

RECORDATION NO. 6154 Filed & Recorded

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INTERNATIONAL COMMERCE COMMISSION CONDITIONAL SALES CONTRACT

THIS AGREEMENT, made, executed and delivered this 31st day of December, 1970, by Segar Leasing Company No. 3, a District of Columbia partnership having its principal place of business at 824 Connecticut Avenue, N.W., Washington D.C. 20006 (hereinafter known and designated as "Buyer") and Whitehead & Kales Company, a Michigan corporation having its principal place of business at 58 Haltiner Street, River Rouge, Michigan 48218 (hereinafter known and designated as "Seller"),

W I T N E S S E T H :

WHEREAS, upon and subject to the terms and conditions hereinafter contained, Buyer desires to purchase from Seller 80 auto racks, more fully described in Exhibit A attached hereto (hereinafter collectively called the "Racks"); and

WHEREAS, a portion of the purchase price for such Racks will be evidenced by a promissory note to be given by Buyer to Seller contemporaneously with the execution hereof; and

WHEREAS, Buyer desires to secure Seller (and any subsequent holder or holders of said promissory note) in the full and prompt payment of said promissory note and in the full and prompt performance of all of its duties and obligations herein contained,

NOW, THEREFORE, in consideration of the premises and the covenants and undertakings hereinafter contained, it is mutually agreed as follows:

1. PURCHASE AND SALE OF RACKS. Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the Racks.

2. PURCHASE PRICE AND PAYMENT. Buyer shall pay to Seller for the Racks an aggregate purchase price of \$728,003.00 payable as follows:

(i) \$28,008.00 simultaneously with the execution hereof, receipt of which is hereby expressly acknowledged by Seller.

(ii) \$700,000.00 payable in accordance with the terms of a non-recourse promissory note (hereinafter called the "Note"), in the form hereunto attached as Exhibit B to be made, executed and delivered by Buyer to Seller contemporaneously with the execution hereof.

3. DELIVERY OF RACKS. Upon delivery of the Racks, the Buyer shall execute a Certificate of Acceptance in the form annexed hereto as Exhibit C.

4. WARRANTIES OF RACKS. Seller warrants that the Racks will be free from defects in material, workmanship and design under normal use and service for one (1) year from the date of the delivery of such Racks to Buyer. Buyer acknowledges that no other warranties, express or implied, have been made or given by Seller to Buyer with respect to the Racks.

5. TITLE AND SECURITY INTEREST. To secure the full and prompt payment of the Note and the full and prompt performance of all of Buyer's duties and obligations hereunder (hereinafter collectively called the "Indebtedness"), Seller has retained title to the Racks and a security interest therein, and Buyer hereby gives and grants to Seller a security interest in the Racks and in all additions, attachments, accessions, parts, replacements, substitutions and renewals thereof or therefor, wherever situated and all cash and noncash proceeds and products of all of the foregoing (hereinafter collectively called the "Collateral") to secure full and prompt payment and/or performance of the Indebtedness.

6. WARRANTIES, COVENANTS AND AGREEMENTS. Buyer warrants, covenants and agrees as follows:

6.1 The Collateral has been acquired for use in its business.

6.2 None of the Collateral is subject to any lien and/or security interest other than that in favor of Seller.

6.3 Buyer will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than those in favor of Seller. Buyer will not use, or suffer or permit any other person to use, any Collateral in violation of any applicable statute, ordinance, or policy of insurance thereon. Seller or its agents or attorneys may at any and all reasonable times inspect the Collateral and may enter upon any and all premises where the same is kept or might be located.

6.4 Buyer will do all acts and things, and will execute all writings requested by Seller to establish, maintain and continue perfected and first, Seller's title to and security interest in, the Collateral.

- 6.5 Buyer will pay promptly and within the time that they can be paid without interest or penalty, all taxes, assessments and similar imposts and charges which are now, or hereafter during the effective period of this Agreement may become, a lien, charge, or encumbrance upon any of the Collateral except to the extent contested in good faith. If Buyer fails to pay any such taxes, assessments or other charges as they become due, Seller shall have the option to do so and Buyer agrees to repay, with interest at the rate of 7-1/2% per annum, all amounts so expended by the Seller.
- 6.6 Buyer will keep the Collateral in good condition and repair and shall safeguard and protect the same from loss, damage or deterioration from any cause whatsoever. If Seller shall so request, Buyer will maintain at all times during the effective period of this Agreement with respect to the Collateral, insurance against fire and other risks customarily insured against by persons engaged in similar business to that of Buyer, in such amounts, containing such terms, in such form, for such purposes and written by such companies as may be satisfactory to Seller, payable to Seller as its interest may appear, and Buyer will deliver to Seller at its request evidence satisfactory to Seller that such insurance has been so procured and made payable to Seller. If Buyer fails to maintain satisfactory insurance, Seller shall have the option to do so and Buyer agrees to repay with interest at the rate of 7-1/2% per annum, all amounts so expended by Seller.
- 6.7 Buyer will reimburse Seller, in accordance with the provisions of the Uniform Commercial Code in effect in the District of Columbia at the date of this contract (hereinafter referred to as the Uniform Commercial Code") for all expenses, including reasonable attorney fees and legal expenses, incurred by Seller in seeking to collect the Indebtedness or any part thereof, or in pursuing any of its rights or remedies hereunder.
- 6.8 Buyer's chief place of business is at the address first shown above, and Buyer shall immediately notify Seller in writing of any change in Buyer's chief place of business.

- 6.9 Buyer will not sell or otherwise dispose of the Collateral or its interest in this Agreement without the prior written consent of Seller as long as any Indebtedness remains outstanding and unpaid. However, Buyer may lease the Collateral, or any part thereof, to any lessee who will use the Collateral for the purpose for which it is designed. In the event the Collateral, or any part thereof, is so leased by Buyer, Buyer will by appropriate provisions in any lease agreement require the lessee to maintain the leased Collateral in good condition and repair at the expense of either the Buyer or its lessee, and shall require the maintenance of the insurance specified in Paragraph 6.6 hereof necessary to satisfy the requirements of said Paragraph 6.6 at the expense of either the Buyer or its lessee.
- 6.10 Buyer assumes all risk of loss, damage or destruction to the Collateral by reason of theft, fire, water, acts of God or any other cause whatsoever, and the occurrence of any such casualty shall not relieve Buyer from the full and prompt payment of the Note or the full and prompt performance of its duties and obligations hereunder.
- 6.11 Buyer will cause this Agreement and any assignments hereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Act. Buyer will do all acts and things, and will execute, acknowledge, deliver, file and record all writings requested by Seller to establish, maintain and continue perfected and first, Seller's title to, and security interest in, the Collateral, and will promptly on demand pay all costs and expenses of filing and recording, including the costs of any searches deemed necessary by Seller to establish and determine the validity and priority of Seller's title to, and security interest in, the Collateral. Buyer will furnish promptly to Seller certificates or other evidence of all filings, registrations, and recordings required hereunder. Buyer will pay, or cause to be paid, all reasonable costs, charges and expenses, including stamp, excise and other taxes, if any, incident to the printing or other duplication, execution, acknowledgment or delivery of this Agreement or the Indebtedness, or any assignment thereof, whether now or hereafter payable.

7. DEFAULTS, ENFORCEMENT AND APPLICATION OF PROCEEDS.

7.1 The occurrence of any one of the following events (herein called an "Event of Default") shall constitute an Event of Default hereunder and under the Note:

(i) Default in the payment of any installment of interest and/or principal on the Note, as and when the same shall become due and payable thereunder, if such default shall continue without cure for 30 days after notice in writing of such default; or

(ii) Failure of Buyer to observe or perform any covenants, warranties or undertakings on Buyer's part in this Agreement contained, if written notice of such failure, requiring Buyer to remedy the same, shall have been given to Buyer by the Seller, and such failure shall continue unremedied for a period of 30 days after the receipt of such notice; or

(iii) Entry of an order or decree adjudging Buyer, or any of its partners a bankrupt or insolvent under any federal or state bankruptcy or insolvency law; or the appointment of a receiver, trustee, liquidator, sequestrator, conservator or assignee in bankruptcy or insolvency of Buyer or any of its partners or of its or their property; or the filing of a petition for the winding up or liquidation of the affairs of Buyer; or Buyer or any of its partners shall institute proceedings to be adjudicated a voluntary bankrupt or shall consent to the filing of a bankruptcy petition against it, or any of them; or Buyer or any of its partners shall admit in writing its or their inability to pay its or their debts generally as they become due.

7.2 Upon the occurrence of any Event of Default, Seller may at its discretion and without prior notice to Buyer declare the Indebtedness to be immediately due and payable, and shall have and may exercise any one or more of the rights and remedies for which provision is made in Paragraph 8 hereof, including without limitation the right to take possession and sell, lease or otherwise dispose of any or all of the Collateral. Buyer agrees, upon request of the Seller, to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to Seller and Buyer.

- 7.3 The proceeds of any sale or other disposition of the Collateral authorized by this Agreement shall be applied by Seller first upon all expenses authorized by the Uniform Commercial Code and all reasonable attorney's fees and legal expenses incurred by Seller; the balance of the proceeds of such sale or other disposition shall be applied in the payment of the Indebtedness, first to interest and then to principal; and the surplus, if any, shall be paid over to Buyer or to such other person or persons as may be entitled thereto under applicable law. Buyer shall remain liable for any deficiency which it shall pay to Seller immediately upon demand.
- 7.4 No waiver of any default shall be effective unless in writing signed by Seller, and no waiver of any default or forbearance on the part of Seller in enforcing any of its rights under this Agreement shall operate as a waiver of any other default or of the same default on a future occasion or of any such rights.
- 7.5 Seller agrees that it will exercise its rights in the event of a default hereunder solely against the Collateral and that Seller is without recourse against the individual partners of Buyer.

8. MISCELLANEOUS.

- 8.1 This Agreement shall in all respects be governed by and construed in accordance with the laws (including the conflict of laws rules) of the District of Columbia. Insofar as the foregoing may be contrary to existing local law which cannot be waived by agreement of the parties or in the event that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this Agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect.
- 8.2 This Agreement shall be terminated only by the filing of a Termination Statement in accordance with the applicable provisions of the Uniform Commercial Code. Until terminated, the security interest hereby created shall continue in full force and effect. If and when Buyer pays the Indebtedness in full and performs all of its duties and obligations hereunder Seller will execute and deliver to Buyer said Termination Statement and a Bill of Sale covering the Racks.

- 8.3 Subject to the provisions of subparagraph 7.5 above, until termination of this Agreement, Seller shall have and may exercise any and all of the rights and remedies given by this Agreement or given to a secured party under the Uniform Commercial Code (regardless of whether the Uniform Commercial Code has been enacted in the jurisdiction where such rights and remedies are asserted). This Agreement and all such rights and remedies shall inure to the benefit of Seller and its successors and assigns and to other holder who derives from Seller title to or an interest in the Note, or any portion thereof, and shall bind Buyer and its successors and assigns.
- 8.4 Except as otherwise herein provided, the terms used in this Agreement shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Uniform Commercial Code.
- 8.5 Subject to the provisions of subparagraph 7.5 above, Seller may resort for the payment of the Indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release all or any part of such several securities without regard to the consideration, or none, as it may require, any portion of the Collateral without, as to the remainder of the securities, in anywise impairing or affecting the lien and priorities herein provided for Seller compared to any subordinate lienholders.
- 8.6 Nothing herein contained except subparagraph 7.5 is intended, nor should it be construed, to preclude Seller from pursuing any other remedy provided by law for the collection of the Indebtedness or any portion thereof, or for the recovery of any other sum to which Seller may be or become entitled for the breach of this Agreement by Buyer.
- 8.7 Until Seller is advised in writing by Buyer to the contrary, all notices, requests and demands, required hereunder or by law, shall be given to or made upon Buyer at its address first shown above. All such notices, requests and demands shall be deemed duly given and received for all purposes if sent by registered or certified mail, postage prepaid, and deposited in any main or branch office of the United States mails.

- 8.8 All rights of the Seller in, to and under this Agreement and the Note and in and to the Collateral shall pass to and may be exercised by any party to whom Seller shall assign its rights and any successive assignees thereof (Seller's assignee and any successive assignees are collectively called "Assignee"). Buyer agrees that if Seller gives notice to Buyer (i) of an intended assignment of such rights and thereafter such assignment is made, or (ii) of such an assignment having been made, then, in either event, the liability of Buyer to the Assignee shall be immediate and absolute and Buyer will not set up any claim against Seller as a defense, counterclaim, or set-off to any action brought by any such Assignee for the unpaid balance of the Indebtedness or for possession of the Collateral. Buyer acknowledges receipt of notice that Seller intends to assign all of its rights in, to and under this Agreement and the Note and in and to the Collateral to George M. Bunker, 4940 Indian Lane, N.W., Washington, D.C. 20016, to which party at such address Buyer shall hereafter give any notices required by the terms hereof to be given to Seller until such time as Buyer is advised in writing to the contrary by certified mail, return receipt requested.
- 8.9 Seller has concurrently herewith addressed to Buyer a Certificate of even date herewith executed by Seller's Secretary which contains true and correct copies of the resolutions duly adopted by the Board of Directors of Seller authorizing the transactions contemplated herein which resolutions are still in full force and effect and have not been rescinded or amended.
- 8.10 Counsel for Seller has concurrently herewith delivered to Buyer its opinion to the effect that:
- (a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of
 - (b) Seller has full right, power and authority to enter into, execute and deliver the Conditional Sales Contract, the Bill of Sale, the Note Assignment and the Contract Assignment, and to perform all of the matters and things provided for in such instruments.

- (c) The Conditional Sales Contract, the Bill of Sale, the Note Assignment and the Contract Assignment have been duly authorized, executed and delivered by Seller and constitute the legal, valid and binding obligations, contracts and agreements of Seller, enforceable in accordance with their respective terms.
- (d) At the time of the delivery of each of the 80 Racks (as defined in the Conditional Sales Contract) to Buyer under the Conditional Sales Contract, each such Rack was free and clear of all liens and encumbrances except for the rights of Buyer under the Conditional Sales Contract.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by a general partner thereunto duly authorized and Seller has caused this Agreement to be executed by its officer thereunto duly authorized all the day and year first above written.

By /s/ William M. Goldstein
Partner

WHITEHEAD & KALES COMPANY

By /s/ E. H. Webster

E. H. Webster Executive Vice
Its ~~F. C. McMath~~, President

ATTEST:

(SEAL)

/s/ H. Powell
H. Powell, Secretary

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns and transfers to George M. Bunker, 4940 Indian Lane, N.W., Washington, D.C. 20016 without recourse, the foregoing Agreement and the Note described therein, all right, title and interest in, to and under the same, and in and to the Collateral therein described, with authority to take, either in its own name or in the name of the undersigned, but for its own benefit and at its own expense, all such proceedings, legal or equitable as the undersigned might have taken but for this assignment.

IN WITNESS WHEREOF, the undersigned has caused this assignment to be executed by its officer thereunto duly authorized all this 1st day of March, 1971.

WHITEHEAD & KALES COMPANY

By /s/ E. H. Webster
~~F. C. McMath~~ Executive Vice President

Its ~~President~~

ATTEST:

(SEAL)

/s/ H. Powell
H. Powell; Secretary

EXHIBIT A

SCHEDULE OF EQUIPMENT

The equipment consists of tri-pak Auto Racks bearing numbers 47295 through 47454 inclusive affixed to flat railroad cars as follows:

<u>Rack Number</u>	<u>Original Cost</u>	<u>Flat</u> <u>Car Number</u>	<u>Owned By</u>
47295 - 96	\$8,767.00	TTKX 801578	Trailer Train Company
47297 - 98	"	801580	" " "
47299 - 47300	"	801581	" " "
47301 - 02	"	801604	" " "
47303 - 04	"	801538	" " "
47305 - 06	"	801594	" " "
47307 - 08	"	801552	" " "
47309 - 10	"	801633	" " "
47311 - 12	"	801632	" " "
47313 - 14	"	801547	" " "
47315 - 16	"	801636	" " "
47317 - 18	"	801582	" " "
47319 - 20	"	801548	" " "
47321 - 22	"	801588	" " "
47323 - 24	"	801605	" " "
47325 - 26	"	801637	" " "
47327 - 28	"	801583	" " "
47329 - 30	"	801592	" " "
47331 - 32	"	801599	" " "
47333 - 34	"	801610	" " "
47335 - 36	"	801590	" " "
47337 - 38	"	801584	" " "
47339 - 40	"	801585	" " "
47341 - 42	"	801586	" " "
47343 - 44	"	801608	" " "
47345 - 46	"	801612	" " "
47347 - 48	"	801591	" " "
47349 - 50	"	801598	" " "
47351 - 52	"	801576	" " "
47353 - 54	"	801601	" " "
47355 - 56	"	801600	" " "
47357 - 58	"	801609	" " "
47359 - 60	"	801613	" " "
47361 - 62	"	801625	" " "
47363 - 64	"	901670	" " "
47365 - 66	"	801616	" " "
47367 - 68	11,149.00	801627	" " "
47369 - 70	8,767.00	801639	" " "

<u>Rack Number</u>	<u>Original Cost</u>	<u>Flat Car Number</u>	<u>Owned By</u>
47371 - 72	\$9,686.00	TTKX 801635	Trailer Train Company
47373 - 74	"	801619	" " "
47375 - 76	"	801624	" " "
47377 - 78	"	801626	" " "
47379 - 80	"	801623	" " "
47381 - 82	8,767.00	801653	" " "
47383 - 84	9,686.00	801630	" " "
47385 - 86	"	801628	" " "
47387 - 88	"	801629	" " "
47389 - 90	"	801614	" " "
47391 - 92	"	801631	" " "
47393 - 94	"	801649	" " "
47395 - 96	"	801621	" " "
47397 - 98	8,767.00	801622	" " "
47399 - 47400	9,686.00	801620	" " "
47401 - 02	"	801617	" " "
47403 - 04	"	801643	" " "
47405 - 06	"	801615	" " "
47407 - 08	8,767.00	801655	" " "
47409 - 10	9,686.00	801648	" " "
47411 - 12	"	801638	" " "
47413 - 14	8,767.00	801654	" " "
47415 - 16	"	801642	" " "
47417 - 18	"	801618	" " "
47419 - 20	"	801641	" " "
47421 - 22	9,686.00	801634	" " "
47423 - 24	8,767.00	801645	" " "
47425 - 26	9,686.00	801644	" " "
47427 - 28	"	801640	" " "
47429 - 30	"	801646	" " "
47431 - 32	"	801650	" " "
47433 - 34	8,767.00	801652	" " "
47435 - 36	"	801647	" " "
47437 - 38	11,149.00	801651	" " "
47439 - 40	8,767.00	901251	" " "
47441 - 42	"	801392	" " "
47443 - 44	"	902946	" " "
47445 - 46	"	900888	" " "
47447 - 48	"	800776	" " "
47449 - 50	"	901232	" " "
47451 - 52	11,149.00	900663	" " "
47453 - 54	8,767.00	908835	" " "

NON-RECOURSE NOTE

\$700,000

December 31, 1970

Segar Leasing Company No. 3, a District of Columbia general partnership ("Segar"), promises to pay to Whitehead & Kales, Inc. ("W&K") the sum of \$700,000 with interest at the rate of six and one-half percent (6 1/2%) per annum in accordance with the provisions set forth below and the terms and conditions of a Conditional Sale Agreement dated December 31, 1970 between the same parties, without recourse to Segar but only to the Collateral described in said Agreement.

Term: The term of this Note shall be eight years from Initial Payment Date established in the Equipment Lease Agreement dated as of December 31, 1970 by and between Segar and Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

Payments: This Note shall be payable in 32 level quarterly installments of principal and interest, the first of which shall be due at the end of three months after the Initial Payment Date. Each quarterly payment shall be \$28,226.56, provided that the first payment shall include interest only from the date of assignment of this Note until the first payment date.

IN WITNESS WHEREOF, this Note has been executed on behalf of Segar Leasing Company No. 3 by a duly authorized general partner.

SEGAR LEASING COMPANY NO. 3

By _____

A General Partner

CERTIFICATE OF ACCEPTANCE

Under Conditional Sale Agreement dated as of
December 31, 1970.

The undersigned, being the duly authorized representative of Segar Leasing Company No. 3 (the "Company") certifies that the Racks listed in Schedule A hereto and referred to in the Conditional Sale Agreement dated December 31, 1970, between Whitehead & Kales Company and the Company have been inspected and accepted by the undersigned on behalf of the Company on the respective dates shown in Schedule A hereto.

Dated: _____

Duly Authorized Representative
of Segar Leasing Company No. 3

SCHEDULE A

SCHEDULE OF EQUIPMENT

The equipment consists of tri-pak Auto Racks bearing numbers 47295 through 47454 inclusive affixed to flat railroad cars as follows:

<u>Rack Number</u>	<u>Original Cost</u>	<u>Flat</u> <u>Car Number</u>	<u>Owned By</u>
47295 - 96	\$8,767.00		
47297 - 98	"		
47299 - 47300	"		
47301 - 02	"		
47303 - 04	"		
47305 - 06	"		
47307 - 08	"		
47309 - 10	"		
47311 - 12	"		
47313 - 14	"		
47315 - 16	"		
47317 - 18	"		
47319 - 20	"		
47321 - 22	"		
47323 - 24	"		
47325 - 26	"		
47327 - 28	"		
47329 - 30	"		
47331 - 32	"		
47333 - 34	"		
47335 - 36	"		
47337 - 38	"		
47339 - 40	"		
47341 - 42	"		
47343 - 44	"		
47345 - 46	"		
47347 - 48	"		
47349 - 50	"		
47351 - 52	"		
47353 - 54	"		
47355 - 56	"		
47357 - 58	"		
47359 - 60	"		
47361 - 62	"		
47363 - 64	"		
47365 - 66	"		
47367 - 68	11,149.00		
47369 - 70	8,767.00		

<u>Rack Number</u>	<u>Original Cost</u>	<u>Flat Car Number</u>	<u>Owned By</u>
47371 - 72	\$9,686.00		
47373 - 74	"		
47375 - 76	"		
47377 - 78	"		
47379 - 80	"		
47381 - 82	8,767.00		
47383 - 84	9,686.00		
47385 - 86	"		
47387 - 88	"		
47389 - 90	"		
47391 - 92	"		
47393 - 94	"		
47395 - 96	"		
47397 - 98	8,767.00		
47399 - 47400	9,686.00		
47401 - 02	"		
47403 - 04	"		
47405 - 06	"		
47407 - 08	8,767.00		
47409 - 10	9,686.00		
47411 - 12	"		
47413 - 14	8,767.00		
47415 - 16	"		
47417 - 18	"		
47419 - 20	"		
47421 - 22	9,686.00		
47423 - 24	8,767.00		
47425 - 26	9,686.00		
47427 - 28	"		
47429 - 30	"		
47431 - 32	"		
47433 - 34	8,767.00		
47435 - 36	"		
47437 - 38	11,149.00		
47439 - 40	8,767.00		
47441 - 42	"		
47443 - 44	"		
47445 - 46	"		
47447 - 48	"		
47449 - 50	"		
47451 - 52	11,149.00		
47453 - 54	8,767.00		

AMENDATORY AGREEMENT

This Amendatory Agreement, made as of March 1, 1971 is between SEGAR LEASING COMPANY #3, a District of Columbia partnership, and WHITEHEAD & KALES COMPANY, a Michigan corporation. The parties hereto, in consideration of the mutual promises contained herein, agree as follows:

1. Paragraph 2 of the Conditional Sales Contract dated December 31, 1970 between the parties hereto is amended to provide in its entirety as follows:

2. PURCHASE PRICE AND PAYMENT

Buyer shall pay to Seller for the Racks an aggregate purchase price of \$729,643.00, payable as follows:

(i) \$29,643.00 simultaneously with the execution hereof, receipt of which is hereby expressly acknowledged by Seller.

(ii) \$700,000.00 payable in accordance with the terms of a non-recourse promissory note (hereinafter called the "Note"), in the form hereunto attached as Exhibit B to be made, executed and delivered by Buyer to Seller contemporaneously with the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of March 1, 1971.

SEGAR LEASING COMPANY #3

By William M. Goldstein
Partner

Attest:

(SEAL)

H. H. Powell
Secretary

WHITEHEAD & KALES COMPANY

By E. H. Webster
President
Executive Vice President