



**ATEL**  
Leasing Corporation®

August 11, 2017

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423

**Re: Document for Recordation:  
1. Memorandum of Sublease [regarding Lease Schedule No. 2]**

Dear Section Chief:

Attached please find for recordation one (1) copy of Memorandum of Sublease, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses to the Memorandum of Lease executed as of September 1, 2016, are:

SubLessor: Maxeefish LLC  
9502 Moores Creek Drive, Suite 304  
Fredericksburg, VA 22408

Sublessee: Pestell Pet Products Inc.  
141 Hamilton Road  
New Hamburg, ON N3A 2H1 CANADA

Lessor: ATEL Leasing Corporation, as Trustee of  
CARG0001 Trust  
600 Montgomery Street, 9<sup>th</sup> Floor  
San Francisco, CA 94111

Guarantor: Ted Barker

A description of the railroad equipment covered by the Memorandum of Lease is:

Ten (10) used 263K lbs., GRL 4650/4750 cu.ft. capacity, covered hopper cars manufactured by ACF/Trinity, trough hatches, gravity gates, bearing car mark numbers AEQX816920, 816973, 816979, 817005, 817011, 816952, 816983, 817002, 817032, 833963.

A short summary of the document to appear in the index as follows:

Memorandum of Sublease

The fee of \$45.00 may be charged to our account.

Kindly return a stamped copy of the attached document to the undersigned at your earliest convenience.

Should you have any questions, please do not hesitate to contact me at 415.616.3406 or at [ssetson@atel.com](mailto:ssetson@atel.com).

Sincerely, and Thank you,

A handwritten signature in blue ink, appearing to read 'Sheila A. Stetson', is written over a horizontal line.

Sheila A. Stetson  
Senior Contract Administrator

/sas; Attachment

8/11/2017# 253396v3  
STB letter for Memorandum of Sublease (for LSN# 2)

MEMORANDUM OF SUBLEASE

**THIS MEMORANDUM OF SUBLEASE** (this "Memorandum") is made and entered into as of May 1, 2017, between **MAXEEFISH LLC**, a Virginia limited liability corporation, ("Sublessor") located at 9502 Moores Creek Drive, Suite 304, Fredericksburg, VA 22408 and **PESTELL PET PRODUCTS INC.**, with its principal office at 141 Hamilton Road, New Hamburg, ON N3A 2H1, Canada ("Sublessee").

**WITNESSETH**

Sublessor and Sublessee entered into an Equipment Sublease Agreement (the "Sublease Agreement") dated as of January 25, 2017, which incorporates and terms and conditions of that certain Lease (Lease Schedule No. 2, as it incorporates the terms and conditions of that certain Master Lease Agreement each dated as of August 9, 2016, the "Lease") entered into by and between **ATEL LEASING CORPORATION**, not in its individual capacity but in its capacity as Trustee of the **CARG0001 Trust** ("Lessor") and **Maxeefish LLC** ("Lessee"). Further reference is made to the Subleasing Consent and Assignment Agreement dated as of January 25, 2017 by and between Lessor and Lessee, pursuant to which Lessor consented to the Sublease Agreement. The Sublease covers ten (10) ACF-manufactured, used 4650 cubic-foot-capacity covered hopper rail cars, with trough hatches, 3-pocket gravity gates, interior unlined, bearing car mark numbers as more specifically described as follows, as shall be amended from time to time ("Cars").

AEQX 816920, AEQX 816973, AEQX 816979, AEQX 817005, AEQX 817011, AEQX 816952, AEQX 816983, AEQX 817002, AEQX 817032, AEQX 833963

The base term with respect to all Cars shall be the period commencing on May 1, 2017, and continues for twenty-four (24) months thereafter, but in any event ending not later than April 30, 2019, unless terminated in accordance with the terms of the Sublease. Upon expiration of the base term, Sublessee shall have the option to renew all of the cars at an amount determined by Lessor for additional twelve (12) months upon written notice to Lessor at least sixty (60) days prior to the end of the base term.

This Memorandum has been executed and delivered by the parties for the purpose of recording and giving notice of the Sublease.

**IN WITNESS WHEREOF**, the parties have each executed this instrument as of the day and year first above written. Each of the undersigned certifies that he/she holds the title set forth below, that this instrument was signed on behalf of his/her corporation by authority of its Board of Directors and that the execution of this instrument was the free act and deed of his/her corporation. The undersigned further declares under penalty of perjury that the foregoing is true and correct.

Sublessor:

**MAXEEFISH LLC**

By: 

Name: Theodore Barker

Title: President

Sublessee:

**PESTELL PET PRODUCTS, INC.**

By: 

Name: BOB HEMMINGER

Title: PRESIDENT