16697 /A
RECORDATION NO. ——— FILED 1425
DEC 29 1989 -12 55 PM
INTERSTATE COMMERCE COMMISSION

SUBLEASE

SUBLEASE, dated as of December 29, 1989, between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Sublessor"), and ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a Missouri corporation ("Sublessee").

RECITALS:

(A) Sublessor is Lessee under that certain Lease Intended for Security, dated as of December 29, 1989 (as from time to time thereafter amended or supplemented, "Master Lease") with First Interstate Bank Of California, as Trustee, and Chrysler Capital Corporation, Sun Life Assurance Company of Canada (U.S.), Sun Life Assurance Company of Canada and Chase Commercial Corporation, as initial Lessors.

(B) Sublessor desires to lease to Sublessee, and Sublessee desires to lease from Sublessor, the units described on Schedule A hereto, as from time to time hereafter amended ("Sublease Units").

Accordingly, the parties hereto agree as follows:

SECTION 1. LEASE. Sublessor leases to Sublessee and Sublessee leases from Sublessor the Sublease Units described on Schedule A hereto, as such description may from time to time be hereafter amended with the consent of Assignee (as hereinafter defined).

SECTION 2. TERM. The Term of this Sublease shall be concurrent with the term of the Master Lease and termination thereof shall constitute automatic termination hereof. If Sublessor terminates the Master Lease as provided in Paragraph F of the Schedule thereto, Sublessor shall sell to Sublessee and Sublessee shall purchase from Sublessor, the Sublease Units for the portion of the Termination Value attributable to the Sublease Units. Payment of the Termination Value for the Sublease Units shall be made by Sublessee concurrently upon Sublessor's payment to Trustee of the Termination Value in accordance with the Master Lease. Upon payment of the Termination Value for the Sublease Units, Sublessor shall execute and deliver to Sublessee a quitclaim bill of sale (without representations or warranties) for the Sublease Units. Unless otherwise defined herein or the context hereof otherwise requires, terms which are defined or defined by reference in the Master Lease shall have the same meanings when used herein as such terms have therein, whether or not the Master Lease is then in effect.

SECTION 3. RENT. The rent and rental payment dates shall be as agreed from time to time by Sublessor and Sublessee; provided, however, that if Assignee is exercising its rights with respect to this Sublease or any Sublease Units, rent shall be payable ~~monthly~~ quarterly on the Sublease Units on the last day of each ~~month~~ quarter and shall be in an amount, with respect to each Sublease Unit, equal to that portion of the rental under the Master Lease attributable to such Sublease Unit.

SECTION 4. WARRANTIES. NEITHER SUBLESSOR NOR ANY ASSIGNEE MAKES ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE REGARDING ANY SUBLEASE UNIT OR ANY PART THEREOF.

SECTION 5. MASTER LEASE. This Sublease is in all respects subject and subordinate to the Master Lease. Without limiting the foregoing, if for any reason Assignee shall exercise rights or remedies thereunder, such exercise may include the termination hereof, notwithstanding, to the maximum extent permitted by law, any right in Sublessee hereunder. Sublessee shall in all respects comply with all of the terms and provisions of Section 4 of the Master Lease.

SECTION 6. ASSIGNMENT. Sublessee shall not assign any right or interest in this Sublease. Sublessor shall have the right at any time and from time to time to assign all or any part of its right, title and interest in and to this Sublease and grant a security interest in the Sublease Units to an assignee ("Assignee"), including to Trustee pursuant to the Master Lease. Such assignment and grant shall (i) be superior to Sublessee's rights hereunder; (ii) not relieve Sublessor of any of its obligations hereunder; and (iii) not be construed to be an assumption by Assignee of any obligations of Sublessor hereunder. Upon written request of Assignee, Sublessee shall make all payments of rent directly to Sublessor, or to Assignee, at such address as Assignee shall specify. Sublessee shall, upon request, execute and deliver such instruments and take such other action as may reasonably be requested to protect Sublessor's or Assignee's interests. This Sublease shall not be amended, modified or waived without the consent of Assignee. Sublessee acknowledges that this Sublease has been assigned, and a security interest in the Sublease Units has been granted, to Trustee under the Master Lease.

SECTION 7. NOTICES. Notices shall be in writing and shall be deemed to be given three days after being sent, first class mail postage prepaid, and addressed to Sublessor, Sublessee and Assignee at their respective addresses set forth on Schedule B hereto, or at such other address as any such party from time to time provides to the other parties in accordance with this Section 7.

SECTION 8. MISCELLANEOUS. This Sublease shall be governed by the laws of the State of California, without regard to conflict of law principles. Only one counterpart hereof has been executed by the parties hereto, and such counterpart shall be held by Assignee. Each of Sublessor and Sublessee waives any right to trial by jury in any action or proceeding with respect to this Sublease or any instrument, document or agreement now or hereafter relating to this Sublease. If any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Sublease. This Sublease shall be binding upon Sublessor and Sublessee and shall inure to the benefit of Sublessor, Sublessee, Assignee and the successors and assigns of Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: E.L. Johnson
Name Printed: E.L. Johnson
Title: Vice President-Finance

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By: E.L. Johnson
Name Printed: E.L. Johnson
Title: Vice President-Finance

Corporate Form of Acknowledgement
Pursuant to 49 CFR §1177.3

State of California

County of San Francisco ss:

On this 29th day of December, 1989 before me personally appeared E.L. Johnson, to me personally known, who being by me duly sworn, say that (s)he is the Vice President-Finance of Southern Pacific Transportation Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Yvette Montalvo
Signature of Notary Public

My Commission expires 9-15-1992

OFFICIAL SEAL
YVETTE MONTALVO
Notary Public-California
SAN FRANCISCO COUNTY
My Comm Exp Sep 15, 1992

Corporate Form of Acknowledgement
Pursuant to 49 CFR §1177.3

State of California

County of San Francisco ss:

On this 29th day of December, 1989 before me personally appeared E.L. Johnson, to me personally known, who being by me duly sworn, say that (s)he is the Vice President-Finance of St. Louis Southwestern Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Yvette Montalvo
Signature of Notary Public

My Commission expires 9-15-1992

OFFICIAL SEAL
YVETTE MONTALVO
Notary Public-California
SAN FRANCISCO COUNTY
My Comm Exp Sep 15, 1992

ST LOUIS SOUTHWESTERN
COVERED HOPPER CARS

SCEDULE A
TO SUBLEASE

MODEL C 313

SSW 077200
SSW 077201
SSW 077202
SSW 077205
SSW 077206
SSW 077208
SSW 077209
SSW 077211
SSW 077213
SSW 077215
SSW 077217
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SSW 077297
SSW 077298
SSW 077300

MODEL C313: 54 UNITS @ $9,000.00 EACH TOTAL $486,000.00

ST LOUIS SOUTHWESTERN COVERED HOPPER CARS

MODEL C 313

SSW 076202
SSW 076205
SSW 076206
SSW 076207
SSW 076208
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SSW 079999

MODEL C313: 174 UNITS @ $10,000.00 EACH TOTAL $1,740,000.00

ST LOUIS SOUTHWESTERN COVERED HOPPER CARS

MODEL C 313

SSW 073530
SSW 073531
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MODEL C313: 339 UNITS @ $12,000.00 EACH $4,068,000.00

ST LOUIS SOUTHWESTERN COVERED HOPPER CARS

MODEL C 313

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UMPX073722
UMPX074377
WSOR073758
WSOR073833
WSOR073911
WSOR073943
WSOR073995
WSOR074168
WSOR074180
WSOR074252
WSOR074373
WSOR074455
WSOR074473

MODEL C313: 492 UNITS @ $14,000.00 EACH TOTAL $6,888,000.00

ST LOUIS SOUTHWESTERN COVERED HOPPER CARS

MODEL C 313

SSW 074501
SSW 074506
SSW 074507
SSW 074508
SSW 074509
SSW 074510
SSW 074511
SSW 074512
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SSW 074516
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SSW 074646
SSW 074648
WSOR074649

MODEL C313: 98 UNITS @ $16,000.00 EACH $1,568,000.00

SCHEDULE B

Southern Pacific Transportation Company
One Market Plaza
San Francisco, California 94105

St. Louis Southwestern Railway Company
One Market Plaza
San Francisco, California 94105

First Interstate Bank of California, as Trustee
345 California Street
8th Floor, SF 8-7
San Francisco, California 94104