



**NORFOLK
SOUTHERN**

3-097A005

Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-2191

J. Gary Lane
Senior General Attorney

Writer's Direct Dial Number

(804) 629-2818

RECORDATION NO. 15786-C FILED 1425

April 5, 1993

APR 7 1993 10:20 AM

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

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 Equipment Sublease 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 covering the sublease of equipment subject to the following primary document: Equipment Trust Agreement dated as of August 15, 1988, among the Assignor (as Lessor), Norfolk and Western Railway Company (as Guarantor), and Mercantile-Safe Deposit and Trust Company (as Trustee), and assigned recordation number 15786.

(3) I request that this Assignment and Assumption Agreement also be listed in the index under the name of Mercantile-Safe Deposit and Trust Company, 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>
600	Mark V Highway/Rail Trailers (RoadRailers®)	---	TCSZ 410000- 410599
400	Detachable Bogies for use with Mark V Trailers	---	TCSR 3000- 3399

Melinda Castello

(5) The names and addresses of the parties executing the Assignment and Assumption Agreement are as follows:

ASSIGNOR: TCS Leasing, Inc. (formerly named Triple
Crown Services, Inc.)
c/o Norfolk Southern Corporation
110 Franklin Road, S.E.
Roanoke, Virginia 24042

ASSIGNEE: Triple Crown Services Company
6920 Pointe Inverness Way (Suite 300)
Fort Wayne, Indiana 46804

(6) After recordation, please return four original counterparts of the document, stamped with the Commission's recordation data, to the undersigned at Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510.

(7) The recordation fee of \$16.00 is enclosed.

(8) A short summary of the Assignment and Assumption Agreement for use in the index follows:

This is an Equipment Sublease Agreement dated as of April 1, 1993, between TCS Leasing, Inc. (formerly named Triple Crown Services, Inc.), 110 Franklin Rd., Roanoke, VA 24042 (as Assignor), and Triple Crown Services Company, 6920 Pointe Inverness Way, Suite 300, Fort Wayne, IN 46804 (as Assignee). This document relates to an Equipment Trust Agreement dated August 15, 1988, between the Assignor and Mercantile-Safe Deposit and Trust Company, as Trustee (assigned recordation number 15786), covering 600 Mark V Highway/Rail Trailers (RoadRailers®), numbered TCSZ 410000-410599 and 400 detachable bogies, numbered TCSR 3000-3399.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



J. Gary Lane

jgl
encl.

APR 7 1993 10-20 AM

EQUIPMENT SUBLEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Agreement is made as of April 1, 1993, by and between TCS LEASING, INC. (formerly named Triple Crown Services, Inc.), an Oklahoma corporation ("Sublessor"), and TRIPLE CROWN SERVICES COMPANY, a partnership formed under the laws of Delaware ("Sublessee"),

WITNESSETH THAT:

WHEREAS, Sublessee intends to operate a fleet of bimodal freight equipment for use in its intermodal transportation services and wishes to obtain such equipment for its use; and

WHEREAS, Sublessor entered into an Equipment Trust Agreement dated as of August 1, 1988 (which Equipment Trust Agreement, as amended or supplemented, is hereinafter referred to as the "Trust Agreement"), between Sublessor and Mercantile-Safe Deposit and Trust Company, acting as trustee for holders of equipment trust certificates issued under the Trust Agreement ("Trustee"), providing for the formation of "Triple Crown Services Equipment Trust, Series B"; and

WHEREAS, pursuant to the Trust Agreement, Sublessor leases from the Trustee and the Trustee has a security interest in six hundred (600) Mark V Model RoadRailer® units and four hundred (400) detachable Mark V Bogies, with reporting marks as set forth in Schedule I to the Trust Agreement (which equipment, or so much as remains subject to the Trust Agreement and leased to Sublessor, hereinafter is referred to collectively as "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 AND TERM.

1.1 Subject to the terms and provisions of this Agreement, Sublessor agrees to sublease Equipment to Sublessee and Sublessee agrees to sublease Equipment from Sublessor. The initial term of this Agreement as to all Equipment will commence on April 1, 1993, and will remain in effect for five (5) years through March 31, 1998, unless sooner terminated or renewed as provided herein.

1.2 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 4.4.

SECTION 2. RENEWAL OPTION.

2.1 If Sublessee is not in default under or in breach of this Agreement and this Agreement is not earlier terminated, Sublessee may extend the term of this Agreement for not more than two additional renewal terms of two (2) years each by giving Sublessor written notice of its intent to extend the term not later than sixty (60) days prior to the expiration of the then-current term.

SECTION 3. RENTAL CHARGES AND PAYMENT.

3.1 In consideration of the lease and use of Equipment during the term of this Agreement, Sublessee will pay Sublessor, as rent for each Mark V Model RoadRailer® unit of Equipment, \$14.42 per day. There will be no separate rental charge for use of the Mark V bogies under this Agreement.

3.2 Rental charges will accrue on each unit of Equipment starting on April 1, 1993 and will cease on the earlier of (a) the date such unit is returned by Sublessee to Sublessor pursuant to Section 4.4, or (b) if such unit is a Casualty Unit, the date of payment of the Casualty Value of such 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:

TCS Leasing, Inc.
c/o Norfolk Southern Corporation
110 Franklin Road, S.E.
Roanoke, Virginia 24042-0054
ATTENTION: Assistant Treasurer

3.4 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. DELIVERY AND RETURN OF EQUIPMENT.

4.1 All units of Equipment will be deemed to be delivered to and accepted by Sublessee on April 1, 1993, on an as-is, where-is basis. 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.

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, and (b) all titles, registrations, registration plates, permits, and licenses applicable to and necessary for operation of Equipment are in effect and properly on Equipment.

4.3 If Sublessee elects to inspect Equipment at the time of or before delivery and acceptance, Sublessee will complete its inspection as promptly as practicable but not later than fifteen days after the date hereof and will notify Sublessor of any unit of Equipment determined by Sublessee not to be in Operable Condition. Such notice will specify the unit(s) of Equipment not in Operable Condition and the reason(s) said unit(s) failed to attain Operable Condition. If any unit of Equipment is determined not to be in Operable Condition, such unit (unless it is a Casualty Unit in which case Section 7 hereof shall apply) nevertheless shall remain subject to this Agreement. If any unit of Equipment is not in Operable Condition on the effective date hereof, Sublessee shall perform such repairs and take such other action as is necessary to place such unit in Operable Condition and the cost thereof as to each such unit shall be borne as follows: Sublessor shall reimburse Sublessee for out-of-pocket costs in excess of \$100.00 per unit and Sublessee shall bear all other costs and expenses.

4.4 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 as shall be specified by Sublessor, 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 with complete sets of serviceable tires and in Operable Condition, ordinary wear and tear excepted. Sublessor may inspect Equipment to determine its physical condition prior to accepting return.

4.5 SUBLESSOR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER CONCERNING THE DESIGN OR CONDITION OF EQUIPMENT, ITS MERCHANTABILITY, DURABILITY, SUITABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, AND SUBLESSOR HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY. SUBLESSOR SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EQUIPMENT (WHETHER LATENT OR PATENT) OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM.

SECTION 5. USE OF EQUIPMENT.

5.1 Sublessee will use or permit use of Equipment only in Sublessee's intermodal transportation service or upon connecting and other railroads and motor carriers; 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 prior or subsequent to movement in intermodal transportation service of Sublessee or its corporate affiliates will be permitted and (b) triangulation operations will be permitted. In addition to the foregoing, Sublessee shall at its cost comply with any requirements of the Trust Agreement relating to use of Equipment.

5.2 Sublessee will operate Equipment or cause Equipment to be operated (a) in a safe and reasonable manner, (b) in accordance with all applicable statutes, rules and regulations, and (c) in compliance with the requirements of the Trust Agreement relating to use and operation. Upon request of Sublessor, Sublessee will make available Equipment for inspection by Sublessor or its designee to assure proper use of Equipment. Such 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 Trust Agreement or by applicable Federal, state, or local statute, rule or regulation. At its sole expense and subject to any requirements of, or any approvals or consents required under, the Trust Agreement, Sublessee may place its name, initials or other insignia (or the name, initials or other insignia of one or more of its affiliates) used by Sublessee on equipment for convenience of identification of Sublessee's interest therein. Prior to return of Equipment to Sublessor, Sublessee will, upon Sublessor's request and at Sublessee's sole expense, remove any name, initials or insignia placed by Sublessee 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 after the effective date of this Agreement will accrue to Sublessee, and nothing in this Agreement will give Sublessor any interest in or claim to said revenues. Any revenues earned by use of Equipment prior to the date hereof will accrue to Sublessor.

5.6 Sublessee agrees to furnish to Sublessor, whenever required by Sublessor and on or before March 1 of each calendar year during the term of this Agreement, a certificate signed by a president or a vice president of Sublessee setting forth the information described in the first sentence of the second paragraph of Section 4.7 of the Trust Agreement and such other information as Sublessor may from time to time request to enable Sublessor to comply with the terms of the Trust Agreement.

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 and in the condition required under the Trust Agreement. Parts and tires 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 Sublessee will return RoadRailer® units to Sublessor with complete sets of serviceable tires free of cuts or other defects. Upon return of a RoadRailer® unit, each tire will be in serviceable condition, as determined by a joint inspection at the time said unit is returned to Sublessor.

SECTION 7. RESPONSIBILITY FOR EQUIPMENT LOSS OR DAMAGE.

7.1 Sublessee assumes all risk of, and will be responsible and liable to Sublessor for, all damage to and theft, destruction, confiscation, requisition or loss of any unit of Equipment, whether partial or complete and however caused or occasioned, such risk and responsibility to be borne by Sublessee from the date hereof and continuing until such unit has been returned to Sublessor in accordance with Section 4 hereof. Except as herein expressly provided, Sublessee agrees that no occurrence specified in the preceding sentence shall impair, in whole or in part, any obligation of Sublessee under this Agreement, including without limitation the obligation to pay

rental. Subject to the foregoing, Sublessee will be responsible for the repair of all damaged Equipment.

7.2 In the event any unit of Equipment shall be or become lost, stolen, destroyed, irreparably damaged or otherwise rendered permanently unfit for use from any cause whatsoever (any such unit of Equipment being herein called a "Casualty Unit"), Sublessee promptly after it has knowledge thereof will notify and inform Sublessor in writing in regard thereto. With respect to each Casualty Unit, Sublessee will be responsible for and will, on the earlier of the next succeeding rental payment date in respect of such Casualty Unit or the expiration of the term of this Agreement, pay to Sublessor a sum equal to the "Fair Value" thereof as determined in accordance with the Trust Agreement (such "Fair Value" being the amount required to be deposited by Sublessor with the Trustee under the Trust Agreement). Upon the payment by Sublessee of the Casualty Value of any Casualty Unit, rental charges for such Casualty Unit will cease as of the date of such payment. Upon satisfaction of all requirements of the Trust Agreement relating to any Casualty Unit and the release thereof, Sublessee, at Sublessor's request and as agent of Sublessor, will dispose of said Casualty Unit at the best price available on an "as is where is" basis, and Sublessee shall pay Sublessor the proceeds of such sale to the extent such proceeds exceed the amount paid by Sublessee as "Fair Value" under this Section 7.2.

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 after the date hereof, including but not limited to liability, loss, expense or damage resulting from or in connection with 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 such liability, loss, expense or damage caused by or arising out of (i) the sole negligence of Sublessor, (ii) Sublessor's default under the Trust Agreement, or (iii) as otherwise specifically provided in this Agreement. The provisions of this Section 8.1 shall survive any expiration or termination of this Agreement.

8.2 During the term of this Agreement and at its own expense, Sublessee will carry and maintain, in such amounts and with such insurers as shall be reasonably satisfactory to Sublessor, public liability insurance and all risk insurance in respect of the Equipment, naming Sublessor as an additional

insured, as its interests may appear, against risks of damage, loss or destruction of Equipment, liability for personal injury or property damage, and such other risks customarily insured against in the transportation industry. Such insurance shall be issued by a reputable company or companies and shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without 30 days' prior written notice to Sublessor. On or before March 1 of each year, Sublessee shall deliver to Sublessor a certificate of insurance by or on behalf of each insurer stating the coverage, additional insureds and limits of each such policy. Sublessor may, at its own expense and without affecting Sublessee's obligations hereunder, carry insurance with respect to its interest in Equipment.

SECTION 9. TAXES.

9.1 Except as provided in Section 9.2, Sublessee timely will pay, or promptly will reimburse Sublessor if payment is made by it, all foreign, federal, state, or local property, sales, use, or other license, tax, duty, levy, imposition, assessment, or charge (collectively, "Impositions") (excluding any foreign, federal, state, or local income taxes) levied or imposed upon, measured by, or exacted upon Equipment or exacted because of ownership of Equipment by Sublessor or use or lease of Equipment by Sublessee after the date hereof. 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 or interest of the Trustee or Sublessor to or in Equipment or result in a lien, charge or encumbrance 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. Sublessee shall have the right to contest any Imposition in appropriate judicial or administrative proceedings provided only that such contest will not result in any material danger of sale, forfeiture or loss of Equipment 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, provided, however, that the Trustee's interests under the Trust Agreement shall not be impaired. 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 shall timely prepare and file all reports and returns which are required to be made with respect to any obligation of Sublessee under or arising out of Section 9.1 hereof and shall furnish to Sublessor copies thereof as well as evidence of any required payment.

SECTION 10. COMPLIANCE WITH LAW.

10.1 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 hereof or hereafter 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 all such 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 Except concerning loss and destruction of and damage to freight and injury to or death of persons, if any claim, dispute or controversy between the parties arises regarding the interpretation, application or enforcement of this Agreement, and the dispute cannot be resolved by the parties within thirty (30) days after a party notifies the other party or parties in writing of its desire to arbitrate the dispute, the dispute will be settled by arbitration in accordance with the rules of commercial arbitration then obtaining of the American Arbitration

Association. Within thirty (30) days after submission of the dispute to arbitration, the parties to the dispute will agree upon a single arbitrator. If the parties cannot agree upon a single arbitrator, a panel of arbitrators will be named, one (1) arbitrator to be selected by each party to the dispute and if necessary to assure that the panel consists of an odd number of arbitrators, one (1) arbitrator to be selected by the previously appointed arbitrators. If the arbitrators appointed by the parties cannot agree upon the additional arbitrator within fifteen (15) days, any party to the dispute may apply to the presiding judge of any court of competent jurisdiction for appointment of the additional arbitrator.

12.2 No change in the rules of arbitration which would deprive a party of the right to be represented by counsel, to present evidence or to cross-examine witnesses presented by any other party will be effective in any arbitration proceeding arising out of this Agreement.

12.3 The decision of the arbitrators(s) will be final and binding. The decision of the arbitrator(s) will be rendered within one hundred twenty (120) days after the matter is submitted to arbitration unless extended by the arbitrator(s) for good cause. Each party hereby consents to the entry of judgment by any court of competent jurisdiction in accordance with the decision of the arbitrators(s). In any judicial proceeding to enforce this Section 12, the only issues to be determined will be the existence of an agreement to arbitrate and the failure of a party to comply with that agreement, and those issues will be determined summarily by the court without a jury. All other issues will be decided by the arbitrator(s), whose decision thereon will be final and binding. There will be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator(s) or pursuant to statutory basis for appeal of an arbitrator's decision.

12.4 The measure of damages for the prevailing party will be the actual damages of that party. The arbitrator(s) will have no power to award attorneys' fees, punitive, treble or other multiple, incidental or consequential damages or modify any provision of this Agreement, and the jurisdiction of the arbitrator(s) is limited accordingly.

12.5 Any party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief would otherwise be provided. Such relief will last only until completion of arbitration.

12.6 Each party to a dispute will be responsible for the compensation, cost and expenses incurred by the arbitrator

appointed by that party, and the compensation, expenses, fees and cost of any additional arbitrator or sole arbitrator will be borne equally by the parties to the dispute. Each party to the dispute will be responsible for the compensation, costs, fees and expenses of its witnesses, exhibits and counsel.

SECTION 13. DEFAULT AND TERMINATION.

13.1 If (a) Sublessee fails to carry out and perform any of its obligations under this Agreement within twenty (20) days after Sublessor shall have demanded in writing performance thereof or (b) a petition in bankruptcy or for reorganization or for a trustee or receiver is filed by or against Sublessee and all of the obligations of Sublessee under this Agreement shall not have been duly assumed by the trustee within thirty (30) days after the appointment, if any, or sixty (60) days after such proceedings shall have been commenced whichever shall be earlier, Sublessor may take possession of all the Equipment and any accessions thereto wherever located and, at the election of Sublessor, declare this Agreement terminated. The exercise of said right to terminate this Agreement will not impair any other rights of Sublessor under this Agreement or any rights of action against Sublessee for recovery of damages, including the balance of the rental for the full term hereof.

13.2 If Sublessee shall be dissolved or shall be liquidated or its existence as a partnership otherwise shall be terminated, for any reason whatsoever, then this Agreement shall terminate on the date of such dissolution, liquidation or termination of existence. Sublessee shall give Sublessor not less than thirty (30) days' written notice prior to the effective date of any such dissolution, liquidation or termination of existence and shall return all Equipment in accordance with Section 4.4.

13.3 Sublessee recognizes that all Equipment is subject to the terms and provisions of the Trust Agreement and to the rights of Mercantile-Safe Deposit and Trust Company, as Trustee thereunder. Sublessor and Sublessee acknowledge that Sublessor's and Sublessee's rights and obligations under this Agreement are subject and subordinate to the terms and conditions of the Trust Agreement and the rights and interests of the Trustee and the holders of equipment trust certificates issued under the Trust Agreement. Sublessor agrees that it will not default in its obligations under the Trust Agreement or take or fail to take any other action that results in termination of the Trust Agreement prior to termination of this Agreement.

13.4 If the Trust 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 this Agreement will terminate.

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 courier service to the applicable address shown below, or by telecopier if sent to the number shown below.

To Sublessor: TCS Leasing, Inc.
 c/o Norfolk Southern Corporation
 110 Franklin Road, S.E.
 Roanoke, Virginia 24042
 ATTENTION: Assistant Treasurer
 Telecopier: 703-981-4167

To Sublessee: Triple Crown Services Company
 6920 Pointe Inverness Way, Suite 300
 Fort Wayne, Indiana 46804
 ATTENTION: Vice President Finance
 Telecopier: 219-434-3637

Any notice of an emergency or operating nature may be given by any reasonable means. If given by telephone 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 Sublessor and its heirs, executors, administrators, successors and assigns. This Agreement will be binding upon and inure to the benefit of Sublessee and its heirs, executors, administrators, successors and permitted assigns.

15.3 Sublessee acknowledges that, except as provided in 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 4.4.

SECTION 19. MISCELLANEOUS.

19.1 Sublessee acknowledges receipt of a copy of the Trust Agreement and Sublessee agrees to take no action which will constitute or result in a default under the Trust Agreement.

19.2 So long as Sublessee shall not be in default under this Agreement, it shall be entitled to possession and use of the Equipment; provided, however, that this Agreement and the Sublessee's rights hereunder shall be subject and subordinate to the rights and remedies of the Trustee in respect of the Equipment in the event of a default under the Trust Agreement.

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

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

19.5 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.

TCS LEASING, INC. (formerly Triple Crown Services, Inc.)

By: William R. King
Title: VICE PRESIDENT

TRIPLE CROWN SERVICES COMPANY, a general partnership

By: David A. Cashman
Title: VICE PRESIDENT

COMMONWEALTH OF VIRGINIA)
)
CITY OF NORFOLK) ss:

On this 30th day of March, 1993, before me personally appeared William J. Roney 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.

David R. Whitson
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.

Linda D. Colquhoun
Notary Public

My Commission expires: March 10, 1997