



**WISCONSIN & SOUTHERN
RAILROAD CO.**

2215 Sanders Road
Northbrook, IL 60062
(312) 272-8350

September 14, 1984

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, DC 20423

14427
RECORDATION NO. FILED 1425

SEP 17 1984 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation pursuant to the provisions of Section 11303 of Title 49 of the U.S. Code and the regulations thereunder are the original and one copy of the Evans Short Term Railcar Lease Agreement, a primary document, dated May 31, 1984.

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

Lessor: Evans Railcar Leasing Company
East Tower
2550 Golf Road
Rolling Meadows, IL 60009

Lessee: Wisconsin & Southern Railroad Co.
511 Barstow Street/P.O. Box A
Horicon, WI 53032

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

One Hundred Fifty (150) 70-ton RBL Boxcars bearing the identification marks USLX.

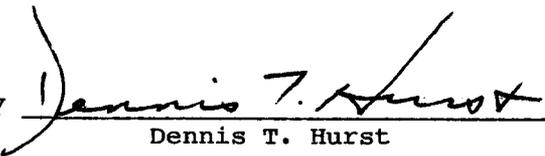
The original and all extra copies of the enclosed documents should be returned to Ms. Sharon Schumacher of Funding Systems Railcars, Inc., 2215 Sanders Road, Suite 370, Northbrook, IL 60062

Also enclosed is a remittance in the amount of \$10.00 for payment of recordation fees.

Mr. James H. Bayne
Interstate Commerce Commission
September 14, 1984
Page 2

I am an officer of Wisconsin & Southern Railroad Co. and have knowledge
of the matters set forth herein.

Very truly yours,

By 
Dennis T. Hurst

DTH:pb
encl.

SENT VIA: Certified Mail

Interstate Commerce Commission
Washington, D.C. 20423

9/18/84

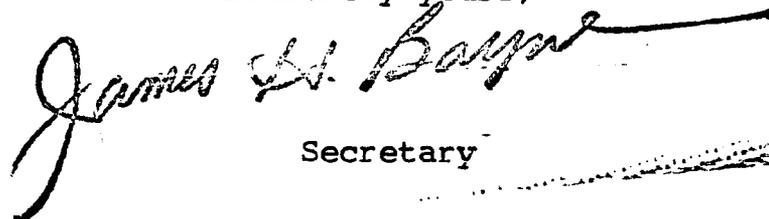
OFFICE OF THE SECRETARY

Sharon Schumacher
Funding Systems Railcars, Inc.
2215 Sanders Road- Suite 370
Northbrook, Illinois 60062

Dear Ms. Schumacher:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/18/84 at 3:05pm and assigned re-
recording number(s). 14427

Sincerely yours,

A handwritten signature in cursive script, appearing to read "James H. Bayne", with a long horizontal flourish extending to the right.

Secretary

Enclosure(s)

1400

14427

RECORDATION NO. Filed 1425

SEP 17 1984 .3 32 PM

EVANS SHORT TERM RAILCAR LEASE AGREEMENT INTERSTATE COMMERCE COMMISSION

AGREEMENT made and entered into this 31st day of May, 1984, between EVANS RAILCAR LEASING COMPANY, an Illinois corporation (hereinafter called ("Evans")) and WISCONSIN & SOUTHERN RAILROAD CO. a Wisconsin corporation, with its principal place of business at 511 Barstow Street, P.O. Box A, Horicon, Wisconsin 53032, (hereinafter called "Lessee").

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railcar Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and does hereby lease from Evans, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars"), as is set forth in any Schedule hereto. All Schedules shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as Evans and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in the body of this Lease.

2. Delivery and Acceptance of Cars. Evans shall deliver the Cars as promptly as is reasonably possible. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse Evans for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to transportation of a Car, except that Evans agrees to pay all transportation costs incurred on movements directed by it or when the cars are moved to and/or from an Evans maintenance facility or a facility designated by Evans.

All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for shipment and use. At Evans' request, Lessee shall deliver to Evans an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

3. Use and Possession. Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from and after delivery of such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that Cars shall at all times be used (i) in conformity with all Interchange Rules; (ii) only within the continental limits of the United States of America or in temporary or incidental use in Canada; and (iii) in such service as will not constitute a train hauling predominantly a single commodity, such as coal or grain, between the same points on a regular basis, commonly referred to as a "unit train".

4. Sublease. Lessee shall have no right to assign or sublease or loan the Cars without the prior written consent of Evans; provided, however, that Lessee shall have the right to sublease any of the Cars for single trips within the continental limits of the United States to its customers or suppliers where the sole purpose of such sublease is to obtain exemption from demurrage on the subleased Cars. Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease.

5. Term. This Lease shall be effective as to any Car on the date of delivery by Evans of such Car, as provided in Paragraph 2 hereof. However, the lease term with respect to all Cars covered by a particular Schedule shall be deemed to commence on the Average Date of Delivery of the Cars covered by such Schedule and shall terminate upon expiration of the period specified in such Schedule unless sooner terminated in accordance with the provisions of this Lease. Average Date of Delivery shall be defined as that date which is determined by (i) multiplying the number of Cars delivered by Evans on each day by the number of days elapsed between such day and date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered under the applicable Schedule, and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car under the applicable Schedule. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be conclusively deemed delivered to the Lessee on the date shown on the Certificate of Acceptance or other writing accepting a Car signed by the Lessee.

6. Rental. Rental shall include but not be limited to all mileage, straight car hire, and incentive car hire earnings payable to Lessee or Evans on account of such car. Mileage credits shall be at the rate established by the applicable mileage rate allowance published in PHJ tariff 6007 series (ICC PHJ 6007, Item 195 and/or 621) supplements thereto or successive issues thereof. All such earnings as previously defined shall be for the account of Evans. Cars will be free from all car hire, lease or mileage charges while on Lessee's railroad line.

7. Title. Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

8. Maintenance and Repair. Evans shall be responsible for the maintenance and repair of the Cars. Lessee shall be responsible for and shall pay all costs and expenses of all Repair work or other work or materials required by reason of damage or other conditions caused by Lessee's negligence or misuse in loading, unloading or use other than as permitted under applicable Schedules. Lessee shall notify Evans in writing of any maintenance or repair work that is required and shall arrange for maintenance or repair pursuant to the instructions of Evans. Lessee, at Evans' expense, may make running repairs defined in AAR Interchange Rules, but shall otherwise not make any repair, alterations or additions to the Cars without Evans' prior written consent.

9. Taxes. Evans shall be liable at all times for and shall pay all Federal, State or other governmental property taxes or private car line taxes resulting from Evans' reporting marks being on the Cars assessed or levied against the Cars. Lessee shall be liable for all other Sales or use taxes imposed upon the equipment during the term of this lease.

10. Substitution of Cars. Evans may, at any time and from time to time, replace any Casualty Cars, defined as Cars lost, stolen, destroyed or damaged beyond economic repair with Replacement Cars, defined as Cars of substantially similar description and specification to that set forth in the applicable Schedule, which shall be deemed to be subject to all terms and conditions of this Lease.

11. Indemnity. 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.

12. Lettering. At Evans' election and expense, all Cars may be marked to indicate the rights of Evans or any assignee, mortgagee, trustee, pledgee, or security holder of Evans or a lessor to Evans.

13. 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.

14. 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 that Evans incurs any unreimbursed costs, expense or reclaim against mileage allowance, which is not specifically contemplated herein, on account of the movement of Cars during the term of this Lease, whether by reason of ExParte 346-8 (Deregulation of Boxcars) or any similar tariff, ruling, regulation, order or amendment, then Evans may at its option upon thirty (30) days notice to Lessee terminate this Lease with respect to any or all Cars subject to this Lease or any Schedules. Lessee shall provide free storage for a period of up to thirty (30) 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.

CEL
CEL
15. Return of Cars. ^{ON LESSEE'S LINE} 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 any interchange point on Lessee's lines and Lessee agrees to use its best efforts to load the Cars toward the point designated by Evans. Each Car so surrendered shall be in the same or as good condition, order and repair as when delivered to Lessee, ordinary wear and tear excepted, and shall be free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. If any of the Cars do not bear Evans' reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as Evans shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession or control to Evans pursuant to this Paragraph 15, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred.

Nothing in this Paragraph 15 shall give the Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car.

16. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise Evans of such occurrence. Lessee shall upon request of Evans, assist Evans in obtaining payment with respect to such loss, theft, damage, or destruction, but Lessee shall not be liable for such loss, theft, damage, or destruction unless caused by its negligence or misuse.

17. Assignment. This Agreement may not be assigned by Lessee without the express written consent of Evans. All rights of Evans under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee.

18. Liens. Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through, or under Lessee which may be a cloud upon or otherwise affect Evans' title, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

19. Quiet Enjoyment. So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet enjoyment of the Cars.

20. Notice. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to

Evans at: 2550 Golf Road
Rolling Meadows, IL 60008

Lessee at: 511 Barstow Street
P. O. Box A
Horicon, WI 53032

or such other addresses as Evans or Lessee may from time to time designate.

21. Governing Law. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois. The terms of this Agreement and the rights and obligations of the parties hereto may be changed by writing executed by both parties.

22. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

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

(CORPORATE SEAL)

ATTEST:

By: *Dennis T. Hurst*
Secretary

WISCONSIN & SOUTHERN RAILROAD CO.

By: *James Blair*
President ~~CHAIRMAN~~

(CORPORATE SEAL)

ATTEST:

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

EVANS RAILCAR LEASING COMPANY

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

SCHEDULE 1

Page 1 of Schedule 1 dated May 31, 1984 to Lease dated May 31, 1984 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and WISCONSIN & SOUTHERN RAILROAD CO. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 52'5" 70-ton RBL boxcars

NUMBER OF CARS:

150

INTERIOR EQUIPMENT:

Dual Air Pak Bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities specifically, canned goods or other commodities as agreed upon between Evans and Lessee.

REPORTING MARKS AND NUMBERS:

See Attachment A

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Nearest connecting interchange to the Wisconsin & Southern Railroad.

Page 2 of Schedule 1 dated May 31, 1984 to Lease dated May 31, 1984 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and WISCONSIN & SOUTHERN RAILROAD CO. ("Lessee").

LEASE TERM: Fifteen (15) months commencing upon delivery and acceptance by Lessee. Will automatically continue thereafter on a month-to-month basis unless cancelled upon thirty (30) days prior written notice by either party.

MONTHLY RENTAL: 75% off line earnings shall be to the account of Evans, 25% to the Lessee. Split to be net of any freight charges Evans incurs to deliver the Cars to the initial F.O.T. point.

MINIMUM AVERAGE MONTHLY RENTAL PER CAR: \$175.00 per car

The minimum average monthly rental is based on a monthly per car basis. If in the event that rental for any Car falls below an average of \$175.00 per month in any calendar quarter, Evans has the right to terminate this Lease with respect to such Car .

(Handwritten initials: JED, CH, CG)

SPECIAL TERMS: In the event that average monthly revenues in any calendar quarter with respect to the Cars is less than the amount determined to be the minimum average monthly rental payable, then Lessee may elect to pay the difference between the actual revenue for such cars and such minimum monthly rentals and prevent Evans from exercising their right to terminate the Lease. If Lessee does not elect to pay such difference, then Evans may elect to terminate this lease as to such cars upon thirty (30) days written notice to Lessee. Any freight charges incurred to deliver the cars would be taken out of car hire earned before the 75%/25% split is given out. Lessee will receive their share of the off line earnings ninety (90) days after the end of the month the mileage credits are earned.

(CORPORATE SEAL)

ATTEST:

By: *Dennis T. Hurst*
Secretary

WISCONSIN & SOUTHERN RAILROAD CO.

By: *James Rhein*
President CHAIRMAN

(CORPORATE SEAL)

ATTEST:

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

EVANS RAILCAR LEASING COMPANY

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

ATTACHMENT A TO SCHEDULE 1 DATED MAY 31, 1984 TO LEASE DATED MAY 31, 1984

The (150) Cars covered under Schedule 1 are as follows:

USLX 10381, 10384, 10385, 10387, 10388, 10601, 10604-10607,
10609-10623, 10626, 10627, 10629-10633, 10635-10639, 10645,
10649-10654, 10656-10666, 10669-10671, 10674, 10675, 10679-10682,
10684, 10686, 10687, 10689, 10690, 10865, 10867-10869, 10873,
10876, 10877, 10880-10890, 10892, 10895-10900, 10902-10909,
10911-10913, 10915-10918, 10920, 10921, 10924, 10925,
10927-10929, 10931-10934, 11100, 11119, 11121, 11124, 11275, ^{Series 7}
11277, 11278, 11281, 11285, 15030, 15035, 15036-15044, 15046,
15047, 15052-15054, 15056, 15058, 15059, 17025, 17038

STATE OF ILLINOIS
COUNTY OF COOK

On this 11th day of September, 19 84, before me personally appeared Curtis C. Tatham, to me personally known, who being by me duly sworn, says that he is 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.

Janette C. Benedette
Notary Public

My Commission Expires July 25, 1987

STATE OF Illinois
COUNTY OF COOK

On this 28th day of August, 1984, before me personally appeared James B. Shein, to me personally known, who being by me duly sworn, says that he is Chairman President of Wisconsin & Southern Railroad Co., and Dennis T. Hurst 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.

Carmen Montagano
Notary Public

My Commission Expires October 20, 1984

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

RECORDATION NO. Filed 1425

SEP 17 1984 .3 05 PM

INTERSTATE COMMERCE COMMISSION

On this 14th day of SEPTEMBER, 1984, I hereby certify that I have compared the attached copy of Evans Short Term Railcar Lease Agreement between Evans Railcar Leasing Company and Wisconsin & Southern Railroad Co. dated May 31, 1984 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