

RECORDATION NO. 13554

FFB 18 1982 - 2 40 PM

2-049A067

ITEL

INTERSTATE COMMERCE COMMISSION

February 12, 1982

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

No. **FEB 18 1982**
Date.....
Fee \$.. *Q.D.*
ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, for filing and recordation, four counterparts of the following document:

Sublease Agreement dated as of October 21, 1981 between East Camden & Highland Railroad Company (the "EACH") as the sublessor, and Green Bay and Western Railroad Company (the "GBW") as sublessee (the "Sublease").

The names and addresses of the parties to the aforementioned Sublease are:

1. East Camden and Highland Railroad Company Sublessor
East Camden Industrial Park
Building 142
East Camden, Arkansas 70701
2. Green Bay and Western Railroad Company Sublessee
P.O. Box 2507
Green Bay, Wisconsin 54306

Please cross-index the above referenced Sublease with the following document, which was filed on October 11, 1978 at 2:45 P.M. and given recordation number 9756:

Lease Agreement dated as of April 26, 1978 between Itel Corporation, Rail Division as lessor and EACH as lessee.

The equipment covered by the Sublease is twenty five (25) 100 ton boxcars (A.A.R. mechanical designation XM, 50'6" in length), bearing the reporting marks GBW 10000 through and including GBW 10024.

Also enclosed is a check in the amount of \$60.00 for the required recording fee.

PSP/1/7
78-3

Please file this one as well
Feb 18 1982

*Mrs. Lee
this is a
new number
please file this
after the
amount no 3
has been filed*

Green Bay and Western Railroad Company

*Note
cross
index
report*

Ms. Agatha Mergenovich
February 12, 1982
Page Two

Please stamp all counterparts of the enclosed Sublease with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,


Patricia Salas Pineda
Counsel

PSP:sc
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Doug Drummond
Intel Corporation

Linda Lawrence
Intel Corporation

PSP/1/7

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Patricia Salas Pineda
IteI-Rail Division
Two Embarcadero Center
San Francisco, California 94111

February 18, 1982

Dear **Madam:**

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/18/82 at 2:40PM , and assigned re-
recording number (s). **13554**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

L-0224
10/28/81

SUBLEASE AGREEMENT

RECORDATION NO. 13554
FFB 18 1982 - 2 40 PM
INTERSTATE COMMERCE COMMISSION

THIS SUBLEASE AGREEMENT (the "Sublease"), made as of this 21st day of October, 1981, between EAST CAMDEN AND HIGHLAND RAILROAD COMPANY, an Arkansas corporation, Box 3180, East Camden, Arkansas, 71701 as the sublessor ("Sublessor") and GREEN BAY AND WESTERN RAILROAD COMPANY, a Wisconsin corporation, 2155 Hutson Road, Green Bay, Wisconsin 54306, as the sublessee ("Sublessee").

W I T N E S S E T H :

WHEREAS, Sublessor is the lessee and Itel Corporation, Rail Division ("Itel Rail") is the lessor under that certain Lease Agreement dated as of April 26, 1978 (the "Agreement"), pursuant to which Itel Rail leased to Sublessor three hundred fifty (350) fifty-foot (50') boxcars and one hundred fifty (150) sixty-foot (60') boxcars described therein; and

WHEREAS, Sublessor desires, with the consent of Itel Rail, to sublease twenty-five (25) of the fifty-foot (50') boxcars to Sublessee.

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

1. Scope of Sublease

- A. Sublessor agrees to sublease to Sublessee, and Sublessee agrees to sublease from Sublessor upon the terms and conditions set forth herein, twenty-five (25) boxcars of the description set forth in the schedule executed by the parties concurrently herewith or hereafter and made a part of this Sublease. The word "Schedule" as used herein includes the Schedule or Schedules executed herewith and any additional Schedules and amendments thereto, each of which when signed by the parties shall be a part of this Sublease. The scheduled items of equipment are hereinafter called collectively the "Cars" and each individual scheduled item of equipment is hereinafter called a "Car".
- B. It is the intent of the parties to this Sublease that Sublessor shall at all times be and remain the Sublessor of all Cars. Sublessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent and it will take such action and execute such documents as may be necessary to accomplish this intent.

2. Term

This Sublease shall remain in full force until it is terminated as to all of the Cars as provided herein. The term of the Sublease with respect to each Car described on each Schedule shall commence at 12:00 P.M. on the date and at the location that such Car is remarked, pursuant to Section 3.A. hereof, and shall expire as to all the Cars described on each Schedule on December 31, 1982.

3. Supply Provisions

- A. Sublessee hereby approves the specifications of the Cars to be delivered to it by Sublessor. Subsequent to remarking, the Cars shall be loaded out by Sublessor as soon as is consistent with mutual convenience and economy. Each Car shall be deemed delivered and subject to the terms and provisions of this Sublease at 12:00 P.M. on the date and at the location such Car is remarked. Sublessor shall, at its own expense, remove from each Car the markings of Sublessor and shall place thereon the markings of Sublessee in compliance with AAR Interchange Rules ("Interchange Rules"). To move the Cars to Sublessee's railroad line and to ensure optimal use of the Cars after the Initial Loading (as hereinafter defined), Sublessor agrees to assist Sublessee in monitoring Car movements and, when deemed necessary by Sublessee and Sublessor, to assist in the issuance of movement orders of such Cars to other railroad lines in accordance with Interstate Commerce Commission ("ICC") rules and Interchange Rules. If Sublessor incurs expenses in having other railroads move the Cars in accordance with this Section, except for any expenses incurred in the initial delivery of such Cars to Sublessee's railroad line pursuant to this Section, Sublessee shall reimburse Sublessor for such expenses out of revenues earned by Sublessee pursuant to Subsection 6.C.(iii). For the purposes hereof, the term "Initial Loading" as to each Car shall be the earlier to occur of either the first loading of freight for such Car on Sublessor's railroad line or the thirty-first (31st) day after such Car is delivered pursuant to this Section.
- B. Sublessee shall load the Cars leased from Sublessor prior to loading substantially similar freight cars subleased from other parties or purchased by Sublessee subsequent to the date of this Sublease or interchanged from other railroads; provided, however, that this shall in no event prevent or prohibit Sublessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor.

4. Record Keeping

- A. Sublessee shall, at its expense, prepare and file, with respect to the Cars, all documents relating to the registration, maintenance and record keeping functions normally performed by a railroad with respect to railroad equipment of the type subject to this Sublease. Such matters shall include, but are not limited to, the preparation of the following documents: (i) appropriate AAR interchange agreements with respect to the Cars; (ii) registration of the Cars in the Official Railway Equipment Register and the Universal Machine Language Equipment Register ("UMLER"); and (iii) such reports as may be required from time to time by the Interstate Commerce Commission ("ICC") and/or any other regulator agencies with respect to the Cars.

- B. Sublessee shall perform all record keeping functions relating to the use of the Cars by Sublessee and other railroads, including but not limited to, car hire reconciliation, collection of Revenues (as hereinafter defined in Section 6) from other railroad companies, maintenance and repair, and billing in accordance with AAR railroad interchange agreements and rules. All record keeping performed by Sublessee hereunder and all records of payments, charges and correspondence relating to the Cars shall be separately recorded and maintained by Sublessee in a form suitable for reasonable inspection by Sublessor from time to time during regular business hours. Sublessee shall supply Sublessor with copies of such reports, including daily telephone reports, regarding the number of Cars on Sublessee's tracks and the use of the Cars by Sublessee on its railroad line as Sublessor may reasonably request.

5. Maintenance, Taxes and Insurance

- A. Except as otherwise provided herein, Sublessor shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of each Car, unless the same was occasioned by the fault of Sublessee or in instances in which the Interchange Rules would assign responsibility for such loss, damage, destruction, or liability to Sublessee. Sublessee shall inspect all Cars interchanged to it to insure that such Cars are in good working order and condition and in accordance with the Interchange Rules. Sublessee shall be liable to Sublessor for any repairs required for damage not noted at the time of interchange.
- B. Except as provided above, Sublessor shall, at its expense, perform or cause to be performed such inspections and maintenance of and repairs to, the Cars as may be required. Sublessor shall also make, at its expense, all alterations, modifications or replacement of parts as shall be necessary to maintain the Cars in good operating condition. Sublessee may make running repairs to facilitate continued immediate use of each Car, but shall not otherwise make any repairs, alterations, improvements, or additions to any Car without Sublessor's prior written consent. Sublessee shall be liable to Sublessor for any revenues lost due to any unauthorized repair, alterations, improvement, or addition.
- C. In the event that any or all of the Cars require storage at any time, Sublessee shall be responsible for the following: (1) all transportation costs incurred to move the Cars to such storage location; (2) all transportation costs incurred in removing such Cars from the storage location; and (3) the actual costs incurred for the storage of any or all of the Cars.
- D. As long as this Sublease shall remain in effect, Sublessee shall be responsible for the Cars (i) while in Sublessee's possession or control, and (ii) in the same manner that Sublessee is responsible under Interchange Rules for similar equipment not owned by Sublessee. Sublessee shall, at all times while this Sublease is in effect, at its own expense, cause to be carried and maintained (a) physical loss or damage insurance with respect to the Cars while on Sublessee's tracks; provided, however, that the Sublessee may self-insure such Cars to the extent it self-insures

equipment similar to the Cars and to the extent such self-insurance is consistent with prudent industry practice, and (b) public liability insurance with respect to third party personal injury and property damage, in each case in such amounts and for such risks and with such insurance companies as are consistent with prudent industry practice; provided, however, that Sublessee may self-insure against such liability to the extent such self-insurance is consistent with prudent industry practice, but in any event such insurance shall be at least comparable to insurance coverage carried by the Sublessee in respect of similar equipment owned or leased by it. Sublessee shall furnish to Sublessor concurrently with the execution hereof, and thereafter at intervals of not more than twelve (12) calendar months, certificates evidencing the aforesaid insurance. All insurance shall be taken out in the name of Sublessee and shall name Itel Rail and any assignee of Itel Rail as additional named insured, and shall also list Itel Rail and any assignee of Itel Rail as loss-payees on the property insurance policies. Said policies shall provide that Itel Rail and any assignee of Itel Rail shall receive thirty (30) days prior written notice of any material changes in coverage or cancellation thereof. Itel Rail and/or its assignee may, at its option, re-evaluate the insurance coverage provided by Sublessee and request additional coverage as deemed necessary.

- E. Sublessor agrees to reimburse Sublessee for all taxes, assessments and other governmental charges of whatsoever kind or character paid by Sublessee relating to each Car and on the Sublease, delivery or operation thereof which may remain unpaid as of the date of delivery of such Car to Sublessee or which may be accrued, levied, assessed or imposed during the lease term, except taxes on income imposed on Sublessee and sales or use taxes imposed on the mileage charges and/or car hire revenues. Sublessor shall forward to Sublessee all sales and use tax payments received by it on behalf of Sublessee. Sublessor and Sublessee will comply with all state and local laws requiring the filing of ad valorem tax returns on the Cars. Sublessor shall review all applicable tax returns prior to filing.

6. Lease Rental

A. Definitions

- (i) "Revenues" shall be the total revenues earned and due from other railroad companies for the use or handling of the Cars, whether or not collected and received by Sublessee and without regard to any claimed abatement, reduction or offset, provided, however, that upon the occurrence of any such abatement, reduction or offset, Sublessee shall, within ten (10) days of Sublessor's request, reimburse Sublessor for any such amounts.
- (ii) The "Base Rental" shall be defined as the sum equal to the Revenues which the Cars would have earned in the aggregate at a Utilization Rate (as defined below) of fifty-eight (58) percent.

- (iii) The "Utilization Rate" of the Cars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that Revenues were earned on the Cars commencing from the Initial Loading, and the denominator of which is the aggregate number of days in each calendar year that the Cars are on sublease to Sublessee, commencing from the Initial Loading.
- B. Sublessor shall receive all Revenues generated by the Cars prior to the Initial Loading.
- C. Sublessee agrees to pay the following rent to Sublessor for the use of the Cars:
 - (i) In the event that Revenues in any calendar year or applicable portion thereof are equal to Base Rental, Sublessee shall pay to Sublessor an amount equal to Base Rental;
 - (ii) In the event that Revenues in any calendar year or applicable portion thereof are less than Base Rental, Sublessee shall pay to Sublessor a sum equal to one hundred percent (100%) of the total Revenues.
 - (iii) In the event that Revenues in any calendar year or applicable portion thereof exceed the Base Rental, Sublessee shall pay to Sublessor an amount equal to the Base Rental and one hundred percent (100%) of any Revenues in excess of the Utilization Rate of ninety-eight (98) percent, and Sublessee shall receive all Revenues received in excess of the Base Rental up to the Utilization Rate of ninety-eight (98) percent.
- D.
 - (i) The calculations required by Section 6.C. shall be made within five (5) months after the end of each calendar year ("Yearly Calculation(s)"). Sublessor shall within three (3) months after the end of each calendar quarter, calculate on a quarterly year-to-date basis, the approximate amount, if any, due Sublessee and Sublessor under Section 6.C.(iii). Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculations, provided, however, that following each Yearly Calculation, any amount paid to either party in excess of the amounts required by such Yearly Calculation shall be promptly refunded to the appropriate party. Sublessor desires and requests that Sublessee pay directly to Itel Rail any amounts due Sublessor under Section 6.C. hereunder so as to defray all of Sublessor's obligations under the Agreement with Itel Rail.

- (ii) Upon Sublessor's request, Sublessee shall provide Sublessor with any records of Sublessee, including car hire summaries and detailed reports, as Sublessor deems necessary to substantiate Revenues and Revenues actually received by Sublessee. Further, Sublessor shall be entitled to visit Sublessee at any time during normal business hours to review any and all records required to complete the calculations outlined in Section 6.D.(i).
- E. In the event it is determined that a Car is lost, destroyed or damaged beyond repair in accordance with Rule 107 of the AAR Field Manual of the Interchange Rules and Rule 7 of the AAR Code of Car Hire Rules and Interpretations-Freight, said Car shall be removed from the rental calculations of this Sublease on the date car hire ceases as set forth in the aforementioned Rule 7.
- F. If, with respect to any calendar quarter, Revenues are less than Base Rental, Sublessor may, at any time, at its option and upon not less than ten (10) days prior written notice to Sublessee, terminate this Sublease as to such Cars as Sublessor shall determine; provided, however, that Sublessee may, at its option, within ten (10) days of receipt of such notice from Sublessor, void such termination notice by paying to Sublessor an amount equal to the difference between actual Revenues for such calendar quarter and the Base Rental for such calendar quarter.
- G. If, subsequent to the Initial Loading, any Car remains on Sublessee's railroad tracks for more than seven (7) consecutive days, excluding those days such Car is undergoing servicing, repair or alteration as provided for in Section 5, unless such servicing, repair or alteration was occasioned by the fault of Sublessee, Sublessor may, at its option and upon not less than twenty-four (24) hours prior written notice, terminate this Sublease as to such Car and withdraw such Car from Sublessee's railroad tracks. If any such Car has remained on Sublessee's railroad tracks for more than seven (7) consecutive days because Sublessee has not given preference to the Cars as specified in Section 3.B., Sublessee shall be liable for and remit to Sublessor an amount equal to the per diem and mileage payments the Car would have earned if such Car had been in the physical possession and use of another railroad for the entire period, with the assumption that each Car travelled fifty (50) miles per day.

7. Possession and Use

- A. So long as Sublessee shall not be in default under this Sublease, Sublessee shall be entitled to the possession, use and quiet enjoyment of the Cars in accordance with the terms of this Sublease and in the manner and to the extent the Cars are customarily used in the railroad freight business. However, Sublessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreement entered into by Irel Rail in connection with the acquisition of the Cars which are the subject of this Sublease. Accordingly, following notice to Sublessee from any such secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of this Sublease), and is continuing under such financing agreement, such party may require either or both that rentals and other sums due hereunder

shall be paid directly to such party, and that the Cars immediately be returned to such party. Sublessee agrees that to the extent it has physical possession and can control use of the Cars, the Cars shall at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same are operated and in which the same may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either Sublessor or Sublessee may in good faith and by appropriate proceedings, contest the application of any such act, rule, regulation or order in any reasonable manner at the expense of the contesting party.

- B. Sublessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim arising through it on or with respect to the Cars, or any interest therein or in this Sublease or any Schedules thereto. Sublessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, security interest, or claim if the same shall arise at any time.

8. Default

- A. The occurrence of any of the following events shall be an event of default:
- (i) The nonpayment by Sublessee of any sum required herein to be paid by Sublessee within ten (10) days after the date any such payment is due;
 - (iii) The filing by or against the Sublessee of any petition or the initiation by or against the Sublessee of any proceeding: (a) for any relief which includes, or might result in, any modification of the obligations of the Sublessee hereunder; or (b) under any bankruptcy, reorganization, insolvency, moratorium or other laws relating to the relief of debtors, the readjustment of indebtedness, financial reorganization, arrangements with creditors, compositions of indebtedness, or extensions of indebtedness.
 - (iv) The subjection of any of the Sublessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.
 - (v) Any action by Sublessee to discontinue rail services on all or a portion of its track or abandon any of its rail properties pursuant to applicable provisions of the Interstate Commerce Act or the laws of any state.
- B. Upon the occurrence of any event of default hereunder, without limiting Sublessor's rights and remedies otherwise provided by law which shall be available to Sublessor in addition to the following rights and remedies (no right or remedy of Sublessor being exclusive but all such rights and remedies being available at all times to Sublessor and Sublessor in any case being entitled to recover all costs, expenses and attorneys' fees incurred by Sublessor in enforcing its rights and remedies hereunder), Sublessor may, at its option, terminate this Sublease and/or may

- (i) Proceed by any lawful means to enforce performance by Sublessee of this Sublease or to recover damages for a breach thereof, and/or
- (ii) By notice in writing to Sublessee, terminate Sublessee's right of possession and use of the Cars, whereupon all right and interest of Sublessee in the Cars shall terminate; and thereupon Sublessor may enter upon any premises where the Cars may be located and take possession of the Cars and henceforth hold, possess, and enjoy the same free from any right of Sublessee. Sublessor shall in addition have the right to recover from Sublessee any and all rental amounts which under the terms of this Sublease may then be due or which may have accrued to that date, together with Sublessor's costs and expense, including reasonable attorneys' fees incurred in securing such enforcement hereof.

9. Termination

- A. Upon the expiration or earlier termination of this Sublease with respect to a Car, Sublessee shall promptly return such Car to Sublessor by delivering such Car to the location as specified by Sublessor which shall be at either (1) the Sublessee's railroad tracks, or (2) a location as designated by Sublessor. Subsequent procedures shall depend on the location of delivery as follows:
 - (i) If, in the event of expiration or earlier termination, some or all of the Cars are to be delivered to Sublessor at Sublessee's railroad tracks, Sublessor shall be responsible for any transportation costs incurred in moving such Cars to the Sublessee's railroad tracks subsequent to the time of expiration or earlier termination. Sublessee shall, at Sublessor's option, provide, with respect to any Car which is either on the tracks at the time of expiration or earlier termination or is subsequently returned to Sublessee's railroad, up to sixty (60) days free storage on its railroad tracks. At the option of Sublessor, either Sublessee or a contractor chosen by Sublessor shall restencil the Cars (as hereinafter defined). Sublessee shall not remove Sublessee's railroad marks from any Car without the prior written consent of Sublessor. After restencilling, Sublessee shall, at Sublessor's option, use its best efforts to load the Cars with freight and deliver them to a connecting carrier for shipment.
 - (ii) If, in the event of expiration or earlier termination, some or all of the Cars are to be delivered to the Sublessor at a location other than Sublessee's tracks, the cost of assembling, delivering, storing, and transporting each Car to such location shall be borne by Sublessor.
- B. Upon the expiration of this Sublease, Sublessor shall bear the expense of restencilling the Cars; upon the earlier termination of this Sublease, whether said termination is made pursuant to Section 8 or Subsection 6.F. or Subsection 6.G. hereof or otherwise, Sublessee shall bear the expense of restencilling each Car. Restencilling, with respect to each Car, shall include the following: (i) removal of existing mandatory markings and

those markings required by AAR; (ii) application of new mandatory markings and those markings required by AAR designated by Sublessor and (iii) any transportation costs involved in moving each Car to and from a suitable work area to perform the restencilling as set forth in this Section.

10. Indemnities

- A. SUBLESSEE SHALL DEFEND, INDEMNIFY AND HOLD SUBLESSOR HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, DESTRUCTION OR LIABILITY WITH RESPECT TO THE CARS WHICH IS OCCASIONED BY THE FAULT OF SUBLESSEE, OR WHICH OCCURS WHILE THE CARS ARE IN SUBLESSEE'S POSSESSION OR CONTROL OR IN THOSE INSTANCES IN WHICH THE INTERCHANGE RULES WOULD ASSIGN RESPONSIBILITY FOR SUCH LOSS, DAMAGE, DESTRUCTION, OR LIABILITY TO SUBLESSEE.
- B. EXCEPT FOR THOSE CLAIMS, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS OR EXPENSES FOR WHICH SUBLESSEE SHALL BE RESPONSIBLE AS SET FORTH IN SECTION 10.A., SUBLESSOR WILL DEFEND, INDEMNIFY AND HOLD SUBLESSEE HARMLESS AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF OR TO THE CARS, USUAL WEAR AND TEAR EXCEPTED, AND ANY CLAIM, CAUSE OF ACTION, DAMAGE, LIABILITY, COST OR EXPENSE WHICH MAY BE ASSERTED AGAINST SUBLESSEE WITH RESPECT TO THE CARS, INCLUDING WITHOUT LIMITATION, THE SUBLEASING OR RETURN OF THE CARS, USE, MAINTENANCE, REPAIR, REPLACEMENT OR OPERATION OF THE CARS OR THE CONDITION OF THE CARS (WHETHER DEFECTS, IF ANY, ARE LATENT OR ARE DISCOVERABLE BY SUBLESSOR OR SUBLESSEE).

11. Representations, Warranties and Covenants

Sublessee represents, warrants and covenants that:

- (i) Sublessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated and has the corporate power, authority and, insofar as is material to Sublessor's rights under this Agreement, is duly qualified and authorized to do business wherever necessary, to carry out its present business and operations and to own or hold under sublease its properties and to perform its obligations under this Sublease.
- (ii) The entering into and performance of this Sublease will not violate any judgment, order, law or regulation applicable to Sublessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Sublessee or on the Cars pursuant to any instrument to which Sublessee is a party or by which it or its assets may be bound.
- (iii) There is no action or proceeding pending or threatened against Sublessee before any court or administrative agency or other governmental body which might result in any material adverse effect on the business, properties and assets, or conditions, financial or otherwise, of Sublessee such that Sublessee's ability to perform its obligations hereunder would be materially and adversely affected.

- (iv) There is no fact which Sublessee has not disclosed to Sublessor in writing, nor is Sublessee a party to any agreement or instrument or subject to any charter or other corporate restriction which, so far as the Sublessee can now reasonably foresee, will individually or in the aggregate materially adversely affect the business, condition or any material portion of the properties of the Sublessee or the ability of the Sublessee to perform its obligation under this Sublease.

12. Inspection

Sublessor shall at any time during normal business hours have the right to enter the premises where the Cars may be located for the purpose of inspecting and examining the Cars to insure Sublessee's compliance with its obligations hereunder.

13. Miscellaneous

- A. This Sublease and the Schedules contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Sublessee may not without the prior written consent of Sublessor assign this Sublease or any of its rights hereunder or sublease any Cars to any party, and any purported assignment or sublease in violation hereof shall be void.
- B. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Itel Rail or its assignees in connection with the acquisition or financing or use of the Cars in order to confirm the financing parties' interest in and to the Cars, this Sublease and Schedules hereto and to confirm the subordination provisions contained in Section 7 of this Sublease.
- C. It is expressly understood and agreed by the parties hereto that this Sublease constitutes a sublease of the Cars only and no joint venture or partnership is being created. Notwithstanding the calculation of rental payments, nothing herein shall be construed as conveying to Sublessee any right, title, or interest in the Cars, except as a Sublessee only.
- D. No failure or delay by Sublessor shall constitute a waiver or otherwise affect or impair any right, power or remedy available to Sublessor nor shall any waiver or indulgence by Sublessor or any partial or single exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power and remedy.
- E. This Sublease shall be governed by and construed according to the laws of the State of California.
- F. Sublessee shall notify Sublessor as soon as is practicable of any accident connected with the malfunctioning or operation of the Cars, including in such report, where available, the time, place and nature of the accident and the damage caused.

- G. Sublessee shall also notify Sublessor in writing within five (5) days after any attachment, tax lien or other judicial process shall attach to any Car. Sublessee shall furnish to Sublessor promptly upon its becoming available, a copy of its annual report submitted to the ICC and, when requested, copies of any other income or balance sheet statements required to be submitted to the ICC.
- H. All notices hereunder shall be in writing and shall be deemed given when delivered personally or when deposited in the United States mail, postage prepaid, certified or registered, addressed to the president of the other party at the address set forth herein.
- I. The obligations and liabilities of Sublessor and Sublessee hereunder shall survive the expiration or earlier termination of this Sublease.
- J. This Sublease represents the entire Sublease. This Sublease shall not be modified, altered, or amended, except by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first herein written.

EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY

By: *Don E. Hunt*

Title: *Exe. V. P.*

Date: *Nov 3 1981*

GREEN BAY AND WESTERN
RAILROAD COMPANY

By: *Stephen K. Day*

Title: *Executive Vice President*

Date: *Nov 3 1981*

ACKNOWLEDGEMENT AND CONSENT:

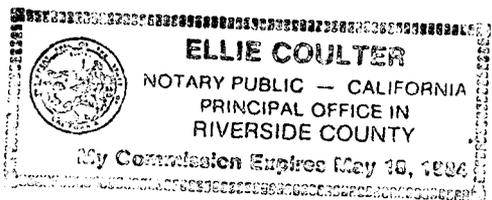
Edward M. Deen
Itel Corporation, Rail Division

Date: *11/6/81*

STATE OF California)
COUNTY OF Riverside) ss:

On this 3rd day of November, 1981, before me personally appeared Don E. Ghent, to me personally known, who being by me duly sworn says that such person is Exec. V.P. of East Camden and Highland Railroad Company, that the foregoing Sublease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

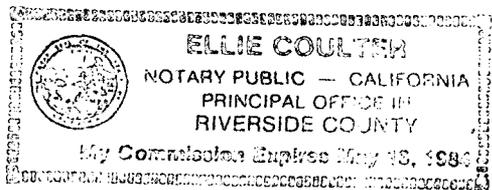
Ellie Coulter
Notary Public



STATE OF California)
COUNTY OF Riverside) ss:

On this 3rd day of November, 1981, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is Exec. V.P. of Green Bay and Western Railroad Company, that the foregoing Sublease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ellie Coulter
Notary Public



EQUIPMENT SCHEDULE NO. 1

Itel Corporation, Rail Division hereby leases the following Cars to Green Bay and Western Railroad Company subject to the terms and conditions of that certain Sublease Agreement dated as of October 21, 1981.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' General Purpose Boxcar, Plate C, End of Car Cushioning Nailable Steel Floors, 100-Ton Trucks	GBW 10000-10024	50'6"	9'6"	11'1"	12' Plug	25

EAST CAMDEN AND HIGHLAND RAILROAD COMPANY

BY: Alan E. Hunt

TITLE: Exec. V.P.

DATE: Nov. 3. 1981

GREEN BAY AND WESTERN RAILROAD COMPANY

BY: Stephen J. Deery

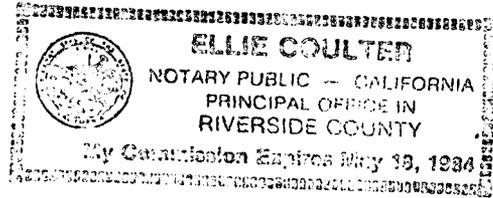
TITLE: Executive Vice President

DATE: Nov 3. 1981

STATE OF California)
COUNTY OF Riverside) ss:

On this 3rd day of November, 1981, before me personally appeared Don E. Ghent, to me personally known, who being by me duly sworn says that such person is Exec. V.P. of East Camden and Highland Railroad Company, that the foregoing Equipment Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

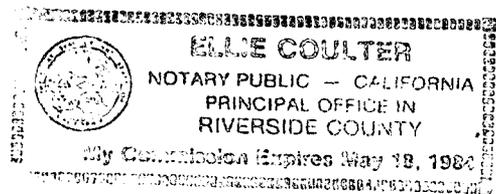
Ellie Coulter
Notary Public



STATE OF California)
COUNTY OF Riverside) ss:

On this 3rd day of November, 1981, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is Exec. V.P. of Green Bay and Western Railroad Company, that the foregoing Equipment Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ellie Coulter
Notary Public



ITEL RAIL

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

November 17, 1983

RECORDATION NO. 13554 FILED 1425

DEC 7 1983 -9 05 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

This is to request that you cross-index the Consolidated, Amended, and Restated Equipment Trust Agreement, dated as of January 1, 1982, which was filed under I.C.C. Recordation No. 14165, on September 20, 1983 at 3:00 p.m., with the following documents:

1. Lease between Itel Corporation, Rail Division and Apalachicola Northern Railroad, dated January 25, 1977 and filed under I.C.C. Recordation No. 8796, on April 27, 1977 at 12:45 p.m.
2. Lease between Itel Corporation, Rail Division and Arcata and Mad River Railroad, dated July 10, 1978, and filed under I.C.C. Recordation No. 10034, on January 19, 1979 at 2:10 p.m.
3. Lease between Itel Corporation, Rail Division and Atchison, Topeka and Santa Fe Railway Co., dated May 14, 1982, and filed under I.C.C. Recordation No. 13706, on July 26, 1982 at 1:45 p.m.
4. Lease between Itel Corporation, Rail Division and New Orleans Public Belt Railway, dated October 26, 1978, and filed under I.C.C. Recordation No. 10033, on January 19, 1979 at 2:10 p.m.
5. Lease between Itel Corporation, Rail Division and Atchison, Topeka and Santa Fe Railway Co., dated July 30, 1982, and filed under I.C.C. Recordation No. 13818, on October 26, 1982 at 12:40 p.m.

6. Lease between Itel Corporation, Rail Division and Cadiz Railroad, dated November 10, 1976, and filed under I.C.C. Recordation No. 8654, on January 10, 1977 at 2:05 p.m.
7. Lease between Itel Corporation, Rail Division and Camino, Placerville and Lake Tahoe Railroad Co., dated February 9, 1977, and filed under I.C.C. Recordation No. 8798 on April 27, 1977
8. Lease between Itel Corporation, Rail Division and Crab Orchard and Egyptian Railroad, dated June 21, 1978, and filed under I.C.C. Recordation No. 9936, on December 22, 1978 at 3:55 p.m.
9. Lease between Itel Corporation, Rail Division and Detroit, Toledo and Ironton Railway Co., dated March 10, 1981, and filed under I.C.C. Recordation No. 13077, on April 30, 1981 at 2:25 p.m.
10. Lease between Itel Corporation, Rail Division and East Camden and Highland, dated April 26, 1978, and filed under I.C.C. Recordation No. 9756, on October 11, 1978 at 2:45 p.m.
11. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Company, dated October 21, 1981, and filed under I.C.C. Recordation No. 13554, on February 18, 1982 at 2:40 p.m.
12. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Company, dated March 8, 1979, and filed under I.C.C. Recordation No. 10362, on May 10, 1979 at 2:00 P.m.
13. Lease between Itel Corporation, Rail Division and Maine Central Railroad Company, dated March 22, 1982, and filed under I.C.C. Recordation No. 13664, on June 16, 1982 at 10:10 a. m.
14. Lease between Itel Corporation, Rail Division and Maine Central Railroad Company, dated April 11, 1980, and filed under I.C.C. Recordation No. 11899, on June 11, 1980 at 11:25 a.m.
15. Lease between Itel Corporation, Rail Division and New Orleans Public Belt Railway, dated June 17, 1977, and filed under I.C.C. Recordation No. 8904, on July 26, 1977 at 9:15 a.m.

16. Lease between Itel Corporation, Rail Division and Port Huron and Detroit Railroad Co., dated February 22, 1977, and filed under I.C.C. Recordation No. 8799 on April 27, 1977 at 12:45 p.m.

17. Lease between Itel Corporation, Rail Division and Rahway Valley Railroad, dated September 19, 1978, and filed under I.C.C. Recordation No. 10111, on February 14, 1979 at 12:30 p.m.

18. Sublease between Texas Mexican Railroad Co. and Soo Line Railroad, dated April 11, 1983, and filed under I.C.C. Recordation No. 14066, on June 21, 1983 at 3:00 p.m.

19. Lease between Itel Corporation, Rail Division, and Soo Line Railroad Co., dated February 17, 1983, and filed under I.C.C. Recordation No. 14002 on April 11, 1983 at 1:05 p.m.

20. Lease between Itel Corporation, Rail Division and Texas Mexican Railroad Co., dated March 15, 1978, and filed under I.C.C. Recordation No. 9778, on October 17, 1978 at 3:30 p.m.

21. Lease between Itel Corporation, Rail Division and Toledo, Peoria and Western Railroad Co., dated September 10, 1980, and filed under I.C.C. Recordation No. 12314 on October 16, 1980 at 2:40 p.m.

22. Lease between Itel Corporation, Rail Division and Valley and Siletz Railroad, dated July 26, 1978, and filed under I.C.C. Recordation No. 10032 on January 19, 1979 at 2:10 p.m.

23. Lease between Itel Corporation, Rail Division and Providence and Worcester Co., dated March 13, 1978, and filed under I.C.C. Recordation No. 9924, on December 19, 1978 at 2:45 p.m.

24. Assignment between Providence and Worcester Company and Warwick Railway Corp., dated April 24, 1980, and filed under I.C.C. Recordation No. 9924-E, on October 17, 1980 at 12:45 p.m.

25. Lease between Itel Corporation, Rail Division and Arkansas and Louisiana Missouri Railroad, dated June 14, 1977, and filed under I.C.C. Recordation No. 9049, on October 21, 1977 at 1:05 p.m.

26. Lease between Itel Corporation, Rail Division and Atlanta and St. Andrews Bay Railway Co., dated May 5, 1978, and filed under I.C.C. Recordation No. 9703, on September 22, 1978 at 2:15 p.m.
27. Lease between Itel Corporation, Rail Division and Greenville and Northern Railroad Co., dated August 6, 1976, and filed under I.C.C. Recordation No. 9102, on November 25, 1977 at 1:15 p.m.
28. Lease between Itel Corporation, Rail Division and Marinette, Tomahawk and Western Railroad Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9406, on May 26, 1978 at 2:30 p.m.
29. Lease between Itel Corporation, Rail Division and North Louisiana and Gulf Railroad Co., dated July 21, 1977, and filed under I.C.C. Recordation No. 9073, on November 10, 1977 at 2:20 p.m.
30. Lease between Itel Corporation, Rail Division and Escanaba and Lake Superior Railroad Company, dated December 22, 1976, and filed under I.C.C. Recordation No. 8653, on January 10, 1977 at 2:20 p.m.
31. Lease between SSI Rail Corp. and Lake Erie, Franklin and Clarion Railroad, dated January 3, 1977, and filed under I.C.C. Recordation No. 8668, on January 21, 1977 at 2:30 p.m.
32. Lease between SSI Rail Corp. and Minnesota, Dakota and Western Railroad, dated July 26, 1978, and filed under I.C.C. Recordation No. 10129, on February 22, 1979 at 11:40 a.m.
33. Lease between SSI Rail Corp. and Pearl River Valley Railroad Co., dated March 24, 1976, and filed under I.C.C. Recordation No. 8487-A, on August 27, 1976 at 1:30 p.m.
34. Lease between SSI Rail Corp. and Sierra Railroad Co., dated September 27, 1978, and filed under I.C.C. Recordation No. 10152, on February 26, 1979 at 2:30 p.m.
35. Sublease between McCloud River Railroad Co. and Camino, Placerville and Lake Tahoe Railroad Co., dated January 24, 1980 and filed under I.C.C. Recordation No. 8819-G, on May 5, 1980 at 3:15 p.m.

36. Lease between SSI Rail Corp., and McCloud River Railroad Co., dated April 20, 1977, and filed under I.C.C. Recordation No. 8819, on May 11, 1977 at 1:15 p.m.
37. Lease between SSI Rail Corp., and City of Prineville Railway Co., dated April 26, 1977, and filed under I.C.C. Recordation No. 8896 on July 20, 1977.
38. Lease between Itel Corporation, Rail Division and Kyle Railways, Inc., dated February 17, 1982, and filed under I.C.C. Recordation No. 13666, on June 17, 1982 at 10:50 a.m.
39. Sublease between Kyle Railways, Inc. and Natchez Trace Railroad, dated February 18, 1982, and filed under I.C.C. Recordation No. 13666-B, on June 17, 1982 at 10:50 a.m.
40. Sublease between McCloud River Railroad Co. and Sierra Railroad Co., dated August 29, 1980, and filed under I.C.C. Recordation No. 8819-N, on September 16, 1980 at 1:35 p.m.
41. Lease between SSI Rail Corp. and Terminal Railway of Alabama, dated April 4, 1977, and filed under I.C.C. Recordation No. 8797, on April 27, 1977 at 12:45 p.m.
42. Lease between SSI Rail Corp. and Toledo, Peoria and Western Railroad Co., dated January 12, 1977, and filed under I.C.C. Recordation No. 8676, on January 24, 1977 at 2:45 p.m.
43. Lease between Itel Corp. and Ashley, Drew and Northern Railway Co., dated March 29, 1977, and filed under I.C.C. Recordation No. 8837 on May 27, 1977.
44. Lease between SSI Rail Corp. and Corinth and Counce Railroad Company, dated April 29, 1977, and filed under I.C.C. Recordation No. 8838, on May 27, 1977 at 1:45 p.m.
45. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Co., dated April 22, 1981, and filed under I.C.C. Recordation No. 13073, on April 30, 1981 at 10:50 a.m.
46. Lease between Itel and Meridian and Bigbee Railroad Company, dated June 1, 1977, and filed under I.C.C. Recordation No. 9072, on November 10, 1977 at 2:20 p.m.

47. Lease between Itel Rail and Apache Railway, dated June 1, 1976, and filed under I.C.C. Recordation No. 8709, on February 23, 1977 at 11:40 a.m.
48. Lease between Itel Corporation, Rail Division and Clarendon & Pittsford Railroad Co., dated October 18, 1976, and filed under I.C.C. Recordation No. 8658, on January 12, 1977 at 1:45 p.m.
49. Lease between Itel Corporation, Rail Division and FMC/Chemical Group, dated December 3, 1976, and filed under I.C.C. Recordation No. 8809-A, on May 11, 1977 at 1:15 p.m.
50. Lease between SSI Rail Inc., and Green Mountain Railroad Co., dated January 2, 1976, and filed under I.C.C. Recordation No. 9050, on October 21, 1977 at 1:05 p.m.
51. Lease between Itel Corporation, Rail Division and Hartford & Slocomb Railway Co., dated July 1, 1975, and filed under I.C.C. Recordation No. 9168, on January 9, 1978 at 2:05 p.m.
52. Lease between Itel Corporation, Rail Division and Lake Erie, Franklin and Clarion Railroad, dated January 3, 1977, and filed under I.C.C. Recordation No. 8853-A, on June 1, 1977 at 1:10 p.m.
53. Lease between Itel Corporation, Rail Division and McCloud River Railroad, dated April 20, 1983, and filed under I.C.C. Recordation No. 14029, on May 27, 1983 at 1:40 p.m.
54. Lease between Itel Corporation, Rail Division and Mississippi Export Railway Co., dated April 25, 1978 and filed under I.C.C. Recordation No. 9460, on June 27, 1978 at 8:50 a.m.
55. Lease between Itel Corporation, Rail Division and Sabine River and Northern Railroad Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9407, on May 26, 1978 at 2:30 p.m.
56. Lease between Itel Corporation, Rail Division and Valdosta Southern Railway Co., dated March 26, 1976, and filed under I.C.C. Recordation No. 8343-A on May 25, 1976 at 10:45 p.m.

Ms. Agatha Mergenovich
November 17, 1983
Page Seven

57. Lease between Itel Corporation, Rail Division and Valdosta Southern Railway Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9408, on May 26, 1978 at 2:30 p.m.

58. Lease between Itel Corporation, Rail Division and Vermont Railway Co., dated December 4, 1975, and filed under I.C.C. Recordation No. 9279 on March 13, 1978 at 2:20 p.m.

Enclosed is a check in the amount of \$580.00 covering the appropriate cross-indexing fees. If you have any questions please feel free to contact me at (415) 955-0547.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

ITEL RAIL CORPORATION
INDEX TO CROSS-INDEXING
REQUESTED
IN LETTER OF NOVEMBER 17, 1983

Each ICC Recordation No. listed below to be cross-indexed to (1) Recordation No. 14165, and (2) all Recordation Nos. listed below to be cross-indexed under Recordation No. 14165.

<u>ICC RECORDATION NO.</u>	<u>PARAGRAPH NO. IN LETTER OF NOVEMBER 17, 1983</u>
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8487-A	33
8653	30
8654	6
8658	48
8668	31
8676	42
8709	47
8796	1
8797	41
8798	7
8799	16
8809-A	49
8819	36
8819-G	35
8819-N	40
8837	43
8838	44

<u>ICC RECORDATION NO.</u>	<u>PARAGRAPH NO. IN LETTER OF NOVEMBER 17, 1983</u>
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8896	37
8904	15
9049	25
9050	50
9072	46
9073	29
9102	27
9168	51
9279	58
9408	57
9406	28
9407	55
9460	54
9703	26
9756	10
9778	20
9924	23
9924-E	24
9936	8
10032	22
10033	4
10034	2
10111	17
10129	32
10152	34

<u>ICC RECORDATION NO.</u>	<u>PARAGRAPH NO. IN LETTER OF NOVEMBER 17, 1983</u>
10362	12
11899	14
12314	21
13073	45
13077	9
13554	11
13664	13
13666	38
13666-B	39
13706	3
13818	5
14002	19
14029	53
14066	18