

ITEL

Itel Rail Corporation

550 California Street
San Francisco, CA 94104
(415) 984-4200

January 15, 1991

RECORDATION NO. 17204 FILED 145

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, DC 20423

JAN 17 1991 -2 40 PM
INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 17204 FILED 145

1-017A020

Re: 1) Lease Agreement
2) Schedule No. 6

JAN 17 1991 -2 40 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instruments, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$30 recordation fee.

Please record the Lease Agreement dated as of July 1, 1983, between Itel Rail Corporation, successor to Evans Railcar Leasing Company, and PMA Transportation Corp. under a new recordation number.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

PMA Transportation Corp. (Lessee)
7409 N. E. Hazel Dell Avenue, Suite C
Vancouver, Washington 98665

The Lease Agreement, together with Schedule Nos. 1, 2, 3, 4 and 5 attached thereto, provide for the terms and conditions by which three hundred thirty-four (334) boxcars bearing reporting marks NOKL 11000-11999, LOAM 4300-4399 (n.s.), NOKL 4500-4599, LOAM 2500-2519 and NOKL 1080-1099, respectively, are leased.

Hon. Sidney L. Strickland, Jr., Esq.
January 15, 1991
Page Two

Please record Schedule No. 6 under the recordation number given to the Lease Agreement by this ICC this date.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
550 California Street
San Francisco, California 94104

PMA Transportation Corp. (Lessee)
7409 N. E. Hazel Dell Avenue, Suite C
Vancouver, Washington 98665

This Schedule adds to the Lease Agreement thirty (30) 50-6", 70-ton, Plate B boxcars bearing reporting marks NOKL 1100-1129.

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
Legal Assistant

CERTIFICATION OF TRUE COPY

On January 16, 1991, I, Katherine Bennett, examined an original copy of the Lease Agreement dated as of July 1, 1983, between Evans Railcar Leasing Company and PMA Transportation Corp. I hereby certify that I have compared the attached duplicate copy with the original, and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

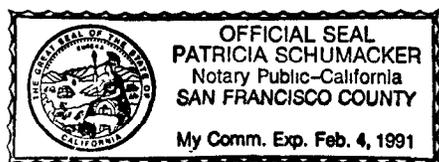

Katherine Bennett

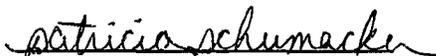
17204
RECORDED IN _____ FILED IN

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

JAN 17 1991 -2 40 PM
INTERSTATE COMMERCE COMMISSION

On this 16th day of January 1991, before me personally appeared Katherine Bennett, personally known to me to be the person whose name is subscribed to the above instrument, and she acknowledged that she executed the same.




Notary Public

2009-01 #05

L E A S E

JAN 17 1991 -2 40 PM

2018-01 #05

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

PMA TRANSPORTATION CORP.
(hereinafter called "Lessee")

RECITALS

Lessee desires to terminate its existing railcar leases and schedules with Evans, listed on Addendum A ("Existing Leases") and to substitute this lease in place and in lieu thereof, and Evans is agreeable to such substitution subject to the conditions hereinafter described.

AGREEMENT

It is agreed:

1. Effective Date and Conditions. Provided that Lessee is current with all lease and other payments under the Existing Leases, then the Existing Leases shall terminate and this lease shall be effective as of July 1, 1983. If Lessee is not current with payments under the Existing Leases, as aforesaid, then the Existing Leases shall continue in full force and effect as though this lease did not exist.

2. 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 Schedules 1 through 5 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 have been 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 this agreement 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.

3. Rental. As rental for the use of the cars Lessee agrees to pay Evans a percentage of Net Maximum Potential Car Hire ("NMPCH") as defined on page 6, paragraph 15, entitled "Net Maximum Potential Car Hire". Percentage schedule of NMPCH as follows: If actual earnings are more than 45% of NMPCH, division will be as follows:

| <u>Percentage of NMPCH Earned</u> | <u>Evans' Share</u> | <u>Lessee's Share</u> |
|-----------------------------------|---------------------|-----------------------|
| First 45% | 100% | 0% |
| Next 40% | 65% | 35% |
| Next 15% | 20% | 80% |

If actual earnings are less than 45% of NMPCH, Lessee will pay as rental the actual earnings, less the management fee of twenty-two dollars (\$22.00) per car per month, per series.

The earnings from 'Actual Miles Paid' will be distributed using the following percentage schedule:

| <u>Percentage of Actual Miles Paid</u> | <u>Evans' Share</u> | <u>Lessee's Share</u> |
|--|---------------------|-----------------------|
| First 45% | 100% | 0% |
| Next 40% | 65% | 35% |
| Next 15% | 20% | 80% |

Lessee shall perform the foregoing calculations for each individual month during the Lease Term and shall pay rental to Evans based on such calculations. It is understood, however, that the information which is necessary to perform such calculations is customarily unavailable for use until approximately 60 days following the end of the month in question; therefore, it is agreed that the calculation for each month shall be performed within the 60 day period following the close of each month and payment shall be made to Evans within 10 days thereafter. In addition to the monthly calculation, rental shall be reconciled quarterly. If such reconciliations indicate that an adjustment to any particular month is necessary, then the Lessee or Evans, as the case may be, shall pay the other the adjustment amount within 10 days after such amount is determined. As with the monthly calculation, it is understood that the information necessary to perform the quarterly reconciliations will be available approximately 60 days after the close of the applicable quarter.

4. Acceptance of Cars. Since Lessee is presently in possession of the Cars, all cars are conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee.

5. 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 on a monthly basis. 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.

6. 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 predominantly within the continental limits of the United States of America or incidental use in Canada and Mexico. It is further understood that all cars assigned in Canada or Mexico will be dedicated to international service spending a predominant amount of time in the United States. 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 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.

Lessee agrees that it will not contract for the purchase, lease or use of any equipment subsequent to the date of this agreement without the consent of Evans, and further that if Evans consents, such consents will be conditional upon the guarantee by lessee that Evans' earnings will not be reduced below the Standard Daily Rate ("SDR") as defined in each of the respective schedules attached hereto and made a part of this agreement, as a result of the lease or purchase of the additional equipment.

7. 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.

8. Casualty Cars. Evans shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("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.

9. 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, 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.

10. Taxes. Lessee shall be liable for and pay (i) all Federal, State or other governmental property taxes assessed or levied against the Cars except for income taxes of Evans (ii) 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, (iii) 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 (iv) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars.

11. 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 Actual Car Hire for any group of Cars in any consecutive six month period is less than 55% of MPCH and (ii) the rental payable to Evans during such six month period net of taxes as defined in Paragraph 10 averages less than the Minimum Daily Rate per car ("MDR") amounts defined in the respective schedules per car per day, then Evans may at its option upon thirty (30) days notice to Lessee terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto. For purposes of this paragraph 11 Actual Car Hire percentage shall be maintained for each of the groups of cars covered by the respective schedules attached hereto and made a part of this agreement. 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 ^{with} possession of such Cars to Evans at a railcar facility to be designated by Evans. 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 3, "Rental".

12. 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 Lessor.

(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; provided, however, that Lessee's rights hereunder shall not be diminished and its duties shall not be increased by any such transaction.

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.

13. Lessee Covenants. Lessee covenants it is legally authorized and permitted to share in per diem earnings payable in respect to the NOKL reporting marks. Lessee shall indemnify and hold Evans harmless with respect to any claims, demands, losses, expenses or costs, including but not limited to attorneys' fees which Evans may incur by reason of such sharing of per diem earnings.

14. Default. If Lessee or Evans shall fail to make any payment required hereunder within ten (10) 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 fifteen (15) 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.

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

"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.

"Repair Work" - all reasonable repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in profitable assignments (i.e.: DF Bars - Plywood Gates - Freight Charges for delivery of all additions or replacements). All repairs 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.

"Net Maximum Potential Car Hire" shall be defined as Maximum Potential Car Hire less any freight expenses incurred in the movement of cars and less any reasonable revenue sharing expenses incurred for maintaining assignment of cars during the term of this agreement.

"Maximum Potential Car Hire" as used herein shall mean, for a given period, the number of hours in such period multiplied by the applicable car hire rate for the Active Cars, ~~plus the actual mileage for the Active Cars during such period multiplied by the applicable mileage rate,~~ ^{plus} any incentive per diem payable with respect to the use of the Active Cars during such period.

"Active Cars" shall be defined to include any car which has not been bad ordered for more than five (5) consecutive days during any calendar month. Such car will be considered bad ordered upon written notification by Lessee to Evans.

16. 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).

17. 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: 7409 N.E. Hazel Dell Avenue
Suite C
Vancouver, Washington 98665

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
- (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 until after all or part of the Lease has been terminated in accordance with paragraphs 11 & 14 of this Lease.
- (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:

Secretary

PMA TRANSPORTATION CORP.

By:

President

(CORPORATE SEAL)

ATTEST:

By:

ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By:

Curtis C. Tatham, Senior
Vice President Marketing

STATE OF ILLINOIS
COUNTY OF COOK

On this 3^d day of October, 1983, before me personally appeared Curtis C. Jackson, to me personally known, who being by me duly sworn, says that he is the Vice 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. Benedetto
Notary Public
My Commission Expires July 25, 1987

STATE OF Washington
COUNTY OF Clark

On this 26th day of May, 1983, before me personally appeared Bob R. Barnes, to me personally known, who being by me duly sworn, says that he is _____ President of PMA TRANSPORTATION CORP., and P. J. Majar 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.

Richard Steyer
Notary Public

ADDENDUM A DATED JULY 1, 1983 TO LEASE DATED JULY 1, 1983

"EXISTING LEASES"

Lease dated January 19, 1978
(Lot 1569)

Schedule 3 dated March 8, 1978 to Lease dated January 19, 1978
(Lot 1617)

Schedule 6 dated October 2, 1978 to Lease dated January 19, 1978
(Lot 1627)

Schedule 7 dated October 9, 1979 to Lease dated January 19, 1978
(Lot 1776)

Lease dated March 7, 1978
(Lot 1570)

SCHEDULE 1

Page 1 of Schedule 1 dated to July 1, 1983 Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

52'5" 70-ton Side Slider "LU" type Boxcar

NUMBER OF CARS:

99

INTERIOR EQUIPMENT:

Lading strap anchor and stake pockets

SPECIAL LININGS:

None

PERMITTED LADING USE:

Forest Products

REPORTING MARKS AND NUMBERS:

NOKL 11000-11099

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Cars are presently in Lessee's possession

Page 2 of Schedule 1 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

LEASE TERM: 10 Years

PER DIEM SHARE: See Paragraph 3 "Rental" of Lease dated July 1, 1983

SPECIAL TERMS: SDR - \$19.75
MDR - \$15.50

Evans will have the right to approve any change in the assignment of and/or movement of any car, where such assignment or movement produces net revenues which are less than those generated in the services in which the cars were assigned on the date of this lease.

(CORPORATE SEAL)

ATTEST:

By:

J. P. Rajai
Secretary

PMA TRANSPORTATION CORP.

By:

W. H. Brown
President

(CORPORATE SEAL)

ATTEST:

By:

Barbara L. Brown
ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By:

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

SCHEDULE 2

Page 1 of Schedule 2 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

50'6" 70-ton XL boxcars

NUMBER OF CARS:

98

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-Corrosive Commodities

REPORTING MARKS AND NUMBERS:

LOAM 4300-4319; 4321-4327; 4329-4399

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Cars are presently in Lessee's possession

Page 2 of Schedule 2 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

LEASE TERM: 10 Years

PER DIEM SHARE: See Paragraph 3 "Rental" of Lease dated July 1, 1983

SPECIAL TERMS: SDR - \$12.75
MDR - \$10.00

Evans will have the right to approve any change in the assignment of and/or movement of any car, where such assignment or movement produces net revenues which are less than those generated in the services in which the cars were assigned on the date of this lease.

(CORPORATE SEAL)

ATTEST:

By:

Secretary

PMA TRANSPORTATION CORP.

By:

President

(CORPORATE SEAL)

ATTEST:

By:

ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By:

Curtis C. Tatham, Senior
Vice President Marketing

SCHEDULE 3

Page 1 of Schedule 3 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

52'5" 70-ton Boxcar with 16' door opening, 15" end of car cushioning and minimum DF-2 belt rail system

NUMBER OF CARS:

99

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Forest Products

REPORTING MARKS AND NUMBERS:

NOKL 4500-4599

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Car's are presently in Lessee's possession

Page 2 of Schedule 3 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

LEASE TERM: 10 Years

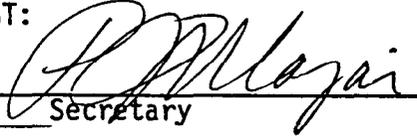
PER DIEM SHARE: See Paragraph 3 "Rental" of Lease dated July 1, 1983

SPECIAL TERMS: SDR - \$19.50
MDR - \$15.30

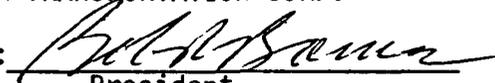
Evans will have the right to approve any change in the assignment of and/or movement of any car, where such assignment or movement produces net revenues which are less than those generated in the services in which the cars were assigned on the date of this lease.

(CORPORATE SEAL)

ATTEST:

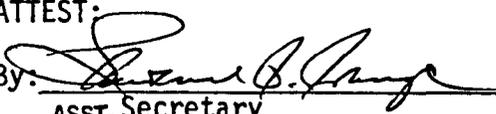
By: 
Secretary

PMA TRANSPORTATION CORP.

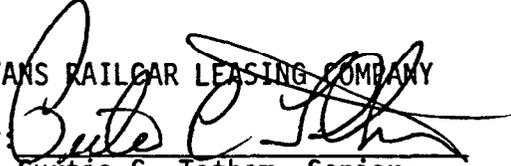
By: 
President

(CORPORATE SEAL)

ATTEST:

By: 
ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: 
Curtis C. Tatham, Senior
Vice President Marketing

SCHEDULE 4

Page 1 of Schedule 4 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

52'5" 70-ton XM Boxcar with 16' door opening and equipped with 15" end of car cushioning

NUMBER OF CARS:

19

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Forest Products

REPORTING MARKS AND NUMBERS:

LOAM 2500-2519

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Cars are presently in Lessee's possession

Page 2 of Schedule 4 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

LEASE TERM: 10 Years

PER DIEM SHARE: See Paragraph 3 "Rental" of Lease dated July 1, 1983

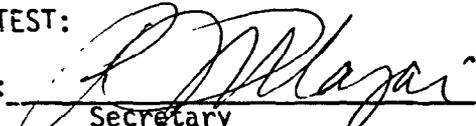
SPECIAL TERMS: SDR - \$20.50
MDR - \$16.10

Evans will have the right to approve any change in the assignment of and/or movement of any car, where such assignment or movement produces net revenues which are less than those generated in the services in which the cars were assigned on the date of this lease.

(CORPORATE SEAL)

ATTEST:

By:


Secretary

PMA TRANSPORTATION CORP.

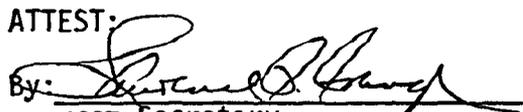
By:


President

(CORPORATE SEAL)

ATTEST:

By:


ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By:


Curtis C. Tatham, Senior
Vice President Marketing

SCHEDULE 5

Page 1 of Schedule 5 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

52'5" 70-ton XL Boxcar

NUMBER OF CARS:

19

INTERIOR EQUIPMENT:

Dual Air Pak Bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-Corrosive Commodities

REPORTING MARKS AND NUMBERS:

NOKL 1080 - 1099

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Cars are presently in Lessee's possession

Page 2 of Schedule 5 dated July 1, 1983 to Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

LEASE TERM: 10 Years

PER DIEM SHARE: See Paragraph 3 "Rental" of Lease dated July 1, 1983

SPECIAL TERMS: SDR - \$22.70
MDR - \$17.85

Evans will have the right to approve any change in the assignment of and/or movement of any car, where such assignment or movement produces net revenues which are less than those generated in the services in which the cars were assigned on the date of this lease.

(CORPORATE SEAL)

ATTEST:

By:


Secretary

PMA TRANSPORTATION CORP.

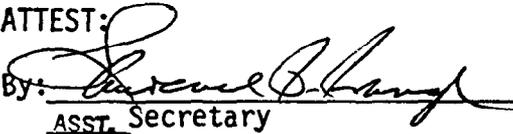
By:


President

(CORPORATE SEAL)

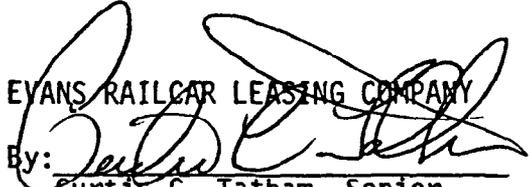
ATTEST:

By:


ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By:


Curtis C. Tatham, Senior
Vice President Marketing

SCHEDULE 1

Page 1 of Schedule 1 dated to July 1, 1983 Lease dated July 1, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and PMA TRANSPORTATION CORP. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

52'5" 70-ton Side Slider "LU" type Boxcar

NUMBER OF CARS:

99

INTERIOR EQUIPMENT:

Lading strap anchor and stake pockets

SPECIAL LININGS:

None

PERMITTED LADING USE:

Forest Products

REPORTING MARKS AND NUMBERS:

NOKL 11000-11099

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Cars are presently in Lessee's possession

