

9-146A027

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ITEL

Pullman

May 22, 1989

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

16356

RECORDATION FEE FILED 1425

Hon. Noręta R. McGee, Secretary
Interstate Commerce Commission
Washington, DC 20423

MAY 26 1989 2 10 PM

INTERSTATE COMMERCE COMMISSION

Re: Lease Agreement dated July 1, 1983, between Itel Railcar Corporation, as assignee of Evans Railcar Leasing Company, and The Ferdinand and Huntingburg Railroad Company, as assignee of Louisville, New Albany & Corydon Railroad Company (Lease, Schedules, Amendments attached)

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Lease Agreement under a new recordation number.

The parties to the aforementioned instrument are listed below:

Itel Railcar Corporation (Lessors)
55 Francisco Street
San Francisco, California 94133

The Ferdinand and Huntingburg Railroad Company (Lessee)
55 Francisco Street
San Francisco, California 94133

This Lease (including Schedules 1 through 4 attached) covers ninety-one (91) 52[#], 70-ton, RBL boxcars bearing reporting marks LNAC 5200-5224 and 6225-6234 (No. 1), 5400-5420 (No. 2), 5378-5393 and 5395-5399 (No. 3) and 5421-5435 (No. 4).

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

patricia schumacker
Patricia Schumacker
Legal Department

Interstate Commerce Commission
Washington, D.C. 20423

6/1/89

OFFICE OF THE SECRETARY

Patricia Schumacker
Itel Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

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 5/26/89 at 2:10pm, and assigned recordation number(s).

8322-I 8322-J, 8871-I 16355 & 16355-A
16356 & 16356-A Sincerely yours,

Nerita L. McLee

Secretary

Enclosure(s)

2024-01
16356
RECORDATION NO. FILED 1989

LEASE

MAY 26 1989 2:10 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT made and entered into this 1st day of July, 1983 between

EVANS RAILCAR LEASING COMPANY
an Illinois corporation (hereinafter called "Evans")

and

LOUISVILLE, NEW ALBANY & CORYDON RAILROAD
(hereinafter called "Lessee")

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the rentals, terms and conditions as set forth in this Lease.

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and hereby lease from Evans that number of railroad cars, of the type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 of this Lease and as is set forth in Schedules which may from time to time be added to this Lease. The Cars covered by this Lease are those which shall be delivered to and accepted by or on behalf of Lessee pursuant to the terms hereof. This Lease shall become effective with respect to any Car as of the date of its delivery and acceptance hereunder and shall continue with respect to such Car for the term provided in the Schedule covering such Car unless sooner terminated as hereinafter provided. Evans shall deliver Cars f.o.t., at the delivery point specified in the Schedule covering such Cars and from and after such delivery, if any action by Lessee either oral or written cause cars to be routed in such a manner as to incur transportation cost; Lessee shall pay all costs and expenses on account of transportation or movement of the Cars to and from any place and for any reason whatsoever.

2. Rental. Rental shall be equivalent to but not less than one hundred percent (100%), in any calendar year, of net car hire earnings defined as gross car hire earnings less per diem reclaim, property taxes and maintenance expenses. The rental per Car per day shall be all payments including but not limited to mileage charges, straight car hire and incentive car hire (if any) payable to Lessee on account of such Car. Payments shall be monthly within ninety (90) days after the month the car hire is earned. Daily Car Usage of each Car shall be deemed to be the average Car Usage as finally determined for all Cars covered by this Lease as of the end of each calendar quarter or other applicable period during the term of this Lease. Lessee will within sixty (60)

days after the end of each calendar quarter during the term hereof compute the Car Usage for such quarter and the amount so determined to be due to Evans shall be promptly paid. Rental on each Car shall accrue from and after the date of delivery and acceptance of each Car; provided, however, that rental shall be payable to Evans only for amounts actually received by or credited to Lessee.

3. Acceptance of Cars. Within three (3) days after Evans shall give Lessee notice that some or all Cars covered by a Schedule are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point of delivery and accept or reject them as being or failing to be in compliance with the terms hereof. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall be conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee.

4. Records. Lessee shall keep records of and monitor the use and movements of all Cars and shall provide to Evans all information and copies of all records and reports, pertaining to the Cars received by Lessee or available to it. Evans shall have the right at any time and from time to time to audit and verify any such information, records and reports and other data pertinent hereto and Lessee shall cooperate with and assist Evans in any such audit or verification. Lessee will at Evans' expense take all appropriate action to record and register the Cars as Evans may request. In addition, if Lessee knows of the initial loading of any of the Cars, Lessee shall promptly thereafter notify Evans of the date, handling railroad and destination of such initial loading.

5. Use - Lettering. Lessee shall use the Cars in a careful and prudent manner in compliance with all Interchange Rules and solely for the uses for which they were designed. From and after the delivery of a Car to Lessee, so long as Lessee shall not be in default hereunder, Lessee shall be entitled to the use of the Car for the full term of this Lease, but solely within the continental limits of the United States of America. Except for the lettering to be placed on the Cars by Evans prior to delivery indicating the interest of Lessee, Evans and any assignee or mortgagee of Evans as permitted in Paragraph 11 hereof, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Evans. Lessee shall give preference and shall load the Cars prior to loading similar railroad cars leased from other parties or purchased by Lessee subsequent to the date of this Lease or interchanged with the other railroads, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide

transportation and facilities upon reasonable request to shippers on its railroad tracks, and provided further, Lessee shall not have to give priority to the loading of the Cars at the expense of unreasonably disrupting Lessee's normal operations.

6. Repair Work. Except as otherwise provided herein, Evans shall at its sole cost and expense perform all Repair Work or authorize or cause same to be done. Lessee shall at its sole cost and expense perform or cause to be performed all Repair Work required by reason of the negligence of Lessee or an affiliate of Lessee. Evans shall have a duty to promptly perform Repair Work for which it is responsible, but such obligation shall not commence until Evans is informed of the need for such Repair Work. Evans may require Lessee to return Cars for preventive maintenance or Repair Work and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for Repair Work of any kind.

7. Casualty Cars. Evans shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car") other than on Lessee's lines. Lessee shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair on its lines and shall within thirty (30) days after the occurrence of any such event, pay to Evans the amount provided in the Interchange Rules to be paid for such Casualty Car. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All payments for Repair Work or in connection with the loss of any Casualty Car due from third parties shall be assigned to and belong to Evans and Lessee shall cooperate with Evans in the prosecution and collection of all claims therefor.

8. Indemnities. Evans agrees to indemnify Lessee and hold it harmless from any loss, expense or liability which Lessee may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession, or operation of the Cars while subject to this Lease, excepting only any such loss, expense or liability which arises from Lessee's negligence or which arise as a result of the operation of the Cars on Lessee's lines and Lessee shall indemnify Evans for such loss, expense or liability. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

9. Taxes. Evans shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the Cars except that Lessee shall be liable for and pay such taxes when the Cars bear reporting marks other than Evans'. Lessee shall be liable at all times for and shall pay or reimburse Evans for payment of (i) all Federal, State or Local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars.

10. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof, or upon the election of Evans as hereinafter provided. In the event of a default or breach by either party, the other party may elect to terminate this Lease with respect to less than all of the cars. In the event (i) that Daily Car Usage for all Cars or any group of Cars in any calendar quarter is less than 100% or (ii) the rental payable to Evans during such quarter averages less than \$20.30 per car per day, then Evans may at its option upon thirty (30) days notice to Lessee terminate this Lease in its entirety, or terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto. Lessee shall at the termination of the Lease with respect to any Cars return such Cars to Evans in the same condition (except to Casualty Cars) in which the Cars were furnished and maintained by Evans during the term hereof, ordinary wear and tear excepted. Upon the termination of this Lease with respect to any or all Cars, Lessee shall at its sole cost and expense forthwith surrender possession of such Cars to Evans at a railcar facility to be designated by Evans. Lessee shall provide free storage for a period of up to 90 days for Cars as to which the Lease is terminated. This Lease may be terminated as to all Cars or as to any group of Cars covered by a Schedule without termination of the Lease as to Cars covered by any other Schedule. From and after termination of this Lease with respect to any Car and until its return to Evans all amounts earned by such Car shall be paid to Evans as defined in Paragraph 2, "Rental".

11. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan the Cars without the prior written consent of Evans.

(b) all rights of Evans under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part and Evans agrees to give notice to Lessee within 30 days of such assignment, pledge, mortgage, transfer or other such disposition. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the cars heretofore or hereafter created by Evans.

If Evans shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Evans shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

12. Default. If Lessee or Evans shall fail to make any payment required hereunder within five (5) days after same shall have become due or shall breach any representation or warranty contained herein or shall default or fail for a period of ten (10) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Lessee or Evans under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Lessee or Evans or their property, or Lessee or Evans shall make a general assignment for the benefit of creditors, then and in any of said events Evans or Lessee, as the case may be, may in addition to all other rights and remedies provided in law of equity, upon written notice to such effect, terminate this Lease in its entirety or with respect to any group of Cars with respect to which said default has occurred and thereafter recover any and all damages sustained by reason of Lessee's or Evans' default. The obligation to pay rental then or thereafter due or any other sum or sums due and unpaid or any damages suffered by reason of Lessee's or Evans' default hereunder shall survive the termination of the Lease and the retaking of the Cars.

13. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by Evans to keep and maintain the Cars in good working order and repair.

"Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time be the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

14. Representations. Lessee and Evans respectively covenant, warrant and represent that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

- (a) Each party is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder.
- (b) This Lease has been duly executed on behalf of each party and constitutes the legal, valid and binding obligation of the respective parties enforceable in accordance with its term.
- (c) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of either party in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgement order or regulation, or any indenture or agreement binding upon either party; and
- (d) Neither party nor their respective counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of Evans or its assignee or mortgagee in the United States of America.

Upon request of Evans or its assignee or mortgagee at any time or times, Lessee shall deliver to Evans an opinion of its counsel addressed to Evans or its assignee or mortgagee, in form and substance satisfactory to Evans or its assignee or mortgagee, which opinion shall confirm the matters set forth in this Paragraph 14 (a) through (d).

15. Miscellaneous.

- (a) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.
- (b) Any notice required or permitted to be given by one party to another hereunder shall be properly given when made in writing, deposited in the United States Mail, registered or certified, postage prepaid addressed to:

Evans at: East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Lessee at: Walnut & Water Streets
Corydon, IN 47112

or such other address as either party may from time to time designate by such notice in writing to the other.

- (c) Lessee shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect Evans' title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. Lessee shall take all action requested by Evans to confirm Evans' interest in the Cars as Lessor and that Lessee has no interest in the Cars other than as Lessee hereunder.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars.
- (e) During the continuance of this Lease, Evans shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or time wherever the Cars may be. Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans two (2) copies of an accurate inventory of all Cars in service.

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

(CORPORATE SEAL)

ATTEST:

By: Susan B. Evans
Secretary

LOUISVILLE, NEW ALBANY & CORYDON
RAILROAD

By: Walter Chubberson
President

(CORPORATE SEAL)

ATTEST:

By: Patricia A. Lang
ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: Curtis C. Tatham
Curtis C. Tatham, Senior
Vice President Marketing

STATE OF ILLINOIS
COUNTY OF COOK

On this 14th day of October, 1983, before me personally appeared Curtis C. Tassan, to me personally known, who being by me duly sworn, says that he is the President of EVANS RAILCAR LEASING COMPANY, and Laurence P. Prange personally known to me to be the Asst. Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeanette C. Benedetti
Notary Public

My Comm. Expires July 25, 1987

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 19 __, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ President of _____, and _____ personally known to me to be the _____ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

EXHIBIT A

Schedule 1 to Lease dated July 1, 1983, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD ("Lessee").

CERTIFICATE OF ACCEPTANCE

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

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts _____ (____) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY
OWNER AND LESSOR

Title to this Car subject to documents recorded
under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

Lessee

SCHEDULE 1

Page 1 of Schedule 1 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 52'6" 70-ton RBL Boxcars

NUMBER OF CARS:

35

INTERIOR EQUIPMENT:

Dual air pak bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-Corrosive Commodities

REPORTING MARKS AND NUMBERS:

LNAC 5200-5224; 6225-6234

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Louisville, Kentucky

Page 2 of Schedule 1 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD ("Lessee").

LEASE TERM: From the date hereof until December 2, 1986. May be extended for an additional five (5) years upon six (6) month's notice prior to the expiration date.

PER DIEM SHARE: 100% of net car hire received by Lessee to the account of Evans.

SPECIAL TERMS: None

(CORPORATE SEAL)

ATTEST:

By: Susan B. Evans
Secretary

LOUISVILLE, NEW ALBANY & CORYDON RAILROAD

By: Walter Kaufman
President

(CORPORATE SEAL)

ATTEST:

By: James B. Young
Asst. Secretary

EVANS RAILCAR LEASING COMPANY

By: Curtis C. Tatham
Curtis C. Tatham, Senior
Vice President Marketing

FIRST AMENDMENT DATED February 19, 1985

FIRST AMENDMENT to that certain Railroad Car Lease Agreement dated July 1, 1983 ("Lease") by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY, as Lessee ("LNAC").

W I T N E S S E T H:

WHEREAS, Evans and LNAC entered into the Lease as aforesaid and thereafter executed Schedule 1 thereto dated July 1, 1983 whereunder LNAC agreed to lease thirty-five (35) 52' 6" 70-ton RBL boxcars ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend the Lease as it pertains to Schedule 1 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The number of Cars shall be reduced to thirty-three (33) marked and numbered LNAC 5200-5224, 6225-6230, 6233, 6234

All other terms and conditions shall remain the same as agreed to in the Lease dated July 1, 1983 and Schedule 1 dated July 1, 1983.

IN WITNESS WHEREOF, Evans and LNAC have entered into this First Amendment this 19th day of February, 1985.

(CORPORATE SEAL)

ATTEST:

By: Juan Evans
Secretary

LOUISVILLE, NEW ALBANY & CORYDON
RAILROAD COMPANY

By: Walter C. ...
President

(CORPORATE SEAL)

ATTEST:

By: Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: Curtis C. Tatham
Senior Vice President Marketing

SCHEDULE 2

Page 1 of Schedule 2 dated June 28, 1985 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 52'5" 70-ton RBL boxcars

NUMBER OF CARS:

21

INTERIOR EQUIPMENT:

Dual air pak bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

REPORTING MARKS AND NUMBERS:

LNAC 5400-5420

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Nearest connecting interchange point to the Illinois Central Gulf Railroad

Page 2 of Schedule 2 dated June 28, 1985 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY ("Lessee").

LEASE TERM: Six (6) months commencing upon the date the Cars are restencilled continuing month to month thereafter unless cancelled upon thirty (30) days prior written notice by either party.

EVANS' PERCENTAGE OF CAR HIRE RECEIVED: 100% of net car hire received by LNAC to the account of Evans.

SPECIAL TERMS: Net car hire is defined as gross car hire earnings less per diem reclaim, property taxes and maintenance expenses.

(CORPORATE SEAL)

ATTEST:

By: *Juan Evans*
Secretary

LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY

By: *Walter Chubb*
President

(CORPORATE SEAL)

ATTEST:

By: *Laurence P. Prange*
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: *William M. Sheehan*
William M. Sheehan
Vice President Marketing

FIRST AMENDMENT DATED AUGUST 6, 1985

FIRST AMENDMENT dated as of August 6, 1985 to Schedule 2 dated June 28, 1985 ("Schedule 2") of that certain Railroad Car Lease Agreement dated July 1, 1983 ("Lease") by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY, as Lessee ("LNAC").

W I T N E S S E T H:

WHEREAS, pursuant to the Lease and Schedule 2, LNAC currently leases twenty-one (21) used 52'5" 70-ton RBL boxcars ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend Schedule 2 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The number of Cars shall be reduced from twenty-one (21) to twenty (20) marked and numbered LNAC 5400-5419.

2. Except to the extent hereby or heretofore modified or amended, the terms and conditions of Schedule 2 and of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Evans and LNAC have entered into this First Amendment this 6th day of August, 1985.

(CORPORATE SEAL)

ATTEST:

By:

Juan Evans
Secretary

LOUISVILLE, NEW ALBANY & CORYDON
RAILROAD COMPANY

By:

Walter J. ...
President

(CORPORATE SEAL)

ATTEST:

By:

Laurence P. Prange
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By:

William M. Sheehan
William M. Sheehan
Vice President Marketing

SCHEDULE 3

Page 1 of Schedule 3 dated June 28, 1985 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 52'5" 70-ton RBL boxcars

NUMBER OF CARS:

RP 21

U.S.
LOUIS

INTERIOR EQUIPMENT:

Dual air pak bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

REPORTING MARKS AND NUMBERS:

~~LNAC 15378+5399~~ LNAC 5378-5393; 5395-5399

U.S.
LOUIS

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Nearest connecting interchange to the Chicago, Milwaukee, St. Paul and Pacific Railroad

Page 2 of Schedule 3 dated June 28, 1985 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY ("Lessee").

LEASE TERM: Ninety (90) days commencing upon the date the Cars are restencilled continuing month to month thereafter unless cancelled upon thirty (30) days prior written notice by either party.

EVANS' PERCENTAGE OF CAR HIRE RECEIVED: 100% of net car hire received by LNAC to the account of Evans.

SPECIAL TERMS: Net car hire is defined as gross car hire earnings less per diem reclaims, property taxes and maintenance expenses.

(CORPORATE SEAL)

ATTEST:
By: *Susan Evans*
Secretary

LOUISVILLE, NEW ALBANY & CORYDON
RAILROAD COMPANY

By: *Walter Conroy*
President

(CORPORATE SEAL)

ATTEST:
By: *Laurence P. Prange*
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: *William M. Sheehan*
William M. Sheehan
Vice President Marketing

SCHEDULE 4

Page 1 of Schedule 4 dated July 16, 1985 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 52'5" 70-ton RBL boxcars

NUMBER OF CARS:

14

INTERIOR EQUIPMENT:

Dual air pak bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

REPORTING MARKS AND NUMBERS:

LNAC 5421-5435

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Nearest connecting interchange point to the Chicago & North Western Railroad

Page 2 of Schedule 4 dated July 16, 1985 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY ("Lessee").

LEASE TERM: One (1) year commencing upon the date the Cars are restencilled continuing month to month thereafter unless cancelled upon thirty (30) days prior written notice by either party.

EVANS' PERCENTAGE OF CAR HIRE RECEIVED: 100% of net car hire received by LNAC to the account of Evans.

SPECIAL TERMS: Net car hire is defined as gross car hire earnings less per diem reclaim, property taxes and maintenance expenses.

(CORPORATE SEAL)

ATTEST:

By: *Diana Evans*
Secretary

LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY

By: *Walter C. ...*
President

(CORPORATE SEAL)

ATTEST:

By: *Laurence P. Prange*
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: *William M. Sheehan*
William M. Sheehan
Vice President Marketing

FIRST AMENDMENT DATED AUGUST 6, 1985

FIRST AMENDMENT dated as of August 6, 1985 to Schedule 4 dated July 16, 1985 ("Schedule 4") of that certain Railroad Car Lease Agreement dated July 1, 1983 ("Lease") by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and LOUISVILLE, NEW ALBANY & CORYDON RAILROAD COMPANY, as Lessee ("LNAC").

W I T N E S S E T H:

WHEREAS, pursuant to the Lease and Schedule 4, LNAC currently leases fourteen (14) used 52'5" 70-ton RBL boxcars ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend Schedule 4 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The number of Cars shall be increased to fifteen (15) marked and numbered LNAC 5420-5435.

2. Except to the extent hereby or heretofore modified or amended, the terms and conditions of Schedule 4 and of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Evans and LNAC have entered into this First Amendment this 6th day of August, 1985.

(CORPORATE SEAL)

ATTEST:

By: *Susan Evans*
Secretary

LOUISVILLE, NEW ALBANY & CORYDON
RAILROAD COMPANY

By: *Walter C. ...*
President

(CORPORATE SEAL)

ATTEST:

By: *Laurence P. Prange*
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: *William M. Sheehan*
William M. Sheehan
Vice President Marketing