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INTERSTATE COMMERCE COMMISSION

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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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:

		Bases	Boxes
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.

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:

Rent Installments	Monthly Rental Per Box	Monthly Rental Per Base
1st through 12th	$3.39	$2.61
13th through 24th	3.25	2.50
25th through 36th	3.11	2.39
37th through 48th	2.97	2.28
49th through 60th	2.82	2.18
61st through 72nd	.71	.54
73rd through 84th	.56	.44
85th through 96th	.42	.33
97th through 108th	.28	.22
109th and all installments thereafter, including all monthly renewal installments	.14	.11

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.

Lessee pays

(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.

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

In the event any unit or units 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,

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"

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

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 Paul E. Ogle
Its President

(Corporate Seal)

Attest:
Doris Haessemeyer
Secretary

THE GOODYEAR TIRE AND RUBBER COMPANY

By _____

Its Vice President

(Corporate Seal)

Attest:

_____

Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 22nd day of February, 1972, before me personally appeared Paul E. Egle, 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.

Stanley L. Hedlund
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 D. L. Petersen, 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.

June G. Rance
Notary Public

(Notarial Seal)

My commission expires:
June 20, 1973

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

If After Rental Payment	Settlement Value Shall Be		If After Rental Payment	Settlement Value Shall Be	
	Base	Box		Base	Box
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

If After Rental Payment		Settlement Value Shall Be		If After Rental Payment		Settlement Value Shall Be	
		Base	Box			Base	Box
No.	37	$50.39	$65.46	No.	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 fail 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:

	Outside	Inside
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

STATE OF ILLINOIS)
)
COUNTY OF COOK)

MURRAY WESTLER, a Notary Public, in and for the county and state aforesaid, does hereby certify that he has compared the copy of the written Lease with the original document and that it is a true and correct copy in all respects, including dates, signatures and acknowledgements.

Murray Westler
53 W. Jackson Blvd.
Chicago, Ill. 60604

My commission expires:

3-30-95

A S S I G N M E N T

Dated at Chicago, Illinois
this 22ND day of SEPTEMBER,
1972.

FOR VALUE RECEIVED, the within lease is hereby transferred and assigned to LaSalle National Bank, Chicago, Illinois, as collateral security as more fully set forth in Note, Loan and Security Agreement between Assignor and Assignee dated SEPTEMBER 22, 1972.

O-T-D CORPORATION

By: Paul E. Ogle
Its President

ATTEST:
Doris Haesemeyer

(Assignor)

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this 22nd day of September, 19 72, before me personally appeared Paul Ogle, to me personally known, who being by me duly sworn, says that he is the President of O-T-D Corporati 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.

Alice Jacobson
NOTARY PUBLIC

(SEAL)

My Commission expires 12-17-74