

9841 - B  
RECORDATION NO. .... Filed 1425

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NOV 16 1978 - 25 PM  
WASHINGTON  
NEW YORK  
HARRISBURG  
MORGAN, LEWIS & BOCKIUS  
COUNSELORS AT LAW  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
TELEPHONE: (215) 491-9200

NOV 16 1978 - 25  
LOS ANGELES  
MIAMI  
PARIS  
ASSOCIATED OFFICE

RECORDATION NO. 9841 Filed 1425

NOV 16 1978 - 25 PM November 15, 1978

INTERSTATE COMMERCE COMMISSION  
Robert L. Oswald, Secretary  
Interstate Commerce Commission  
12th and Constitution Avenues  
Washington, DC 20423

8-320A081  
RECORDATION NO. 9841 No. A  
Date NOV 15 1978  
DM  
Fee \$ 1.00  
INTERSTATE COMMERCE COMMISSION  
ICC Washington, D. C.

Dear Mr. Oswald:

In accordance with Section 20c of the Interstate Commerce Act and the regulations of the Interstate Commerce Commission thereunder the following documents are herewith presented for recordation:

1. Conditional Sale Agreement, dated as of October 31, 1978.

Vendor: Whittaker Corporation  
(Berwick Forge and Fabricating Division)  
P. O. Box 188  
West Ninth Street  
Berwick, PA 18603

Purchaser: Hillman Manufacturing Company  
P. O. Box 510  
Brownsville, PA 15417

Guarantor: Wilmington Securities, Inc.  
One Customs House Square  
Wilmington, DE 19801

2. Management Agreement (in the nature of a lease or bailment), dated as of October 31, 1978.

Owner (lessor):  
(bailor): Hillman Manufacturing Company

Manager (lessee):  
(bailee): Detroit and Mackinac Railway Company  
120 Oak Street  
Tawas City, MI 48763

3. Management Agreement Assignment, dated as of October 31, 1978.

Assignor: Hillman Manufacturing Company

RECEIVED  
NOV 15 3 25 PM '78  
OPERATION BR.  
I.C.C.

Angela M. Oswald  
*[Handwritten signature]*

MORGAN, LEWIS & BOCKIUS

Robert L. Oswald, Secretary

-2-

November 15, 1978

Assignee: The Provident Bank, Cincinnati,  
Ohio, as Agent  
108 East Fourth Street  
Cincinnati, OH 45202

4. Agreement and Assignment, dated as of October 31,  
1978.

Assignor: Whittaker Corporation  
(Berwick Forge and Fabricating Division)

Assignee: The Provident Bank, Cincinnati,  
Ohio, as Agent

A general description of the Equipment covered by these  
documents is as follows:

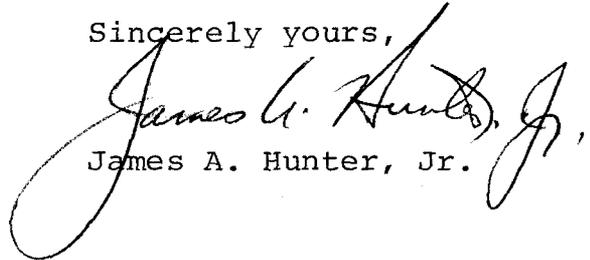
| <u>Type</u>                                  | <u>A.A.R. Mechanical<br/>Designation</u> | <u>Number of<br/>Units</u> | <u>Marked</u>                    | <u>Numbers<br/>Inclusive</u> |
|--|--|----------------------------|----------------------------------|------------------------------|
| 70 Ton, 50'-6"<br>General Purpose<br>Boxcars | "XM"                                     | 250                        | Detroit &<br>Mackinac<br>Railway | DM10001-<br>DM10250          |

Enclosed is our check in payment of the recordation  
fee. To the best of my knowledge the enclosed documents have not  
previously been filed with the Interstate Commerce Commission.

This firm is acting as special Pennsylvania counsel  
for the Vendor in connection with this transaction. After re-  
cording a counterpart original of these documents, please return  
the remaining copies, stamped with your recordation number, to  
the individual bearing this letter and presenting them for  
recordation.

Thank you for your assistance.

Sincerely yours,

  
James A. Hunter, Jr.

JAH/ap

Enclosures

RECORDATION NO. 9841-A Filed 1425

NOV 16 1978 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

DATED AS OF OCTOBER 31, 1978

BETWEEN

WHITTAKER CORPORATION  
(BERWICK FORGE AND FABRICATING DIVISION)  
BUILDER

AND

THE PROVIDENT BANK  
CINCINNATI, OHIO  
AGENT

(COVERING UP TO 250 GENERAL PURPOSE BOXCARS)

---

Filed and recorded with the Interstate Commerce  
Commission pursuant to Section 20c of the Inter-  
state Commerce Act on November \_\_\_\_, 1978 at  
\_\_\_\_\_, Recordation No. \_\_\_\_\_.

THIS AGREEMENT dated as of October 31, 1978 between WHITTAKER CORPORATION (BERWICK FORGE AND FABRICATION DIVISION) (hereinafter called the "Builder"), and THE PROVIDENT BANK, as Agent (hereinafter called the "Agent" or "Assignee") for GREAT AMERICAN INSURANCE COMPANY and STONEWALL INSURANCE COMPANY (hereinafter individually called an "Investor" and collectively the "Investors").

WHEREAS, the Builder and Hillman Manufacturing Company, a Pennsylvania corporation (hereinafter called the "Vendee"), have entered into a conditional sale agreement dated as of the date hereof (hereinafter called the "Conditional Sale Agreement"), covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (said equipment being hereinafter called the "Equipment" or "Units" collectively and a "Unit" individually), certain obligations of the Vendee under the Conditional Sale Agreement being guaranteed by Wilmington Securities, Inc. (hereinafter called the "Guarantor"); and the Vendee is contracting with the Detroit and Mackinac Railway Company (hereinafter called the "Manager") for the use, management and maintenance of the Equipment pursuant to a Management Agreement dated as of the date hereof (hereinafter called the "Management Agreement"), the right, title and interest of the Vendee in such Management Agreement being concurrently herewith assigned for security to the Assignee pursuant to a Management Agreement Assignment dated as of the date hereof (hereinafter called the "Management Agreement Assignment").

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called the Assignment) WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. This Assignment is a part of arrangements for the purchase by the Vendee from the Builder of the Equipment to be delivered prior to March 31, 1979, such Equipment to be financed pursuant to that certain Finance Agreement among the Assignee, the Manager, the Investors, the Vendee, and the Guarantor dated as of the date hereof. Payment for such Equipment is to be made in accordance with the provisions of Article 4 of the Conditional Sale Agreement.

SECTION 2. The Builder hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All its right, title and interest in and to the Equipment retained as security under the Conditional Sale Agreement, therein and herein referred to as the "Security Title" of the Builder in and to each Unit;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of the 3rd paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Builder pursuant to Article 6 thereof), and, except as aforesaid, in and to any and all amounts which may be or become due or owing to the Builder under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Vendee and the Guarantor under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, titles, powers, privileges, and remedies under the Conditional Sale Agreement;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Vendee or the Guarantor to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 13 of the Conditional Sale Agreement or relieve the Vendee or the Guarantor from their respective obligations to the Builder contained in the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the

Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee and the Guarantor with the terms and agreements on their part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 3. The Builder agrees that it shall construct the Equipment in accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Vendee that at the time of delivery of each Unit under the Conditional Sale Agreement it had legal title to such Unit and good and lawful right to sell such Unit and that title to such Unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Manager under the Management Agreement and the Builder further agrees that it will defend the title to such Unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such Unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and the Manager thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Management Agreement have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Builder and its counsel being entitled to rely on advice from counsel for the Assignee or from counsel for the Manager that such filing and recordation have occurred).

SECTION 4. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any instalment of, or interest on, indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counter-

claim, or recoupment whatsoever claimed by the Vendee, or the Manager arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim, or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee, or the Manager by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee, or the Manager in any suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding, or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Vendee and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Vendee and not developed or purported to be developed by the Builder, the Builder agrees, except as otherwise specifically provided in the Conditional Sale Agreement, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assignees because of the use in or about the construction of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the Builder of any such liability or claim actually known to it and will give such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Vendee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge, or security interest upon the Equipment or any Unit thereof.

SECTION 5. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on both sides of each Unit, at the time of delivery thereof to the Vendee, in letters not less than one inch in height, the following legend:

"Ownership Subject to a Security Agreement  
Filed under the Interstate Commerce Act,  
Section 20c -- The Provident Bank, Cincinnati,  
Ohio, Agent, Security Owner"

SECTION 6. The Assignee, on each Closing Date as defined and fixed as provided in Article 4 of the Conditional Sale Agreement with respect to the Units purchased on said Closing Date, shall pay to the Builder (i) as Agent for the Investors an amount equal to the portion of the Invoiced Purchase Price thereof which, under the terms of Clause (b) of the third paragraph of said Article 4, is payable in installments, and (ii) as Agent for the Vendee, an amount equal to the portion of the Invoiced Purchase Price thereof which, under the terms of Clause (a) of the third paragraph of said Article 4, is payable on the Closing Date provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee), as provided in the last paragraph of Article 14 of the Conditional Sale Agreement and at least one business day prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its counsel, in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Builder to the Assignee transferring to the Assignee Security Title to the Units then being settled for under the Conditional Sale Agreement, warranting to the Assignee and to the Vendee (i) that, at the time of delivery of such Units under the Conditional Sale Agreement, the Builder had legal title to such Units and good and lawful right to sell such Units and (ii) that, at the time of delivery of such Units under the Conditional Sale Agreement, title to such Units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement, and the rights of the Manager under the Management Agreement and covenanting to defend the title to such Units against the demands of all persons whomsoever based on claims originating prior to the delivery of such Units by the Builder under the Conditional Sale Agreement;

(b) A Certificate or Certificates of Acceptance with respect to the Units as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of

the Management Agreement;

(c) An invoice of the Builder addressed to the Assignee for the Units accompanied by or having endorsed thereon a certification by the Vendee as to the correctness of the prices of such Units:

(d) An opinion of counsel for the Vendee dated as of the Closing Date, stating that (i) the Vendee is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its properties and to carry on its business as presently conducted, (ii) the Conditional Sale Agreement, the Management Agreement, and the Management Agreement Assignment, have been duly authorized, executed and delivered by the Vendee, (iii) are legal and valid instruments binding upon the Vendee and enforceable against the Vendee in accordance with their terms, (iv) notice of this Assignment has been duly acknowledged by the Vendee, (v) assuming the Agent has been duly authorized to execute and has duly executed the Management Agreement Assignment and is authorized to act thereunder, the Agent is vested with all the right, title, interests, powers, privileges, and remedies purported to be assigned by the Management Agreement Assignment, and (vi) such other matters as the Assignee shall reasonably request;

(e) An opinion of counsel for the Manager dated as of the Closing Date and addressed to the Vendee as well as the Assignee, to the effect that (i) the Manager is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power to own its properties and carry its business as presently conducted, (ii) assuming that this Assignment has been duly authorized, executed and delivered by the Builder and is a legal and valid instrument binding upon the Builder, as of the date of such opinion the Units are free from all claims, liens, security interests and other encumbrances arising at any time on or after the date on which the Manager has accepted delivery of such Units pursuant to Section 2 of the Management Agreement other than those created by the Conditional Sale Agreement and any other related documents, the rights of the Manager under the Management Agreement and other than those resulting from claims against the Vendee not related to the ownership of the Units, (iii) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local corporation is presently necessary for the valid execution and delivery

by the Manager of the Management Agreement or its performance of its obligations contained therein or if any authority is necessary, it has been obtained, (iv) the Management Agreement has been duly authorized, executed and delivered by the Manager and is a legal and valid instrument binding upon the Manager and enforceable against the Manager in accordance with its terms, (v) notice of the Management Agreement Assignment has been duly acknowledged by the Manager, and (vi) such other matters as the Assignee shall reasonably request.

(f) An opinion of counsel for the Builder dated as of the Closing Date, to the effect that (i) the Builder is a corporation duly organized and existing under the laws of its jurisdiction of incorporation, and has the corporate power and authority to own its property and to carry on its business as presently conducted, (ii) the Conditional Sale Agreement and this Assignment have been duly authorized, executed and delivered by the Builder and are legal and valid instruments binding upon the Builder and enforceable against the Builder in accordance with their respective terms, (iii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment, (iv) Security Title to the Units is validly vested in the Assignee, legal title to the Equipment has been validly vested in the Vendee, and the Units, at the time of delivery thereof under the Conditional Sale Agreement, were free of all claims, liens, security interests and other encumbrances except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Manager under the Management Agreement, and (v) such other matters as the Assignee reasonably shall request;

(g) A receipt from the Builder for any payment made directly to the Builder by the Vendee under the Conditional Sale Agreement.

(h) An opinion of counsel for the Guarantor dated as of the Closing Date, stating that (i) the Guarantor is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its properties and carry on its business as presently conducted, (ii) the Conditional Sale Agreement has been duly authorized, executed, and delivered by the

Guarantor, and constitutes a legal and binding instrument upon the Guarantor enforceable against the Guarantor in accordance with its terms, (iii) notice of this Assignment has been duly acknowledged by the Guarantor, and (iv) such other matters as the Assignee shall reasonably request.

(i) An opinion of counsel from Messrs. Rogers and Wells or other special counsel acceptable to the Agent dated as of the Closing Date, to the effect that (i) the Conditional Sale Agreement, this Assignment, the Management Agreement and the Management Agreement Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, (ii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment, (iii) Security Title to the Units is validly vested in the Assignee, legal title to the Equipment has been validly vested in the Vendee, and the Units at the time of delivery thereof under the Conditional Sale Agreement, were free of all claims, liens, security interests and incumbrances except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Manager under the Management Agreement, (iv) the Assignee is vested with all the right, title, interests, powers, privileges and remedies purported to be assigned to it by the Management Agreement Assignment, and (v) no other filing or recording is necessary for protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia. In rendering the foregoing opinion with respect to matters set forth in clauses (ii), (iii), and (iv) such counsel may rely upon the opinions of counsel for the Vendee, Manager, Builder, and Guarantor required under Subparagraphs (d), (e), (f) and (h) of this Section 6.

In giving the opinions specified in this Section 6, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

The obligation of the Assignee hereunder to make payment for any of the Units assigned hereunder is hereby expressly conditioned upon the Assignee having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available to make such payment. The Assignee shall

not be obligated to make any above-mentioned payment at any time while an event of default, or any event with which the lapse of time and/or demand provided for in the Conditional Sale Agreement or Management Agreement would constitute an event of default, shall be existing under the Conditional Sale Agreement or Management Agreement. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, the Security Title of the Assignee in and to the Unit with respect to which payment has not been made by the Assignee.

SECTION 7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 8. The Builder hereby:

(a) represents and warrants to the Assignee, its successors or assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Vendee, the Conditional Sale Agreement is, insofar as the Builder is concerned, a legal, valid and existing agreement binding upon the Builder in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute, and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles, and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording, or depositing of the Conditional Sale Agreement and this Agreement as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units.

SECTION 10. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Assignee shall be deemed to be the original counterpart and all other counterparts shall be deemed duplicates thereof. Although this Assignment is dated as of the date first written, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

WHITTAKER CORPORATION (BERWICK FORGE AND FABRICATING DIVISION),  
Builder

Witness:

Keith R. Gollust  
Keith Gollust

BY: Charles J. Gilmore  
Charles J. Gilmore  
Controller

THE PROVIDENT BANK, Agent

Attest:

Barbara L. Harach  
Asst. Secy

BY: J. Lynn Brewbaker  
J. Lynn Brewbaker  
Assistant Vice President

STATE OF OHIO )  
                  : SS.  
COUNTY OF HAMILTON )

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Charles J. Gilmore, Controller of WHITTAKER CORPORATION (BERWICK FORGE AND FABRICATING DIVISION), the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 31st day of October, 1978.

J. David Rosenberg  
Notary Public

STATE OF OHIO )  
                  : SS.  
COUNTY OF HAMILTON )

J. DAVID ROSENBERG, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

BEFORE ME, the Subscriber, a Notary Public in and for

said County and State, personally appeared J. Lynn Brewster,  
Assistant Vice President of THE PROVIDENT BANK, the  
corporation which executed the foregoing instrument, who  
acknowledged he did sign said instrument as such officer on  
behalf of said corporation, and by authority of its Board of  
Directors, and that the execution of said instrument is his  
free and voluntary act and deed individually and as such  
officer, and the free and voluntary act and deed of said  
corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my  
name and affixed my Notarial Seal this 31st day of October,  
1978.

J. David Rosenberg  
Notary Public

J. DAVID ROSENBERG, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

ACKNOWLEDGMENT OF NOTICE

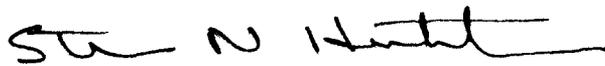
OF

ASSIGNMENT

Receipt of a copy of, and due notice of the Assignment made by, the foregoing Agreement and Assignment between Whittaker Corporation, (Berwick Forge and Fabricating Division), and The Provident Bank, Cincinnati, Ohio, dated as of October 31, 1978, is hereby acknowledged as of such date.

HILLMAN MANUFACTURING COMPANY

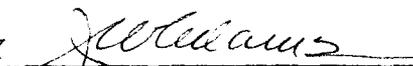
BY



Steven N. Hutchinson  
Vice President

WILMINGTON SECURITIES, INC.

BY



J. W. Adams  
President