

NORFOLK SOUTHERN

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April 5, 1993

RECORDATION NO. 15248-I FILED 1425

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

APR 7 1993 10:20 AM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

In accordance with 49 U.S.C. § 11303 and the Commission's rules, I submit herewith for recording with the Commission five (5) counterparts of the document described below. I request that four (4) of the counterparts be returned to the undersigned.

(1) This document is an Assignment and Assumption Agreement dated as of April 1, 1993, executed by **TCS Leasing, Inc.**, formerly named Triple Crown Services, Inc. (the "Assignor"), and by **Triple Crown Services Company** (the "Assignee").

(2) This document is a "secondary document" under 49 C.F.R. § 1177.1, pertaining to and assigning rights and obligations under the following primary document: Lease Agreement between the Assignor (as sublessee) and CSX Logistics, Inc. (as sublessor) dated as of October 12, 1989, as amended by Amendment Agreements dated as of December 1, 1989, March 1, 1990, July 1, 1991 and October 21, 1992, and assigned recordation number **15248-D**.

(3) I request that this Assignment and Assumption Agreement also be listed in the index under the name of **CSX Logistics, Inc.**, which is not a party to this agreement but which is a party to the primary document to which it relates.

(4) The equipment covered by the primary document to which this relates is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Identity Marks</u>
237	Mark IV Model RoadRailer® Units	---	From the series CSRZ 914000- 914249

Minda Castello

Cherry

RECORDATION NO. 15248-1
APR 7 1993 10:20 AM
FILED
INTERSTATE COMMERCE COMMISSION
(CSX Lease)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made this day of April, 1993, by and among TCS LEASING, INC. (formerly named Triple Crown Services, Inc.), an Oklahoma corporation ("Assignor"), and TRIPLE CROWN SERVICES COMPANY, a general partnership formed under the laws of Delaware ("Assignee").

WHEREAS, Assignor and CSX LOGISTICS, INC., a Delaware corporation ("Sublessor"), entered into a Sublease Agreement dated as of October 12, 1989, which was amended by Amendment Agreements dated as of December 1, 1989, March 1, 1990, July 1, 1991 and October 21, 1992 (copies of such Sublease Agreement and such Amendment Agreements being attached hereto as Exhibit A), which Sublease Agreement, as amended or supplemented, hereinafter is referred to as the "Sublease Agreement";

WHEREAS, pursuant to the Sublease Agreement, Sublessor agreed to sublease to Assignor 237 RoadRailer® vans and 3 AdapterRailers for intermodal service (the "Equipment");

WHEREAS, Assignee desires to use the Equipment in connection with its intermodal transportation business;

WHEREAS, Assignor desires to assign and delegate to Assignee all of Assignor's rights and obligations under the Sublease Agreement and Sublessor has consented to such proposed assignment and delegation in accordance with Section 15.1 of the Sublease Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties hereto hereby agree as follows:

1. Assignment and Delegation. Upon the terms and subject to all the conditions herein set forth, Assignor hereby assigns, transfers and delegates to Assignee all of Assignor's rights, duties and obligations under the Sublease Agreement.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment and delegation and hereby assumes and agrees to be primarily responsible and liable for all of the duties, obligations and liabilities of Assignor under the Sublease Agreement. Assignee agrees to be bound by and to comply with and perform all terms, provisions and conditions of the Sublease Agreement pertaining to Assignor as the "Sublessee" thereunder. Assignee agrees that, as between Assignor and Assignee, Assignee shall be primarily responsible for and liable to Sublessor for all obligations and liabilities imposed on Assignor pursuant to the Sublease Agreement, including without limitation all rental and other payment obligations.

3. Effective Date. This Agreement shall be effective on the date hereof.

4. Taxes and Fees. Assignee shall be responsible and liable for any and all property, sales, use or other similar taxes or fees that may be imposed upon or incurred by Assignor or Assignee (i) pursuant to the Sublease Agreement, (ii) as a result of or incident to the execution of this Assignment Agreement or (iii) as a result of the ownership or use of the Equipment, and Assignee agrees to reimburse Assignor on demand for any such taxes or fees that may be assessed against or imposed on Assignor.

5. No Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY, FITNESS, OR PHYSICAL CONDITION OF, TITLE TO OR ANY OTHER MATTER AFFECTING OR RELATING TO THE EQUIPMENT. ASSIGNOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, OPERABILITY OR DESIGN OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY EXPRESSLY DISCLAIMS LIABILITY AND SHALL NOT BE LIABLE FOR LOST PROFIT OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COMMERCIAL LOSSES OF ANY KIND.

6. Risk of Loss; Allocation of Revenues and Expenses. (a) As between Assignor and Assignee, the risk of loss of or damage to the Equipment and the rights, if any, against insurance carriers or third parties arising from such loss or damage shall belong to the Assignor prior to the date hereof. On the date hereof, all risk of loss and damage with respect to the Equipment shall be the responsibility of Assignee.

(b) As between Assignor and Assignee, all revenues and expenses with respect to the Equipment which are earned or incurred prior to the date hereof shall be for the account of the Assignor. All revenues and expenses with respect to the Equipment which are earned or incurred on or after the date hereof shall be for the account of the Assignee.

7. Indemnification. Assignee will reimburse, indemnify and hold harmless Assignor, its corporate parent and corporate affiliates and its and their officers, employees and agents from and against all liabilities, losses, expenses, damages and claims arising out of or in connection with the assignment of Assignor's rights or duties under the Sublease Agreement, or arising out of or in connection with the lease, sublease or use of the Equipment by Assignee under the Sublease Agreement or this Agreement, including but not limited to liabilities, losses, expenses, damages and claims resulting from injury to or death of any person (including without limitation the officers, employees or agents of Assignor, Assignee, Sublessor or third parties) or

damage to any property (including without limitation lading or property of Assignor, Assignee, Sublessor or third parties).

8. Choice of Law. It is the intention of the parties that the laws of the Commonwealth of Virginia (without reference to conflicts of laws principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder.

9. Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by certified or registered mail, postage prepaid, or transmitted via telecopier, as follows:

Assignor	Assignee
TCS Leasing, Inc. c/o Norfolk Southern Corporation 110 Franklin Rd., S.E. Roanoke, Virginia 24042 Attention: Assistant Treasurer Telecopier: 703-981-4167	Triple Crown Services Company 6920 Pointe Inverness Way Suite 300 Fort Wayne, Indiana 46804 Attention: President Telecopier: (219) 434-3711

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TCS LEASING, INC.

By: Walter R. King
Its: VICE PRESIDENT

TRIPLE CROWN SERVICES COMPANY,
a general partnership

By: David H. Cushman
Its: PRESIDENT

COMMONWEALTH OF VIRGINIA))
CITY OF NORFOLK)) ss:

On this 30th day of March, 1993, before me personally appeared William G. Romig, to me personally known, who being by me duly sworn, says that he is a Vice President of TCS Leasing, Inc., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Delores J. Willetson
Notary Public

My Commission expires: AUGUST 31, 1994

STATE OF INDIANA))
COUNTY OF ALLEN)) ss:

The foregoing instrument was acknowledged before me this 31st day of MARCH, 1993, by DANIEL H CUSHMAN, who stated that he is a duly qualified agent of Triple Crown Services Company, a partnership organized under the laws of Delaware, that the foregoing instrument was signed by him as agent on behalf of said partnership by authority of its general partners, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said partnership.

Dynda D. Calyogian
Notary Public

My Commission expires: March 10, 1997

LEASE AGREEMENT - ROADRAILER® UNITS

This Agreement is made this 12th day of October 1989, by and between CSX LOGISTICS, INC. (Sublessor), a Delaware corporation, with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC. (Sublessee), an Oklahoma corporation, with principal offices at 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, Sublessee owns and operates a fleet of bimodal freight equipment for use in its intermodal transportation service and wishes to obtain additional bimodal freight equipment for its use; and

WHEREAS, by agreement dated June 1, 1987, between Sublessor and The Connecticut Bank and Trust Company, National Association, acting as trustee for Metlife Capital Credit Corporation (Basic Lease Agreement), Sublessor leases two hundred thirty-seven (237) Mark IV Model 3100 RoadRailer® units, and Sublessor also owns three (3) Mark IV Adapterailers, all with reporting marks as set forth in Appendix A to this Agreement, incorporated herein and made a part hereof (collectively, Equipment), and Sublessor is willing to sublease Equipment to Sublessee, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

SECTION 1. EFFECTIVE DATE, TERM, AND TERMINATION.

1.1 This Agreement will take effect on October 1, 1989. Except as provided in Section 1.2, this Agreement will remain in effect until the date the last unit of Equipment is returned to Sublessor by Sublessee, pursuant to Section 4.6, or until October 1, 1991, whichever date is earlier.

1.2 Beginning eighteen (18) months after the effective date of this Agreement, Sublessor or Sublessee will have the right to terminate this Agreement at any time upon at least sixty (60) days' written notice to the other party.

1.3 Prior to or on the expiration date or the date of termination of this Agreement, Sublessee will return all Equipment leased hereunder to Sublessor, pursuant to Section 4.6.

SECTION 2. RENEWAL AND PURCHASE OPTIONS.

2.1 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, Sublessee may extend the term of this Agreement for an additional term of two (2) years by giving Sublessor written notice of its intent to extend the term on or before July 1, 1991.

2.2 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, at any time on or after October 1, 1992, Sublessee may purchase all, but not less than all, Equipment, less Casualty Units, by giving Sublessor at least four (4) months' written notice of its intent to purchase. Said option to purchase Equipment is subject to Sublessor's compliance with Section 16.1 and Section 16.4 of the Basic Lease Agreement, and Sublessor will use its best efforts to comply with said sections. The purchase price of the Equipment will be the sum of (a) the rental charges for Equipment due and payable on the date of purchase and sale, (b) the greater of (i) the fair market value of all Equipment, less Casualty Units, as of the date of said notice of intent or (ii) the Casualty Value of all Equipment, less Casualty Units, as of the date of said notice of intent, and (c) any sales, excise, or other taxes (except federal, state, or local income taxes) imposed as a result of said purchase and sale. The fair market value of the Equipment will be determined by mutual agreement of Sublessor and Sublessee, or failing agreement, by independent appraisal obtained jointly by Sublessor and Sublessee.

SECTION 3. RENTAL CHARGES AND PAYMENT.

3.1 In consideration for the lease and use of Equipment during the term of this Agreement, Sublessee will pay Sublessor the following rental charges, to be calculated separately for each unit of Equipment:

Rental Charge per Day

<u>RoadRailer® Unit</u>	<u>Adapter Car</u>
\$15.00	\$18.00

3.2 Rental charges will accrue on a unit of Equipment starting on the day after Sublessee takes delivery of said unit in Operable Condition and will cease on the earlier of (a) the date said unit is returned by Sublessee to Sublessor, pursuant to Section 4.6, (b) the date said unit is purchased by Sublessee, pursuant to Section 2.2, or (c) if said unit is a Casualty Unit, the date of payment of the Casualty Value of said unit, pursuant to Section 7.2.

3.3 Sublessee will pay Sublessor rental charges on a calendar monthly basis within twenty (20) days after the end of each calendar month during which Equipment is leased by Sublessee. Payment will be made to:

CSX Logistics, Inc.
c/o CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201
Attn: Treasurer-Equipment Group

3.4 Rental charges will continue to accrue when Equipment is in the possession of connecting rail and motor carriers after receipt or interchange from Sublessee or in the possession of Sublessee's parent corporation or corporate affiliates. Except as provided in Section 3.2, rental charges will continue on all Equipment during the term of this Agreement, regardless of whether or not a particular unit of Equipment is under repair, defective, damaged, lost, destroyed, or alleged to be defective, damaged, lost, or destroyed.

3.5 Sublessee will not be entitled to any abatement or reduction of or set off against rental charges, including but not limited to abatement, reduction, or set off due to or alleged to be due to or by reason of any past, present, or future claim of Sublessee against Sublessor under this Agreement or otherwise, against the manufacturer of Equipment, or against any person or entity having or claiming a beneficial interest in Equipment.

SECTION 4. INSPECTION, DELIVERY, AND RETURN OF EQUIPMENT.

4.1 Prior to the execution date of this Agreement, Sublessor, at its sole expense, will have made available Equipment to Sublessee for inspection at Sublessor's facility at Atlanta, Georgia, or other mutually agreeable locations, and Sublessee and Sublessor will agree upon a mutually convenient time for said inspection. Sublessee will have the right to inspect each unit of Equipment to determine if Equipment is in "Operable Condition", as that term is defined in Section 4.2. Said inspection will include but need not be limited to a determination of the tire tread depths for each unit of Equipment for purposes of calculating any compensation adjustment, pursuant to Section 6.3.

4.2 For purposes of this Agreement, "Operable Condition" will mean that (a) a unit of Equipment is in a condition that permits immediate assembly into intermodal trains and operation over rail and highway in Sublessee's intermodal transportation service in compliance with minimum applicable federal or state regulatory standards for rail and highway usage; (b) all titles, registrations, registration plates, permits, and licenses applicable to and necessary for operation of Equipment are in effect and properly on Equipment; and (c) all necessary modifications to Equipment are completed by the manufacturer of Equipment or its designee. The determination of whether or not a unit of Equipment is in Operable Condition will be made by Sublessee at its sole discretion.

4.3 On or prior to the effective date of this Agreement, Sublessee will complete its inspection of Equipment and will notify Sublessor of any unit of Equipment determined by Sublessee not to be in Operable Condition. Said notice will specify the unit(s) of Equipment not in Operable Condition and the reason(s) said unit(s) fail to attain Operable Condition. At its sole expense prior to the date of availability for

delivery under Section 4.4, Sublessor may place said unit(s) in Operable Condition and will provide Sublessee detailed records of repairs performed on each said unit(s). If Sublessor fails to place said unit(s) in Operable Condition to Sublessee's full satisfaction prior to said date of availability, said unit(s) will not be considered leased to Sublessee, and Sublessee will not be required to pay rental charges on said unit(s) until said unit(s) are made available for delivery to Sublessee in Operable Condition and accepted by Sublessee.

4.4 Upon inspection and acceptance of a unit of Equipment by Sublessee or upon placement of a unit of Equipment in Operable Condition and acceptance of said unit by Sublessee, Sublessee will execute and deliver to Sublessor a certificate in substantially the form set forth in Appendix B to this Agreement, incorporated herein and made a part hereof, (Certificate of Acceptance) stating that said unit was inspected and is in Operable Condition and that delivery of said unit is accepted by Sublessee. Simultaneously with receipt of a Certificate of Acceptance, Sublessor, at its sole expense, will make available said unit for delivery to Sublessee at Sublessee's terminals at Atlanta, Georgia, or other mutually agreeable locations, at a time mutually agreeable to the parties. For purposes of this Agreement, delivery of a unit of Equipment by Sublessor to Sublessee will be deemed to have occurred upon delivery by Sublessee to Sublessor of the Certificate of Acceptance applicable to said unit, and a Certificate of Acceptance will be conclusive evidence that said unit was delivered to and accepted by Sublessee, is subleased by Sublessee pursuant to this Agreement, and is subject to all terms, provisions, and conditions of this Agreement.

4.5 Sublessee may take delivery of all Equipment in Operable Condition at one (1) time or may take delivery in installments. Sublessee will take delivery of all units of Equipment in Operable Condition or placed in Operable Condition within ninety (90) days after the effective date of this Agreement.

4.6 Equipment will be returned to Sublessor on or prior to the date of expiration or termination of this Agreement. Equipment will be returned at Sublessee's sole expense to Sublessor at Sublessor's facilities at Atlanta, Georgia, or at other mutually agreeable locations. For purposes of this Agreement, return of Equipment by Sublessee to Sublessor will occur upon interchange by or on behalf of Sublessee to Sublessor of each unit of Equipment. Equipment will be returned to Sublessor in Operable Condition, ordinary wear and tear excepted. Sublessor may inspect Equipment to determine its physical condition prior to accepting return.

SECTION 5. USE OF EQUIPMENT.

5.1 Sublessee will use or permit use of Equipment only in Sublessee's intermodal transportation service or in the

intermodal transportation service of Sublessee's parent corporation and corporate affiliates; provided, however, that (a) interchange of Equipment with other rail carriers and with motor carriers for movement on rail or highway in the United States or Canada immediately prior or subsequent to movement in intermodal transportation service of Sublessee, its parent corporation, or its corporate affiliates will be permitted, (b) Equipment will be used predominately (as defined by mileage, days, or any other applicable measurement) in the United States, and (c) triangulation operations will be permitted. Sublessee will notify Sublessor in writing at least thirty (30) days prior to use of Equipment in Canada in scheduled service. Any requirements of the Basic Lease Agreement for use of Equipment in Canada will be satisfied by Sublessor at its sole expense.

5.2 Sublessee will operate Equipment or cause Equipment to be operated in a safe and reasonable manner and in observance of any applicable statutes and regulations. Upon request of Sublessor, Sublessee will make available Equipment for inspection by Sublessor or its designee to assure proper use of Equipment. Said inspection by Sublessor will be at reasonable times and places, for reasonable periods, and at Sublessor's sole expense and risk of loss or liability.

5.3 During the term of this Agreement, Sublessee will preserve the integrity of normal and usual equipment identification markings required by the Basic Lease Agreement or by applicable Federal, state, or local statute or regulation in existence on Equipment as of the date of delivery of Equipment to Sublessee. At its sole expense and subject to any approvals or consents required under the Basic Lease Agreement, Sublessee may place its corporate name, initials, or other insignia customarily used by Sublessee on Equipment. Prior to return of Equipment to Sublessor, at its sole expense Sublessee will remove any name, initials, or insignia it placed on Equipment.

5.4 Prior to delivery of Equipment to Sublessee, the load limit, if any, of each unit of Equipment will be marked clearly and appropriately on each unit of Equipment. Sublessee will not load Equipment or permit Equipment to be loaded in excess of the load limit for which Equipment was designed and will reimburse, indemnify, and hold harmless Sublessor for any damages resulting from loading in excess of the load limit so marked.

5.5 Any revenues earned by use of Equipment in Sublessee's intermodal transportation service or in the intermodal transportation service of Sublessee's parent corporation and corporate affiliates will accrue to Sublessee, and nothing in this Agreement will give Sublessor any interest in or claim to said revenues.

SECTION 6. MAINTENANCE.

6.1 At its sole expense during the term of this Agreement, Sublessee will perform or cause to be performed all

inspection, service, repair, and/or maintenance necessary to keep Equipment in Operable Condition. Parts installed or replaced in any unit of Equipment will become accessions to said unit. Significant modifications to Equipment may not be performed without the prior written approval of Sublessor.

6.2 Sublessor will assign or arrange for assignment to Sublessee of any manufacturer's or vendor's warranty applicable to Equipment. Sublessor will cooperate with Sublessee to enforce warranty claims against each vendor and manufacturer of Equipment. Sublessor will make available to Sublessee records or reports of any service, repair, or maintenance of Equipment performed under warranty prior to delivery of any unit of Equipment to Sublessee.

6.3 Sublessee will return RoadRailer® units to Sublessor with complete sets of tires. Upon return of a RoadRailer® unit, each tire will be comparable in quality to the original tire upon delivery of said unit to Sublessee, less normal wear and tear, as determined by a joint inspection at the time said unit is returned to Sublessor. The total tire tread depths determined at the time of inspection and delivery of said unit to Sublessee, as noted on the Certificate of Acceptance, and upon return of said unit to Sublessor will be used to determine any compensation adjustment. For each one-thirtysecond (1/32) of an inch the aggregate tread depth of RoadRailer® tires upon return exceeds the aggregate tread depth at time of inspection and delivery, less normal wear and tear, Sublessor will pay Sublessee Five Dollars (\$5.00). For each one-thirtysecond (1/32) of an inch the aggregate tread depth of RoadRailer® tires at time of inspection and delivery exceeds the aggregate tread depth upon return, less normal wear and tear, Sublessee will pay Sublessor Five Dollars (\$5.00). For purposes of this calculation, normal wear and tear will be considered to be a decrease in tread depth of one-thirtysecond (1/32) of an inch per six (6) months or fraction thereof during which a RoadRailer® unit is leased by Sublessee.

SECTION 7. RESPONSIBILITY FOR EQUIPMENT LOSS OR DAMAGE.

7.1 Sublessee will be responsible and liable to Sublessor for all damage to, destruction of, or loss of Equipment while Equipment is in the possession of Sublessee, except for damage or destruction caused by the sole negligence of Sublessor, its parent corporation, and its corporate affiliates and their officers, employees, and agents. For purposes of this Agreement, Equipment will be deemed to be in Sublessee's possession from the time a unit of Equipment is delivered by Sublessor to Sublessee, pursuant to Section 4.4, and until the time said unit is returned by Sublessee to Sublessor, pursuant to Section 4.6.

7.2 Sublessee promptly will notify Sublessor in writing upon receipt by Sublessee of any knowledge of any damage to, loss of, or destruction of any Equipment. Subject to Section 7.1, Sublessee will be responsible for the repair of

damaged Equipment. If a unit of Equipment is lost or destroyed or is damaged and cannot reasonably or economically be repaired (Casualty Unit), Sublessee will be responsible for the Casualty Value of said Casualty Unit, which Casualty Value will consist of a percentage of the original purchase price of said Casualty Unit, as specified in Appendix C to this Agreement, which is incorporated herein and made a part hereof. Upon the payment by Sublessee of the Casualty Value of any said Casualty Unit, rental charges for said Casualty Unit will cease as of the date of said payment, Sublessee, acting as agent of Sublessor, will dispose of said Casualty Unit at the best price available on an "as is, where is" basis, and Sublessee will retain the proceeds of said sale, not to exceed the amount of the Casualty Value paid for said unit.

SECTION 8. LIABILITY AND INSURANCE.

8.1 Sublessee will reimburse, indemnify, and hold harmless Sublessor, its corporate parent, and its corporate affiliates and their employees, agents, and subcontractors from and against all liability, loss, expense, or damage arising out of or in connection with the lease and use of Equipment under this Agreement, including but not limited to liability, loss, expense, or damage resulting from injury to or death of any person, including the officers, employees, agents, and subcontractors of Sublessee, Sublessor, and third parties, or damage to any property, including lading and property of Sublessee, Sublessor, and third parties, but excepting any said liability, loss, expense, or damage caused by or arising out of or in connection with (i) the sole negligence of Sublessor, its parent corporation, or its corporate affiliates or their officers, employees, agents, or subcontractors, (ii) Sublessor's or a third party's default under the Basic Lease Agreement, or (iii) as otherwise provided in this Agreement.

8.2 During the term of this Agreement and at its own expense, Sublessee will maintain property insurance covering the Equipment and public liability insurance covering third party bodily injury and property damage in amounts, covering risks, and with insurance companies consistent with Sublessee's and railroad industry practices or may self-insure for said risks in a manner consistent with Sublessee's and railroad industry practices. As of the date of this Agreement, Sublessee maintains public liability and property insurance in excess of a retention of Twenty-Five Million Dollars (\$25,000,000.00). Sublessor may at its own expense carry insurance with respect to its interest in Equipment; provided, however, said insurance will not prevent Sublessee from carrying insurance pursuant to this Paragraph or affect adversely the availability or cost of said insurance.

SECTION 9. TAXES.

9.1 Except as provided in Section 9.2 and Section 9.3, Sublessee timely will pay, or promptly will reimburse Sublessor

if payment is made by it, all federal, state, or local property, sales, use, or other license, tax, duty, levy, imposition, assessment, or charge (collectively, Impositions) (excluding any federal, state, or local income taxes) levied or imposed upon, measured by, or exacted because of use or lease of Equipment by Sublessee. At all times during the term of this Agreement, Sublessee will keep Equipment free and clear of all Impositions that might in any way affect or impair the title of Sublessor to or its interest in Equipment or result in a lien upon Equipment. Sublessee promptly will pay or reimburse Sublessor for any interest or penalty payable by Sublessor resulting from any delay in paying any Impositions that are the responsibility of Sublessee under this Section. If, during the term of this Agreement, Sublessee becomes liable for the payment or reimbursement of any Impositions pursuant to this Section, notwithstanding the termination of this Agreement, said liability will continue until all Impositions and any interest or penalty thereon are paid or reimbursed by Sublessee.

9.2 Sublessee will not be required to pay any Imposition or any interest or penalty thereon that accrued prior to delivery of Equipment to Sublessee or after return of Equipment to Sublessor. Nothing in this Section will be construed to diminish any right of Sublessee to contest any Imposition in appropriate judicial or administrative proceedings, and unless required by law, Sublessee will not be required by this Agreement to pay any Imposition so long as Sublessee is contesting in good faith the validity thereof by appropriate legal proceeding. If Sublessee is contesting in good faith the validity of any Imposition and if it is judicially determined that said Imposition is valid and binding or if said proceeding is discontinued, Sublessee forthwith will pay said Imposition together with all costs, interest, and penalties attached thereto.

9.3 Sublessee will be under no obligation to pay or indemnify Sublessor or any third party for or against any disallowance, recapture, or other loss or diminution of any tax benefits sought or anticipated by Sublessor or any third party under the Basic Lease Agreement or otherwise.

SECTION 10. COMPLIANCE WITH LAW.

10.1 Except as provided in Section 4.2, during the term of this Agreement, Sublessee will obtain and renew all titles, registrations, registration plates, licenses, permits, or certificates applicable to Equipment and in effect and properly on Equipment as of the date of delivery of Equipment to Sublessee or required by law or otherwise for Sublessee's lawful operation of Equipment, and Sublessee will assume the full cost thereof. Sublessee will keep fully informed of all Federal and state laws (including, but not limited to, United States Department of Transportation Hazardous Materials Regulations, as may be supplemented from time to time), all

local laws, ordinances, and regulations, any injunctions, and all final orders and decrees of bodies or tribunals having any jurisdiction or authority that in any way affect the performance of this Agreement. Sublessee will at all times observe and comply with said laws, ordinances, regulations, injunctions, and final orders and decrees and will protect, hold harmless, and indemnify Sublessor from and against any claim or liability arising from or based upon any violation by Sublessee of any said law, ordinance, regulation, injunction, or final order or decree in the course of Sublessee's lease and use of Equipment.

SECTION 11. RECORDATION.

11.1 Sublessor will cause this Agreement to be filed with the Interstate Commerce Commission pursuant to 49 USC § 11303 at its sole expense.

SECTION 12. ARBITRATION.

12.1 Any claim, dispute, or controversy between Sublessor and Sublessee arising out of or relating to this Agreement or breach of or default under this Agreement that cannot be settled by the parties themselves will be determined by arbitration by a single arbitrator pursuant to the applicable Rules of Practice and Procedure of The Private Adjudication Center, Inc., an affiliate of Duke University School of Law (hereinafter the Center) in effect at the time the demand for arbitration is filed. The location of the arbitration will be the Center's facilities at Duke Law School, Durham, North Carolina. The decision of the arbitrator will be final and binding. Judgment to enforce the decision or award of the arbitrator may be entered in any court having jurisdiction, and the parties hereto agree not to object to the jurisdiction of the North Carolina General Court of Justice for said purpose. Service of process in connection with said arbitration will be made by certified mail. In any judicial proceeding to enforce this Section, the only issues to be determined will be the existence of an agreement to arbitrate and the failure of one party to comply with said agreement, and those issues will be determined summarily by the court without a jury. All other issues will be decided by the arbitrator, whose decision thereon will be final and binding. The measure of damages for the prevailing party will be the actual damages of said party; the arbitrator will not issue injunctive relief or award punitive damages. There will be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator. Each party to the arbitration will pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel arising from the arbitration. The compensation, costs, and expenses of the arbitrator, if any, will be borne equally by Sublessor and Sublessee.

SECTION 13. DEFAULT AND TERMINATION.

13.1 If either Sublessor or Sublessee substantially fails to perform its obligations under this Agreement and continues in default for thirty (30) days, the party not in default will have the right to terminate this Agreement, after first giving thirty (30) days' written notice by certified mail to the party in default, notwithstanding any waiver by the party giving notice of any prior breach of or default under this Agreement. The exercise of said right to terminate this Agreement will not impair any other rights of the terminating party under this Agreement or any rights of action against the defaulting party for recovery of damages.

13.2 Sublessee recognizes that Sublessor leases Equipment from The Connecticut Bank and Trust Company, National Association, under the Basic Lease Agreement. Sublessor and Sublessee acknowledge that Sublessor's and Sublessee's rights and obligations under this Agreement are subject to the terms and conditions of the Basic Lease Agreement and the security agreement referred to therein; provided, however, except as specifically stated in this Agreement, Sublessee will have no obligation under the Basic Lease Agreement or said security agreement. Sublessor warrants that it will not default in its obligations under the Basic Lease Agreement or take or fail to take any other action that results in termination of the Basic Lease Agreement prior to termination of this Agreement.

13.3 If the Basic Lease Agreement expires or terminates, for any reason, during the term of this Agreement, Sublessor will notify Sublessee in writing of said termination. As soon as reasonably practicable after receipt of said notice, Sublessee will return Equipment to Sublessor, and subject to Section 13.4, this Agreement will terminate.

13.4 Sublessor will be liable to Sublessee for any damages incurred by Sublessee as a result of termination of the Basic Lease Agreement pursuant to Section 13.3 and return of Equipment to Sublessor, unless caused in whole or in part by any action or failure to act of Sublessee or its parent corporation.

SECTION 14. NOTICES.

14.1 All notices or other communications required by or given under this Agreement will be effective when dispatched. All said notices or other communications will be sufficient in all respects if in writing and delivered personally, by registered or certified mail, or by commercial courier service to the applicable address shown in this Section. Evidence of the giving of said notice will be a certified U.S. Postal Service return receipt or a completed courier receipt.

To Sublessor:

CSX Logistics, Inc.
c/o CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201
Attn: Treasurer-Equipment Group

To Sublessee:

Controller
Triple Crown Services, Inc.
1315 Directors Row, Suite 2B
P. O. Box 12608
Fort Wayne, Indiana 46864.

Any notice of an emergency or operating nature may be given by any reasonable means. If given by telephone, telegraph, telecopy, or in person, said notice will be confirmed in writing as soon as practicable, if requested by the party receiving said notice.

SECTION 15. ASSIGNMENT AND ENCUMBRANCE.

15.1 Except as provided in Section 15.2, without the prior written consent of Sublessor, Sublessee will not assign, transfer, or encumber its leasehold interest under this Agreement and will not assign, transfer, encumber, or sublease Equipment or any portion thereof. If any lien, charge, or other encumbrance is imposed upon or with respect to any Equipment during the term of this Agreement as a result of Sublessee's action or inaction, as soon as possible, Sublessee, at its own expense, will cause said lien, charge, or other encumbrance to be duly discharged.

15.2 This Agreement will be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, and assigns.

15.3 Sublessee acknowledges that, except as provided in Section 2.2 and Section 7.2, by execution of this Agreement and its payments and performance hereunder, it does not obtain and will not have any title, property right, or legal or equitable interest in Equipment, except as Sublessee under this Agreement.

SECTION 16. ENTIRE AGREEMENT.

16.1 This Agreement constitutes the entire agreement between Sublessor and Sublessee relating to Sublessee's lease and use of Equipment, and no other representation, warranties, or agreements, either oral or written, will be binding upon Sublessor and Sublessee. This Agreement may be modified only by an instrument in writing signed by authorized officers of Sublessor and Sublessee.

SECTION 17. WAIVER.

17.1 Any waiver at any time of a breach of or default under any provision, condition, obligation, or requirement of this Agreement will extend only to the particular breach or default so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of Sublessor or Sublessee thereafter to avail itself of any breach or default, subject to said waiver.

SECTION 18. SEVERABILITY OF AGREEMENT.

18.1 If any term or provision of this Agreement is declared unlawful or unenforceable by judicial determination or otherwise, said term or provision will be deemed to be severed and deleted from this Agreement to the extent necessary to make this Agreement lawful and enforceable, and the balance of this Agreement will remain in full force and effect; provided, however, if the severance and deletion of any term or provision of this Agreement prevents or restricts Sublessee's use of Equipment, this Agreement will terminate, and Equipment will be returned to Sublessor, pursuant to Section 4.6.

SECTION 19. LEGAL EFFECT.

19.1 Nothing contained in this Agreement will be deemed or is intended to create a joint venture, partnership, or sponsorship agreement, and under no circumstances will Sublessee or Sublessor hold itself out as being a party to any such agreement or arrangement with the other.

SECTION 20. GOVERNING LAW.

20.1 This Agreement will be construed in accordance with the laws of the United States of America and the Commonwealth of Virginia.

SECTION 21. COUNTERPARTS.

21.1 This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

SECTION 22. HEADINGS.

22.1 All headings in this Agreement are inserted for convenience only and will not affect construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CSX LOGISTICS, INC.

Attest:

Terence J. Hyatt
Secretary

BY: *A. B. Hyatt*

TITLE: J. P.

TRIPLE CROWN SERVICES, INC.

Attest:

Donald W. Edwards
Secretary

BY: *John S. [Signature]*

TITLE: VICE PRESIDENT

10/04/89
0440L

APPENDIX A

REPORTING MARKS OF EQUIPMENT

Two hundred thirty-seven (237) Mark IV Model 3100 RoadRailer®
units:

CSRZ 914000-CSRZ 914027, CSRZ 914029-CSRZ 914081,
CSRZ 914084-CSRZ 914100, CSRZ 914102-CSRZ 914129,
CSRZ 914132-CSRZ 914135, CSRZ 914137-CSRZ 914150,
CSRZ 914152-CSRZ 914158, CSRZ 914160-CSRZ 914171,
CSRZ 914173-CSRZ 914221, CSRZ 914223-CSRZ 914230,
CSRZ 914232-CSRZ 914233, CSRZ 914235-CSRZ 914249.

Three (3) Mark IV Adapterailers:

CSRZ 251001
CSRZ 251003
CSRZ 251004

APPENDIX B

CERTIFICATE OF ACCEPTANCE

TO: CSX LOGISTICS, INC.

I, duly appointed inspector and authorized representative of TRIPLE CROWN SERVICES, INC. (Sublessee), for the purposes of the Agreement dated as of October __, 1989, between Sublessee and CSX LOGISTICS, INC. (Sublessor) do hereby certify that I have inspected, received, approved, and accepted delivery, pursuant to said Agreement, on behalf of Sublessee, of the following unit of equipment (Equipment):

TYPE OF EQUIPMENT:

NUMBERED:

TIRE TREAD DEPTHS:

PLACE ACCEPTED:

DATE ACCEPTED:

Inspector and Authorized
Representative of Sublessee

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 237 Mark IV Model 3100 RoadRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$43,857.00

DATE	VALUATION %	VALUATION \$
=====	=====	=====
Jun-87	100%	\$43,857
Jul-87	99%	43,418
Aug-87	98%	42,980
Sep-87	97%	42,541
Oct-87	96%	42,103
Nov-87	95%	41,664
Dec-87	94%	41,226
Jan-88	93%	40,787
Feb-88	92%	40,348
Mar-88	91%	39,910
Apr-88	90%	39,471
May-88	89%	39,033
Jun-88	88%	38,594
Jul-88	87%	38,156
Aug-88	86%	37,717
Sep-88	85%	37,278
Oct-88	84%	36,840
Nov-88	83%	36,401
Dec-88	82%	35,963
Jan-89	81%	35,524
Feb-89	80%	35,086
Mar-89	79%	34,647
Apr-89	78%	34,208
May-89	77%	33,770
Jun-89	76%	33,331
Jul-89	75%	32,893
Aug-89	74%	32,454
Sep-89	73%	32,016
Oct-89	72%	31,577
Nov-89	71%	31,138
Dec-89	70%	30,700
Jan-90	69%	30,261
Feb-90	68%	29,823
Mar-90	67%	29,384
Apr-90	66%	28,946
May-90	65%	28,507

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 237 Mark IV Model 3100 RoadRailer® unit
 Acquisition Date: June 1987
 Original Purchase Price: \$43,857.00

DATE -----	VALUATION % -----	VALUATION \$ -----
Jun-90	64%	28,068
Jul-90	63%	27,630
Aug-90	62%	27,191
Sep-90	61%	26,753
Oct-90	60%	26,314
Nov-90	59%	25,876
Dec-90	58%	25,437
Jan-91	57%	24,998
Feb-91	56%	24,560
Mar-91	55%	24,121
Apr-91	54%	23,683
May-91	53%	23,244
Jun-91	52%	22,806
Jul-91	51%	22,367
Aug-91	50%	21,928
Sep-91	49%	21,490
Oct-91	48%	21,051
Nov-91	47%	20,613
Dec-91	46%	20,174
Jan-92	45%	19,736
Feb-92	44%	19,297
Mar-92	43%	18,859
Apr-92	42%	18,420
May-92	41%	17,981
Jun-92	40%	17,543
Jul-92	39%	17,104
Aug-92	38%	16,666
Sep-92	37%	16,227
Oct-92	36%	15,789
Nov-92	35%	15,350
Dec-92	34%	14,911
Jan-93	33%	14,473
Feb-93	32%	14,034
Mar-93	31%	13,596
Apr-93	30%	13,157

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 237 Mark IV Model 3100 RoadRailer® unit:
 Acquisition Date: June 1987
 Original Purchase Price: \$43,857.00

DATE	VALUATION %	VALUATION \$
=====	=====	=====
May-93	29%	12,719
Jun-93	28%	12,280
Jul-93	27%	11,841
Aug-93	26%	11,403
Sep-93	25%	10,964
Oct-93	24%	10,526
Nov-93	23%	10,087
Dec-93	22%	9,649
Jan-94	21%	9,210
Feb-94	20%	8,771
Mar-94	19%	8,333
Apr-94	18%	7,894
May-94	17%	7,456
Jun-94	16%	7,017
Jul-94	15%	6,579
Aug-94	14%	6,140
Sep-94	13%	5,701
Oct-94	12%	5,263
Nov-94	11%	4,824
Dec-94	10%	4,386
Jan-95	9%	3,947
Feb-95	8%	3,509
Mar-95	7%	3,070
Apr-95	6%	2,631
May-95	5%	2,193
Jun-95	4%	1,754
Jul-95	3%	1,316
Aug-95	2%	877
Sep-95	1%	439
Oct-95	0%	(0)

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 3 Mark IV AdapterRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$53,000.00

DATE	VALUATION %	VALUATION \$
-----	-----	-----
Jun-87	100%	\$53,000
Jul-87	99%	52,470
Aug-87	98%	51,940
Sep-87	97%	51,410
Oct-87	96%	50,880
Nov-87	95%	50,350
Dec-87	94%	49,820
Jan-88	93%	49,290
Feb-88	92%	48,760
Mar-88	91%	48,230
Apr-88	90%	47,700
May-88	89%	47,170
Jun-88	88%	46,640
Jul-88	87%	46,110
Aug-88	86%	45,580
Sep-88	85%	45,050
Oct-88	84%	44,520
Nov-88	83%	43,990
Dec-88	82%	43,460
Jan-89	81%	42,930
Feb-89	80%	42,400
Mar-89	79%	41,870
Apr-89	78%	41,340
May-89	77%	40,810
Jun-89	76%	40,280
Jul-89	75%	39,750
Aug-89	74%	39,220
Sep-89	73%	38,690
Oct-89	72%	38,160
Nov-89	71%	37,630
Dec-89	70%	37,100
Jan-90	69%	36,570
Feb-90	68%	36,040
Mar-90	67%	35,510
Apr-90	66%	34,980
May-90	65%	34,450

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 3 Mark IV AdapterRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$53,000.00

DATE -----	VALUATION % -----	VALUATION \$ -----
Jun-90	64%	33,920
Jul-90	63%	33,390
Aug-90	62%	32,860
Sep-90	61%	32,330
Oct-90	60%	31,800
Nov-90	59%	31,270
Dec-90	58%	30,740
Jan-91	57%	30,210
Feb-91	56%	29,680
Mar-91	55%	29,150
Apr-91	54%	28,620
May-91	53%	28,090
Jun-91	52%	27,560
Jul-91	51%	27,030
Aug-91	50%	26,500
Sep-91	49%	25,970
Oct-91	48%	25,440
Nov-91	47%	24,910
Dec-91	46%	24,380
Jan-92	45%	23,850
Feb-92	44%	23,320
Mar-92	43%	22,790
Apr-92	42%	22,260
May-92	41%	21,730
Jun-92	40%	21,200
Jul-92	39%	20,670
Aug-92	38%	20,140
Sep-92	37%	19,610
Oct-92	36%	19,080
Nov-92	35%	18,550
Dec-92	34%	18,020
Jan-93	33%	17,490
Feb-93	32%	16,960
Mar-93	31%	16,430
Apr-93	30%	15,900

APPENDIX C

Sublessee: Triple Crown Services, Inc.
 Sublessor: CSX Logistics, Inc.
 Equipment: 3 Mark IV AdapterRailer® units
 Acquisition Date: June 1987
 Original Purchase Price: \$53,000.00

DATE	VALUATION %	VALUATION \$
-----	-----	-----
May-93	29%	15,370
Jun-93	28%	14,840
Jul-93	27%	14,310
Aug-93	26%	13,780
Sep-93	25%	13,250
Oct-93	24%	12,720
Nov-93	23%	12,190
Dec-93	22%	11,660
Jan-94	21%	11,130
Feb-94	20%	10,600
Mar-94	19%	10,070
Apr-94	18%	9,540
May-94	17%	9,010
Jun-94	16%	8,480
Jul-94	15%	7,950
Aug-94	14%	7,420
Sep-94	13%	6,890
Oct-94	12%	6,360
Nov-94	11%	5,830
Dec-94	10%	5,300
Jan-95	9%	4,770
Feb-95	8%	4,240
Mar-95	7%	3,710
Apr-95	6%	3,180
May-95	5%	2,650
Jun-95	4%	2,120
Jul-95	3%	1,590
Aug-95	2%	1,060
Sep-95	1%	530
Oct-95	0%	(0)

Amendment to Sublease Agreement

This Amendment Agreement is made as of the 1st day of December 1989, by and between CSX LOGISTICS, INC. (Sublessor), a Delaware Corporation with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC. (Sublessee), an Oklahoma corporation, with principal offices at 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, the Sublessor and Sublessee have entered into a Sublease Agreement dated as of October 12, 1989, wherein the Sublessor has agreed to provide in Operable Condition and the Sublessee agreed to rent 237 vans and 3 Adapter Railers for intermodal service (the Equipment).

WHEREAS, it is the intent of the Sublessor to have the Equipment prepared to meet Sublessee's Operable Condition standards, as supplemented, within the most expedient manner.

WHEREAS, due to material leadtimes and additional factors beyond Sublessors control, both parties agree to amend Section 4.5 of the Sublease Agreement. Now, therefore, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

Section 1. Inspection, Delivery and Acceptance

The Sublessee agrees to accept those units delivered in Operable Condition by December 31, 1989 (approximately 30-50 units) and to continue to take delivery of all remaining units of Equipment in operable condition or placed in Operable Condition from January 1, 1990 through March 1, 1990.

In witness thereof, Sublessor and Sublessee have caused this Amendment to be fully executed as of the date and year set forth above.

CSX Logistics, Inc. (as Sublessor)

By: H. B. [Signature] Vice-President
Name and Title

Attest:

R. J. [Signature]
Assistant Secretary

Triple Crown Service, Inc. (as Sublessee)

By: [Signature] VICE PRESIDENT
Name and Title

Attest:

[Signature]
Secretary

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 11th day of December 1989, before me personally appeared A. B. Utson, to me personally known, who, being by me duly sworn, says that he is vice president of CSX LOGISTICS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Joyce Ann Dolan
Notary Public

[Notarial Seal]

My Commission expires July 1, 1990

STATE OF VIRGINIA,)
) ss.:
CITY OF NORFOLK,)

On this 18th day of December 1989, before me personally appeared Thomas L. Finckner, to me personally known, who, being by me duly sworn, says that he is Vice President of TRIPLE CROWN SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Debra L. Willetts
Notary Public

[Notarial Seal]

My Commission expires JULY 16, 1990

REGISTRATION NO 15248-1F

JUL 24 1990 - 11:00 AM
INDIANAPOLIS COMMISSION

THIRD AMENDMENT TO SUBLEASE AGREEMENT

This Third Amendment Agreement is made as of the 1st day of March, 1990, by and between CSX LOGISTICS, INC. (Sublessor), a Delaware corporation, with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC. (Sublessee), an Oklahoma corporation, with principal offices at 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, Sublessor and Sublessee entered into a Sublease Agreement dated as of October 12, 1989, as amended by Amendment Agreement dated as of December 1, 1989, wherein Sublessor agreed to rent 237 vans and 3 Adapter Railers for intermodal service (Equipment).

WHEREAS, it is the intent of Sublessor to have Equipment prepared to meet Sublessee's Operable Condition standards, as supplemented, in the most expedient manner, and it is the intent of Sublessee to accept the remaining 105 RoadRailer® vans and 3 Adapter Railers in Operable Condition no later than September 1, 1990.

WHEREAS, due to material leadtimes and additional factors beyond Sublessor's control, both parties desire to amend Section 1.1, Section 2.1, Section 4.5, and Section 4.6 of the Sublease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

A. Section 1.1 of the Sublease Agreement is amended to read as follows:

"1.1 This Agreement will take effect on October 1, 1989. Except as provided in Section 1.2, this Agreement will remain in effect until the date the last unit of Equipment is returned to Sublessor by Sublessee, pursuant to Section 4.6, or until December 1, 1992, whichever date is earlier."

B. Section 2.1 of the Sublease Agreement is amended to read as follows:

"2.1 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, Sublessee may extend the term of this Agreement for an additional term of two (2) years by giving Sublessor written notice of its intent to extend the term on or before September 1, 1992."

C. Section 4.5 of the Sublease Agreement is amended to read as follows:

"4.5 Sublessee may take delivery of all Equipment in Operable Condition at one (1) time or may take delivery in installments by no later than September 1, 1990. Sublessee will accept delivery of all remaining units of Equipment in Operable Condition or placed in Operable Condition between August 1, 1990, and August 15, 1990. Sublessor will use its best efforts to place all remaining units of Equipment in Operable Condition on or before August 15, 1990."

D. The first (1st) sentence of Section 4.6 of the Sublease Agreement is amended to read as follows:

"Each unit of Equipment will be returned to Sublessor on or prior to the date of expiration or termination of this Agreement (December 1, 1992), or twenty-eight (28) months after the date on which Sublessee accepted delivery of said unit of Equipment, whichever date is earlier. "

IN WITNESS THEREOF, Sublessor and Sublessee have caused this Third Amendment to be fully executed as of the date and year set forth above.

Attest:

CSX LOGISTICS, INC. (as Sublessor)

P. J. [Signature]
Assistant Secretary

By: A. B. [Signature]
Name and Title

Attest:

TRIPLE CROWN SERVICES, INC. (as Sublessee)

Debra M. Martin
ASSISTANT Secretary

By: Thomas [Signature]
Name and Title

July 20, 1990
CSX2d.amd

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 23rd day of July, 1990, before me personally appeared A. B. Alton, to me personally known, who, being by me duly sworn, says that he is vice president of CSX LOGISTICS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Beulah M. McCauley
Notary Public

[Notarial Seal]

My Commission expires 11-1-93

STATE OF VIRGINIA)
) ss:
CITY OF NORFOLK)

On this 20th day of July, 1990, before me personally appeared Thomas J. Finkelman to me personally known, who, being by me duly sworn, says that he is vice president of TRIPLE CROWN SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Thomas J. Finkelman
Notary Public

[Notarial Seal]

My Commission expires AUGUST 31, 1994

AUG 19 1991 -11 35 AM

INTERSTATE COMMERCE COMMISSION

FOURTH AMENDMENT TO SUBLEASE AGREEMENT

This FOURTH AMENDMENT TO SUBLEASE AGREEMENT is made as of the 1st day of July, 1991, by and between CSX LOGISTICS, INC., (Sublessor), a Delaware corporation, with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC., (Sublessee) 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, Sublessor and Sublessee entered into a Sublease Agreement dated as of October 12, 1989, as amended by Amendment Agreements dated as of December 1, 1989 and March 1, 1990, wherein Sublessor agreed to rent 237 vans and 3 Adapter Railers for intermodal service (Equipment).

WHEREAS, it is the intent of Sublessor and Sublessee to modify the basic termination, extension and renewal dates of the Sublease Agreement and rental charges associated with the modified dates. To reflect said modifications, both parties desire to amend Sections 1.1 - 1.3, Section 2.1, Section 3.1, Section 4.6, and Section 6.3.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

A. Section 1.1 of the Sublease Agreement is amended to read as follows:

"1.1 This Agreement will take effect on October 1, 1989. Except if renewed as provided in Section 2.1, this Agreement will remain in effect until the date the last unit of Equipment is returned to Sublessor by Sublessee, pursuant to Section 4.6, or until January 31, 1993, whichever date is earlier.

B. Section 1.2 of the Sublease Agreement is deleted.

C. Section 1.3 of the Sublease Agreement is amended to read as follows:

"1.2 On the expiration date or termination date of this Agreement, Sublessee will return all Equipment leased hereunder to Sublessor, pursuant to Section 4.6."

D. Section 2.1 of the Sublease Agreement is amended to read as follows:

"2.1 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, Sublessee may renew the term of this Agreement for an additional term of one (1) year, beginning on February 1, 1993, by giving Sublessor written notice of its intent to renew the term on or before November 1, 1992."

E. Section 3.1 of the Sublease Agreement is amended by adding the following sentences at the end of this section, to read as follows:

"Effective February 1, 1992, the rental charge per day will be \$12.50 for each RoadRailer unit and \$15.00 for each Adapter car. If the term of this Agreement is renewed, pursuant to Section 2.1, the rental charge for the Equipment, will be agreed upon by the parties and the parties hereto recognize that the FMV will not exceed \$12.50 for each RoadRailer unit and \$15.00 for each Adapter car."

F. Section 4.6 of the Sublease Agreement is amended by substituting for the first sentence of this section another sentence, to read as follows:

"4.6 Unless this Agreement is renewed, pursuant to Section 2.1, each unit of Equipment will be returned to Sublessor on or prior to the date of expiration of this Agreement, January 31, 1993."

G. Section 6.3 of the Sublease Agreement is amended to read as follows:

"6.3 Sublessee will return Equipment to Sublessor empty, in operable condition, free of apparent defects, capable of immediate loading and transportation, and suitable for interchange in accordance with the then ^{APPLICABLE} Interchange Rules of the Association of American Railroads, or its equivalent. For Equipment to be operational upon return, each tire must be comparable in quality to the original tire upon delivery of said unit to Sublessee, less normal wear and tear, as determined by a joint inspection at the time Equipment is returned to Sublessor. The Equipment must also be functional, and must meet the then existing governmental or other regulatory operating requirements for safe highway use of Equipment." 11/2/91

IN WITNESS THEREOF, Sublessor and Sublessee have caused this Fourth Amendment to Sublease Agreement to be fully executed as of the date and year set forth above.

Attest:

Thomas J. Johnson
Title: Corporate Secretary

CSX LOGISTICS, Inc. (as Sublessor)

By: A. B. Martin - Treasurer
Name and Title

Attest:

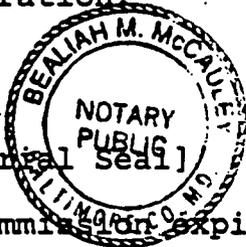
Debra M. Martin
Title: Assistant Secretary

TRIPLE CROWN SERVICES, Inc.
(as Sublessee)

By: Thomas Gulik VICE PRESIDENT
Name and Title

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 17th day of July, 1991, before me personally appeared A. B. Altaras, to me personally known, who, being by me duly sworn, says that he is vice president of CSX LOGISTICS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Beulah M. McCauley
Notary Public

My Commission expires 11-1-93

STATE OF VIRGINIA)
) SS:
CITY OF NORFOLK)

On this 25th day of July, 1991, before me personally appeared Thomas L. Duffin, to me personally known, who, being by me duly sworn, says that he is vice president of TRIPLE CROWN SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

James B. Davis
Notary Public

[Notarial Seal]

My Commission expires May 29, 1995

FIFTH AMENDMENT TO SUBLEASE AGREEMENT

This FIFTH AMENDMENT TO SUBLEASE AGREEMENT is made as of the 21st day of October, 1992, by and between CSX LOGISTICS, INC., (Sublessor), a Delaware corporation, with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC., (Sublessee) 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, Sublessor and Sublessee entered into a Sublease Agreement dated as of October 12, 1989, as amended by Amendment Agreements dated as of December 1, 1989 and March 1, 1990, and July 1, 1991 wherein Sublessor agreed to rent 237 vans and 3 AdapterRailers for intermodal service (Equipment).

WHEREAS, it is the intent of Sublessor and Sublessee to modify the extension, options and renewal dates of the Sublease Agreement, as amended, with all other provisions remaining the same. To reflect said modifications, both parties desire to amend Section 1.1, Section 2.1, Section 3.1 and Section 4.6.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

A. The second sentence of Section 1.1 of the Sublease Agreement, is amended to read as follows:

"This Agreement will remain in effect, until January 31, 1993, and thereafter may be continued on a month to month basis, for all or less than all of the units of Equipment for a period up to five months, or until July 1, 1993.

B. Section 2.1 of the Sublease Agreement is amended to read as follows:

"2.1 If Sublessee is not in default under or in breach of this Agreement, Sublessee may renew the Agreement on a month to month basis. The renewal period, called "Renewal Term", will begin on July 1, 1993 and will be on a month to month basis, without written notification to Sublessor. At any time during the Renewal Term, Sublessee may return all or less than all Equipment to Sublessor, pursuant to Section 4.6, and the Renewal Term will continue from month to month for all units of Equipment not so returned and from month to month thereafter until all units of Equipment are so returned."

C. Section 3.1 of the Sublease Agreement is amended by adding the following sentences at the end of this section, to read as follows:

"Effective February 1, 1993 and until July 1, 1993, the rental charge per day for each unit of Equipment not previously returned to Sublessor, pursuant to Section 4.6 will be \$12.00 for each RoadRailer unit and \$15.00 for each Adapter car. If any or all of the units of Equipment remain under lease after July 1, 1993 pursuant to Section 2.1, the rental charge for the Renewal Term will be \$ 9.00 for each RoadRailer unit and \$11.00 for each Adapter car."

D. Section 4.6 of the Sublease Agreement is amended by substituting for the first sentence of this section another sentence, to read as follows:

"4.6 Unless the Agreement is renewed, pursuant to Section 2.1, each unit of Equipment will be returned to Sublessor on or prior to July 1, 1993."

IN WITNESS THEREOF, Sublessor and Sublessee have caused this Fifth Amendment to Sublease Agreement to be fully executed as of the date and year set forth above.

Attest:

CSX LOGISTICS, Inc.
(as Sublessor)

Patricia J. Lytton
Title: Corporate Secretary

By:

Ann B. Lytton Treasurer
Name and Title

Attest:

TRIPLE CROWN SERVICES, Inc.
(as Sublessee)

Vice President
Title:

By:

Mark K. Row
Name and Title

STATE OF FLORIDA)
) SS:
DUVAL COUNTY)

On this 5th day of November, 1992, before me personally appeared A. B. Aftara, to me personally known, who, being by me duly sworn, says that he is vice president of CSX LOGISTICS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Howard Michael Lee
Notary Public

[Notarial Seal]

My Commission expires Notary Public, State of Florida
My Comm. Exp. July 28, 1995
Bonded thru PICCARD Ins. Agency

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this 2 day of NOVEMBER 1992, before me personally appeared MATTHEW K. ROSE, to me personally known, who, being by me duly sworn, says that he is vice president of TRIPLE CROWN SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Lynda D. Colylogian
Notary Public

[Notarial Seal]

My Commission expires Mar 10, 1993