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U.S. DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM

TO :

FROM :

SUBJECT :

On date of 4/14/71 at
San Antonio, Texas and Inclusion. Header page

Car shall be March 24, 1971 in the case of the first 75 Cars included hereunder, and in the case of each other Car included hereunder, the date of inclusion of such Car shall be the later of (1) the day following the date which Bangor advises the Vendor of the last day such Car is included under the Lease, and (2) the day the Vendor receives the payment required in Section 2.1 of this Agreement with respect to such Car.

In the case of the first 200 Cars included under this Agreement, the Vendee agrees that at least 25 Cars will be included in each month of inclusion. The Vendee agrees that at least 300 Cars will be included under this Agreement before December 31, 1971.

Vendor makes no warranties or representations, express or implied, as to the fitness, design or condition of the Cars or as to the quality, equipment or workmanship in, the Cars sold to the Vendee hereunder and said Cars are sold to the Vendee in "as is" condition and at the place of termination and at the storage tracks of Bangor, except that no such Car shall be stored by Vendee unless it is in condition acceptable to the Vendee's railroads according to the applicable rules governing such railroads at the date of inclusion hereunder. If any such Car is damaged, Vendor will request Bangor to make the same acceptable and Vendor shall have no further responsibility hereunder. Vendor will be

specifications or description incorporated into the lease

Upon inclusion of each of the Cars under this Agreement, the Lessee shall be entitled to possession of the Car and shall, with respect thereto, be responsible and liable for the same.

SECTION 4. Payments. The amount of the purchase price of each Car included under this Conditional Sale Agreement shall be payable as follows:

(a) \$200 (i) on March 24, 1971, in the case of the first 75 Cars included hereunder or such other date as may be specified in the case of each other Car so included hereunder, and (ii) on such other date as may be specified in the case of each such Car as included hereunder, and

(b) the remainder thereof with interest at a nominal rate of 10% per annum, subject to the provisions of Article 7 hereof, in twenty, successive, quarter-annual installments commencing on (i) the last day of ~~June~~ 1971, in the case of each of the first 75 Cars included hereunder, and (ii) on the next succeeding quarterly payment date on which a payment is due pursuant to clause (i) of this subsection (b), in the case of each additional Car so included, each of said installments being in the amount of \$115.50 and each installment being applied first to the payment of interest at the rate of 10% per annum on the unpaid balance of the purchase price and the remainder to the principal sum; all in accordance with the amortization schedule included with the first supply statement identifying Cars to be included hereunder.

operation or use of the Cars; and in the event that such laws or rules require the alteration of the Cars, Vendee will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Vendee may contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Vendor, adversely affect the property or rights of Vendor hereunder.

SECTION 6. Possession and Use; Indemnification. Vendee, so long as it shall not be in default under this Agreement, shall be entitled to the possession of the Cars included under this Agreement and also to lease the Cars to, or to permit its use under the terms of car contracts by, a lessee or user, incorporated in the United States of America (or any State thereof), in Mexico (or any State thereof) or in Canada (or any Province thereof), upon lines of railroad owned or operated by such lessee or user, or over which such lessee or user has trackage rights or rights for operation of its trains, and upon connecting and other carriers in the usual interchange of traffic, but only upon and subject to all terms and conditions of this Agreement; provided, that, if Vendee leases or permits the use of the Cars in Mexico (or any State thereof) or in Canada (or any Province thereof), Vendee shall first have (i) taken all necessary action to protect the right, title and interest of Vendor with an opinion of Mexican or Canadian counsel, as the same may be, satisfactory to Vendor to the effect that a lease or use of the Cars in such country, state or province, as the case may be, that is necessary to protect the right, title and interest of Vendor in such country, state or province, as the case may be,

all the agreements in this Agreement provided to be made, kept or performed by the Vendee, notwithstanding the delivery of the Cars to, and the possession and use thereof by, the Vendee as herein provided. Any and all replacements of parts of the Cars and additions thereto shall constitute accessions to the Cars and be subject to all the terms and conditions of this Agreement and included in the term "Cars" as used in this Agreement. When and only when the Vendee has paid the full purchase price of all the Cars, with interest accrued thereon, and has made all other payments as herein provided, title to all the Cars shall pass to and vest in the Vendee without further transfer or act on the part of the Vendor, except that the Vendor shall, if requested by the Vendee so to do, execute and deliver to the Vendee at the Vendor's expense a proper instrument of further assurance evidencing such passage of title to the Vendee and shall execute for record or filing in public offices such instrument or instruments in writing as may be necessary or appropriate in order then to be clear upon the public records the title of the Vendee to all of the Cars under the laws of any jurisdiction.

The Vendee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure of the Vendor to execute any such instrument of further assurance or to file any

certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute any such instrument of further assurance or to file such a certificate within a reasonable time after written demand of the Vendor.

SECTION 9. Performance and Assignability by Vendor.

If the Vendor shall refuse or fail to perform any agreement herein on its part to be performed, the Vendor may, at its option, give to the Vendor notice in writing of the amount incurred in such performance and the Vendor agrees to reimburse promptly after such notice all expenses so incurred with interest at the rate of 10% per annum.

The Vendor shall not be liable for interest on any amount due to the Vendor until the date of payment in full of such amount. The Vendor shall not be liable for interest on any amount due to the Vendor until the date of payment in full of such amount.

(b) a default shall occur under Section 9 of this Agreement, or

(c) the Vendee shall, for more than 30 days after the Vendor shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and agreements herein on its part to be kept and performed, or to make provision satisfactory to the Vendor for such compliance, or

(d) a decree or order by a court having jurisdiction in the premises shall have been entered

(i) adjudging the Vendee a bankrupt or insolvent, or

(ii) approving as properly filed a petition seeking reorganization of the Vendee under the Bankruptcy Act or any other State or Federal law relating to bankruptcy or insolvency, or

(iii) for the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of the Vendee or of its property or any substantial portion of its property, and within 60 days thereafter (or in case, prior to the end of such 60-day period, a temporary or permanent receiver or trustee shall have been appointed in such proceedings, then within 60 days after the first such appointment) the obligations of the Vendee hereunder shall neither have been assumed pursuant to order or

and all other existing defaults shall have been remedied or provision therefor satisfactory to Vendor shall have been made, then and in every such case the Vendor shall) waive any such default and its consequences and rescind and annul any such declaration, by written notice to Vendee, but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any rights or remedies consequent thereon. If the Vendee shall make default as hereinabove provided, then, at any time after such notice of declaration of default and during the continuance of such default and upon such further notice, if any, as may be required for compliance with any mandatory requirement of law applicable to the action to be taken by the Vendor, the Vendor shall be entitled to recover possession and the Vendee shall deliver to Vendor such possession on demand or Vendor at its option may by its agent or agents enter upon the Vendee's premises (or upon premises leased by the Vendee or owned or leased by any subsidiary of the Vendee) or elsewhere where any of the Cars may be located and take immediate possession, of the Cars, without liability to return to the Vendee any sums theretofore paid and free from all claims whatsoever except as hereinafter in this Section 10 expressly provided, and may lease or sell, at public or private sale for cash or upon credit, the Cars or any thereof free from all claims of the Vendee at law or in equity, upon such terms and in such manner as the Vendor may determine but subject to any mandatory requirements of law applicable thereto, either without or before or after taking possession of the Cars and without having the Cars at the place of sale and

either in one lot and as an entirety or in separate lots; provided, however, that the Vendee may and shall have a reasonable opportunity (1) in the case of any such public sale, to bid at such sale, (11) in the case of any such proposed private sale, to purchase for cash or provide a purchaser satisfactory to the Vendor for the Cars, within three days after notice by the Vendor to the Vendee of such proposed sale, at the same or a better price than that offered by the proposed purchaser at such sale and (111) in the event of any such proposed lease, to lease, with the approval of the Vendor or provide a lessee satisfactory to the Vendor for the Cars, within three days after notice by the Vendor to the Vendee of such proposed lease, at the same or a better rental than that offered by the proposed lessee, to the extent not prohibited by any legal requirement of the jurisdiction applicable to such sale, the Vendor may treat the foregoing as the purchaser of the Cars or any of them offered for sale without accountability to the Vendee (except to the extent of surplus money received as hereinafter provided in this paragraph) and payment of such purchase price the Vendor shall be entitled to the extent aforesaid to have credited on account thereof the amount due to the Vendor from the Vendee. The proceeds of any such lease or sale after deducting all charges and expenses, including counsel fees, incurred in connection therewith shall be applied to the payment, first, of the expenses of preparing and recording the same, and second, of the purchase price of the Cars, and third, of the balance of the proceeds of the sale.

remains after the payment of the sums hereinabove mentioned, the Vendor agrees to pay such surplus to the Vendee; and in case of a deficiency, the Vendee agrees to pay such deficiency forthwith to the Vendor. If the Vendee fails to pay such deficiency the Vendor may bring suit therefor and shall be entitled to recover judgment therefor against the Vendee.

In case the Vendor shall rightfully demand possession of the Cars or lease or sell the Cars pursuant to this Agreement, and shall reasonably designate a point or points for the delivery of the Cars to it or to the purchaser or lessee of the Cars, the Vendee will, at its own expense, forthwith and in the usual manner and at the usual speed cause the Cars to be moved to such point or points and will there deliver the same, free from all claims whatsoever except as herein in this Section 10 expressly provided, to the Vendor or to such purchaser or lessee and the Vendor or such purchaser or lessee shall have the right to enter upon the premises of the Vendee and retake the Cars wherever the same may be found and to store the Cars at any location requested by the Vendor, without charge, until arrangements for the removal thereof can conveniently be made. The assembling and delivery of the Cars as hereinbefore provided are of the essence of this Agreement between the parties and upon application to any court of equity having jurisdiction in the premises, the Vendor shall be entitled to a decree requiring specific performance of such acts. The Vendee expressly waives any and all claims against the Vendor and its agent or agents for damages of whatever nature it might be entitled to.

any retaking of the Cars. The Vendee agrees that neither upon the retaking of the Cars by the Vendor or the purchaser or lessee thereof in the event of a default hereunder by the Vendee nor as a condition precedent to such retaking shall the Vendor be required to refund to the Vendee any portion of the purchase price of the Cars theretofore paid by the Vendee and the Vendee expressly waives any right it may have by law or by statute to the return of any part of such purchase price upon the retaking of the Cars by the Vendor or such purchaser or lessee thereof as aforesaid. The sale, lease or retaking of the Cars shall not affect any right or cause of action which the Vendor may have against the Vendee arising out of any collection or liability upon or under this Agreement.

The Vendor shall be responsible for the maintenance and repair of the Cars and shall be liable for the cost thereof. The Vendor shall also be responsible for the payment of all taxes and license fees on the Cars. The Vendor shall also be responsible for the payment of all interest and principal on any loans or mortgages on the Cars. The Vendor shall also be responsible for the payment of all other expenses incurred in connection with the operation of the Cars. The Vendor shall also be responsible for the payment of all other expenses incurred in connection with the operation of the Cars.

The Vendor shall be responsible for the maintenance and repair of the Cars and shall be liable for the cost thereof. The Vendor shall also be responsible for the payment of all taxes and license fees on the Cars. The Vendor shall also be responsible for the payment of all interest and principal on any loans or mortgages on the Cars. The Vendor shall also be responsible for the payment of all other expenses incurred in connection with the operation of the Cars.

payment of or on account of any installment of the purchase price of the Cars or of interest thereon maturing or accruing after any default or of any payment on account of any past default be deemed a waiver of any right to take advantage of any other past or any future default.

All rights, remedies and powers provided for in this Section 10 may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Section 10 are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. Except as otherwise provided in this Agreement, the Vendee to the fullest extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of the Cars and to sell them and any other requirements as to the time, place and terms of sale thereof, any other requirements with respect to the enforcement of the Vendor's rights hereunder and any and all rights of redemption.

SECTION 11. Recordation. The Vendee shall at its expense promptly cause this Agreement and any supplements hereto and the first assignment hereof and the first reassignment of all or any part hereof to be filed, registered or recorded whenever or wherever requested by the Vendor (and thereafter will cause any of the same to be refiled, re-registered or re-recorded whenever and wherever requested by the Vendor) for the proper protection, to

the satisfaction of the Vendor, of the Vendor's title to the Com included hereunder; and the Vendee shall at its expense, from time to time, do and perform any other act, and will execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by the Vendor for the purpose of protecting its title and interests or carrying out the intention of this Agreement; and the Vendor will promptly furnish to the Vendor certificates or other evidence of all such title, and will also pay any taxes or assessments due to the Vendor.

SECTION 14. PROHIBITION AGAINST CONVERSION
The provisions of this Agreement shall not be subject to the law of any state or of the District of Columbia or which by the applicable law of any state or of the District of Columbia will convert this Agreement into an instrument other than a contract of conditional sale, shall as to such jurisdiction be inapplicable without violating the remaining provisions of this Agreement. Where, however, the conflicting provisions of any such applicable law survive, they are hereby waived by the Vendee to the extent permitted by law.

SECTION 15. Law in Dispute
In the event of a dispute between the Vendor and the Vendee, the law of the State of New York shall apply.

affect the Vendor's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Vendee shall not otherwise alter or affect the Vendor's rights or the Vendee's obligations hereunder. The Vendor's acceptance of any payment after it becomes due hereunder shall not be deemed to alter or affect the Vendee's obligations or the Vendor's rights hereunder with respect to any subsequent payments or default therein.

SECTION 14. Other Provisions. There are no understandings, agreements, representations or warranties, express or implied, not specified or referred to herein. No modification of any of the terms or conditions of this Agreement shall be valid in any event, and the Vendor and Vendee expressly waive the right to rely thereon, unless made in writing duly executed by the Vendor and Vendee.

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York; but the Vendor shall be entitled to such additional rights arising out of the filing or recording hereof and of any assignment hereof as shall be conferred by the laws of the United States of America and the several jurisdictions in which this Agreement or any assignment thereof shall be filed or recorded.

This Agreement shall inure to the benefit of, and remain binding upon, the successors and assigns of the parties hereto, respectively.

Any notice hereunder to the Vendee shall be deemed to be properly served if delivered or mailed to the Vendee at 820 Clinton Street, Green Bay, Wisconsin, or at such other address as may have been furnished in writing to the Vendor by the Vendee. Any notice hereunder to any assignee of the Vendor shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Vendor or the Vendor, or to such assignee, by such assignee.

The Vendee will pay all reasonable costs and expenses incident to the execution, administration, and fulfillment of the provisions of this Agreement, including the cost of any legal proceedings or arbitration proceedings.

This Agreement shall be subject to the provisions of the contract between the Vendor and the Vendee, and the Vendor shall be bound by the terms and conditions of such contract.

IN WITNESS WHEREOF, the Vendor has hereunto set its hand and seal this _____ day of _____, 19____.

their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES

By Michael D. Korman
Vice President and Treasurer

Attest:

Brian E. Samforth
Secretary

OKBE, INC.

By Orin E. Miller
President

Attest:

Secretary

Charlotte A. King

SCHEDULE 1

The identification numbers of the Cars includible under
this Conditional Sale Agreement are as follows:

2000	2024	2048	2074 6014	2096	2122	2148 6080
2002	2026	2049	2076 6015	2098 6022	2123	2149
2003-6001	2027 6004	2050	2077	2099 6023	2124	2150
2004	2028	2051	2078	2100	2125	2151
2005 6001	2029	2052	2079	2101	2126 6026	2152
2006-6002	2030	2053 6006	2080 6016	2102	2127	2153
2007	2031	2054	2081	2103	2130	2154 6031
2008	2032	2055 6007	2082	2105	2131	2155
2009	2033	2056	2083	2106	2133	2156
2010 6003	2034	2057	2084	2108 6024	2135	2157
2011	2035	2059 6008	2085 6017	2109	2137	2158
2012	2036	2060 6009	2086 6018	2110	2138	2159
2014	2037	2062 6010	2087	2111	2139 6027	2160
2015	2038	2064 6011	2088	2113 6025	2140	2161 6032
2016	2039	2065	2089	2114	2141	2162
2017	2040 6005	2068	2090	2115	2142	2163 6033
2018	2042	2069	2091	2116	2143	2164
2019	2043	2070	2092 6019	2118	2144	2165
2021	2044	2071	2093	2119	2145 6028	2166 6034
2022	2045	2072 602	2094	2120	2146 6029	2167
2023	2047	2073 6013	2095 6020	2121	2147	2168

2169	2170	2171	2172	2173	2174	2175
2176	2177	2178	2179	2180	2181	2182
2183	2184	2185	2186	2187	2188	2189
2190	2191	2192	2193	2194	2195	2196
2197	2198	2199	2200	2201	2202	2203
2204	2205	2206	2207	2208	2209	2210
2211	2212	2213	2214	2215	2216	2217
2218	2219	2220	2221	2222	2223	2224
2225	2226	2227	2228	2229	2230	2231
2232	2233	2234	2235	2236	2237	2238
2239	2240	2241	2242	2243	2244	2245
2246	2247	2248	2249	2250	2251	2252
2253	2254	2255	2256	2257	2258	2259
2260	2261	2262	2263	2264	2265	2266
2267	2268	2269	2270	2271	2272	2273
2274	2275	2276	2277	2278	2279	2280
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2337	2338	2339	2340	2341	2342	2343
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2456	2457	2458	2459	2460	2461	2462
2463	2464	2465	2466	2467	2468	2469
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2575	2576	2577	2578	2579	2580	2581
2582	2583	2584	2585	2586	2587	2588
2589	2590	2591	2592	2593	2594	2595
2596	2597	2598	2599	2600	2601	2602
2603	2604	2605	2606	2607	2608	2609
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2687	2688	2689	2690	2691	2692	2693
2694	2695	2696	2697	2698	2699	2700
2701	2702	2703	2704	2705	2706	2707
2708	2709	2710	2711	2712	2713	2714
2715	2716	2717	2718	2719	2720	2721
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2792	2793	2794	2795	2796	2797	2798
2799	2800	2801	2802	2803	2804	2805
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2967	2968	2969	2970	2971	2972	2973
2974	2975	2976	2977	2978	2979	2980
2981	2982	2983	2984	2985	2986	2987
2988	2989	2990	2991	2992	2993	2994
2995	2996	2997	2998	2999	3000	3001

The above identification numbers of the Cars included under this Conditional Sale Agreement may be changed to the vendor's identification numbers, 2222 to 2288 inclusive, after the effective date hereof, in accordance with Section 5 hereof.