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REGISTRATION NO. _____
Filed & Recorded
SEP 29 1972 - 3 12 PM
COMMERCIAL

NOTE, LOAN AND SECURITY AGREEMENT

This Security Agreement made this 22ND day of SEPTEMBER, 1972, by and between LaSalle National Bank, a National Banking Association, having its principal place of business at 135 South LaSalle Street, Chicago, Illinois (hereinafter called "Bank" or "Secured Party"), and O-T-D Corporation, a Delaware Corporation, having its principal offices at 750 Route 53, Itasca, Illinois (hereinafter called "Debtor");

W I T N E S S E T H

WHEREAS, Debtor is among other things in the business of leasing O-T-D type SR 48B containers (hereinafter called "containers") (the component parts of which are bases and boxes, each of which may be leased separately in addition to the entire container) and OTDX 6000 series container cars (hereinafter called "container cars") (hereinafter both collectively called "Equipment").

WHEREAS, from time to time, Debtor desires to borrow money from Secured Party secured in part by assignment of the leases of said Equipment; and

WHEREAS, Secured Party is willing to make said loans;

NOW, THEREFORE, in consideration of the agreements, covenants and terms herein, the undersigned Secured Party and Debtor do hereby agree as follows:

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1. GRANT OF SECURITY INTEREST: In consideration of the loans made from time to time by Secured Party to Debtor, Debtor agrees that Secured Party shall have, and there is hereby created in favor of Secured Party, during the time or times when any of Debtor's obligations hereunder are outstanding, a security interest in and upon the Equipment described in Exhibit "F" hereto and more fully described in the Certificates of Acceptance delivered at the time of or in connection with each advance hereunder (sample copies of such Certificates being attached as Exhibits "A" and "B" hereto) executed by an authorized agent of the lessee of said Equipment to secure (i) payment of the debt evidenced hereby and all loans made at or in connection with the delivery of all Certificates of Acceptance, (ii) all costs and expenses incurred by Secured Party or its assigns in the collection of the same, including reasonable compensation of the agents and attorneys of the Secured Party, (iii) all future advances made by Secured Party for taxes, levies, and (iv) any and all other liabilities of the Debtor to the Secured Party whether direct or contingent, whether due or to become due, whether joint or several, whether now or hereafter existing, and howsoever created, arising, evidenced or acquired by the Secured Party in connection with the subject financing, and (v) any advance by the Secured Party pursuant hereto to pay insurance premiums on and repairs to or maintenance of the Equipment. In addition to all rights given to Secured Party by this Security Agreement, Secured Party shall have all the rights and remedies of a Secured Party under the Uniform Commercial

Code of Illinois. As between Secured Party and Debtor risk of loss of, damage to, or destruction of, any of the equipment is on Debtor.

The Security Interest granted by this Section 1 and Section 4 hereof is subject to (a) the Rights of the Lessee under the Leases hereinafter referred to and (b) the lien of current taxes and assessments not in default or if delinquent the validity of which is being contested in good faith. Said Security Interest granted by this Section 1 and Section 4 hereof is granted upon the expressed condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all of the terms and conditions, covenants and agreements herein, then these presents and the estate hereby granted and conveyed shall cease and this Note, Loan and Security Agreement shall become null and void.

2. AMOUNT OF LOAN: The amount of each loan (sometimes herein called "Advance") upon the Equipment described in the Certificates of Acceptance shall be a total of \$245.00 for each complete container allocated as follows: ^{104.56} \$138.42 for each box and \$106.58 for each base, and \$24,500.00 for each container car. Advances may be made upon complete containers or separately upon boxes or bases comprising such containers. Bank shall not be required to make loans hereunder which exceed in the aggregate \$8,176,000.00. Bank shall not be required to make any advances hereunder after October 31, 1973.

3. TERMS OF PAYMENT: In order to repay the amount of each loan referred to in Paragraph 2 hereof,

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Debtor hereby promises to pay to Secured Party (over and above all other and additional sums to be paid by Debtor as herein otherwise provided for) the sum of ~~\$350.00~~ ^{\$300.52} per month for each container car described on a Certificate of Acceptance delivered to Bank hereunder and \$2.30 per month for each base and \$2.64 per month for each box described on a Certificate of Acceptance delivered to Bank hereunder, including principal and interest at the rates provided in the paragraph hereof titled "loan charges". Payments of principal and interest on each advance shall be due and payable on the first (1st) day of each month commencing on the 1st day of the calendar month next succeeding the date of each advance and continue thereafter until the related advance is paid in full. Secured Party may from time to time request Debtor to also evidence each advance by the execution of a promissory note, in which event, each note shall be secured by this Security Agreement.

4. LEASE COLLATERAL: Debtor represents and warrants to Secured Party that on or before the date of the advance with respect to any items of Equipment, Debtor has delivered to The Goodyear Tire & Rubber Company such Equipment pursuant to a Railroad Equipment Lease between Debtor and The Goodyear Tire & Rubber Company dated November 1, 1971, and/or Equipment Lease between the same parties dated November 1, 1971, true copies of which are attached hereto as Exhibit "C" and "D".

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Except as otherwise stated herein, the loans made under this Agreement shall be related to new Equipment. All loans made by Secured Party to Debtor hereunder shall, in addition to this Security Agreement, be supported by such other documents as Bank may reasonably request. No loans hereunder shall be deemed made by Secured Party to Debtor until Secured Party pays or credits the proceeds thereof to Debtor.

Debtor, to further secure payment of all sums due hereunder, does hereby grant a security interest in and assign, transfer, pledge and deliver to Secured Party, its successors and assigns, the leases attached hereto as Exhibits C and D, and all Certificates of Acceptance subsequently made a part thereof, including all payments and other sums due and to become due Debtor thereunder, with respect to the Equipment, together with the right at any time, without prior written notice thereof, either in Secured Party's or in Debtor's name, to take all such proceedings, legal, equitable, or otherwise for enforcement of said leases and collection of sums due thereunder that Debtor might take save for this assignment and Debtor further warrants and agrees as follows:

(a) Notwithstanding this assignment, Secured Party or its assignee, if any, shall not be obligated to perform any duty, covenant or condition required to be observed or performed by the Lessor under

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any of the terms of said lease and shall not be bound or obligated to perform or see to the performance of any warranty, express or implied, made by the Lessor in the lease or resulting from the provisions thereof, but, on the contrary, Debtor expressly acknowledges and agrees that all of such covenants and agreements of the Lessor provided in said leases and all representations and warranties shall be and remain the sole liability of Debtor.

(b) Debtor does hereby irrevocably constitute and appoint Secured Party, its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the leases, with full power to settle, adjust or compromise any claim thereunder as fully as Debtor could itself do, and to endorse the name of Debtor on all checks, drafts, money orders or other commercial paper given in payment, or in part payment thereof. In addition, Secured Party shall have and may exercise any and all rights and remedies now or hereafter provided by the Uniform Commercial Code of the State of Illinois for the holder of a security interest.

(c) Secured Party shall not be first required to proceed against lessee in order to enforce any of its rights against the Debtor or any person or party herein obligated. Secured Party may, but is not obligated to, take

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any action whatever to perfect, preserve or enforce any rights of Debtor (if any) or of Secured Party against Lessee under said leases or any negotiable instrument given by Lessee to Secured Party in payment of any obligation of Lessee under said leases. Debtor further agrees to reimburse Secured Party for all legal expenses incurred by Secured Party, including reasonable attorney's fees, in enforcing its rights hereunder and under said leases.

Debtor will maintain in its files and furnish to Secured Party evidence of insurance satisfactory to Secured Party covering all container cars for the period of the loan, and as it may be extended, or evidence of insurance covering each such item of equipment satisfactory to Secured Party (i) against physical damage perils having a deductible not greater than \$500.00 with provision for protection of Secured Party's interest by means of a long form, union or standard mortgage endorsement and (ii) against liability perils with limits of at least \$300,000.00 for each person and \$300,000.00 for each accident, and property damage insurance of at least \$300,000.00 for each accident and excess liability coverage of at least \$2,000,000.00 with a deductible not greater than \$10,000.00 with the Secured Party as the named insured. Secured Party shall have the right to examine at any time all records of insurance covering all of such equipment and Debtor shall deposit said policies with Secured Party whenever Secured Party

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shall request Debtor to do so. If Debtor fails to pay the premium on any such insurance, Secured Party may (but shall not be required to) do so for Debtor's account, adding the amount thereof to the debt secured hereby and said amount shall be due and payable upon demand. Debtor hereby assigns and sets over to Secured Party any return or unearned premiums which may be due upon cancellation of any such policies with respect to which Secured Party has paid such premiums and directs the insurers to pay Secured Party any amount so due and will for such purpose execute such additional documents as Secured Party may request. Secured Party is hereby appointed Debtor's attorney in fact to endorse any draft or checks which may be payable to Debtor or in order to collect such return or unearned premiums or the proceeds of any such insurance.

5. APPLICATION OF PAYMENTS: For purposes of this paragraph 5 only, the advance on each Item of Equipment shall be treated as a separate loan. The amounts from time to time received by the Secured Party which constitute payment of the installments of Fixed Rental payable with respect to a specific item of Equipment under the leases shall be applied first, to the payment of interest on the loan with respect to such specific items of Equipment; second, to the payment of the installments of principal on the loan with respect to such specific items of Equipment which have matured upon or before the due date of the installments of Fixed Rental which are

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received by the Secured Party; and then the balance, if any, of such amounts shall be paid to or upon the order of the Debtor; and

The amounts from time to time received by the Secured Party which constitute settlement by the Lessee of the "Termination Value" for any container pursuant to Section 10 of the Lease attached as Exhibit "D" hereto, or any insurance proceeds which constitute settlement for any lost, damaged, destroyed or stolen Item of Equipment shall be paid and applied on the Loans, all to such manner and in such amounts so that after giving effect to such application and the release of the Item of Equipment from the appropriate Lease and the lien of this Security Agreement:

(i) The aggregate principal amount remaining unpaid on the relevant advance does not exceed the "Present Value of Rents" as hereinafter defined in respect of all other Equipment which secures such Note; and

(ii) Each of the remaining installments of the subject advance shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of the subject advance immediately prior to the prepayment.

Any amounts in excess of the "Present Value of Rents" as hereinafter defined in respect to any Item of Equipment

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for which settlement is made hereunder shall be released to or upon the order of the Debtor, within 30 days of the receipt thereof.

The term "Present Value of Rents" for any Item of Equipment shall mean as of any date an amount equal to the aggregate Fixed Rental in respect of such Item reserved for the balance of the term originally provided for in the appropriate lease and remaining unpaid as of the close of business of such date, discounted on the basis of an interest factor of 7-3/4% per annum, in the case of advances made in connection with containers, and 8-1/4% per annum in the case of all other advances, compounded monthly to the respective dates of which the Fixed Rental is payable, with all such discounts to be computed on the basis of a 360-day year of twelve 30-day months.

Unless an event of default, as defined in Section 9 hereof, has occurred and is continuing, Secured Party agrees it shall execute such documents as may be necessary to release its security interest in specific Items of Equipment as the amount of the loan related to such specific Item of Equipment shall be paid, and provided further that with respect to Items of Equipment which are lost, stolen or destroyed it receives a written notice from Debtor designating the Item of Equipment with respect to which the subject lease will terminate.

Notwithstanding anything else in this Section 5 contained, if an Event of Default referred to in Section 9 hereof has occurred and is continuing, all amounts received by the Secured Party shall be applied in the manner provided for in Section 9.

6. LOAN CHARGES: Advances made hereunder which are made in connection with the delivery of a Certificate

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of Acceptance for O-T-D Type SR 48B containers shall bear interest on the balances outstanding from time to time at a rate of seven and three quarters percent (7-3/4%) per annum.

All other advances made hereunder shall bear interest on the balances outstanding from time to time at a rate of eight and one quarter percent (8-1/4%) per annum.

Such interest shall be charged on the average daily balances of the respective groups of advances outstanding on the books of Secured Party during the preceding month.

Notwithstanding anything herein contained, in the event of a default by Debtor hereunder or by Lessee under any lease in which Secured Party has an interest hereunder, Secured Party shall not be obligated to make advances on all or any part of the Equipment described in the Certificates of Acceptances.

7. TERM OF LOAN: The term of the loan with respect to any Item of Equipment shall be for the period of the related lease term (or as the same may be extended) plus one month. The original and extended term of the related lease with respect to any item of Equipment shall be 60 months in the case of containers and 120 months in the case of container cars, each term to be measured from the date of acceptance by lessee.

Notwithstanding anything in this Agreement to the contrary and irrespective of payments by Debtor on the loan secured hereby,

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[Signature]

the entire unpaid principal balance of an advance made with respect to or in connection with any Item of Equipment shall be due and payable at the option of the Bank, in the event the Lessee shall be in default in the payment or performance of any terms or conditions of its lease for a period in excess of that permitted by the initial lease.

Debtor hereby authorizes Secured Party to charge any Bank account in the custody of Secured Party for all sums due hereunder as such sums become due and payable.

8. REPORTS: Debtor, without charge to Secured Party, agrees to furnish Secured Party, by the 15th day of each month, a list of all Equipment, with respect to which the lease term under the respective lease has terminated as of the close of the preceding month, ~~and which are awaiting resale,~~ which list shall include a description by serial number of the container cars or date stamp on each container, the location thereof and the date of termination.

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9. EVENTS OF DEFAULT: In case of the happening of any of the following events ("Events of Default"):

(a) any representation or warranty made by Debtor herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or any borrowing hereunder shall prove to be false or misleading in any material respect when made;

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(b) default in the payment of any installment when and as the same shall become due and payable;

(c) default in the due observance or performance of any covenant, condition or agreement to be observed or performed pursuant to the terms hereof or the occurrence of an Event of Default pursuant to the terms of Exhibits "C" and "D" hereto, and such default shall not have been waived by the Secured Party or remedied within ten (10) days after receipt by Debtor of written notice thereof from Secured Party;

(d) the Debtor (i) shall apply for or consent to the appointment of a receiver, trustee or liquidator of it or of any of its property, (ii) shall admit in writing its inability to pay its debts as they mature, (iii) shall make a general assignment for the benefit of creditors, (iv) shall allow all or a substantial part of its assets, operations or management at any time, directly or indirectly, to be subject to order or control of any court of competent jurisdiction in a reorganization or similar proceeding, (v) shall be adjudicated a bankrupt or insolvent or (vi) shall file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy,

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reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by it for the purpose of effecting any of the foregoing;

(e) an order, judgment or decree shall be entered, without the application, approval or consent of the Debtor by any court of competent jurisdiction, approving a petition seeking reorganization of the Debtor or appointing a receiver, trustee or liquidator of it or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;

Then and in any such event, Secured Party may declare the unpaid balance hereof and of all loans made pursuant hereto, immediately due and payable without demand or notice and proceed to exercise one or more of the rights accorded by the Illinois Uniform Commercial Code or otherwise by law, including, but not limited to, the right of the Secured Party to demand that the Debtor shall, subject however, to the rights of the lessee under Exhibits "C" and "D" hereto, assemble any or all of the Equipment and make it available to Secured Party at a place reasonably convenient to both parties.

Anything contained herein to the contrary notwithstanding, Secured Party agrees that after an "Event of Default" has

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occurred, the Lessee under Exhibits "C" and "D" hereto may remain in possession of the Equipment covered thereby until expiration of such term therefor, provided said Lessee makes due and timely payment to Secured Party of all rent then and thereafter due under said leases and are not in default in the performances of any other covenant or obligation thereunder to be observed or performed by said Lessee.

Secured Party will give Debtor reasonable notice of the time and place of any public sale of the collateral hereunder or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement, or such other address as borrower shall have furnished Secured Party in writing, at least ten (10) days before the time of the sale or disposition. Expenses or retaking, holding, preparing for sale, or selling or the like, shall include Secured Party's reasonable attorney's fees and legal expenses.

10. WAIVER AND CONSENT: Debtor waives presentment, demand, notice and protest as to the leases and allied paper acquired hereunder by Secured Party and consents and agrees that Secured Party may, without notice to anyone, grant extensions of time, make compromises with, accept partial payments from and release either Debtor or Lessee or other persons liable on said leases and allied paper or security

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therefore, agree to transfer Equipment, consent to any arrangement between Debtor and its Lessee, and in general, handle collection, enforcement or liquidation of paper or security in accordance with its business judgment without affecting Debtor's liability hereunder.

11. TERMINATION: Termination of this Agreement, in any manner provided herein, shall not affect the rights or obligations of either party as to transactions entered into prior to the effective date of termination.

12. DEBTOR WARRANTS, COVENANTS AND AGREES THAT:

(a) Debtor has good and marketable title to the Equipment free and clear of all security interests (except that created hereby), liens and encumbrances, except the rights of the Lessee under the Leases attached as Exhibits "C" and "D" and the lien of current ad valorem taxes and assessments not in default or if delinquent the validity of which is being contested in good faith, and Debtor will defend the same against the claims and demands of all persons;

(b) Debtor will not sell, mortgage, pledge or encumber the Equipment, permit its identity to be lost, (except by casualty), permit it to be levied upon or attached under any legal process, create any security interest therein (except that created hereby), or otherwise dispose of the same or any of Debtor's rights therein, except subject to the rights of the Secured Party;

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(e) Debtor will maintain the Equipment or cause it to be maintained in good condition and repair, reasonable wear and tear alone excepted, and in the case of container cars in compliance with the Interchange Rules of the Association of American Railroads and will pay and discharge or cause to be paid and discharged all taxes, levies and other impositions levied thereon, as well as the cost of repairs to, or maintenance of, the same. If Debtor fails to do so, Secured Party may (but shall not be required) to pay the cost of such repairs and such taxes, levies and impositions for Debtor's account, adding the amount thereof to the debt secured hereby and which amount shall be due and payable upon demand or, if no demand is made, upon the next maturing installment. Debtor will permit Secured Party to inspect the Equipment at any reasonable time subject to the rights of the Lessee under Exhibits "C" and "D" hereto;

(d) Debtor will pay costs of filing any financing, continuation or termination statement with respect to the security interest created hereby, and Secured Party is hereby appointed Debtor's attorney in fact to do all acts and things which Secured Party deems necessary to perfect and continue perfected its security interest in the Equipment;

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(e) Debtor will, at the time it requests an advance hereunder, submit to Bank a schedule in form of Exhibit "E" hereto.

13. MISCELLANEOUS:

(a) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note, Loan and Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein;

(b) The rights and privileges of Secured Party hereunder shall inure to the benefit of its successors and assigns, and the duties and obligations of Debtor shall bind its successors and assigns;

(c) The Debtor represents that it has full right and lawful authority to enter into this Agreement and the leases attached as Exhibits "C" and "D" hereto, will have such right and authority at the time of each subsequent advance hereunder and in so doing will violate no existing agreement or indenture to which it is a party, or any provision of its charter, by-laws or other governing or enabling documents or regulations. The Debtor agrees it will, upon the request of the Secured Party deliver to the Secured Party, or any Assignee of Secured Party, appropriate certified corporate

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resolutions and an opinion of its counsel in form and substance satisfactory to counsel for the Secured Party covering such matters pertaining to the aforesaid right and authority and to the validity and enforceability hereof. Secured Party shall be entitled as against Debtor conclusively to presume that the person or persons executing any documents on behalf of Debtor are authorized to act on behalf of the Debtor in so doing;

(d) Debtor agrees to pay all costs, expenses and documentary or intangible taxes, if any, in connection with the preparation, execution and delivery of this Security Agreement;

(e) Secured Party shall release this Note, Loan and Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged;

(f) This Security Agreement and all other related documents and agreements related thereto shall be construed and interpreted in accordance with the laws of the State of Illinois.

WITNESS the due execution hereof the day and year first above written.

LaSALLE NATIONAL BANK

By: *[Signature]*
Its Vice President
(Secured Party)

O-T-D CORPORATION

By: *Paul E. Ok*
Its: *President*
(Debtor)

ATTEST:

Doris Haesemeyer

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this 22nd day of September, 19 72,
before me personally appeared William C. Olsen, to me
personally known, who being by me duly sworn, says that
he is the Vice President of LaSalle National Bank, 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 he acknowledged
that the execution of the foregoing instrument was the
free act and deed of said corporation.

(SEAL)

Alice Jacobson
NOTARY PUBLIC

My Commission expires

12-17-74

EXHIBITS "A" THROUGH "F",
INCLUSIVE, ATTACHED TO
AND A PART OF THAT
CERTAIN NOTE, LOAN AND
SECURITY AGREEMENT DATED
22ND DAY OF SEPTEMBER, 1972
WHEREIN O - T - D CORPORATION
IS DESIGNATED DEBTOR AND LA SALLE
NATIONAL BANK IS DESIGNATED
BANK OR SECURED PARTY

LA SALLE NATIONAL BANK

BY: *Moore*
Its Vice President

O - T - D CORPORATION

BY: *Paul E. Ok*
Its President

ATTEST:

Doris Thesmeier

**CERTIFICATE OF ACCEPTANCE UNDER
RAILROAD EQUIPMENT LEASE**

To: O-T-D Corporation, as Lessor under Railroad Equipment Lease dated as of November 1, 1971 ("Lessor").

I, a duly appointed inspector and authorized representative of THE GOODYEAR TIRE & RUBBER COMPANY ("Lessee") do hereby certify that I have received, inspected, approved and accepted delivery, on behalf of the Lessee under the Railroad Equipment Lease dated as of November 1, 1971 between the Lessor and the Lessee, of the following OTDX 6000 Series Container Cars ("Cars"):

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF CARS:

NUMBERED:

I do further certify that the foregoing Cars are in good order and condition, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked in contrasting colors upon each side of each Car the following legend in letters not less than one inch in height:

O-T-D Corporation, Owner-Lessor,
Subject to a Security Interest
Recorded with the I.C.C.

Inspector and Authorized
Representative of Lessee

EXHIBIT A
(to Designation of Authorized Representatives)

CERTIFICATE OF ACCEPTANCE
UNDER EQUIPMENT LEASE

To: O-T-D CORPORATION ("Lessor")

I, a duly appointed inspector and authorized representative of THE GOODYEAR TIRE & RUBBER COMPANY ("Lessee"), do hereby certify that I have received, inspected, approved and accepted delivery on behalf of the Lessee under the Equipment Lease dated as of November 1, 1971 between the Lessor and the Lessee, of the following units of equipment ("equipment"):

TYPE OF EQUIPMENT: O-T-D ALUMINUM CONTAINERS TYPE SR48B

PLACE AT WHICH ACCEPTED: _____

DATE ACCEPTED: _____

NUMBER OF BOXES: _____ WITH DATE STAMP: _____

NUMBER OF BASES: _____ WITH DATE STAMP: _____

I do further certify that the foregoing equipment is in good order and condition, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked upon each end of each box a legend in legible letters substantially as follows:

"The Goodyear Tire & Rubber Company, Lessee,
O-T-D Corporation, Owner-Lessor,
Itasca, Illinois,
LaSalle National Bank, Secured Party,
Chicago, Illinois"

and upon at least two corners of each Base a legend in legible letters substantially as follows:

"Goodyear-Lessee;
O-T-D Corp.-Lessor
"

The execution of this certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Cars for warranties it has made with respect to the Cars.

Inspector and Authorized
Representative of Lessee

EXHIBIT B
(to Designation of Authorized Representatives)

RAILROAD EQUIPMENT LEASE
Dated as of November 1, 1971

Between

O-T-D CORPORATION
(the "Lessor")

and

&
THE GOODYEAR TIRE AND RUBBER COMPANY
(the "Lessee")

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Attachments to Lease

Exhibit A	Certificate of Acceptance Under Railroad Equipment Lease	
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THIS RAILROAD EQUIPMENT LEASE dated as of November 1, 1971 between O-T-D CORPORATION, a Delaware corporation (the "Lessor") and THE GOODYEAR TIRE AND RUBBER COMPANY, an Ohio corporation (the "Lessee"),

W I T N E S S E T H:

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the Lessor and the Lessee do hereby agree as follows:

SECTION 1. DESCRIPTION OF LEASED PROPERTY.

The Lessor does hereby lease and let to the Lessee 175 OTDX 6000 Series Container Cars, bearing the identifying symbol OTDX and car numbers from 6000 to 6174, inclusive (said 175 railroad cars being hereinafter collectively called "Cars"). Said Cars are to be used exclusively within the United States and Canada and in the service of Lessee for the transportation of synthetic rubber in O-T-D containers having a maximum gross weight of 4,225 pounds each. Each of said Cars is designed to carry 44 containers and will have the general specifications and characteristics described in the General Arrangement Drawings dated December 7, 1971 heretofore furnished to the Lessee by the Lessor.

SECTION 2. DELIVERY AND ACCEPTANCE OF THE CARS.

The Lessor shall cause the Cars to be delivered to the Lessee F.O.T. at Houston or Beaumont, Texas, in accordance with the following schedule:

June,	1972	15
July,	1972	20
August,	1972	15
November,	1972	20
December,	1972	20
January,	1973	20
February,	1973	20
March,	1973	20
April,	1973	20
May,	1973	5

The Lessor shall not be liable to Lessee for any failure or delay in making delivery thereof due to accident, fire, flood, explosion, labor trouble, acts of government, including embargos, priorities and

allocations, wars and war conditions, delays of carriers and any other cause or causes (whether or not of the same kind as herein specifically enumerated) beyond the Lessor's reasonable control. Subject to the provisions set forth in the paragraph immediately following, from time to time as the Cars are delivered to and received by the Lessee, the Lessee shall execute and deliver to the Lessor a Certificate of Acceptance in respect of such Cars substantially in the form attached hereto as Exhibit A. The execution by the Lessee (by any one of its duly authorized representatives) of such Certificate of Acceptance shall for all purposes of this Lease be deemed to be conclusive evidence that such Cars have been delivered to and are in the possession of the Lessee under and subject to all the terms hereof.

The Cars are being leased hereunder in conjunction with certain specially designed containers to be leased by Lessor to Lessee pursuant to an Equipment Lease dated as of November 1, 1971 between said parties, which containers are designed to be transported on the Cars. In order to facilitate delivery and acceptance hereunder of an appropriate ratio of Cars to such containers delivered under said Equipment Lease, it is hereby agreed that, anything in the preceding paragraph to the contrary notwithstanding, Lessee shall not be required to accept any Cars hereunder and to execute a Certificate of Acceptance in respect thereof, if by such acceptance the total number of Cars then and theretofore accepted shall exceed the number of containers then and theretofore accepted divided by 88. In the event Lessee shall reject any Cars pursuant to this paragraph, Lessee shall within three business days following such rejection give written notice of such rejection to the Lessor in the manner provided in Section 18 hereof, and for a period of ten days following such notice, shall provide adequate storage for such rejected Cars. The execution of a Certificate of Acceptance in respect of any Car shall be conclusive evidence that said Car has been accepted and is subject to the terms and provisions of this Lease, notwithstanding that the total number of Cars so accepted shall exceed the number which Lessee is at any one time required to accept pursuant to this paragraph.

SECTION 3. LEASE TERM OF CARS.

The lease term for each Car shall be a fixed term of 10 years commencing on the date when such Car is accepted by Lessee.

SECTION 4. FIXED RENTS AND PAYMENT DATES.

The Lessee agrees to pay as monthly fixed rent for each Car for and during the fixed term the amount of \$325.00 payable on the 20th day of each calendar month during the term of this Lease commencing on the 20th day of the calendar month next succeeding date of delivery. The Lessor agrees to render invoices to the Lessee on or before the 10th day of each month for rentals due under this Section 4.

The fixed rent for the fixed term for each Car specified in this Section shall be subject to the following adjustment:

An increase of ten cents per Car per month for each one cent per hour increase in the hourly rate for labor for repair to freight cars from the present rate of ten dollars and seven cents per hour specified in the issue of Interchange Rules of the Association of American Railroads effective August 1, 1971, Job Code 4450, except that no increase in the fixed rent will be permitted while the mileage allowance for such Cars remains at five and five tenths cents per mile operated and shall in all events be limited as follows:

<u>If Mileage Allowance is:</u>	<u>Monthly Rental Rates May Be Increased by as Much as:</u>
\$.060	\$ 5.00
.065	10.00
.070	15.00
.075	20.00
.080	25.00
.085	30.00
.090	35.00
.095	40.00
.100	45.00

To the extent that further Supplements or re-issues of said Interchange Rules quote said labor rate under any other code or reference, the labor rate quoted under such other code or reference will apply. Said adjustment is to become effective upon the first day of the calendar month following the effective date, specified by said Association, of any increase in said hourly labor rate.

All fixed rents remaining due and unpaid more than 10 days after the due date thereof as provided for herein shall bear interest from the due date thereof at the rate of 9% per annum.

SECTION 5. ADDITIONAL SUMS PAYABLE BY LESSEE.

In addition to the fixed rents payable by the Lessee under Section 4 hereof, Lessee agrees to pay sums sufficient to pay and discharge the following items when and as the same shall become due and payable:

(a) All amounts required to be paid by the Lessee in order to comply fully with the provisions of Sections 9, 13 and 14 hereof.

(b) Any sum for which Lessor might become liable because the use of the Cars was such that their mileage under load was not equal to their mileage empty upon each railroad over which the Cars moved. Said sum is to be determined at the rate established by the tariff of the railroad upon which such excess empty mileage shall occur. Any notice received by Lessor of sums payable to any railroad under the provisions of this subsection shall be promptly forwarded by Lessor to Lessee.

SECTION 6. PLACE OF PAYMENT OF RENTS.

All payments of fixed rents shall be made to the Lessor at its office in Chicago, Illinois, or at such other place as Lessor or its assigns may direct in writing. Sums payable by the Lessee under Section 5 hereof shall be paid at said place only to the extent that payments thereof are not being or have not been made by the Lessee directly and are instead being paid to the Lessor by way of reimbursement for or to provide the Lessor with funds necessary to pay the amounts called for by said Section 5.

SECTION 7. PAYMENT OF TAXES.

The Lessor agrees to pay sums sufficient to pay and discharge any and all taxes, assessments and other governmental charges whatsoever imposed upon the interest of the Lessee in the Cars or upon the Lessee's use or operation thereof or the Lessee's mileage earnings arising therefrom. The Lessee shall not voluntarily pay any such tax, assessment or other governmental charge without first consulting with the Lessor and affording the Lessor the opportunity to contest, in good faith by appropriate legal or administrative proceedings, the validity or amount thereof, unless thereby in the judgment of the Lessee the right or interest of the Lessee in such Cars would be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Lessor will either make such reports in such manner as to show the ownership of such Cars by Lessor or will notify the Lessee of such requirement and will make such report in such manner as shall be satisfactory to the Lessee.

SECTION 8. MILEAGE PAYMENTS.

The Lessor shall collect all mileage allowances, rentals and/or other compensation payable by carriers by reason of the use of Cars at any time and from time to time leased hereunder (such allowances, rentals or other compensation being herein called "Mileage") and in connection therewith, Lessee agrees to report to Lessor movements of Cars giving therein the date, destination and routing of Cars loaded or empty, together with all information which Lessee may receive from carriers or from any other source.

It is intended that Lessee (unless an event of default specified in Section 16 hereof shall have occurred and be continuing) shall be entitled insofar as applicable law and regulations allow (but in no event in excess of the fixed rents payable hereunder) to all Mileage. Lessor agrees that it will either (i) remit such Mileage to the Lessee, or (ii) apply such Mileage as a credit against fixed rents thereafter due and payable under the provisions of Section 4 hereof. In determining the maximum Mileage payment or credit to which the Lessee is at any time entitled under this Section 8, the rents accruing under Section 4 and Mileage paid or credited under this Section 8 will be computed and compared each month. All Mileage collected by the Lessor will be paid or credited to Lessee until the accumulated Mileage payments or credits have equalled the accumulated rents which have accrued under Section 4. Thereafter Lessor will retain any Mileage collected from carriers which exceeds accumulated rents accruing under Section 4 and will pay or credit such surplus Mileage against subsequent rentals not theretofore offset with current Mileage receipts; provided, however, that all Mileage not paid to the Lessee or credited against rents under the preceding provisions of this Section by the end of the term of this Lease shall be retained by the Lessor as its sole property.

SECTION 9. REPAIR AND MAINTENANCE.

The Lessor agrees to maintain and keep all of the Cars subject to this Lease in good order and repair and in satisfactory condition for interchange in accordance with the Interchange Rules of the Association of American Railroads; provided, however, that the Lessee shall, at its sole cost and expense, maintain and repair (and provide for the maintenance and repair of) any lettering boards, signs or similar attachments installed on or applied to the Cars at the request of Lessee. Except to the extent and under the circumstances set forth in the proviso to the preceding sentence, the Lessee shall not make any repairs to the Cars without the prior written consent of the Lessor, and in the event the Lessee makes any repairs to any Car, whether with or without the consent of the Lessor, the Lessor shall only be liable to pay or reimburse the Lessee for such repairs at the rate specified therefor in the issue of the Association of American Railroads Interchange Rules in effect at the time such repairs are made.

In the event any Car is damaged while on the private tracks of the Lessee, or on any private track other than the private tracks of the Lessor or any private tracks to which Lessor may have caused any Car to be moved, or in the event any Car is damaged in any manner whatsoever by any commodity which may be transported or stored in said Car by Lessee, such repairs, renewals or replacements as may be necessary to place the Car in good order and repair (ordinary wear and tear excepted) shall be at the sole cost and expense of the Lessee.

In the event that any Car is damaged by casualty (but not irreparably damaged) or requires repairs during the fixed term of lease in respect thereof (which repair, renewal or replacement is not the obligation of or being undertaken by the Lessee pursuant to the terms hereof) and remains in bad order and unfit for service for more than 10 days after notice of such damage or need for repair has been given by the Lessee to Lessor, then the fixed rentals hereinbefore provided for in respect of such Car, computed on a daily basis, shall abate from and after the end of said 10 day period and until the date on which such Car is restored to Lessee's service.

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It is understood and agreed that in the event any claim or settlement recovered by the Lessor under the Interchange Rules of the Association of American Railroads on account of any casualty referred to in this Section 9 or in Section 10 includes an amount in settlement for damaged or destroyed containers which are subject to a lease between the Lessor and the Lessee, such amount shall be paid over and released to the Lessee.

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SECTION 10. LOSS, THEFT, IRREPARABLE DAMAGE OR DESTRUCTION OF CARS.

In the event of any loss, theft or destruction of or irreparable damage to any Car, the term of the lease in respect of such Car shall terminate as of the date of such loss, theft, destruction or irreparable damage and, except as otherwise provided in the next paragraph of this Section, no further fixed rent shall accrue for the Car. Appropriate additional billing or credit will be rendered so that Lessee's rental obligation will run to but not beyond the date of such loss, theft or destruction or irreparable damage to any Car. The Lessor shall be the sole party entitled to the proceeds of any sale or other disposition of the destroyed or damaged Car and any claim for damages or settlement provided for by the Interchange Rules of the Association of American Railroads.

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In the event the loss, theft, destruction or irreparable damage occurs while a Car is on the private tracks of the Lessee or any private track other than the private tracks of the Lessor or any private tracks to which Lessor may have caused the Car to be moved, or has been caused by a commodity which has been transported or stored in the Car by Lessee, the Lessee agrees that within 10 days after the date of such loss or damage it will pay to the Lessor an amount equal to the settlement provided for by the Interchange Rules of the Association of American Railroads had such loss or damage occurred on the lines of a railroad carrier.

The Lessor shall have the right but shall not be obligated to replace any Car which has been lost, stolen, destroyed or irreparably damaged with another railroad car of the same type and capacity. Any such replacement shall be leased on the same terms and conditions and for the same fixed rents as, and for the unexpired lease term in respect of, the Car which it replaces.

SECTION 11. OPERATING RULES AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations and requirements, and with the Interchange Rules of the Association of American Railroads (or any successor thereto) with respect to the use, maintenance and operation of each Car subject to this Lease. In case any equipment or appliance on any Car shall be required to be changed or replaced, or any additional or other equipment or appliance is required to be installed on such Car in order to comply with such laws, regulations, requirements and Rules, the Lessor agrees to make such changes, additions and replacements without cost or expense to the Lessee.

Any parts installed or replacements made upon the Cars pursuant to the provisions of Section 9 or this Section 11 shall be considered accessions to the Cars and title thereto shall be immediately vested in the Lessor.

SECTION 12. OWNERSHIP.

The Lessee acknowledges and agrees that it has not and by the execution hereof it does not have or obtain, and by payments and performance hereunder it does not and will not have or obtain any title to the Cars or any of them at any time subject to this Lease, nor any property right or interest, legal or equitable, therein, except solely as Lessee hereunder and subject to all the terms hereof.

SECTION 13. INDEMNITY.

The Lessee does hereby assume and does hereby agree to indemnify, protect, save and keep harmless the Lessor, its agents and servants, and assigns, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of the use, condition or operation of the Cars or any of them, and by whomsoever used or operated, during the lease term of this Lease in respect of such Car or Cars, unless caused by a defect in the condition of the Car for which Lessor (or any person, firm or corporation selected by Lessor to repair or otherwise service the Cars) is responsible. It is understood, however, that the Lessee shall not be required to pay or discharge any claim or demand referred to in this Section as long as the validity or amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not adversely affect the title of the Lessor to the Cars or any of them. The indemnities and assumptions of liability in this Section contained shall continue in full force and effect notwithstanding the termination of this Lease or any term hereof in respect of any one or more Cars, whether by expiration of time, by operation of law or otherwise. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against, and that the Lessee shall be entitled to control the defense thereof.

SECTION 14. IDENTIFICATION.

At or prior to the time of delivery of each of the Cars by the Lessor to the Lessee, the Lessor shall cause the Car to be stenciled, in accordance with the applicable rules of the Association of American Railroads, bearing the following words in letters not less than one inch in height (with appropriate changes or differences as from time to time may be required by law in order to protect the interest of the Lessor and the interest of any lienholder referred to in Section 14 hereof):

O-T-D Corporation, Owner-Lessor,
and Subject to a Security Interest
Recorded with the I.C.C.

If during the continuance of this Lease as to any Car any such stenciling shall at any time be removed, defaced or destroyed on any such Car, the Lessee shall immediately cause the notice to be restored or replaced. The Lessee shall not allow the name of any person, association or corporation to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, association or corporation other than the Lessor; but the Lessee may letter the Cars with the names or initials or any other insignia customarily used by the Lessee on its railroad cars of the same or a similar type for convenience of identification of the right of the Lessee to use and operate the Cars under this Lease.

The Lessor or its assigns shall have the right, by its authorized representatives, to inspect the Cars, at its own cost and expense, at such time as shall be reasonably necessary to confirm to the Lessor the existence and condition thereof during the continuance of this Lease.

SECTION 15. LIENS AND ASSIGNMENTS.

It is understood and agreed that all rents and other sums due or to become due or at any time owing or payable by the Lessee hereunder have been or may be assigned by Lessor, and that the Cars leased hereunder have been or may be purchased by Lessor under a conditional sale agreement entered into by the Lessor as conditional vendee, or have been or may be mortgaged by the Lessor under a chattel mortgage. In any such event, the right, title and interest of the vendor under any such conditional sale agreement or, as the case may be, the mortgagee under any such chattel mortgage shall by express terms of such conditional sale agreement or, as the case may be, such chattel mortgage, be subject to the right, title and interest of the Lessee in and to the Cars hereunder. In the event an assignment of rents and other sums is made as collateral security for indebtedness of the Lessor then, except as otherwise provided in the third paragraph of Section 9 and the first paragraph

of Section 10 hereof, the right, title and interest of such assignee in and to said rents and other sums and to receive and collect the same shall not be subject to any abatement, defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Lessor hereunder or by reason of any other indebtedness or liability at any time owing by the Lessor to Lessee or for any defects in the Cars. Any such assignee shall be entitled to all the privileges, powers and immunities of the Lessor and may, but shall not be obligated to perform any duty, covenant or condition required to be performed by the Lessor under the terms of this Lease, providing that nothing herein contained shall release the Lessor of its obligations to the Lessee hereunder and the Lessee shall look solely to the Lessor for the performance thereof.

The Lessee agrees that it will not assign, transfer, sublet or lease its rights under this Lease, and will not pledge, mortgage or otherwise encumber, or subject to or permit to exist upon or be subjected to any lien or charge, any right or interest of the Lessee hereunder, except for subleases of any one or more of the Cars to any person or persons, firm or firms, corporation or corporations to the extent that such subleases are in the judgment of the Lessee necessary or appropriate or helpful to the conduct of its ordinary business. No assignment, sublease or interchange entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

SECTION 16. DEFAULTS.

In the event that:

(a) The Lessee shall be in default in the payment of any installment of fixed rent (as defined in Section 4 hereof) and such default shall continue for more than 10 days after written notice from the Lessor to the Lessee of such nonpayment; or

(b) The Lessee shall make or permit any unauthorized assignment or transfer of its right hereunder or in the Cars or any of them, or shall cause or permit any of the Cars to be pledged or held for any debt or obligation owing by Lessee or any other person, or in the event the Lessee shall part with the possession of any of the Cars in a manner or to a person not permitted by the terms hereof, and shall fail or refuse to cause such assignment or transfer or pledge or encumbrance to be cancelled by agreement of all parties having any interest therein and to recover possession of such Car or Cars within 10 days after the Lessor shall have demanded in writing such cancellation and recovery of possession; or

(c) The Lessee shall default in the observance or performance of any other covenant, condition, agreement or provision hereof and such default shall continue for more than 30 days after written notice thereof from the Lessor to the Lessee; or

(d) The Lessee shall become insolvent or bankrupt or admit in writing its inability to pay its debts as they mature or shall make an assignment for the benefit of its creditors; or

(e) Bankruptcy, reorganization, arrangement or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against the Lessee; or Lessee shall permit or there shall occur any involuntary transfer of its interest hereunder or of all or substantially all of Lessee's property by bankruptcy or by the appointment of a receiver or trustee or by execution or by any judicial or administrative decree or process or otherwise unless in every such case such proceedings (if instituted against the Lessee) shall be dismissed or such assignment, transfer, decree or process shall within 60 days from the filing or other effective date therein be nullified, stayed or otherwise rendered ineffective, or unless any such receiver or trustee shall within 60 days from the date of his appointment adopt and assume this Lease pursuant to due authority of law and of the court appointing him;

then in such case in addition to all rights and remedies now or hereafter provided by law, for the repossession of the Cars and for the recovery of damages occasioned by Lessee's default, Lessor shall have the following rights and remedies, all of which shall be cumulative. Lessor, at its option may:

A. Proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

B. By notice in writing to the Lessee, terminate this Lease and/or the Lessee's right of possession hereunder as to all or any part of the equipment leased hereunder whereupon all right, title and interest of the Lessee to or in the use of such equipment shall terminate, and the Lessor may, directly or by its agent, enter upon the premises of the Lessee or other premises where the equipment may be located and take possession thereof (any damages occasioned by such taking of possession being hereby expressly waived by the Lessee). The Lessor, shall, nevertheless, have a

right to recover from the Lessee any and all amounts which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such accrued number of days in such full rental period and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (a) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Car, which represents the excess of the present worth, at the time of such termination, of all rentals for such Car which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease over the then present worth of the then fair rental value of such Car for such period computed by discounting from the end of such term to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Car during such period, such present worth to be computed in each case on a basis of a 6% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (b) any damages and expenses, including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payment of rental.

In the event any Cars are to be surrendered to the Lessor pursuant to any of the foregoing provisions of Section 16, and the Lessor shall not otherwise elect by written instrument delivered to the Lessee, the Lessee shall forthwith deliver possession of the Cars to the Lessor in good order and repair, ordinary wear and tear excepted; subject, however, to any condition which Lessee is not under an obligation hereunder to repair. For the purpose of delivering possession of any Cars to the Lessor as above required, the Lessee shall, at its own cost and expense, forthwith:

(a) assemble such Cars and place them upon storage tracks at Chicago, Illinois (or such other place or places as parties hereto shall agree in writing):

(b) provide storage at the risk of the Lessor for such Cars on such tracks for a period of 100 days after written notice to the Lessor specifying the place of storage and the Car numbers of the Cars so stored; and

(c) cause the same or any thereof to be transported, at any time within such 100 day period, to any place or places on lines of a railroad within a 25 mile radius of such storage tracks, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Cars as hereinabove provided are of the essence of this Lease, and upon application to any court of equity having a jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the railroad Cars.

Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 16, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority at any time while the Lessee is obligated to deliver possession of any Car to the Lessor to demand and take possession of such Car in the name and on behalf of the Lessee from whomsoever shall at the time be in possession of such Car.

The failure of the Lessor to exercise the rights granted hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

The remedies herein provided in favor of the Lessor in the event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

SECTION 17. SURRENDER OF THE CARS.

Within 90 days after the expiration of the lease term in respect of any Car or Cars, the Lessee shall surrender possession of such Car or Cars to the Lessor at Houston or Beaumont, Texas, (or at such other place or places as the parties hereto may agree in writing) in good order and repair, ordinary wear and tear excepted; subject, however, to any condition which Lessee is not under obligation hereunder to repair. Lessee shall, at its own expense, provide storage for a period of 30 days for such Cars and Lessor agrees to accept re-delivery thereof at such place or places and within said 30 day period.

SECTION 18. NOTICES.

Any notice from one party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States certified mail, postage prepaid, addressed as follows:

If to Lessor: O-T-D Corporation
141 West Jackson Boulevard
Chicago, Illinois 60604

If to Lessee: The Goodyear Tire and Rubber Company
Akron, Ohio 44316
Attn: Office of the Secretary
(For Invoices: Attn: Accounts Payable
Department)

Either Lessor or the Lessee may at any time change such address by delivering or mailing as aforesaid 10 days' prior written notice of such change in address.

SECTION 19. ANNUAL REPORTS.

Lessee agrees to maintain a standard and modern system of accounting in accordance with generally accepted principles of accounting, and will furnish the Lessor and any assignee referred to in Section 15 hereof as soon as available and in any event within 90 days after the close of each fiscal year of the Lessee, an annual report in the form furnished to shareholders certified by an independent public accountant or firm of independent public accountants of recognized standing covering the operations of the Lessee for such fiscal year and containing a balance sheet as at the end of such year and statements of income and earned surplus for such year, each on a comparative basis with corresponding statements for the preceding fiscal year.

SECTION 20. BINDING EFFECT.

This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

SECTION 21. SEVERABILITY.

Any provision of this Lease prohibited by law shall be ineffective to the extent of such provision without invalidating the remaining provisions hereof.

SECTION 22. LESSEE'S RIGHT TO POSSESSION AND USE.

Anything to the contrary herein contained notwithstanding, the Lessee's right to possession and use of the equipment shall not be interfered with by the Lessor, its successors or assigns, as long as the Lessee performs all of its obligations hereunder.

SECTION 23. LAW GOVERNING.

This Lease shall be construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

SECTION 24. EXECUTION IN COUNTERPARTS.

This Lease may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract. The Lessor and the Lessee agree to execute, acknowledge and deliver such further counterparts hereof as may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof in any public office of the United States or of any state or of any political or governmental subdivision of any state, and the Lessor agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of the Lessor or the Lessee in effecting such filing or recording.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be affixed and attested, all as of the day and year first above written.

O-T-D CORPORATION

By Paul E. Ols
Its President

(Corporate Seal)

Attest:

David Hasenmeyer
Secretary

THE GOODYEAR TIRE AND RUBBER COMPANY

By [Signature]
Its Vice President

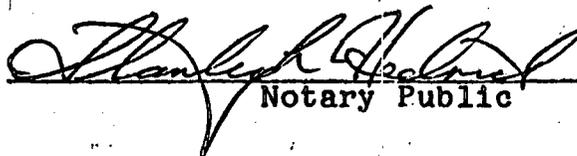
(Corporate Seal)

Attest:

John Davis
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 22nd day of February, 1973 before me personally appeared Paul E. Coler to me personally known, who, being by me duly sworn, says that he is the President of O-T-D CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

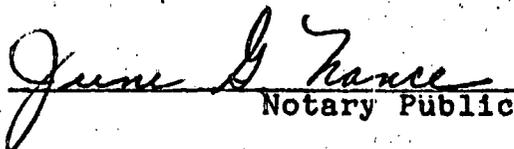

Notary Public

(Notarial Seal)

My commission expires:

STATE OF Ohio)
) SS
COUNTY OF Summit)

On this 20th day of January, 1972 before me personally appeared V. L. Peterson, to me personally known, who being by me duly sworn, says that he is the Vice President of THE GOODYEAR TIRE AND RUBBER 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(Notarial Seal)

My commission expires:

June 20, 1973.

CERTIFICATE OF ACCEPTANCE UNDER
RAILROAD EQUIPMENT LEASE

To: O-T-D Corporation, as Lessor under Railroad Equipment
Lease dated as of November 1, 1971 ("Lessor");

I, a duly appointed inspector and authorized representative of THE GOODYEAR TIRE AND RUBBER COMPANY ("Lessee") do hereby certify that I have received, inspected, approved and accepted delivery, on behalf of the Lessee under the Railroad Equipment Lease dated as of November 1, 1971 between the Lessor and the Lessee, of the following railroad cars ("Cars"):

TYPE OF CARS:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF CARS:

NUMBERED:

I do further certify that the foregoing Cars are in good order and condition, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked in contrasting colors upon each side of each Car the following legend in letters not less than one inch in height:

O-T-D Corporation, Owner-Lessor,
and Subject to a Security Interest
Recorded with the I.C.C.

The execution of this certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Cars for warranties it has made with respect to the Cars.

Inspector and Authorized
Representative of Lessee

EXHIBIT A
(to Railroad Equipment Lease)

Page 17
page 2 of warrant

(A) denotes deletion
red underline denotes changes

EQUIPMENT LEASE
Dated as of November 1, 1971

Between

O-T-D CORPORATION
(the "Lessor")

and

THE GOODYEAR TIRE AND RUBBER COMPANY
(the "Lessee")

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Exhibit B-----	Termination Values Payable on Rental Payment Dates Pursuant to Section 10 of Equipment Lease	
Exhibit C-----	Statement of Warranty	
Exhibit D-----	O-T-D Container Specification	

THIS EQUIPMENT LEASE dated as of November 1, 1971 between O-T-D CORPORATION, a Delaware corporation (the "Lessor") and THE GOODYEAR TIRE AND RUBBER COMPANY, an Ohio corporation (the "Lessee"),

W I T N E S S E T H:

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the Lessor and the Lessee do hereby agree as follows:

SECTION 1. DESCRIPTION OF LEASED PROPERTY.

The equipment leased under this agreement is generally described as an O-T-D type SR48B (container) is made primarily of aluminum and is intended for the storage and/or transportation of synthetic rubber. The containers will be constructed in accordance with the specifications referred to in Exhibit D attached hereto ("Specifications"). Each such container consists of a base component (the "Base" or "Bases") and a detachable component comprised of four sides (the "Box" or "Boxes"; each such Box fitted with a removable plastic cover) (each Box and each Base as separate units being hereinafter sometimes individually called "unit of equipment" and the Bases and Boxes being hereinafter sometimes collectively called the "equipment"). Each Box and each Base shall be identified by a separate serial number appearing thereon.

The Lessor does hereby lease and let to the Lessee 15,700 Bases and 15,300 Boxes.

Lessor shall cause the units of equipment to be delivered to Lessee at its synthetic rubber manufacturing plants at Houston and Beaumont, Texas, or to any of its tire manufacturing plants, as directed by the Lessee. Each delivery of units of equipment to Houston and Beaumont, Texas, shall be made with freight charges prepaid and shall include equal numbers of Bases and Boxes. Separate Base units will be shipped as directed to Lessee's tire plants F.O.B. Lessor's manufacturing plant, with freight charges to be paid by Lessee. The units of equipment shall be delivered to locations as directed by the Lessee in accordance with the following schedule:

		<u>Bases</u>	<u>Boxes</u>
May,	1972	550	500
June,	1972	850	800
July,	1972	1000	1000
August,	1972	1050	1000
September,	1972	1100	1050
October,	1972	1100	1100
November,	1972	1150	1100
December,	1972	1150	1100
January,	1973	1150	1100
February,	1973	1150	1100
March,	1973	1100	1100
April,	1973	1100	1100
May,	1973	1100	1100
June,	1973	1100	1100
July,	1973	1050	1050

The Lessor shall not be liable to Lessee for any failure or delay in making delivery thereof due to accident, fire, flood, explosion, labor trouble, acts of government, including embargos, priorities and allocations, wars and war conditions, delays of carriers and any other cause or causes (whether or not of the same kind as herein specifically enumerated) beyond the Lessor's reasonable control.

Subject to the provisions set forth in the paragraph immediately following, upon receipt thereof, Lessee will cause each unit of equipment to be inspected by Lessee's authorized representative and if the same is found to be in satisfactory condition, Lessee will accept the same and execute and deliver to Lessor a Certificate of Acceptance in the form attached hereto as Exhibit A and made a part hereof. Each such Certificate of Acceptance shall evidence the place and date of acceptance. The execution by Lessee of such Certificates of Acceptance shall, for all purposes of this Lease, be deemed to be conclusive evidence that the units of equipment described therein have been delivered to and are in the possession of Lessee under and subject to all of the terms of this Lease.

The units of equipment are being leased hereunder in conjunction with certain specially designed railroad cars to be leased by Lessor to Lessee pursuant to a Railroad Equipment Lease dated as of November 1, 1971 between said parties, which railroad cars are designed to transport the units of equipment. In order to facilitate delivery and acceptance hereunder of an appropriate ratio of units of equipment to such railroad cars delivered under said Railroad Equipment Lease, it is hereby agreed that, anything in the preceding paragraph to the contrary notwithstanding, Lessee shall not be required to accept any units of equipment hereunder and to execute a Certificate of Acceptance in respect thereof, if by

such acceptance the total number of units of equipment then and theretofore accepted shall exceed the number of such railroad cars then and theretofore accepted multiplied by 88. In the event Lessee shall reject any units of equipment pursuant to this paragraph, Lessee shall within three business days following such rejection give written notice of such rejection to the Lessor in the manner provided in Section 15(f) hereof, and for a period of ten days following such notice, shall provide adequate storage for such rejected units. The execution of a Certificate of Acceptance in respect of any unit of equipment shall be conclusive evidence that said unit of equipment has been accepted and is subject to the terms and provisions of this Lease, notwithstanding that the total number of units of equipment so accepted shall exceed the number which Lessee is at any one time required to accept pursuant to this paragraph.

*Assign
to
Lessee?*
*Cert. of
Acceptance*

SECTION 2. LEASE TERM.

The lease term for each unit of equipment shall commence on the date of delivery to and acceptance thereof by Lessee and shall continue:

(a) for the fixed initial term of five years following the 20th day of the calendar month following the date of delivery and acceptance of such unit by the Lessee; and

(b) thereafter for the renewal term provided for in the following paragraph, but in any event shall continue until this Lease is terminated as to such unit by the Lessee pursuant to this Section or Section 10 hereof, and the Lessee has otherwise complied with its obligations under this Lease, including without limitation, Sections 3, 10 and 14 hereof.

Unless a default under Section 13 shall have occurred and be continuing or Lessee shall terminate this Lease by notice to Lessor as hereinafter in this Section provided, this Lease shall be automatically renewed and extended beyond the fixed initial term hereof from month to month for the rental provided in Section 3 hereof: provided that the Lessee may terminate the renewal term and all further right of renewal as to all or any of the equipment by not less than 30 days prior written notice to the Lessor.

SECTION 3. FIXED RENTS AND PAYMENT DATES.

Commencing on the 20th day of the first calendar month following the month in which a unit of equipment is delivered to and accepted by Lessee, Lessee agrees to pay to Lessor monthly rentals for such unit of equipment (over and above all other and additional sums to be paid by the Lessee hereinafter set forth) in accordance with the following schedule:

*cash/unit
\$205.00*

<u>Rent Installments</u>	<u>Monthly Rental Per Box</u>	<u>Monthly Rental Per Base</u>	<u>P/A.</u>
1st through 12th	\$3.39	\$2.61 6.00	72.00
13th through 24th	3.25	2.50 5.75	69.00
25th through 36th	3.11	2.39 5.60	67.20
37th through 48th	2.97	2.28 5.25	64.00
49th through 60th	2.82	2.18 5.00	60.00
61st through 72nd	.71	.54 1.25	<u>332.20</u>
73rd through 84th	.56	.44 1.00	
85th through 96th	.42	.33 75	
97th through 108th	.28	.22 50	
109th and all installments thereafter, including all monthly renewal installments	.14	.11 75	

*Amicus
of the firm*

The Lessor agrees to render invoices to Lessee on or before the 10th day of each month for rentals due under this Section 3.

The amount of any installment of fixed rent remaining unpaid more than 10 days after the due date thereof shall bear interest at the rate of 9% per annum from and after the due date of such installment.

SECTION 4. PLACE OF PAYMENT OF RENTS.

All payments of fixed rents shall be made to the Lessor at its office in Chicago, Illinois, or at such other place as Lessor or its assigns may direct in writing. Sums payable by the Lessee under Section 5 or Section 6 hereof shall be paid at said place only to the extent that payments thereof are not being or have not been made by the Lessee directly and are instead being paid to the Lessor by way of reimbursement for or to provide the Lessor with funds necessary to pay the amounts called for by said Section 5 or Section 6.

SECTION 5. TAXES AND MAINTENANCE.

In addition to the fixed rents payable by the Lessee under the provisions of Section 3 hereof:

(a) Taxes. The Lessee agrees to pay any and all taxes, assessments and other governmental charges of whatsoever kind or character and by whomsoever payable on or relating to the equipment leased hereunder and on the ownership, use, shipment, transportation, delivery or operation of the equipment, and all gross receipts and like taxes against the Lessor on or measured by rents payable hereunder. This Section 5(a) shall not be deemed to obligate the Lessee to pay any taxes, fees, assessments and charges which may have been included in the purchase price paid by the Lessor for the equipment, or any income, excess profits or franchise taxes against the Lessor on or measured by rents payable hereunder or the net income therefrom; provided, however, that the Lessee agrees to pay any such tax on or measured by rents payable hereunder or the net income therefrom which is in substitution for or relieves the Lessee from an ad valorem tax on the equipment which the Lessee would otherwise be obligated to pay under the terms of this Section 5(a). The Lessee agrees to comply with all state and local laws requiring the filing of ad valorem tax returns on the equipment. Any statements for such taxes received by the Lessor shall be promptly forwarded to the Lessee by the Lessor. The Lessee shall not be obligated to pay any amount under this Section 5(a) so long as it shall in good faith and by appropriate proceedings contest the validity or the amount thereof unless such contest would subject the equipment to forfeiture or sale.

(b) Maintenance and Servicing. The Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the use and operation of the equipment during the lease term thereof, including but not limited to repairs, maintenance, storage and servicing.

(c) Documentary Taxes. The Lessee agrees to pay all stamp or documentary taxes, state or federal, levied or assessed on this Lease, any lease supplemental hereto or any extension hereof.

SECTION 6. INDEMNITY.

The Lessee hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless the Lessor, its agents and servants and any assigns of the Lessor from and against, any and all losses, damages, injuries, claims, demands and all expenses, legal or otherwise (including court costs and attorneys' fees), of whatsoever kind and nature arising on account of the use, condition (including without limitation latent and other defects and whether or not discoverable by the Lessor) or operation of the equipment, and by whomsoever used or operated, during the continuance of this Lease. The Lessee shall not, however, be required to pay or discharge any claim or demand referred to in this Section 6 so long as the validity or the amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not result in the forfeiture or sale of the equipment. The indemnities and assumptions of liability of this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law or otherwise. The Lessor shall give the Lessee prompt notice of any claim or liability hereby indemnified against and the Lessee shall be entitled to control the defense thereof.

SECTION 7. INSURANCE.

Lessor acknowledges that in view of the provisions herein contained with respect to liability of Lessee for repairs, maintenance, deficiencies and indemnities, Lessee shall not be deemed obligated by the terms hereof to maintain insurance of any kind on any equipment leased hereunder or against any risk arising from the use or condition thereof, excepting only to the extent, if any, that insurance of any kind is required by applicable law, rule or regulation to be maintained by the Lessee because of the use of such equipment.

SECTION 8. RISK OF LOSS, REPAIRS, DAMAGE AND DESTRUCTION.

Lessee shall bear the risk of damage, loss, theft or destruction, partial or complete, of the equipment subject to the terms of this Lease from whatsoever source arising, and any and all replacements, repairs or substitutions of parts of the equipment thereof shall be at the cost and expense of the Lessee and shall constitute accessions to such unit of equipment and title thereto shall vest and remain in the Lessor. Lessee shall at all times,

at its own expense, keep the equipment leased hereunder in good and efficient working order, condition and repair, ordinary wear and tear excepted; provided, however, that Lessee shall not be required to make any repairs or replacements to a particular unit of equipment if Lessee shall elect to terminate the lease term with respect to that unit pursuant to the provisions of Section 10 hereof. The Lessee shall have the right to make such modifications in and alterations of the equipment as it may deem necessary to adapt the equipment to the particular needs of the Lessee.

SECTION 9. USE OF THE EQUIPMENT.

The Lessee agrees that the equipment will be used solely in the conduct of its business and will at all times be and remain in its possession and control within the United States and Canada. The Lessee warrants that the equipment will at all times be used and operated under and in compliance with the laws of the jurisdiction in which such unit may be operated, and in compliance with all lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive or judicial bodies or officers having power to regulate or supervise the use of such property; provided, however, that the Lessee may in good faith contest in any reasonable manner the application of any such rule, regulation or order to the extent that such contest does not result in the forfeiture or sale of any of the equipment. The Lessee agrees that it will not assign, transfer, sublet or lease its rights under this Lease, and will not pledge, mortgage or otherwise encumber, or subject to or permit to exist upon or be subjected to any lien or charge, any right or interest of the Lessee hereunder, except for subleases of any one or more of the units of equipment to any person or persons, firm or firms, corporation or corporations to the extent that such subleases are in the judgment of the Lessee necessary or appropriate or helpful to the conduct of its ordinary business. No such assignment or sublease shall relieve the Lessee of any of its obligations, liabilities or duties hereunder which shall be and remain those of a principal and not a guarantor. The Lessee further agrees that it will keep each unit of equipment free and clear of any and all liens, charges and encumbrances which may be levied against or imposed upon such unit as a result of the failure of the Lessee for any reason to perform or observe any of the covenants and agreements required to be performed or observed by the Lessee hereunder.

*Repair
no minimum*
*Fed
10/17*
*Start
70 hrs*

SECTION 10. LOSS, THEFT OR DESTRUCTION OF EQUIPMENT AND SETTLEMENT THEREFOR.

In the event any unit or units^X of equipment are lost, destroyed or damaged beyond repair, the Lessee shall have the option to terminate this Lease in respect of the lost, destroyed or irreparably damaged units of equipment on the following terms and conditions:

(a) Lessee shall give Lessor written notice of the exercise of its option to terminate this Lease in respect of such unit or units, and on the next monthly rental installment payment date following such notice, shall pay to Lessor in lieu of the rental payment otherwise due on such date, an amount in the case of a Box equal to the termination value for such installment payment date set forth in Exhibit B attached hereto, and an amount in the case of a Base equal to the termination value for such installment payment date set forth in Exhibit B attached hereto.

(b) In the case of all units of equipment for which this Lease is terminated pursuant to this Section due to damage to or destruction of such units, Lessee shall surrender each such unit in such condition as it shall then exist to Lessor in the manner provided in Section 14 hereof.

In connection with terminations and settlements under this Section 10, it is understood and agreed that if at the time of any settlement any overdue installments of rents or interest thereon remains unpaid for the units involved in the settlement, such rents and interest thereon shall also be paid at the time of such settlement.

SECTION 11. OWNERSHIP.

Lessee acknowledges and agrees that it has not, and by the execution hereof it does not and will not have or obtain, any title to the equipment subject to this Lease, nor any property right or interest, legal or equitable, therein, except solely as Lessee hereunder and subject to all the terms hereof.

The Lessor covenants and warrants that prior to or concurrently with the acceptance of each unit of equipment hereunder,

*subject to
Security Interest*

the Lessor will cause each unit of equipment (other than covers) to be plainly, permanently and conspicuously marked by stencilling or by a metal or plastic tag or plate affixed thereto with the following legend in legible letters:

"O-T-D Corporation, Owner-Lessor,
Trustee, Secured Party"

*What should
legend*

The Lessee covenants and agrees to replace any such stencilling, tag or plate which may be removed or destroyed or become illegible. The Lessee shall keep the equipment free from any marking or labelling which might be interpreted as a claim of ownership thereof by the Lessee or any party other than the Lessor or its assigns; provided, however, that the Lessee may cause the equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on transportation equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the equipment under this Lease.

SECTION 12. ASSIGNMENTS BY THE LESSOR.

It is understood and agreed that all rents and other sums due or to become due or at any time owing or payable by the Lessee hereunder have been or may be assigned by Lessor, and that the units of equipment leased hereunder have been or may be purchased by Lessor under a conditional sale agreement entered into by the Lessor as conditional vendee, or have been or may be mortgaged by the Lessor under a chattel mortgage. In any such event, the right, title and interest of the vendor under any such conditional sale agreement or, as the case may be, the mortgagee under any such chattel mortgage shall by express terms of such conditional sale agreement or, as the case may be, such chattel mortgage, be subject to the right, title and interest of the Lessee in and to the units of equipment hereunder. In the event an assignment of rents and other sums is made as collateral security for indebtedness of the Lessor then, except as otherwise provided in Section 10 hereof, the right, title and interest of such assignee in and to said rents and other sums and to receive and collect the same shall not be subject to any abatement, defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Lessor hereunder or by reason of any other indebtedness or liability at any time owing by the Lessor to Lessee or for any defects in the units of equipment. Any such assignee shall be entitled to all the privileges powers and immunities of the Lessor and may, but shall not be obligated to perform any duty, covenant or condition required to be performed

?
*loss of
damages*

*nothing
included?*

by the Lessor under the terms of this Lease, providing that nothing herein contained shall release the Lessor of its obligations to the Lessee hereunder and the Lessee shall look solely to the Lessor for the performance thereof.

SECTION 13. DEFAULTS.

In the event that:

(a) The Lessee shall be in default in the payment of any installment of fixed rent (as defined in Section 3 hereof) and such default shall continue for more than 10 days after written notice from Lessor to the Lessee of such nonpayment; or

(b) The Lessee shall make or permit any unauthorized assignment or transfer of its right hereunder or in the equipment or any unit of equipment, or shall cause or permit any of the equipment to be pledged or held for any debt or obligation owing by Lessee or any other person, or in the event the Lessee shall part with the possession of any of the equipment in a manner or to a person not permitted by the terms hereof, and shall fail or refuse to cause such assignment or transfer or pledge or encumbrance to be cancelled by agreement of all parties having any interest therein and to recover possession of such equipment or unit of equipment within 10 days after the Lessor shall have demanded in writing such cancellation and recovery of possession; or

(c) The Lease shall default in the observance or performance of any other covenant, condition, agreement or provision hereof and such default shall continue for more than 30 days after written notice thereof from the Lessor to the Lessee; or

(d) The Lessee shall become insolvent or bankrupt or admit in writing its inability to pay its debts as they mature or shall make an assignment for the benefit of its creditors; or

(e) Bankruptcy, reorganization, arrangement or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against Lessee; or Lessee shall permit or there shall occur any involuntary transfer of its interest hereunder or of all

or substantially all of Lessee's property by bankruptcy or by the appointment of a receiver or trustee or by execution or by any judicial or administrative decree or process or otherwise unless in every such case such proceedings (if instituted against the Lessee) shall be dismissed or such assignment, transfer, decree or process shall within 60 days from the filing or other effective date therein be nullified, stayed or otherwise rendered ineffective, or unless any such receiver or trustee shall within 60 days from the date of his appointment adopt and assume this Lease pursuant to due authority of law and of the court appointing him;

then in such case in addition to all rights and remedies now or hereafter provided by law, for the repossession of the equipment and for the recovery of damages occasioned by Lessee's default, Lessor shall have the following rights and remedies, all of which shall be cumulative. Lessor, at its option, may:

A. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

B. By notice in writing to the Lessee, terminate this Lease and/or the Lessee's right of possession hereunder as to all or any part of the equipment leased hereunder whereupon all right, title and interest of the Lessee to or in the use of such equipment shall terminate, and the Lessor may, directly or by its agent, enter upon the premises of the Lessee or other premises where the equipment may be located and take possession thereof (any damages occasioned by such taking of possession being hereby expressly waived by the Lessee). In the event of any such termination (i) the Lessor shall be entitled to retain all rents and additional sums paid by the Lessee hereunder in respect of all equipment theretofore paid or received by the Lessor, including any such then in its possession which, had this Lease not been declared in default, would otherwise be payable to the Lessee hereunder, (ii) the Lessor may recover from the Lessee all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination and (iii) the Lessor may recover from the Lessee as liquidated damages, but not as penalty, an aggregate

sum, which at the time of such termination represents the excess, if any, of the then present value of the aggregate fair rental value of the equipment for the balance of the term, such present worth to be computed in each case on the basis of 6% per annum discount from the respective dates upon which such rents would have been payable hereunder had this Lease not been terminated. In addition to the foregoing the Lessor shall be entitled to recover from the Lessee any and all damages which the Lessee shall sustain by reason of the occurrence of any such event of default, together with a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith.

Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 13, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority at any time while the Lessee is obligated to deliver possession of any unit of equipment to the Lessor to demand and take possession of such unit of equipment in the name and on behalf of the Lessee from whomsoever shall at the time be in possession of such unit of equipment.

The failure of the Lessor to exercise the rights granted hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

The remedies herein provided in favor of the Lessor in the event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

SECTION 14. SURRENDER OF THE EQUIPMENT.

Within 90 days after the expiration of the lease term in respect of any unit of equipment, the Lessee shall surrender possession of such unit of equipment to the Lessor at Houston or Beaumont, Texas, (or at such other place or places as the parties hereto may agree in writing). Lessee shall, at its own expense, provide storage for a period of 30 days for such equipment and Lessor agrees to accept redelivery thereof at such place or places and within said 30 day period.

SECTION 15. MISCELLANEOUS.

(a) Lessee agrees to maintain a standard and modern system of accounting in accordance with generally accepted principles of accounting, and will furnish the Lessor and any assignee referred to in Section 12 hereof as soon as available and in any event within 90 days after the close of each fiscal year of such Lessee, an annual report in the form furnished to shareholders certified by an independent public accountant or firm of independent public accountants of recognized standing covering the operations of such Lessee for such fiscal year and containing a balance sheet as at the end of such year and statements of income and earned surplus for such year, each on a comparative basis with corresponding statements for the preceding fiscal year.

(b) Any provision of this Lease prohibited by law shall be ineffective to the extent of such provision without invalidating the remaining provisions hereof.

(c) The Lessee acknowledges and agrees (i) that the equipment is of a size, design, capacity and manufacture selected by the Lessee, (ii) that Lessee is satisfied that the same is suitable for its purposes, and (iii) THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OR COVENANT WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION OR WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT THERETO, EXCEPT AS SET FORTH IN THE STATEMENT OF WARRANTY EXPRESSED IN EXHIBIT C HERETO.

(d) The Lessor shall have the right to inspect the equipment at any reasonable time or times during the ~~continuance~~ of this Lease and for this purpose to enter upon any building or place where the equipment is located. The Lessee shall furnish to Lessor such information and data as the Lessor may from time to time reasonably request as to location and the existence and status of any claims for damages (whether against the equipment or against the Lessor or the Lessee) arising out of the use, operation or condition of the equipment, the taxes of the nature provided to be paid by the Lessee under the provisions of paragraph (a) of Section 5 which have been assessed and the amount of such taxes paid, and such other data pertinent to the

equipment and the condition, use and operation thereof as the Lessor may from time to time reasonably request. Without limiting the foregoing the Lessee agrees that without any such request, it will furnish the Lessor with prompt written notice of any material damage, loss, theft or destruction, partial or complete, of any of the Equipment.

(e) If the Lessee shall fail to comply with the covenants herein contained with respect to the payment of taxes, assessments and other charges or keeping the equipment in repair and free of liens, charges and encumbrances, the Lessor may, but shall not be obligated to make advances to perform the same and all sums so advanced shall be repayable to the Lessor upon demand as so much additional rent, with simple interest at the rate of 9% per annum after demand. No such advance shall be deemed to relieve the Lessee from any default hereunder.

(f) Any notice from one party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States certified mail, postage prepaid, addressed as follows:

If to Lessor: O-T-D Corporation
141 West Jackson Boulevard
Chicago, Illinois 60604

If to Lessee: The Goodyear Tire and Rubber Company
Akron, Ohio 44316
Attn: Office of the Secretary
(For Invoices: Attn: Accounts
Payable Department)

Either Lessor or the Lessee may at any time change such address by delivering or mailing as aforesaid 10 days prior written notice of such change in address.

(g) Anything to the contrary contained notwithstanding the Lessee's right to possession and use of the equipment shall not be interfered with by the Lessor, its successors or assigns, as long as the Lessee performs all of its obligations hereunder.

(h) This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

(i) This Lease may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract. The Lessor and the Lessee agree to execute, acknowledge and deliver such further counterparts hereof or financing statements as may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof or a financing statement in connection herewith in any public office of the United States or of any state or of any political or governmental subdivision of any state, and the Lessor agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of the Lessor or the Lessee in effecting such filing or recording.

(j) This Lease shall be construed in accordance with the laws of Illinois: provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be affixed and attested, all as of the day and year first above written.

O-T-D CORPORATION

By _____
Its _____ President

(Corporate Seal)

Attest:

Secretary

THE GOODYEAR TIRE AND RUBBER
COMPANY

By _____
Its _____ President

(Corporate Seal)

Attest:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 197__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ President of O-T-D CORPORATION, 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

My commission expires:

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 197__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of THE GOODYEAR TIRE AND RUBBER COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

that said instrument was signed and sealed on behalf of said corporation

Notary Public

(Notarial Seal)

My commission expires:

**CERTIFICATE OF ACCEPTANCE
UNDER EQUIPMENT LEASE**

To: O-T-D CORPORATION ("Lessor")

I, a duly appointed inspector and authorized representative of THE GOODYEAR TIRE AND RUBBER COMPANY ("Lessee"), do hereby certify that I have received, inspected, approved and accepted delivery on behalf of the Lessee under the Equipment Lease dated as of November 1, 1971 between the Lessor and the Lessee, of the following units of equipment ("equipment"):

TYPE OF EQUIPMENT: O-T-D ALUMINUM CONTAINERS TYPE SR48B

PLACE AT WHICH ACCEPTED: _____

DATE ACCEPTED: _____

NUMBER OF BOXES: _____

Serial Numbers are listed on the reverse hereof.

NUMBER OF BASES: _____

Serial Numbers are listed on the reverse hereof.

I do further certify that the foregoing equipment is in good order and condition, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked upon one side of each of the bases and boxes the following legend in legible letters:

"O-T-D Corporation, Owner-Lessor,

Trustee, Secured Party"

Inspector and Authorized Representative
of Lessee

EXHIBIT A
(to Equipment Lease)

**TERMINATION VALUES PAYABLE ON
RENTAL PAYMENT DATES PURSUANT
TO SECTION 10 OF EQUIPMENT LEASE**

<u>If After Rental Payment</u>		<u>Settlement Value Shall Be</u>		<u>If After Rental Payment</u>		<u>Settlement Value Shall Be</u>	
		<u>Base</u>	<u>Box</u>			<u>Base</u>	<u>Box</u>
No.	1	\$114.58	\$148.83	No.	19	\$84.52	\$109.79
	2	113.01	146.79		20	82.74	107.47
	3	111.43	144.73		21	80.94	105.13
	4	109.84	142.66		22	79.14	102.78
	5	108.23	140.58		23	77.31	100.42
	6	106.62	138.48		24	75.47	98.03
	7	104.99	136.36		25	73.62	95.63
	8	103.35	134.23		26	71.76	93.21
	9	101.70	132.10		27	69.89	90.77
	10	100.03	129.93		28	67.70	88.32
	11	98.35	127.75		29	66.10	85.85
	12	96.67	125.56		30	64.18	83.37
	13	94.97	123.36		31	62.25	80.86
	14	93.26	121.13		32	60.31	78.34
	15	91.54	118.89		33	58.36	75.79
	16	89.80	116.64		34	56.39	73.24
	17	88.06	114.37		35	54.41	70.66
	18	86.30	112.08		36	52.40	68.07

EXHIBIT B

<u>If After Rental Payment</u>		<u>Settlement Value Shall Be</u>		<u>If After Rental Payment</u>		<u>Settlement Value Shall Be</u>	
No.		<u>Base</u>	<u>Box</u>	No.		<u>Base</u>	<u>Box</u>
37		\$50.39	\$65.46	51		\$20.68	\$26.86
38		48.37	62.82	52		18.44	23.96
39		46.33	60.17	53		16.19	21.03
40		44.27	57.51	54		13.92	18.09
41		42.20	54.82	55		11.64	15.12
42		40.12	52.10	56		9.34	12.13
43		38.04	49.40	57		7.02	9.12
44		35.90	46.64	58		4.69	6.09
45		33.78	43.87	59		2.34	3.03
46		31.63	41.09	60		- 0 -	- 0 -
47		29.47	38.28				
48		27.30	35.46				
49		24.89	32.33				
50		22.90	29.75				

EXCLUSIVE STATEMENT OF WARRANTY OF O-T-D
CORPORATION ("LESSOR") TO THE GOODYEAR
TIRE AND RUBBER COMPANY ("LESSEE") RELATING
TO EQUIPMENT MANUFACTURED BY LESSOR AND
LEASED UNDER EQUIPMENT LEASE DATED AS OF
NOVEMBER 1, 1971 BETWEEN LESSOR AND
LESSEE ("EQUIPMENT")

Lessor represents, warrants and agrees:

(1) That the units of equipment will be free from defects in workmanship and material.

(2) That the units of equipment are suitable for the storage and transportation of synthetic rubber when used in connection with approved lift truck, conveyor and other in-plant handling equipment and when transported on OTDX Container Cars.

(3) That the units of equipment will continue to be suitable and fit for the aforesaid purpose and may be used for such purpose for a period of 5 years after the date of the delivery thereof to Lessee.

Lessor agrees that in the event any of the units of equipment or parts thereof shall become unfit for use for said purpose at any time during said period of 5 years, Lessor shall, upon receipt of written notice of such unfitness from Lessee, at the option of the Lessor:

(a) Repair said units or parts and return them to service; or

(b) Replace said units or parts promptly with new units or parts without charge; or

(c) Replace said units or parts promptly with equivalent used units or parts suitable for the purposes of the Lease and this Statement of Warranty;

provided, however, that Lessor shall be excused from the performance of such obligations if such units or parts shall become unfit for use for any of said reasons:

EXHIBIT C

(i) For any cause beyond Lessor's reasonable control and not due to Lessor's own fault or negligence, including but not limited to fire, insurrection, invasion, strike and acts of God, or

(ii) By reason of abuse or misuse or if a unit or part of unit has been damaged in any way by rough or improper handling or by accident.

Any such notice given by Lessee to Lessor shall designate the location of each unit or part, the identification number and the condition of the unit or part and the place at which repair or replacement is to be made, and Lessor shall within 20 days after receipt of such notice examine said unit or part and arrange for shipment thereof to its plant or such other disposal as it deems appropriate. If Lessor shall elect to return said unit or part to its plant, then within 10 days after receipt of such unit or part at its plant, Lessor shall ship to Lessee without charge, to the place designated in such notice, the repaired unit or part or a replacement unit or part. If Lessor shall elect not to return said unit or part to its plant, it shall within 10 days after such examination ship Lessee a replacement unit or part. If in the judgment of Lessor, either upon such examination or after receipt of a unit or part at its plant, no liability exists on Lessor's part under this warranty, then within 10 days after such determination Lessor shall notify Lessee in writing of such disclaimer of liability setting forth in said notice the reason therefor.

All units or parts which shall fall under the terms of this warranty, including those repaired and returned to service, shall remain the property of the Lessor free of all rights of the Lessee under the terms of the Lease.

The Lessor makes no warranty, expressed or implied, other than the warranties herein set forth, and the liability of the Lessor for breach of any warranty hereby made shall be limited to those assumed by the terms hereof.

The Lessor shall in no event be responsible for contingent liability resulting from the use of the equipment, including damage to property or injury to any person or degradation to any material placed or transported in the equipment.

O-T-D CONTAINER SPECIFICATION (TYPE SR48B)

The O-T-D container designed to carry 48 bales of synthetic rubber is made primarily of articulated aluminum extrusions which are assembled in final form partially by welding and partially by appropriate fasteners. Extrusions may be of the design shown in the accompanying drawings, or may be of other designs equally effective for the purpose intended. The sides and ends of the upper or box portion of the container are fabricated as almost flat panels and can be disassembled for replacement of any heavily damaged part. Dimensional control permits bases and boxes to be interchanged. Assembled bases and boxes interlock when stacked. Stacks of bases also interlock.

Materials:

Upper Assembly (Box)

- Panels - Aluminum Extrusions
- Corner Posts - Aluminum Extrusions
- Locator Pins - Aluminum Forgings or Castings

Lower Assembly (Base)

- Floor - Aluminum Extrusions
- Perimeter Members - Aluminum Extrusions
- Corners and Feet - Aluminum Extrusions
- Sole Plate - Aluminum Forgings or Castings
- Locator Pins - Aluminum Forgings or Castings

Fastners

- Rivets, Huck Bolts, Screws (Aluminum or cadmium plated steel)

Cover

- Vacuum formed high density polyethylene - color black (Inhibited against ultraviolet deterioration)

Dimensions & Weight:

	<u>Outside</u>	<u>Inside</u>
Length	60.0"	57.0"
Width	47.5"	43.5"
Height (top of locator pin)	61.375"	55.5" (top of box portion)

Stacked Height (two high): 10 ft. 1/4 in. (top of locator pins)

Weight Empty: 350 lbs. (including cover)

EXHIBIT D

Capacity:

48 Bales
3888 Pounds
79.6 cubic feet

Assembly (Joining Method):

Welding: MIG semi-automatic machine welds

Fastening: Riveting & Bolting

REQUEST FOR ADVANCE

The undersigned, in accordance with the terms of a Note and Security Agreement dated _____, 1973, hereby requests an advance in the sum of \$_____ and pursuant thereto grants a security interest in the following items of collateral:

DESCRIPTION

NUMBER

ADVANCE REQUESTED

Payments will commence on the ____ day of _____, 19____ and continue in the amounts and in accordance with the terms of the aforesaid Note, Loan and Security Agreement. The undersigned warrants that the above described equipment has been delivered to and accepted by Goodyear Tire & Rubber Company, as lessee, as evidenced by Certificates of Acceptance herewith delivered to you.

OTD CORPORATION

By: _____

Exhibit F to Loan, Note and Security Agreement dated as of SEPT. 22, 1972.

Equipment Lease dated as of November 1, 1971.

O-T-D type SR48B containers made primarily of aluminum; intended for the storage and/or transportation of synthetic rubber; each container weighing approximately 350 lbs. (including cover); each container being approximately 60.0" x 47.5" x 61.375" in dimensions; each container to consist of a base component and a box component; the number of bases to be 15,700 and the number of boxes to be 15,300.

Railroad Equipment Lease dated as of
November 1, 1971.

175 OTDX 6000 series container cars bearing the identifying symbol OTDX and car numbers 6000 to 6174, inclusive.