



# Funding Systems Railcars, Inc.

TRI-STATE CENTER • SUITE 370 • 2215 SANDERS RD. • NORTHBROOK, IL 60062 • (312) 272-8350

April 16, 1982  
RECORDATION NO. 13627 Filed 1425

APR 26 1982 -3 25 PM  
INTERSTATE COMMERCE COMMISSION

2-116A045

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

No. APR 26 1982  
Date.....  
RECORDATION NO. 13627-A Fee \$ 50.00

APR 26 1982 -3 25 PM  
INTERSTATE COMMERCE COMMISSION  
Washington, D. C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section 11303 of Title 49 of the United States Code and the regulations thereunder are the original and one copy each of Railcar Lease Agreement, a primary document, dated March 31, 1982 and an Agreement, a secondary document, dated February 2, 1982.

The names and addresses of the parties to the enclosed documents are:

Railcar Lease Agreement

Lessor: Funding Systems Railcars, Inc.  
2215 Sanders Road  
Northbrook, Illinois 60062

Lessee: Interpool Limited  
630 Third Avenue  
New York, New York 10017

A general description of the railroad equipment covered by the enclosed documents is, as follows:

Fifty (50) 100-ton gondola cars bearing reporting mark and numbers DRGW 6000 through DRGW 6049 inclusive.

The original and all copies of the enclosed documents should be returned to Ms. Sharon Schumacher of Funding Systems Railcars, Inc., 2215 Sanders Road, Suite 370, Northbrook, Illinois 60062.

RECEIVED  
APR 26 3 10 PM '82  
I.C.C. OPERATION BR.

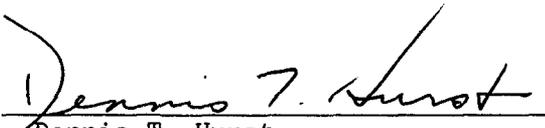
Ms. Agatha L. Mergenovich  
Interstate Commerce Commission  
April 16, 1982  
Page 2

Also enclosed is a remittance in the amount of \$50.00 for payment of recordation fees.

I am an officer of Funding Systems Railcars, Inc. and have knowledge of the matters set forth herein.

Very truly yours,

Funding Systems Railcars, Inc.

By   
Dennis T. Hurst

REGISTRATION NO. 13

APR 26 1982 3 25 PM

INTERSTATE COMMERCE COMMISSION

- A AGREEMENT

13627-A

Railpool, Division, Interpool, Ltd. agrees to supply and The Denver and Rio Grande Western Railroad Company agrees to accept 50 gondola cars for placement on the DRGW subject to the terms and conditions of agreement.

1. Scope of Agreement

- A. DRGW shall place its identifying marks on the cars, and DRGW shall collect all mileage charges and car hire revenues for the account of Railpool.
- B. DRGW shall register the cars in Official Railway Equipment Register and the Universal Machine Language Equipment Register.
- C. DRGW agrees to use its best efforts consistent with DRGW's then current car utilization practices, to keep Railpool's cars in regular service.
- D. Railpool shall bear cost and expense for movement of the cars to The Denver and Rio Grande Western Railroad Company.
- E. DRGW agrees to use its best effort to maximize off-line utilization.

2. Term

- A. The term of this Agreement shall commence on acceptance of the cars into service by DRGW and shall extend until ~~March 1, 1987~~ <sup>April 30</sup>, 1987, unless sooner terminated as hereinafter provided.
- B. This Agreement shall terminate at the option of Railpool upon 60 days written notice in the event that for a period of six consecutive months off-line utilization of the cars average less than 50%.

*WS*

3. Railroad Markings and Recordkeeping

- A. Unless prohibited from doing so, DRGW shall during the term of this Agreement prepare and file all documents related to the registration, maintenance and record-keeping function normally performed by DRGW with respect to equipment similar to the cars.

- B. DRGW shall on behalf of Railpool perform all recordkeeping functions related to the use of the cars by DRGW and other railroads in accordance with AAR railroad interchange agreements and rules, such as car hire reconciliation.
- C. Railpool shall indemnify and save harmless the DRGW from all cost, damages and expense resulting from Railpool furnishing incorrect cost data for submission to the Universal Machine Language Equipment Register.

4. Maintenance, Taxes, and Insurance

- A. Railpool will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each car during the Agreement term and any extension thereof as to such car, including but not limited to repairs, maintenance and servicing provided, however, railroad shall be responsible for the condition of the cars while on its lines as if the cars were owned by another railroad signatory to the Interchange Rules.
- B. It is the intent that Railpool have all of the rights and obligations of the owner of the equipment, except for any rights reserved or given to DRGW herein including but not limited to the right to collect car hire payments. DRGW shall have the right at Railpool's expense to perform all such obligations required of an owner under the Code of Interchange Rules promulgated by the AAR and DRGW may make or cause to be made corrections to "Owner's Responsibility" defects as defined in Rule 96 of the Field Manual of the AAR Interchange Rules at Railpool's expense to facilitate continued use of a car, but shall not otherwise make any repairs, alterations, improvements or additions to the cars without Railpool's prior written consent. DRGW shall follow instructions given by Railpool to accomplish such corrections at Railpool's expense, including designation of home shop(s) for wreck repair. Railpool 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 throughout the term of the Agreement.
- C. Railpool agrees, at its expense, to keep the cars adequately insured.
- D. Railpool agrees to reimburse DRGW for all taxes, assessments and other governmental charges of whatsoever kind or character paid by DRGW relating to each car which may be accrued, levied, assessed or imposed on DRGW during the term of this Agreement (except for taxes based on DRGW's income).

5. Prohibition to Use Cars as Collateral

DRGW shall not utilize the cars as collateral nor perform or permit any lien or encumbrance of whatever nature to be imposed on any of the cars; nor shall DRGW take or permit any action to be taken which would or could in any manner affect the clear title or interest of Railpool in said cars except for liens, if any, arising from the failure of Railpool to pay for maintenance expenses, taxes, insurance and approved capital improvements.

The rights of railroad to the use of the cars supplied pursuant to this Agreement are subject and subordinate to the rights of any owner, Trustee, vendor or secured party given in connection with acquisition and financing of the cars.

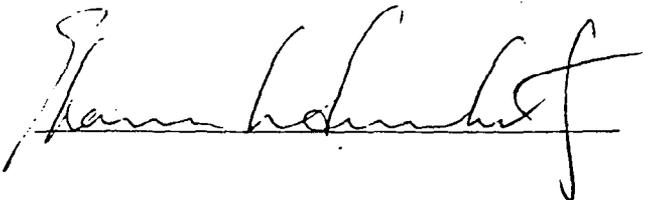
6. Collections

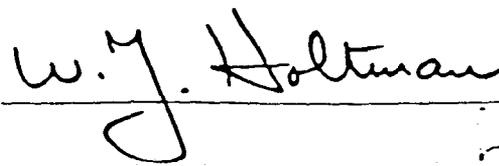
- A. DRGW shall collect all car hire (per diem) and mileage earned by the cars each month and remit to Railpool amount collected each month less AAR maintenance bills charged to DRGW on the cars in the month, within 60 days after each service month.
- B. DRGW shall bear no per diem or mileage costs while the cars are on its railroad, and railroad's use of the cars without charge while on its lines shall constitute its sole and exclusive compensation under this Agreement.

7. Termination

- A. At the expiration or termination of this Agreement as to any of the cars, DRGW will surrender possession of such cars which are on DRGW's railroad lines or on the line of an affiliate of DRGW to Railpool by delivering the same to Railpool at railroad's expense. DRGW agrees to follow Railpool's instructions in directing railroads in possession of the cars to return the cars to lines of designated railroad.
- B. Railpool shall accomplish such removal and replacement of railroad markings by either (i) directing DRGW to do so as to units in DRGW's possession or (ii) arranging to have the railroad in possession perform such work, all at Railpool's expense.
- C. In the event the cars supplied to railroad shall be destroyed or otherwise become unavailable for service, this Agreement as to any such car shall automatically terminate and Railpool shall be released from any further liability to railroad as to any such car.

Dated this 2nd day of February, 1982.



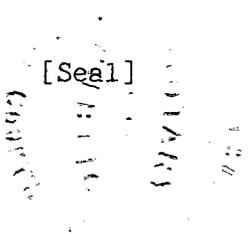


*AWB  
1/23/82*



STATE OF *Illinois* )  
 )  
COUNTY OF *Cook* )

On this 16 day of April, 1982, I hereby certify that I have compared the attached copy of the Railcar Lease Agreement between Funding Systems Railcars, Inc. ("Lessor") and Interpool Limited ("Lessee") dated March 31, 1982 and Agreement dated February 2, 1982 between Railpool Division of Interpool Limited and The Denver and Rio Grande Western Railroad Company with the original and have found the copy to be complete and identical in all respects to the original document.



*Sharon Schumacher*  
Notary Public

My commission expires My Commission Expires Jan. 27, 1985