

A.



100 North Charles Street
Baltimore, MD 21201

RECORDATION NO. 15248 FILED 1488

CSX Equipment

OCT 19 1989 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

October 17, 1989

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Ave., N.W.
Washington D.C., 20423

9-292A019

Dear Mrs. Mildred Lee:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. sec. 11303 (a) and the regulations promulgated thereunder, are one (1) original and three (3) executed counterparts thereof of a secondary document, not previously recorded, entitled LEASE AGREEMENT - ROADRAILER UNITS, dated as of October 12, 1989.

The parties to the enclosed lease and consent to sublease agreement are:

The Connecticut Bank and Trust Company,
(as Original Lessor / Trustee)
One Constitution Plaza, A06K
Hartford, Connecticut 06115

CSX Logistics, Inc., (as Sublessor)
c/o CSX Transportation Inc.,
100 North Charles Street
Baltimore, MD 21201

Triple Crown Services, Inc., (as Sublessee)
1315 Directors Row, Suite 2B
P.O. Box 12608
Fort Wayne, Indiana 46864

The enclosed document, among other things, establishes the sublease of Roadrailer vans as originally leased by the Sublessor under the LEASE OF ROADRAILER VANS, dated June 1, 1987, originally recorded with the Interstate Commerce Commission on June 19, 1987 and assigned Recordation No. 15248.

Enclosed is a check for \$13.00 as payment for the filing under the LEASE OF ROADRAILER VANS, dated as of June 1, 1987 between CSX Logistics, Inc. (as Lessee) and The Connecticut Bank and Trust Company, National Association (as Lessor).

RECORDED
OCT 17 1989
12 55 PM '89

Once the filing has been made, please return to the undersigned stamped copies of the LEASE AGREEMENT - ROADRAILER UNITS not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,


Robert F. Hochwarth
Senior Counsel

Return to: Richardson C. Cole
CSX Transportation, Inc.
Treasury Department, B6E
100 North Charles St.
Baltimore, MD. 21201

cc: Mr. A.B. Aftoora B12C
Mr. D.J. Voisard B06E

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/19/89

OFFICE OF THE SECRETARY

Robert F. Hochwarth
Senior Counsel
CSX Transportation Inc.
100 North Charles St.
Baltimore, MD. 21201

c/o R.C. Cole

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 10/19/89 at 12:55pm and assigned recordation number(s). 15248-D

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

*Mr. Cole
I have put the same title on your
document that you have in your transmittal
letter. I thank you
msj*

OCT 19 1989-12 55 PM
INTERSTATE COMMERCE COMMISSIONSubLEASE AGREEMENT - ROADRAILER® UNIT

This Agreement is made this 12th day of October 1989, by and between CSX LOGISTICS, INC. (Sublessor), a Delaware corporation, with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC. (Sublessee), an Oklahoma corporation, with principal offices at 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, Sublessee owns and operates a fleet of bimodal freight equipment for use in its intermodal transportation service and wishes to obtain additional bimodal freight equipment for its use; and

WHEREAS, by agreement dated June 1, 1987, between Sublessor and The Connecticut Bank and Trust Company, National Association, acting as trustee for Metlife Capital Credit Corporation (Basic Lease Agreement), Sublessor leases two hundred thirty-seven (237) Mark IV Model 3100 RoadRailer® units, and Sublessor also owns three (3) Mark IV Adapterailers, all with reporting marks as set forth in Appendix A to this Agreement, incorporated herein and made a part hereof (collectively, Equipment), and Sublessor is willing to sublease Equipment to Sublessee, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

SECTION 1. EFFECTIVE DATE, TERM, AND TERMINATION.

1.1 This Agreement will take effect on October 1, 1989. Except as provided in Section 1.2, this Agreement will remain in effect until the date the last unit of Equipment is returned to Sublessor by Sublessee, pursuant to Section 4.6, or until October 1, 1991, whichever date is earlier.

1.2 Beginning eighteen (18) months after the effective date of this Agreement, Sublessor or Sublessee will have the right to terminate this Agreement at any time upon at least sixty (60) days' written notice to the other party.

1.3 Prior to or on the expiration date or the date of termination of this Agreement, Sublessee will return all Equipment leased hereunder to Sublessor, pursuant to Section 4.6.

SECTION 2. RENEWAL AND PURCHASE OPTIONS.

2.1 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, Sublessee may extend the term of this Agreement for an additional term of two (2) years by giving Sublessor written notice of its intent to extend the term on or before July 1, 1991.

2.2 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, at any time on or after October 1, 1992, Sublessee may purchase all, but not less than all, Equipment, less Casualty Units, by giving Sublessor at least four (4) months' written notice of its intent to purchase. Said option to purchase Equipment is subject to Sublessor's compliance with Section 16.1 and Section 16.4 of the Basic Lease Agreement, and Sublessor will use its best efforts to comply with said sections. The purchase price of the Equipment will be the sum of (a) the rental charges for Equipment due and payable on the date of purchase and sale, (b) the greater of (i) the fair market value of all Equipment, less Casualty Units, as of the date of said notice of intent or (ii) the Casualty Value of all Equipment, less Casualty Units, as of the date of said notice of intent, and (c) any sales, excise, or other taxes (except federal, state, or local income taxes) imposed as a result of said purchase and sale. The fair market value of the Equipment will be determined by mutual agreement of Sublessor and Sublessee, or failing agreement, by independent appraisal obtained jointly by Sublessor and Sublessee.

SECTION 3. RENTAL CHARGES AND PAYMENT.

3.1 In consideration for the lease and use of Equipment during the term of this Agreement, Sublessee will pay Sublessor the following rental charges, to be calculated separately for each unit of Equipment:

Rental Charge per Day

<u>RoadRailer® Unit</u>	<u>Adapter Car</u>
\$15.00	\$18.00

3.2 Rental charges will accrue on a unit of Equipment starting on the day after Sublessee takes delivery of said unit in Operable Condition and will cease on the earlier of (a) the date said unit is returned by Sublessee to Sublessor, pursuant to Section 4.6, (b) the date said unit is purchased by Sublessee, pursuant to Section 2.2, or (c) if said unit is a Casualty Unit, the date of payment of the Casualty Value of said unit, pursuant to Section 7.2.

3.3 Sublessee will pay Sublessor rental charges on a calendar monthly basis within twenty (20) days after the end of each calendar month during which Equipment is leased by Sublessee. Payment will be made to:

CSX Logistics, Inc.
c/o CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201
Attn: Treasurer-Equipment Group

3.4 Rental charges will continue to accrue when Equipment is in the possession of connecting rail and motor carriers after receipt or interchange from Sublessee or in the possession of Sublessee's parent corporation or corporate affiliates. Except as provided in Section 3.2, rental charges will continue on all Equipment during the term of this Agreement, regardless of whether or not a particular unit of Equipment is under repair, defective, damaged, lost, destroyed, or alleged to be defective, damaged, lost, or destroyed.

3.5 Sublessee will not be entitled to any abatement or reduction of or set off against rental charges, including but not limited to abatement, reduction, or set off due to or alleged to be due to or by reason of any past, present, or future claim of Sublessee against Sublessor under this Agreement or otherwise, against the manufacturer of Equipment, or against any person or entity having or claiming a beneficial interest in Equipment.

SECTION 4. INSPECTION, DELIVERY, AND RETURN OF EQUIPMENT.

4.1 Prior to the execution date of this Agreement, Sublessor, at its sole expense, will have made available Equipment to Sublessee for inspection at Sublessor's facility at Atlanta, Georgia, or other mutually agreeable locations, and Sublessee and Sublessor will agree upon a mutually convenient time for said inspection. Sublessee will have the right to inspect each unit of Equipment to determine if Equipment is in "Operable Condition", as that term is defined in Section 4.2. Said inspection will include but need not be limited to a determination of the tire tread depths for each unit of Equipment for purposes of calculating any compensation adjustment, pursuant to Section 6.3.

4.2 For purposes of this Agreement, "Operable Condition" will mean that (a) a unit of Equipment is in a condition that permits immediate assembly into intermodal trains and operation over rail and highway in Sublessee's intermodal transportation service in compliance with minimum applicable federal or state regulatory standards for rail and highway usage; (b) all titles, registrations, registration plates, permits, and licenses applicable to and necessary for operation of Equipment are in effect and properly on Equipment; and (c) all necessary modifications to Equipment are completed by the manufacturer of Equipment or its designee. The determination of whether or not a unit of Equipment is in Operable Condition will be made by Sublessee at its sole discretion.

4.3 On or prior to the effective date of this Agreement, Sublessee will complete its inspection of Equipment and will notify Sublessor of any unit of Equipment determined by Sublessee not to be in Operable Condition. Said notice will specify the unit(s) of Equipment not in Operable Condition and the reason(s) said unit(s) fail to attain Operable Condition. At its sole expense prior to the date of availability for

delivery under Section 4.4, Sublessor may place said unit(s) in Operable Condition and will provide Sublessee detailed records of repairs performed on each said unit(s). If Sublessor fails to place said unit(s) in Operable Condition to Sublessee's full satisfaction prior to said date of availability, said unit(s) will not be considered leased to Sublessee, and Sublessee will not be required to pay rental charges on said unit(s) until said unit(s) are made available for delivery to Sublessee in Operable Condition and accepted by Sublessee.

4.4 Upon inspection and acceptance of a unit of Equipment by Sublessee or upon placement of a unit of Equipment in Operable Condition and acceptance of said unit by Sublessee, Sublessee will execute and deliver to Sublessor a certificate in substantially the form set forth in Appendix B to this Agreement, incorporated herein and made a part hereof, (Certificate of Acceptance) stating that said unit was inspected and is in Operable Condition and that delivery of said unit is accepted by Sublessee. Simultaneously with receipt of a Certificate of Acceptance, Sublessor, at its sole expense, will make available said unit for delivery to Sublessee at Sublessee's terminals at Atlanta, Georgia, or other mutually agreeable locations, at a time mutually agreeable to the parties. For purposes of this Agreement, delivery of a unit of Equipment by Sublessor to Sublessee will be deemed to have occurred upon delivery by Sublessee to Sublessor of the Certificate of Acceptance applicable to said unit, and a Certificate of Acceptance will be conclusive evidence that said unit was delivered to and accepted by Sublessee, is subleased by Sublessee pursuant to this Agreement, and is subject to all terms, provisions, and conditions of this Agreement.

4.5 Sublessee may take delivery of all Equipment in Operable Condition at one (1) time or may take delivery in installments. Sublessee will take delivery of all units of Equipment in Operable Condition or placed in Operable Condition within ninety (90) days after the effective date of this Agreement.

4.6 Equipment will be returned to Sublessor on or prior to the date of expiration or termination of this Agreement. Equipment will be returned at Sublessee's sole expense to Sublessor at Sublessor's facilities at Atlanta, Georgia, or at other mutually agreeable locations. For purposes of this Agreement, return of Equipment by Sublessee to Sublessor will occur upon interchange by or on behalf of Sublessee to Sublessor of each unit of Equipment. Equipment will be returned to Sublessor in Operable Condition, ordinary wear and tear excepted. Sublessor may inspect Equipment to determine its physical condition prior to accepting return.

SECTION 5. USE OF EQUIPMENT.

5.1 Sublessee will use or permit use of Equipment only in Sublessee's intermodal transportation service or in the

intermodal transportation service of Sublessee's parent corporation and corporate affiliates; provided, however, that (a) interchange of Equipment with other rail carriers and with motor carriers for movement on rail or highway in the United States or Canada immediately prior or subsequent to movement in intermodal transportation service of Sublessee, its parent corporation, or its corporate affiliates will be permitted, (b) Equipment will be used predominately (as defined by mileage, days, or any other applicable measurement) in the United States, and (c) triangulation operations will be permitted. Sublessee will notify Sublessor in writing at least thirty (30) days prior to use of Equipment in Canada in scheduled service. Any requirements of the Basic Lease Agreement for use of Equipment in Canada will be satisfied by Sublessor at its sole expense.

5.2 Sublessee will operate Equipment or cause Equipment to be operated in a safe and reasonable manner and in observance of any applicable statutes and regulations. Upon request of Sublessor, Sublessee will make available Equipment for inspection by Sublessor or its designee to assure proper use of Equipment. Said inspection by Sublessor will be at reasonable times and places, for reasonable periods, and at Sublessor's sole expense and risk of loss or liability.

5.3 During the term of this Agreement, Sublessee will preserve the integrity of normal and usual equipment identification markings required by the Basic Lease Agreement or by applicable Federal, state, or local statute or regulation in existence on Equipment as of the date of delivery of Equipment to Sublessee. At its sole expense and subject to any approvals or consents required under the Basic Lease Agreement, Sublessee may place its corporate name, initials, or other insignia customarily used by Sublessee on Equipment. Prior to return of Equipment to Sublessor, at its sole expense Sublessee will remove any name, initials, or insignia it placed on Equipment.

5.4 Prior to delivery of Equipment to Sublessee, the load limit, if any, of each unit of Equipment will be marked clearly and appropriately on each unit of Equipment. Sublessee will not load Equipment or permit Equipment to be loaded in excess of the load limit for which Equipment was designed and will reimburse, indemnify, and hold harmless Sublessor for any damages resulting from loading in excess of the load limit so marked.

5.5 Any revenues earned by use of Equipment in Sublessee's intermodal transportation service or in the intermodal transportation service of Sublessee's parent corporation and corporate affiliates will accrue to Sublessee, and nothing in this Agreement will give Sublessor any interest in or claim to said revenues.

SECTION 6. MAINTENANCE.

6.1 At its sole expense during the term of this Agreement, Sublessee will perform or cause to be performed all

inspection, service, repair, and/or maintenance necessary to keep Equipment in Operable Condition. Parts installed or replaced in any unit of Equipment will become accessions to said unit. Significant modifications to Equipment may not be performed without the prior written approval of Sublessor.

6.2 Sublessor will assign or arrange for assignment to Sublessee of any manufacturer's or vendor's warranty applicable to Equipment. Sublessor will cooperate with Sublessee to enforce warranty claims against each vendor and manufacturer of Equipment. Sublessor will make available to Sublessee records or reports of any service, repair, or maintenance of Equipment performed under warranty prior to delivery of any unit of Equipment to Sublessee.

6.3 Sublessee will return RoadRailer® units to Sublessor with complete sets of tires. Upon return of a RoadRailer® unit, each tire will be comparable in quality to the original tire upon delivery of said unit to Sublessee, less normal wear and tear, as determined by a joint inspection at the time said unit is returned to Sublessor. The total tire tread depths determined at the time of inspection and delivery of said unit to Sublessee, as noted on the Certificate of Acceptance, and upon return of said unit to Sublessor will be used to determine any compensation adjustment. For each one-thirtysecond (1/32) of an inch the aggregate tread depth of RoadRailer® tires upon return exceeds the aggregate tread depth at time of inspection and delivery, less normal wear and tear, Sublessor will pay Sublessee Five Dollars (\$5.00). For each one-thirtysecond (1/32) of an inch the aggregate tread depth of RoadRailer® tires at time of inspection and delivery exceeds the aggregate tread depth upon return, less normal wear and tear, Sublessee will pay Sublessor Five Dollars (\$5.00). For purposes of this calculation, normal wear and tear will be considered to be a decrease in tread depth of one-thirtysecond (1/32) of an inch per six (6) months or fraction thereof during which a RoadRailer® unit is leased by Sublessee.

SECTION 7. RESPONSIBILITY FOR EQUIPMENT LOSS OR DAMAGE.

7.1 Sublessee will be responsible and liable to Sublessor for all damage to, destruction of, or loss of Equipment while Equipment is in the possession of Sublessee, except for damage or destruction caused by the sole negligence of Sublessor, its parent corporation, and its corporate affiliates and their officers, employees, and agents. For purposes of this Agreement, Equipment will be deemed to be in Sublessee's possession from the time a unit of Equipment is delivered by Sublessor to Sublessee, pursuant to Section 4.4, and until the time said unit is returned by Sublessee to Sublessor, pursuant to Section 4.6.

7.2 Sublessee promptly will notify Sublessor in writing upon receipt by Sublessee of any knowledge of any damage to, loss of, or destruction of any Equipment. Subject to Section 7.1, Sublessee will be responsible for the repair of

damaged Equipment. If a unit of Equipment is lost or destroyed or is damaged and cannot reasonably or economically be repaired (Casualty Unit), Sublessee will be responsible for the Casualty Value of said Casualty Unit, which Casualty Value will consist of a percentage of the original purchase price of said Casualty Unit, as specified in Appendix C to this Agreement, which is incorporated herein and made a part hereof. Upon the payment by Sublessee of the Casualty Value of any said Casualty Unit, rental charges for said Casualty Unit will cease as of the date of said payment, Sublessee, acting as agent of Sublessor, will dispose of said Casualty Unit at the best price available on an "as is, where is" basis, and Sublessee will retain the proceeds of said sale, not to exceed the amount of the Casualty Value paid for said unit.

SECTION 8. LIABILITY AND INSURANCE.

8.1 Sublessee will reimburse, indemnify, and hold harmless Sublessor, its corporate parent, and its corporate affiliates and their employees, agents, and subcontractors from and against all liability, loss, expense, or damage arising out of or in connection with the lease and use of Equipment under this Agreement, including but not limited to liability, loss, expense, or damage resulting from injury to or death of any person, including the officers, employees, agents, and subcontractors of Sublessee, Sublessor, and third parties, or damage to any property, including lading and property of Sublessee, Sublessor, and third parties, but excepting any said liability, loss, expense, or damage caused by or arising out of or in connection with (i) the sole negligence of Sublessor, its parent corporation, or its corporate affiliates or their officers, employees, agents, or subcontractors, (ii) Sublessor's or a third party's default under the Basic Lease Agreement, or (iii) as otherwise provided in this Agreement.

8.2 During the term of this Agreement and at its own expense, Sublessee will maintain property insurance covering the Equipment and public liability insurance covering third party bodily injury and property damage in amounts, covering risks, and with insurance companies consistent with Sublessee's and railroad industry practices or may self-insure for said risks in a manner consistent with Sublessee's and railroad industry practices. As of the date of this Agreement, Sublessee maintains public liability and property insurance in excess of a retention of Twenty-Five Million Dollars (\$25,000,000.00). Sublessor may at its own expense carry insurance with respect to its interest in Equipment; provided, however, said insurance will not prevent Sublessee from carrying insurance pursuant to this Paragraph or affect adversely the availability or cost of said insurance.

SECTION 9. TAXES.

9.1 Except as provided in Section 9.2 and Section 9.3, Sublessee timely will pay, or promptly will reimburse Sublessor

if payment is made by it, all federal, state, or local property, sales, use, or other license, tax, duty, levy, imposition, assessment, or charge (collectively, Impositions) (excluding any federal, state, or local income taxes) levied or imposed upon, measured by, or exacted because of use or lease of Equipment by Sublessee. At all times during the term of this Agreement, Sublessee will keep Equipment free and clear of all Impositions that might in any way affect or impair the title of Sublessor to or its interest in Equipment or result in a lien upon Equipment. Sublessee promptly will pay or reimburse Sublessor for any interest or penalty payable by Sublessor resulting from any delay in paying any Impositions that are the responsibility of Sublessee under this Section. If, during the term of this Agreement, Sublessee becomes liable for the payment or reimbursement of any Impositions pursuant to this Section, notwithstanding the termination of this Agreement, said liability will continue until all Impositions and any interest or penalty thereon are paid or reimbursed by Sublessee.

9.2 Sublessee will not be required to pay any Imposition or any interest or penalty thereon that accrued prior to delivery of Equipment to Sublessee or after return of Equipment to Sublessor. Nothing in this Section will be construed to diminish any right of Sublessee to contest any Imposition in appropriate judicial or administrative proceedings, and unless required by law, Sublessee will not be required by this Agreement to pay any Imposition so long as Sublessee is contesting in good faith the validity thereof by appropriate legal proceeding. If Sublessee is contesting in good faith the validity of any Imposition and if it is judicially determined that said Imposition is valid and binding or if said proceeding is discontinued, Sublessee forthwith will pay said Imposition together with all costs, interest, and penalties attached thereto.

9.3 Sublessee will be under no obligation to pay or indemnify Sublessor or any third party for or against any disallowance, recapture, or other loss or diminution of any tax benefits sought or anticipated by Sublessor or any third party under the Basic Lease Agreement or otherwise.

SECTION 10. COMPLIANCE WITH LAW.

10.1 Except as provided in Section 4.2, during the term of this Agreement, Sublessee will obtain and renew all titles, registrations, registration plates, licenses, permits, or certificates applicable to Equipment and in effect and properly on Equipment as of the date of delivery of Equipment to Sublessee or required by law or otherwise for Sublessee's lawful operation of Equipment, and Sublessee will assume the full cost thereof. Sublessee will keep fully informed of all Federal and state laws (including, but not limited to, United States Department of Transportation Hazardous Materials Regulations, as may be supplemented from time to time), all

local laws, ordinances, and regulations, any injunctions, and all final orders and decrees of bodies or tribunals having any jurisdiction or authority that in any way affect the performance of this Agreement. Sublessee will at all times observe and comply with said laws, ordinances, regulations, injunctions, and final orders and decrees and will protect, hold harmless, and indemnify Sublessor from and against any claim or liability arising from or based upon any violation by Sublessee of any said law, ordinance, regulation, injunction, or final order or decree in the course of Sublessee's lease and use of Equipment.

SECTION 11. RECORDATION.

11.1 Sublessor will cause this Agreement to be filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 at its sole expense.

SECTION 12. ARBITRATION.

12.1 Any claim, dispute, or controversy between Sublessor and Sublessee arising out of or relating to this Agreement or breach of or default under this Agreement that cannot be settled by the parties themselves will be determined by arbitration by a single arbitrator pursuant to the applicable Rules of Practice and Procedure of The Private Adjudication Center, Inc., an affiliate of Duke University School of Law (hereinafter the Center) in effect at the time the demand for arbitration is filed. The location of the arbitration will be the Center's facilities at Duke Law School, Durham, North Carolina. The decision of the arbitrator will be final and binding. Judgment to enforce the decision or award of the arbitrator may be entered in any court having jurisdiction, and the parties hereto agree not to object to the jurisdiction of the North Carolina General Court of Justice for said purpose. Service of process in connection with said arbitration will be made by certified mail. In any judicial proceeding to enforce this Section, the only issues to be determined will be the existence of an agreement to arbitrate and the failure of one party to comply with said agreement, and those issues will be determined summarily by the court without a jury. All other issues will be decided by the arbitrator, whose decision thereon will be final and binding. The measure of damages for the prevailing party will be the actual damages of said party; the arbitrator will not issue injunctive relief or award punitive damages. There will be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator. Each party to the arbitration will pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel arising from the arbitration. The compensation, costs, and expenses of the arbitrator, if any, will be borne equally by Sublessor and Sublessee.

SECTION 13. DEFAULT AND TERMINATION.

13.1 If either Sublessor or Sublessee substantially fails to perform its obligations under this Agreement and continues in default for thirty (30) days, the party not in default will have the right to terminate this Agreement, after first giving thirty (30) days' written notice by certified mail to the party in default, notwithstanding any waiver by the party giving notice of any prior breach of or default under this Agreement. The exercise of said right to terminate this Agreement will not impair any other rights of the terminating party under this Agreement or any rights of action against the defaulting party for recovery of damages.

13.2 Sublessee recognizes that Sublessor leases Equipment from The Connecticut Bank and Trust Company, National Association, under the Basic Lease Agreement. Sublessor and Sublessee acknowledge that Sublessor's and Sublessee's rights and obligations under this Agreement are subject to the terms and conditions of the Basic Lease Agreement and the security agreement referred to therein; provided, however, except as specifically stated in this Agreement, Sublessee will have no obligation under the Basic Lease Agreement or said security agreement. Sublessor warrants that it will not default in its obligations under the Basic Lease Agreement or take or fail to take any other action that results in termination of the Basic Lease Agreement prior to termination of this Agreement.

13.3 If the Basic Lease Agreement expires or terminates, for any reason, during the term of this Agreement, Sublessor will notify Sublessee in writing of said termination. As soon as reasonably practicable after receipt of said notice, Sublessee will return Equipment to Sublessor, and subject to Section 13.4, this Agreement will terminate.

13.4 Sublessor will be liable to Sublessee for any damages incurred by Sublessee as a result of termination of the Basic Lease Agreement pursuant to Section 13.3 and return of Equipment to Sublessor, unless caused in whole or in part by any action or failure to act of Sublessee or its parent corporation.

SECTION 14. NOTICES.

14.1 All notices or other communications required by or given under this Agreement will be effective when dispatched. All said notices or other communications will be sufficient in all respects if in writing and delivered personally, by registered or certified mail, or by commercial courier service to the applicable address shown in this Section. Evidence of the giving of said notice will be a certified U.S. Postal Service return receipt or a completed courier receipt.

To Sublessor:

CSX Logistics, Inc.
c/o CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201
Attn: Treasurer-Equipment Group

To Sublessee:

Controller
Triple Crown Services, Inc.
1315 Directors Row, Suite 2B
P. O. Box 12608
Fort Wayne, Indiana 46864.

Any notice of an emergency or operating nature may be given by any reasonable means. If given by telephone, telegraph, telecopy, or in person, said notice will be confirmed in writing as soon as practicable, if requested by the party receiving said notice.

SECTION 15. ASSIGNMENT AND ENCUMBRANCE.

15.1 Except as provided in Section 15.2, without the prior written consent of Sublessor, Sublessee will not assign, transfer, or encumber its leasehold interest under this Agreement and will not assign, transfer, encumber, or sublease Equipment or any portion thereof. If any lien, charge, or other encumbrance is imposed upon or with respect to any Equipment during the term of this Agreement as a result of Sublessee's action or inaction, as soon as possible, Sublessee, at its own expense, will cause said lien, charge, or other encumbrance to be duly discharged.

15.2 This Agreement will be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, and assigns.

15.3 Sublessee acknowledges that, except as provided in Section 2.2 and Section 7.2, by execution of this Agreement and its payments and performance hereunder, it does not obtain and will not have any title, property right, or legal or equitable interest in Equipment, except as Sublessee under this Agreement.

SECTION 16. ENTIRE AGREEMENT.

16.1 This Agreement constitutes the entire agreement between Sublessor and Sublessee relating to Sublessee's lease and use of Equipment, and no other representation, warranties, or agreements, either oral or written, will be binding upon Sublessor and Sublessee. This Agreement may be modified only by an instrument in writing signed by authorized officers of Sublessor and Sublessee.

SECTION 17. WAIVER.

17.1 Any waiver at any time of a breach of or default under any provision, condition, obligation, or requirement of this Agreement will extend only to the particular breach or default so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of Sublessor or Sublessee thereafter to avail itself of any breach or default, subject to said waiver.

SECTION 18. SEVERABILITY OF AGREEMENT.

18.1 If any term or provision of this Agreement is declared unlawful or unenforceable by judicial determination or otherwise, said term or provision will be deemed to be severed and deleted from this Agreement to the extent necessary to make this Agreement lawful and enforceable, and the balance of this Agreement will remain in full force and effect; provided, however, if the severance and deletion of any term or provision of this Agreement prevents or restricts Sublessee's use of Equipment, this Agreement will terminate, and Equipment will be returned to Sublessor, pursuant to Section 4.6.

SECTION 19. LEGAL EFFECT.

19.1 Nothing contained in this Agreement will be deemed or is intended to create a joint venture, partnership, or sponsorship agreement, and under no circumstances will Sublessee or Sublessor hold itself out as being a party to any such agreement or arrangement with the other.

SECTION 20. GOVERNING LAW.

20.1 This Agreement will be construed in accordance with the laws of the United States of America and the Commonwealth of Virginia.

SECTION 21. COUNTERPARTS.

21.1 This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

SECTION 22. HEADINGS.

22.1 All headings in this Agreement are inserted for convenience only and will not affect construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CSX LOGISTICS, INC.

Attest:

Patricia J. [Signature]
Secretary

BY: *A. B. [Signature]*

TITLE: *V.P.*

TRIPLE CROWN SERVICES, INC.

Attest:

Donald W. Edwards
Secretary

BY: *Norm S. [Signature]*

TITLE: VICE PRESIDENT

10/04/89
0440L

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 6th day of October 1989, before me personally appeared A. W. Aycock, to me personally known, who, being by me duly sworn, says that he is vice president of CSX LOGISTICS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Jay Ann Bolan
Notary Public

[Notarial Seal]

My Commission expires July 1, 1990.

STATE OF VIRGINIA,)
) ss.:
CITY OF NORFOLK,)

On this 12th day of October 1989, before me personally appeared Harman G. Heller, to me personally known, who, being by me duly sworn, says that he is vice president of TRIPLE CROWN SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Jeanie B. Davis
Notary Public

[Notarial Seal]

My Commission expires June 16, 1991.

APPENDIX A

REPORTING MARKS OF EQUIPMENT

Two hundred thirty-seven (237) Mark IV Model 3100 RoadRailer® units:

CSRZ 914000-CSRZ 914027, CSRZ 914029-CSRZ 914081,
CSRZ 914084-CSRZ 914100, CSRZ 914102-CSRZ 914129,
CSRZ 914132-CSRZ 914135, CSRZ 914137-CSRZ 914150,
CSRZ 914152-CSRZ 914158, CSRZ 914160-CSRZ 914171,
CSRZ 914173-CSRZ 914221, CSRZ 914223-CSRZ 914230,
CSRZ 914232-CSRZ 914233, CSRZ 914235-CSRZ 914249.

Three (3) Mark IV Adapterailers:

CSRZ 251001
CSRZ 251003
CSRZ 251004

APPENDIX B

CERTIFICATE OF ACCEPTANCE

TO: CSX LOGISTICS, INC.

I, duly appointed inspector and authorized representative of TRIPLE CROWN SERVICES, INC. (Sublessee), for the purposes of the Agreement dated as of October __, 1989, between Sublessee and CSX LOGISTICS, INC. (Sublessor) do hereby certify that I have inspected, received, approved, and accepted delivery, pursuant to said Agreement, on behalf of Sublessee, of the following unit of equipment (Equipment):

TYPE OF EQUIPMENT:

NUMBERED:

TIRE TREAD DEPTHS:

PLACE ACCEPTED:

DATE ACCEPTED:

Inspector and Authorized
Representative of Sublessee

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 237 Mark IV Model 3100 RoadRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$43,857.00

DATE	VALUATION %	VALUATION \$
=====	=====	=====
Jun-87	100%	\$43,857
Jul-87	99%	43,418
Aug-87	98%	42,980
Sep-87	97%	42,541
Oct-87	96%	42,103
Nov-87	95%	41,664
Dec-87	94%	41,226
Jan-88	93%	40,787
Feb-88	92%	40,348
Mar-88	91%	39,910
Apr-88	90%	39,471
May-88	89%	39,033
Jun-88	88%	38,594
Jul-88	87%	38,156
Aug-88	86%	37,717
Sep-88	85%	37,278
Oct-88	84%	36,840
Nov-88	83%	36,401
Dec-88	82%	35,963
Jan-89	81%	35,524
Feb-89	80%	35,086
Mar-89	79%	34,647
Apr-89	78%	34,208
May-89	77%	33,770
Jun-89	76%	33,331
Jul-89	75%	32,893
Aug-89	74%	32,454
Sep-89	73%	32,016
Oct-89	72%	31,577
Nov-89	71%	31,138
Dec-89	70%	30,700
Jan-90	69%	30,261
Feb-90	68%	29,823
Mar-90	67%	29,384
Apr-90	66%	28,946
May-90	65%	28,507

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 237 Mark IV Model 3100 RoadRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$43,857.00

DATE -----	VALUATION % -----	VALUATION \$ -----
Jun-90	64%	28,068
Jul-90	63%	27,630
Aug-90	62%	27,191
Sep-90	61%	26,753
Oct-90	60%	26,314
Nov-90	59%	25,876
Dec-90	58%	25,437
Jan-91	57%	24,998
Feb-91	56%	24,560
Mar-91	55%	24,121
Apr-91	54%	23,683
May-91	53%	23,244
Jun-91	52%	22,806
Jul-91	51%	22,367
Aug-91	50%	21,928
Sep-91	49%	21,490
Oct-91	48%	21,051
Nov-91	47%	20,613
Dec-91	46%	20,174
Jan-92	45%	19,736
Feb-92	44%	19,297
Mar-92	43%	18,859
Apr-92	42%	18,420
May-92	41%	17,981
Jun-92	40%	17,543
Jul-92	39%	17,104
Aug-92	38%	16,666
Sep-92	37%	16,227
Oct-92	36%	15,789
Nov-92	35%	15,350
Dec-92	34%	14,911
Jan-93	33%	14,473
Feb-93	32%	14,034
Mar-93	31%	13,596
Apr-93	30%	13,157

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 237 Mark IV Model 3100 RoadRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$43,857.00

DATE	VALUATION %	VALUATION \$
=====	=====	=====
May-93	29%	12,719
Jun-93	28%	12,280
Jul-93	27%	11,841
Aug-93	26%	11,403
Sep-93	25%	10,964
Oct-93	24%	10,526
Nov-93	23%	10,087
Dec-93	22%	9,649
Jan-94	21%	9,210
Feb-94	20%	8,771
Mar-94	19%	8,333
Apr-94	18%	7,894
May-94	17%	7,456
Jun-94	16%	7,017
Jul-94	15%	6,579
Aug-94	14%	6,140
Sep-94	13%	5,701
Oct-94	12%	5,263
Nov-94	11%	4,824
Dec-94	10%	4,386
Jan-95	9%	3,947
Feb-95	8%	3,509
Mar-95	7%	3,070
Apr-95	6%	2,631
May-95	5%	2,193
Jun-95	4%	1,754
Jul-95	3%	1,316
Aug-95	2%	877
Sep-95	1%	439
Oct-95	0%	(0)

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 3 Mark IV AdapterRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$53,000.00

DATE	VALUATION %	VALUATION \$
=====	=====	=====
Jun-87	100%	\$53,000
Jul-87	99%	52,470
Aug-87	98%	51,940
Sep-87	97%	51,410
Oct-87	96%	50,880
Nov-87	95%	50,350
Dec-87	94%	49,820
Jan-88	93%	49,290
Feb-88	92%	48,760
Mar-88	91%	48,230
Apr-88	90%	47,700
May-88	89%	47,170
Jun-88	88%	46,640
Jul-88	87%	46,110
Aug-88	86%	45,580
Sep-88	85%	45,050
Oct-88	84%	44,520
Nov-88	83%	43,990
Dec-88	82%	43,460
Jan-89	81%	42,930
Feb-89	80%	42,400
Mar-89	79%	41,870
Apr-89	78%	41,340
May-89	77%	40,810
Jun-89	76%	40,280
Jul-89	75%	39,750
Aug-89	74%	39,220
Sep-89	73%	38,690
Oct-89	72%	38,160
Nov-89	71%	37,630
Dec-89	70%	37,100
Jan-90	69%	36,570
Feb-90	68%	36,040
Mar-90	67%	35,510
Apr-90	66%	34,980
May-90	65%	34,450

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 3 Mark IV AdapterRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$53,000.00

DATE =====	VALUATION % =====	VALUATION \$ =====
Jun-90	64%	33,920
Jul-90	63%	33,390
Aug-90	62%	32,860
Sep-90	61%	32,330
Oct-90	60%	31,800
Nov-90	59%	31,270
Dec-90	58%	30,740
Jan-91	57%	30,210
Feb-91	56%	29,680
Mar-91	55%	29,150
Apr-91	54%	28,620
May-91	53%	28,090
Jun-91	52%	27,560
Jul-91	51%	27,030
Aug-91	50%	26,500
Sep-91	49%	25,970
Oct-91	48%	25,440
Nov-91	47%	24,910
Dec-91	46%	24,380
Jan-92	45%	23,850
Feb-92	44%	23,320
Mar-92	43%	22,790
Apr-92	42%	22,260
May-92	41%	21,730
Jun-92	40%	21,200
Jul-92	39%	20,670
Aug-92	38%	20,140
Sep-92	37%	19,610
Oct-92	36%	19,080
Nov-92	35%	18,550
Dec-92	34%	18,020
Jan-93	33%	17,490
Feb-93	32%	16,960
Mar-93	31%	16,430
Apr-93	30%	15,900

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 3 Mark IV AdapterRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$53,000.00

DATE	VALUATION %	VALUATION \$
-----	-----	-----
May-93	29%	15,370
Jun-93	28%	14,840
Jul-93	27%	14,310
Aug-93	26%	13,780
Sep-93	25%	13,250
Oct-93	24%	12,720
Nov-93	23%	12,190
Dec-93	22%	11,660
Jan-94	21%	11,130
Feb-94	20%	10,600
Mar-94	19%	10,070
Apr-94	18%	9,540
May-94	17%	9,010
Jun-94	16%	8,480
Jul-94	15%	7,950
Aug-94	14%	7,420
Sep-94	13%	6,890
Oct-94	12%	6,360
Nov-94	11%	5,830
Dec-94	10%	5,300
Jan-95	9%	4,770
Feb-95	8%	4,240
Mar-95	7%	3,710
Apr-95	6%	3,180
May-95	5%	2,650
Jun-95	4%	2,120
Jul-95	3%	1,590
Aug-95	2%	1,060
Sep-95	1%	530
Oct-95	0%	(0)

CONSENT TO SUBLEASE

THIS AGREEMENT is made and entered into as of the 10th day of October, 1989, by and between CONNECTICUT BANK AND TRUST COMPANY, N.A., a Connecticut corporation (hereinafter Lessor), CSX LOGISTICS, INC., a Delaware corporation (hereinafter Lessee), and TRIPLE CROWN SERVICES, INC., an Oklahoma corporation (hereinafter Sublessee),

WITNESSETH:

RECITALS:

By Lease Agreement dated June 1, 1987 (hereinafter Basic Lease Agreement), Lessor leased to Lessee two hundred fifty (250) Mark IV Model 3100 RoadRailer® units with reporting marks CSRZ 914000-CSRZ 914249 (hereinafter Equipment), to be used by the Lessee for the purposes described in the Basic Lease Agreement.

Lessee desires to sublease certain of the Equipment to Sublessee, and Lessee and Sublessee desire Lessor's consent to said sublease. Lessor is willing to give said consent on the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. TERM, PURPOSE, AND OBLIGATIONS OF LESSEE AND SUBLESSEE.

In consideration of the covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, Lessor hereby consents to the leasing by Lessee to Sublessee of, and Sublessee hereby agrees to lease two hundred thirty-seven (237) units of the Equipment for a term not to exceed four (4) years commencing on the date on which each unit of Equipment is delivered to and accepted by Sublessee:

- (a) All of the covenants, terms, and conditions of the Basic Lease Agreement will continue, be, and remain in full force and effect (except as hereafter expressly provided), and nothing herein contained will be deemed to release Lessee from keeping and performing all the terms, covenants, and conditions to be kept and performed by Lessee under the Basic Lease Agreement or to release Lessee from any of Lessee's liabilities or obligations thereunder.

- (b) Lessor hereby expressly agrees that Sublessee may maintain, service, and repair the Equipment in place of Lessee under the provisions of Section 11 of the Basic Lease Agreement.
- (c) Lessee and Sublessee may make additional covenants between themselves respecting the Equipment; provided however, said covenants will not be inconsistent with the Basic Lease Agreement.

Section 2. ADDITIONAL SUBLETTING OR ASSIGNMENT.

Nothing herein will be deemed or construed to authorize Lessee or Sublessee further to let or sublet the Equipment or further to transfer or assign any interest in the Basic Lease Agreement or sublease without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate as of the date first herein written.

WITNESS:

CONNECTICUT BANK AND TRUST COMPANY, N.A.

E. W. KAWAM

By: [Signature]
Title: VICE PRESIDENT

WITNESS:

CSX LOGISTICS, INC.

By: _____
Title: _____

WITNESS:

TRIPLE CROWN SERVICES, INC.

Jeloshic M. Squire

By: [Signature]
Title: VICE PRESIDENT

- (b) Lessor hereby expressly agrees that Sublessee may maintain, service, and repair the Equipment in place of Lessee under the provisions of Section 11 of the Basic Lease Agreement.
- (c) Lessee and Sublessee may make additional covenants between themselves respecting the Equipment; provided however, said covenants will not be inconsistent with the Basic Lease Agreement.

Section 2. ADDITIONAL SUBLETTING OR ASSIGNMENT.

Nothing herein will be deemed or construed to authorize Lessee or Sublessee further to let or sublet the Equipment or further to transfer or assign any interest in the Basic Lease Agreement or sublease without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate as of the date first herein written.

WITNESS:

CONNECTICUT BANK AND TRUST COMPANY, N.A.

By: _____
Title: _____

WITNESS:

CSX LOGISTICS, INC.

Elma L. Bembauer

By: A. J. Minton
Title: J.P.

WITNESS:

TRIPLE CROWN SERVICES, INC.

By: _____
Title: VICE PRESIDENT