop, storage or terminal facility regularly used by Evans for contractual repairs or affiliated with United which is closest to the location of such Car at the time of such expiration of this Lease."

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, Evans 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 May 1, 1981, 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:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schenbeck
Secretary

By [Signature]
~~Senior~~ Vice President

ATTEST:

VIRGINIA CENTRAL RAILWAY

[Signature]
Secretary

By [Signature]
President

3/6/81

R I D E R T O L E A S E

This Rider to Lease is hereby made a part of and is executed concurrently with that certain Lease ("Lease") dated May 1, 1981, 1981, entered into by and between EVANS RAILCAR LEASING COMPANY ("Lessor") and VIRGINIA CENTRAL RAILWAY ("Lessee").

1. ESCROW ACCOUNT. It is agreed, for the purpose of securing and protecting Lessor's interest hereunder, that all car hire revenues (including, without limitation, per diem, mileage and incentive payments) payable with respect to the cars leased hereunder shall be paid to and deposited in an escrow account at such bank or other financial institution as shall be mutually agreeable and such escrow agent shall hold all deposits subject to the following instructions:

a) On the first day of each month during the term of the Lease, the escrow agent shall pay Lessor from any and all escrowed funds, including excess funds accumulated from prior months, the monthly rental on the leased cars, which amount will be set forth in an invoice from Lessor to the escrow agent. (Lessor will send Lessee a copy of such invoice).

b) The escrow agent will pay Lessee on the first of each month the difference between the invoice amount in subparagraph "a", above, and revenues generated by the cars which are attributable to usage; provided, however, that Lessee will not be paid for utilization in excess of eighty percent (80%).

c) The balance of revenue attributable to usage but not paid out as above set forth shall be held by the escrow agent.

d) Lessee shall be entitled to all interest on escrowed funds and may withdraw the interest in its sole discretion.

e) The escrow account shall exist for a period of eight (8) years from the date of this Lease, and, at the expiration of the eight year period, all funds remaining in the escrow account shall be paid to Lessee.

f) The amount of money held in the escrow account shall never exceed the sum of \$750,000.00 and any money otherwise payable to the escrow account which would cause the deposits in the account to exceed said sum shall be paid directly to the Lessee.

g) It is understood between the parties that Lessee has cars running throughout the railroad network in addition to those being leased hereunder. It is further understood, for billing purposes, that railroads do not segregate railroad cars of a particular owner. As a result, when drafts representing car hire payments are received, the drafts will include amounts attributable to railroad cars in addition to the 283 cars being leased hereunder. Therefore, it is agreed that Lessee, as soon as reasonably practicable after the receipt of funds, will give the escrow agent a report, with a copy to Lessor, wherein the funds attributable to the cars leased hereunder will be segregated from the remainder of the money being paid under the draft, and the escrow agent will be directed to deposit the sum that is not attributable to the cars being leased hereunder in such account as the Lessee may designate.

2. LETTER OF INTENT. Lessee shall deliver herewith a binding Letter of Intent from a bank to issue an irrevocable Letter of Credit on the terms hereinafter set forth. The Letter of Intent will provide that the bank will issue the irrevocable Letter of Credit when it is in receipt of the sum of approximately \$700,000.00 representing repayment of a loan resulting from a prior Letter of Credit which was obtained by Lessee with respect to the possible purchase by Lessee of the Railcars being leased hereunder. All costs and expenses incurred in obtaining the Letter of Intent will be paid by Lessee. If Lessee fails to obtain the Letter of Intent prior to the expiration of the 30 days, Lessor, may, at its option, terminate this Lease.

3. LETTER OF CREDIT. As further security for Lessor's position hereunder, Lessee agrees to obtain an irrevocable Letter of Credit as heretofore mentioned, from a bank in the amount of Five Hundred Thousand Dollars (\$500,000.00). The Letter of Credit shall provide that in the event that payments from the escrow account, as set forth above, are insufficient to pay Lessor the total amount of monthly rent due under the Lease, then the deficiency shall be paid to the Lessor by the bank issuing the Letter of Credit up to the maximum amount of the Letter of Credit; provided however, that the Lessor shall not draw on the Letter of Credit unless the accumulated deficiency shall exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). It is agreed that for the period of time after the date of the Lease that the Letter of Credit is not in existence, including but not limited to the situation where an existing Letter of Credit terminates prior to the end of the five-year period, then for the period that a Letter of Credit is not in existence on the terms herein stated, it is agreed that David E. Wasserstrom shall be personally liable for all rental payment deficiencies. The said David E. Wasserstrom has signed below, individually, and not as an officer of the Lessee, to indicate his agreement to assume the personal liability as herein stated.

It is agreed that the Letter of Credit may provide that the bank's obligation may be decreased to the extent that the sum of money in the escrow account, less accrued interest, plus the obligation of the bank under the Letter of Credit exceeds One Million Dollars (\$1,000,000.00).

4. INTEREST EXPENSE. It is understood, as heretofore stated, that Lessee has incurred indebtedness in the approximate amount of \$700,000.00 in connection with the anticipated purchase of the Railcars being leased hereunder; however, because of certain events, Lessee was unable to complete said transaction.

In consideration of Lessee entering into this Lease Agreement, the Lessor agrees that it will pay 50% of the interest on said indebtedness from and after the date that Lessee obtains a Letter of Intent as heretofore described; provided however, Lessor will only pay such interest for a period of four months, and Lessor's obligation to pay the said 50% will not apply to interest charges in excess of 21%.

5. RETURN OF FUNDS. It is understood between the parties that UNITED-AMERICAN CAR COMPANY is currently holding a sum of money that will be returned to Lessee upon the purchase of the Cars leased hereunder by Lessor, and it is further understood that Lessor will purchase the Railcars to be leased hereunder from UNITED-AMERICAN CAR COMPANY.

The foregoing being fully understood, it is, therefore, agreed that Lessee will advise UNITED-AMERICAN CAR COMPANY that the first month's rent under the Lease will be paid to Lessor by way of an offset against the purchase price for the cars, in the amount of \$500.00 per car.

As the Railcars are purchased by Lessor from UNITED-AMERICAN CAR COMPANY, UNITED-AMERICAN will return the sum of money that it is holding, in the form of an offset to the purchase price for the Railcars, as above-stated, and, additionally, as each car is purchased by Lessor, UNITED-AMERICAN CAR COMPANY will pay Lessee the sum of \$2,500.00. Lessee agrees, upon receipt of such sum, to apply the same to the repayment of the debt heretofore referred to in paragraph 2.

6. SECURITY INTEREST. As further interest for Lessor's position hereunder, Lessee grants Lessor a security interest in all receivables flowing from the utilization of the Railcars being leased hereunder, and Lessee agrees in connection therewith to execute a financing statement or other documents as Lessor may reasonably require.

ATTEST:

VIRGINIA CENTRAL RAILWAY



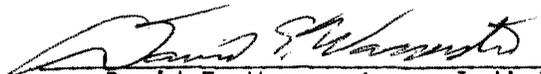
By: 
_____ President

ATTEST:

EVANS RAILCAR LEASING COMPANY


_____ *Asst. Secretary*

By: 
_____ Vice President


_____ David E. Wasserstrom, Individually

GUARANTY

THIS GUARANTY, given this 1st day of May 1981 by CENTRAIL CORPORATION (hereinafter called "Guarantor") to EVANS RAILCAR LEASING COMPANY (hereinafter called "Evans").

WITNESSETH:

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 two hundred eighty-three (283) 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 declration 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) to reimburse Evans for all costs, expenses, and reasonable attorney's 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.

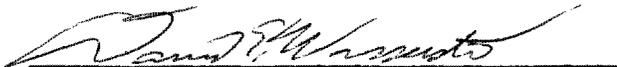
SECTION 3. The guaranty herein expressed may be transferred and assigned at any time or from time to time and shall be considered to be transferred and assigned upon the assignment by Evans of its notice to Guarantor or to Lessee. Guarantory hereby agrees to execute and deliver such instruments and to 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.

ATTEST:

CENTRAIL CORPORATION



BY: 