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SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT dated as of August 31, 1974 from FCB LEASING LTD. ("FCB"), a Delaware corporation, to U.S. STEEL LEASING CO., INC. ("USSL"), a Delaware corporation;

WHEREAS, FCB and Southwide, Inc. ("Lessee"), a Delaware corporation, entered into a certain Equipment Lease dated as of September 27, 1973 as amended by Addenda Nos. 1 and 2 thereto dated October 15, 1973 and July 30, 1974, respectively, (said Equipment Lease as so amended and insofar as the same pertains to the Equipment hereinafter described being herein referred to as the "Equipment Lease") providing for the acquisition by FCB of the Equipment and the leasing by FCB to Lessee of the Equipment described in the Equipment Lease and more particularly described on twenty-two (22) rental schedules numbered consecutively 73-L-10-1-01 through and including 73-L-10-1-23 (rental schedule 73-L-10-1-18 and all rental schedules numbered 73-L-10-1-24 and thereafter being excluded from the security provided for herein) (said rental schedules 73-L-10-1-01 through and including 73-L-10-1-17, and 73-L-10-1-19 through and including 73-L-10-1-23 being herein referred to as the "Rental Schedules") executed and exchanged by FCB and Lessee pursuant to the Equipment Lease (the term "Equipment" being used herein as defined in the Equipment Lease insofar as the same pertains to the Rental Schedules and including all items of Equipment more particularly described on the Rental Schedules), a copy of each of the Equipment Lease and the

Rental Schedules being annexed hereto as Exhibits 1 and 2, respectively:

WHEREAS, there are remaining aggregate monthly rental payments for the Equipment due to FCB from Lessee under the Equipment Lease payable on the first day of each of the ninety-seven (97) consecutive months from and including October 1, 1974 to and including October 1, 1982 each in the amount of \$11,979.52;

WHEREAS, FCB and USSL have entered into a Loan Agreement (the "Loan Agreement") dated the date hereof pursuant to which USSL has agreed to make a nonrecourse loan to FCB in the amount of \$649,348.00 to be evidenced by a Non Recourse Secured Promissory Note (the "Note") of FCB to USSL, the Note to be substantially in the form of Exhibit A to the Loan Agreement which loan together with interest thereon is to be repaid solely from the proceeds of the collateral security hereinafter described;

WHEREAS, the Loan Agreement provides, among other things, that, as a condition to the making of said loan by USSL, FCB shall have entered into this Security Agreement as security for the Note;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid to FCB by USSL at or before the delivery hereof, the receipt of which FCB hereby acknowledges, and for other good and valuable consideration, FCB agrees as follows:

Section 1. As security for the indebtedness now or hereafter owing to USSL pursuant to the Loan Agreement as evidenced by the Note, FCB does hereby sell, assign, transfer, mortgage, grant a security interest in, and set over unto USSL,

its successors and assigns, all of FCB's right, title and interest in and to

(i) each item of the Equipment (including any and all additions, accessions and substitutions thereto or therefor); and

(ii) the Equipment Lease, and the Rental Schedules, including, without limitation, (A) FCB's right to all monies due or to become due whether by way of rental payments, payments of "Stipulated Loss Value" (said term being used herein as defined in the Equipment Lease), insurance proceeds, indemnity payments or otherwise, (B) FCB's right to make determinations, exercise options, give or withhold consents, elect remedies, give notices, and repossess or repair the Equipment under the Equipment Lease, and (C) FCB's right to receive copies of all documents and notices which may be received thereunder.

This Security Agreement covers the proceeds of the collateral described above. In furtherance of the foregoing, FCB has executed and delivered to Lessee the Notification of Assignment substantially in the form of Exhibit 3 hereto pursuant to which, among other things, FCB has instructed the Lessee to make all payments required to be made by Lessee under the Equipment Lease and the Rental Schedules to the "Agent" (hereinafter referred to) and has entered into the Application Agreement substantially in the form of Exhibit 4 hereto pursuant to which the Agent has agreed, among other things, to pay over to USSL all moneys received by the Agent from the Lessee under or pursuant to the Equipment Lease, provided however that unless and until an Event of Default under the Equipment Lease shall

have occurred and be continuing to the knowledge of FCB or the Agent, the Agent shall pay to FCB and FCB shall be entitled to receive and retain for its own account that portion of all such moneys received by the Agent in excess of the amount required to pay the principal of and interest on the installment or installments of the Note then due and payable. Unless such Event of Default shall have occurred and be continuing to the knowledge of FCB or the Agent, FCB shall be absolutely entitled to retain such excess amounts and shall not be required to pay over under any circumstance whatsoever to USSL any such amounts theretofore received by FCB.

Section 2. This Security Agreement shall take effect immediately and shall continue for the period of time and subject to the terms and conditions hereinafter set forth:

(1) If and so long as no "Event of Default" (as defined in the Equipment Lease) shall have occurred and be continuing to the knowledge of FCB, all amounts received by USSL pursuant to this Security Agreement shall be applied as follows:

First: To the payment of the interest and principal then due in respect of the Note, such application to be made, first, to the interest and, second, to the principal so becoming due;

Second: The balance, if any, shall be paid by the Agent or by USSL to, or upon the order of, FCB.

If and so long as an Event of Default shall have

occurred and be continuing, the application provided for in Clause Second above shall not be made until all Events of Default shall have been remedied.

(2) If and so long as an Event of Default shall have occurred and be continuing, all amounts received by USSL pursuant to this Security Agreement shall be held by USSL and applied from time to time as follows:

First: To the payment of all costs and expenses incurred by USSL or by FCB acting at USSL's request in the collection of any such amounts (including, without limitation, reasonable attorneys' fees and expenses);

Second: To the payment of all amounts of principal and interest due and payable on the Note including interest at the same rate provided for in the Note, on any overdue principal; and in case such amounts shall be insufficient to pay in full all such amounts at any time due and payable on the Note, then first, to the payment of all amounts of interest due and payable on the Note, without preference or priority of any installment of interest and, second, to the payment of all amounts of principal due and payable on the Note.

The balance, if any, of such amounts shall be held by USSL until such time as no Event of Default shall be continuing and then shall be remitted to FCB or to whomsoever may be lawfully entitled thereto.

Section 3. Nothing contained in this Security Agreement shall relieve FCB of any obligation under the Equipment

Lease or constitute an assumption by USSL of any obligations of FCB thereunder, and FCB shall remain liable to observe and perform all the covenants and conditions thereof on its part to be observed or performed.

Section 4. If the entire indebtedness represented by the Note shall have been paid and discharged, all the rights and property herein assigned shall revert to FCB and this Security Agreement shall terminate.

Section 5. In furtherance of this Security Agreement, FCB does hereby authorize and empower USSL in USSL's own name to ask, demand, sue for, collect, receive and enforce (a) payment of any and all sums which USSL may become entitled to receive under this Security Agreement and (b) compliance by Lessee with the terms and conditions on its part to be performed and kept under the Equipment Lease.

Section 6. FCB agrees that it will not amend, modify, terminate, cancel or otherwise change the Equipment Lease or the Rental Schedules without the prior written consent of USSL.

Section 7. FCB hereby warrants, represents and agrees with respect to the Equipment as follows:

A. That the Equipment is lawfully owned by FCB, free and clear of all other liens, encumbrances and security interests except for the Equipment Lease and the rights of Lessee thereunder, and except as contemplated by this Agreement, and FCB will warrant and defend title to the same against the claims and demands of all persons.

B. That on the date of the making of the Loan there

will not be in effect any security in the Equipment or any transfer, assignment or encumbrance, other than the Equipment Lease and the rights of the Lease thereunder, in whole or in part, of or on the Equipment or any of FCB's rights, title or interest therein or thereto (except as contemplated by this Agreement) and no financing statement or other instrument affecting the Equipment, or rights therein, will then be on file in any public filing office (other than such as may have been filed to protect FCB's rights in the Equipment).

C. That FCB will not hereafter grant, to anyone other than USSL, any security interest in the Equipment and will not hereafter transfer, assign or encumber, in whole or in part, the Equipment or any of FCB's rights, title or interest therein or thereto except that FCB may after the date of the making of the Loan transfer, assign, encumber or grant a security interest in the Equipment and FCB's rights, title and interest in and to the Equipment Lease provided that any such transfer, assignment, encumbrance or security interest shall be, and shall be expressly stated to be, subject and subordinate in all respects to all the rights, title and interest granted to USSL herein or in the Loan Agreement and the Note and provided further that any such transferee, assignee, or beneficiary of such encumbrance or security interest shall be reasonably satisfactory to USSL.

D. That FCB will not cause any lien, charge, encumbrance or security interest of any kind whatsoever (other than USSL's security interest and the Equipment Lease) to accrue upon or attach to the Equipment except as may be permitted by

the terms of paragraph C above.

E. That FCB will not secrete, sell, transfer, change the registration, if any, dispose of, attempt to dispose of, substantially modify or abandon the Equipment or any part thereof except in the course of exercising its rights under the Equipment Lease, which rights shall be exercised only with the consent of USSL.

F. That FCB will not assert against USSL any claim or defense which FCB may have against any seller of the Equipment or any part thereof or against any other person with respect to the Equipment or any part thereof.

Section 8. FCB hereby further represents, warrants and agrees with respect to the Equipment Lease as follows:

A. FCB does hereby ratify and confirm the Equipment Lease and does hereby warrant and represent that (i) the Equipment Lease has been duly authorized, executed and delivered by FCB and Lessee and constitutes the legal, valid and binding obligation of FCB and Lessee enforceable against FCB and Lessee in accordance with its terms (except as such enforceability and the rights and remedies of such parties may be limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that certain of the rights and remedies of the parties thereto may be rendered invalid or unenforceable by certain laws and judicial decisions, which such laws and judicial decisions will not materially interfere with the practical realization as a whole of the benefits of any security provided by the Equipment Lease), is in full force and effect, has not been modified

or amended and no rentals thereunder have been paid in advance of the due date thereof, and neither FCB nor Lessee (to the knowledge of FCB or to the constructive knowledge of FCB insofar as any material obligation of Lessee is concerned) is in default with respect to the performance of any of their respective obligations thereunder; (ii) FCB's chief place of business in the United States and records concerning the Equipment Lease and the moneys due and to become due under the Equipment Lease are located at 504 Totten Pond Road, Waltham, Mass.

B. FCB shall (i) faithfully abide by, perform and discharge or cause to be performed and discharged each and every obligations, covenant and agreement in the Equipment Lease to be performed by FCB; (ii) not change, amend, terminate, rescind or in any way alter or modify the terms of the Equipment Lease without the prior written consent of USSL; and (iii) not waive, excuse, condone, forgive or in any manner release or discharge the Lessee of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, without the prior written consent of USSL.

C. FCB shall promptly forward to USSL copies of any notices, requests and other communications received from the Lessee or any other person in respect of the Equipment Lease other than communications or other documents relating to negotiation or consummation of such further transactions by FCB relating to the Equipment Lease contemplated by the exception contained in paragraph C of Section 7 hereof.

Section 9. FCB further represents, warrants and agrees as follows:

A. In case default shall be made under any of the terms, covenants, or conditions of this Security Agreement, or if any Event of Default (as defined in the Loan Agreement) shall occur and be continuing or if the Equipment or any part thereof shall be seized or levied upon or under legal process, then and in any such event:

(a) USSL shall have the rights and remedies of a secured party under the Uniform Commercial Code and, in addition, the rights and remedies provided herein;

(b) USSL may, if such Event of Default results from a default by Lessee in its obligations under the Equipment Lease, exercise, to the exclusion of FCB, all of the remedies provided for in the Equipment Lease and apply any payments received from the Lessee on account of the exercise of such remedies to the obligations hereby secured; and

(c) USSL is hereby authorized and empowered, with the aid and assistance of any person or persons, to the extent permitted by law and the Equipment Lease with respect to the Equipment, to enter any premises where the Equipment or any part thereof is, or may be, placed, and to assemble, disassemble, dismantle and/or remove the same and/or render it unusable and sell and dispose of such Equipment at public or private sale upon at least 10 days' written notice to FCB of such sale.

The proceeds realized by USSL from the exercise of any remedies provided herein shall be applied by USSL, first, toward the expenses of retaking, including reasonably attorneys'

fees, payment by USSL of storage, preparing for such sale, advertising, selling and all related charges and disbursements in connection therewith, second, toward interest due on the Note, third, toward the payment of the Note and all other obligations secured hereby, and any surplus shall be paid over to FCB.

FCB hereby irrevocably appoints USSL as its agent and attorney-in-fact with full power of substitution to execute proofs of claim, to endorse any draft or other instrument for the payment of money, to execute releases, to negotiate settlements, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for money assigned hereby and to take any action or institute any proceeding which to USSL may seem to be necessary or advisable in the premises. USSL shall have the right at any time whether or not FCB shall be in default hereunder or under the Loan Agreement to notify the Lessee to make any payment required to be made under the Lease directly to USSL, but to the extent USSL does not so elect FCB or the Agent shall continue to collect all such amounts. In the event that USSL receives from the Lessee any payment required to be made by the Lessee under the Equipment Lease, USSL may apply the same to any amounts then due (whether by acceleration or otherwise) under the Note, the Loan Agreement, this Security Agreement or any other obligations secured hereby, and USSL shall, if no Event of Default under the Loan Agreement shall have occurred or be continuing, pay over the balance of any such payment to FCB. To the extent that USSL shall at any time or from time to time demand, FCB shall

forthwith account for and transmit to FCB in the form as received all proceeds of collection of amounts received by FCB from the Lessee under the Equipment Lease and shall not commingle such proceeds with any funds of FCB.

Section 10. Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants by or on behalf of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 11. All notices hereunder shall be in writing and shall be deemed to have been given when received by the other party hereto at such party's address listed below:

FCB Leasing Ltd.
504 Totten Pond Road
Waltham, Massachusetts 02154

U.S. Steel Leasing Co., Inc.
71 Broadway
New York, New York 10006

Section 12. FCB agrees that it shall, from time to time, upon the written request of USSL, execute and deliver such further instruments and documents and do such further acts and things as USSL may reasonably request in order to obtain the full benefits of this Security Agreement and the rights and powers granted hereby.

Section 13. This Security Agreement shall be construed in accordance with and governed by the laws of the State of New York. This Security Agreement may not be changed orally but only by an instrument in writing signed by the party against

whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, FCB has caused this Security Agreement to be executed the day and year first above written.

ATTEST

FCB LEASING LTD.

S. E. Kolanelli [SEAL]
VICE PRESIDENT

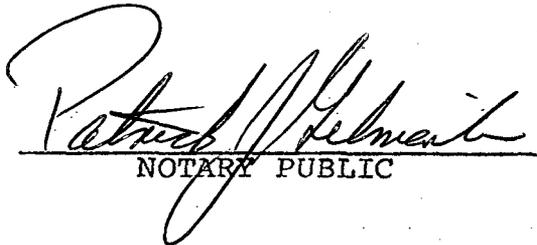
By [Signature]
Executive Vice President

By: S. E. Kolanelli
Vice President



STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On this 29th day of August, 1974,
before me personally came John J. Stigle, to me known, who,
being by me duly sworn, did depose and say that he resides
at 36 Middle Road, Sudbury, Massachusetts; that he is
the Executive Vice President of FCB LEASING LTD., the
corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the Directors of
said corporation, and that he signed his name thereto by
like order.


NOTARY PUBLIC

PATRICK J. GILMARTIN
Notary Public, State of New York
No. 1437460
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1975

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 29th day of August, 1974, before me personally came Stephen Rolandelli, to me known, who, being by me duly sworn, did depose and say that he resides at 19 Beachwood Road, Hartsdale, New York 10530; that he is the Vice President of FCB LEASING LTD., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Directors of said corporation, and that he signed his name thereto by like order.


NOTARY PUBLIC

PATRICK J. GILMARTIN
Notary Public, State of New York
No. 1437460
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 19.....

EQUIPMENT LEASE

2. EQUIPMENT LEASE dated as of September 27, 1973, between FCB LEASING LTD. (hereinafter called "Lessor"), a Delaware corporation having a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02154, and SOUTHWIDE, INC. hereinafter called "Lessee"), a Delaware corporation with its principal place of business at the Sterick Building, Memphis, Tennessee 38103. Lessee desires to lease from Lessor the personal property hereinafter defined as "Equipment, and Lessor is willing to lease such personal property to Lessee at the rent, for the term and upon the conditions set forth in this Lease or in any Exhibit, Schedule, Addendum, Amendment or Modification heretc. Accordingly, Lessor and Lessee agree as follows:

1. Definitions. The following terms shall, unless the context otherwise requires, have the following meanings for all purposes of this Lease:

(a) "Equipment" means the equipment described on each Rental Schedule now or hereafter executed pursuant to this Lease, and owned or to be owned by Lessor and leased by

EXHIBIT 1

Lessor to Lessee or ordered by Lessor for lease to Lessee as provided herein.

(b) "Acquisition Cost" of any item of Equipment means an amount equal to the sum of (i) the purchase price of such item of Equipment paid by Lessor, plus (ii) any excise, sales and use tax on or with respect to such item of Equipment, plus (iii) any costs, expenses and fees paid or incurred by Lessor in obtaining and delivering such item of Equipment to Lessee and any expenses of installation of such item of Equipment paid for by Lessor.

(c) "Certificate of Inspection and Acceptance" means a certificate, substantially in the form attached hereto and marked "Exhibit A", to be executed by Lessee, and dated the date of Lessee's acceptance for lease hereunder of any Equipment delivered to Lessee, each of which certificates shall be deemed to incorporate all of the provisions of this Lease.

(d) "Rental Schedule" means a schedule to be executed by Lessor and Lessee, substantially in the form attached hereto and marked "Exhibit B", setting forth a full description of Equipment to be leased hereunder, its location, Acquisition Cost, the amount of rent payable by Lessee with respect thereto, the lease term thereof, the Lease Commencement Date with respect thereto, and such other details as

Lessor and Lessee may desire.

(e) "Casualty Occurrence" and "Stipulated Loss Values" shall have the meanings, respectively, specified in Section 14 hereof.

(f) "Events of Default" shall have the meanings specified in Section 19 hereof.

(g) "Lease Commencement Date" with respect to an item of Equipment means the date of the commencement of the lease term of such item, which shall be the date such item is accepted by Lessee for lease hereunder as provided in Section 3 hereof.

2. Lease of Equipment. Lessee shall evidence its request to Lessor to order specific items of Equipment for lease to Lessee hereunder by its executing and delivering to Lessor a Rental Schedule for such items. Lessee's execution of each such Rental Schedule shall obligate Lessee to lease the Equipment described therein from Lessor upon the acceptance, as provided in Section 3 hereof, of such Equipment by Lessee for lease hereunder.

3. Delivery and Acceptance. Upon acceptance for lease by Lessee of any Equipment delivered to Lessee and described in a Rental Schedule, Lessee shall execute and deliver to Lessor a Certificate of Inspection and Acceptance with respect to such Equipment. If Lessee fails to execute and deliver such Certificate of Inspection and Acceptance to Lessor within fifteen (15) days following the

delivery of any Equipment described in a Rental Schedule previously executed and delivered by Lessee, then, unless Lessee has, within such period, notified Lessor in writing that such Equipment is defective or is in unsatisfactory repair or working condition, it shall be conclusively presumed as between Lessor and Lessee that such Equipment has been unconditionally accepted for lease hereunder as of the fifteenth (15th) day following its delivery to Lessee, with the same force and effect as if Lessee had, on such date, executed a Certificate of Inspection and Acceptance with respect thereto.

4. No Warranties By Lessor. As between Lessor and Lessee, Lessee's acceptance for lease hereunder of any Equipment as evidenced by its execution of a Certificate of Inspection and Acceptance with respect thereto (or Lessee's presumed acceptance for lease of such Equipment under the circumstances described in Section 3 hereof) shall constitute Lessee's acknowledgment that such Equipment (a) is of a size, design, capacity and manufacture acceptable to Lessee for lease hereunder, (b) is suitable for Lessee's purposes, (c) is in good order, repair and condition, and (d) is subject to all of the terms and conditions of this Lease. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO TITLE, FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE, OR THE MATERIAL OR

WORKMANSHIP OF ANY ITEM OF EQUIPMENT, IT BEING AGREED AND UNDERSTOOD THAT EACH ITEM OF EQUIPMENT TO BE LEASED PURSUANT TO THIS LEASE IS LEASED "AS IS" AND THAT ALL SUCH RISKS AS BETWEEN LESSOR AND LESSEE ARE TO BE BORNE BY LESSEE. In no event shall any defect in, or unfitness of, any Equipment relieve Lessee of the obligation to pay rent or to make any other payments required hereunder or of any other obligation hereunder. Without limiting the generality of the foregoing, Lessor shall not be liable for any defects, either latent or patent, in any of the Equipment, or for any direct or consequential damage therefrom; for loss of use of any of the Equipment or for any interruption in Lessee's business occasioned by Lessee's inability to use any of the Equipment for any reason whatsoever; or for any failure or delay in obtaining any Equipment for delivery to Lessee.

5. Lease Term. The lease term of each item of Equipment shall commence on the Lease Commencement Date thereof and shall, unless sooner terminated pursuant to the provisions of Sections 14, 18 or 19 hereof, be for the period specified on the Rental Schedule therefor plus the number of days remaining in any partial first month if the Lease Commencement Date occurs on other than the first day of a month. However, the provisions of Section 11 shall apply as between Lessor and Lessee with respect to any Equipment from the date any Rental Schedule therefor is executed and delivered

by Lessee. Lessee hereby authorizes Lessor to insert the Lease Commencement Date for an item of Equipment on the Rental Schedule therefor when such item has been accepted by Lessee for lease hereunder, as provided in Section 3 hereof.

6. Rent. Lessee's obligation to pay rent for each item of Equipment shall commence on the Lease Commencement Date thereof. Lessee agrees to pay Lessor, monthly in advance, on the first day of each month throughout the lease term of each item of Equipment, the monthly rent specified for each item of Equipment on the Rental Schedule therefor. If the Lease Commencement Date of an item of Equipment occurs on other than the first day of a month, the rent for the partial first month of the lease term of such item shall be determined by dividing the amount of the monthly rent for such item by thirty (30) and multiplying the quotient by the number of days remaining in said partial first month, including the Lease Commencement Date, and such partial first month's rent shall be payable with the first full month's payment of rent. Lessee hereby authorizes Lessor to insert the amount of such partial first month's rent for each such item of Equipment on the Rental Schedule therefor when such item has been accepted by Lessee for lease hereunder, as provided in Section 3 hereof. The rents specified on the Rental Schedule(s) shall be payable unconditionally, without notice or demand, without any deduction, counter-claim,

set-off, further notice or demand, and together with all other payments due under this Lease shall be payable directly to Lessor at the address appearing in the introductory paragraph of this Lease, or to such other party or at such other address as Lessor may from time to time designate in writing.

7. Errors in Acquisition Cost. In the event that at the time an item of Equipment is accepted by Lessee for lease hereunder it becomes known that the actual Acquisition Cost of such item differs from the Acquisition Cost figure for same inserted by Lessee on the Rental Schedule for such item, at the time such item was ordered for lease hereunder, Lessee hereby authorizes Lessor to make the necessary corrections in such Acquisition Cost figure and to also make any necessary adjustments or corrections necessitated thereby in the rent figures for such item set forth on such Rental Schedule.

8. Lessee's Representations and Warranties. Lessee represents and warrants that (a) Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of its state of incorporation set forth above, with full corporate power to enter into this Lease and to pay and perform all of its obligations hereunder; (b) this Lease has been duly authorized, executed and delivered by Lessee and constitutes the valid, legal

and binding obligation of Lessee, enforceable in accordance with its terms; (c) no approval is required from any public regulatory body nor from any parent or affiliate of Lessee or from any other person, firm or corporation with respect to the entering into or performance of this Lease; (d) the entering into and performance of this Lease by Lessee, and the leasing of the Equipment hereunder by Lessee, and the payment by Lessee of the rent and all other obligations due hereunder, will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance in or upon any Equipment pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by or under which Lessee may be bound; (e) no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect any property or interest therein of Lessee, now attaches or hereafter will attach to the Equipment leased hereunder or in any manner affects or will affect adversely Lessor's right, title and interest therein; and (f) there are no suits or proceedings pending, or, to the knowledge of Lessee threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the financial condition or business of Lessee.

9. Identification Marks. If requested by Lessor or required by federal, state or local law, Lessee shall, at Lessee's expense, affix or attach to the Equipment a sign, stencil, plaque, legend, tag or other form of notice to disclose Lessor's ownership of the Equipment or that the Equipment is leased from Lessor, and Lessee shall keep and maintain such sign, stencil, plaque, legend, tag or other form of notice affixed or attached to the Equipment throughout the lease term thereof. Lessee will not allow the name of any persons, association or corporation to be placed on any Equipment as a designation or as a claim of ownership other than that of Lessor; provided, however, that Lessee may cause such Equipment to be lettered with the names or initials or other insignia customarily used by Lessee on equipment used by it of the same or a similar type for convenience or identification of its rights to use such Equipment as permitted under this Lease or normal advertising displays.

10. Fees and Taxes. Lessee agrees to pay promptly when due, and to indemnify and hold Lessor harmless from, all license, title and registration fees whatsoever, all levies, imposts, duties, charges or withholdings whatsoever, and all sales, use, personal property, stamp and other taxes whatsoever (together with any penalties, fines or interest thereon) whether assessed, levied or imposed by any governmental or taxing authority against or upon Lessor or other-

wise, with respect to any Equipment or the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, control, return or other disposition thereof, or the rents, receipts or earnings arising therefrom, or with respect to this Lease, excluding, however, any federal, state or local taxes levied on Lessor's net income (meaning "Taxable Income" as presently determined under the Federal Internal Revenue Code). In the event any such fees, levies, imposts, duties, charges or taxes are paid by Lessor, or if Lessor be required to collect or pay any thereof, Lessee shall reimburse Lessor therefor (plus any penalties, fines or interest thereon) promptly upon demand. Lessor will file all personal property tax returns covering the Equipment, and unless and until Lessor notifies Lessee in writing to the contrary, Lessor will pay the personal property taxes levied or assessed thereon directly to the levying authority. Lessee will, promptly upon being invoiced by Lessor, reimburse Lessor for the full amount of such personal property taxes so paid by Lessor. In the event Lessor should request Lessee in writing to pay such personal property taxes directly, Lessee agrees that it will do so promptly, upon receipt of such notice. All of the obligations of Lessee under this Section with respect to any fees, levies, imposts, duties, charges, withholdings and taxes (together with any penalties, fines or interest thereon) assessed, levied, imposed or accrued

prior to the expiration or other termination of this Lease or the lease term of all Equipment leased hereunder shall continue in full force and effect notwithstanding such expiration or other termination and are expressly made for the benefit of, and shall be enforceable by, Lessor.

11. Indemnification By Lessee. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, liabilities, losses, damages and injuries, of whatsoever kind, and all fees (including attorneys' fees), costs, expenses, penalties and interest, directly or indirectly, relating to, resulting from, or in any way arising out of

(a) Lessor's purchase, acquisition and ownership of, and title to, any Equipment;

(b) the possession, maintenance, condition (including, without limitation, latent and other defects whether or not discoverable by Lessor), use, operation, control, loss, damage, destruction, removal, return, storage, surrender, sale or other disposition of any Equipment;

(c) any accident in connection with the possession, operation, use, condition, control, return or storage of any Equipment resulting in damage to property or injury to any person or entity;

(d) all costs, charges, damages or expenses for

royalties and/or claims and expenses of litigation, arising out of or in any way connected with the assertion of any claim or demand based upon any infringement or alleged infringement of any patent or other right, by or in respect of any Equipment;

(e) strict liability in tort; and

(f) Lessee's failure to perform promptly any obligation under this Lease.

The indemnification by Lessee under this Section 11 shall survive the payment of all other obligations under, and the termination of, this Lease and the lease term of all Equipment leased hereunder.

12. Use of Equipment. Lessee warrants and agrees that the Equipment will at all times be used and operated under and in compliance with the laws of the jurisdictions in which the Equipment may be located and operated, and in compliance with all lawful acts, rules, regulations and orders of any judicial, legislative or regulatory body having power to regulate or supervise the use of the Equipment. Lessee shall not permit any liens, charges or encumbrances to be placed on or levied against the Equipment other than liens, charges or encumbrances placed thereon by Lessor or by persons claiming against Lessor but not Lessee. Lessee agrees to procure and maintain in effect all licenses, certificates, permits and other approvals and consents required

by federal, state, county, municipal, or foreign laws and regulations in connection with the possession, use, operation and maintenance of the Equipment. Unless an Event of Default, as defined in Section 19 hereof, shall have occurred and be continuing, Lessee may sublease any item of Equipment or assign this Lease, in whole or in part, to any third party, provided that (a) any such subleasing or assignment shall be subject to and subordinate to this Lease and to the rights of Lessor hereunder and to the title of the Lessor to all of the items of Equipment leased hereunder, and (b) the Lessee shall at all times be and remain primarily and not secondarily liable to Lessor hereunder notwithstanding any such sublease or assignment.

13. Improvement, Maintenance and Repair of Equipment. Lessee will, at its own expense, (a) maintain the Equipment in good and safe operating order, repair and condition, and in accordance with the requirements of any governmental authority, domestic or foreign, having jurisdiction thereof and (b) pay for all fuel, service, inspections, overhauls, replacements, substitutions, materials and labor necessary or desirable for the proper use, repair, operation and maintenance of the Equipment.

14. Loss, Damage or Destruction of Equipment. Lessee shall bear all risks of damage to, or loss or destruction of, any Equipment during the lease term thereof and until such Equipment has been returned to Lessor pursuant to the provisions of Sections 17 or 19,

whichever is applicable. Except as otherwise herein expressly provided, no such damage to, or loss or destruction of, any Equipment, shall impair any obligation of Lessee to Lessor under this Lease, including, without limitation, the obligation to pay rent. In the event that any item of Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or if any item of Equipment or Lessor's title thereto shall be requisitioned or seized by any governmental authority (each such occurrence being hereinafter called a "Casualty Occurrence") during the lease term of such item and until such item has been returned to Lessor in accordance with the provisions of Section 17 or 19 hereof, whichever is applicable, Lessee shall promptly notify Lessor in writing of such fact, fully informing Lessor of all details with respect thereto. On the next succeeding Rent Payment Date with respect to such item (or within thirty (30) days after such Casualty Occurrence if there is no succeeding Rent Payment Date), Lessee shall pay Lessor an amount equal to the sum of (i) the accrued rent payable for such item from the date of such Casualty Occurrence up to and including the date of such payment, plus (ii) an amount equal to the Stipulated Loss Value, as hereinafter defined, of such item as of the date of such payment in accordance with the Schedule of Stipulated Loss Values attached hereto as Exhibit "C". Upon the making of such payment by Lessee in respect to any item of Equipment, then, at the option of Lessor, either (a) the rent for such item shall cease to accrue as of the date of such payment, the lease term shall

terminate, and all of Lessor's title to and rights in such item shall automatically pass to Lessee, or (b) Lessor will replace such item of Equipment with another item of like kind, and such replacement item shall be leased hereunder by Lessee for the then remaining lease term (plus any permitted extensions thereof) of the original item that sustained a Casualty Occurrence, and for the same monthly rent as for such original item, and subject to all of the other terms and conditions of this Lease. Any insurance proceeds received as the result of a Casualty Occurrence with respect to an item of Equipment shall be applied first in reduction of any then unpaid obligation of Lessee to Lessor hereunder and secondly in reduction of Lessee's obligation to pay the Stipulated Loss Value for such item, if not already paid by Lessee to Lessor, or, if already paid by Lessee, to the reimbursement of Lessee for its payment of such Stipulated Loss Value, and the balance of the insurance proceeds, if any, shall be paid to Lessee, if Lessee is not then in default hereunder. In the event that an item of Equipment has been damaged, but not irreparably, Lessor shall, if no Event of Default has occurred and is continuing hereunder, release to Lessee the proceeds of any insurance received by Lessor as a result of such damage for the purpose of reimbursing Lessee for the costs of repairing or restoring such item, upon receipt by Lessor of evidence, satisfactory to Lessor, that such repair or restoration has been completed, and an invoice therefor. The Stipulated Loss

Value of an item of Equipment as of any Rent Payment Date, means an amount equal to that percentage of the Acquisition Cost of such item as is set forth in the Schedule of Stipulation Loss Values attached hereto as Exhibit C applicable to the number of such Rent Payment Date.

15. Annual Reports. On or before May 1 in each year, commencing with May 1 next following the date hereof, Lessee will cause to be furnished to Lessor an accurate statement, as of the preceding April 1, (a) showing the amount, description and identifying numbers of all items of Equipment that may have suffered a Casualty Occurrence during the preceding twelve (12) months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition and state of repair of such items as Lessor may reasonably request, and (b) certifying that all items of Equipment have been marked as required by Section 9 hereof, and (c) stating the details, including the names and addresses, etc., of any sublease arrangement. Lessor shall have the right at its sole cost and expense, by its authorized representatives upon reasonable notice to Lessee, to inspect the items of Equipment and Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to Lessor the existence and proper maintenance thereof during the continuance of this Lease.

16. Insurance. Lessee will maintain, at its sole cost and expense, at all times during the lease term of any Equipment, and until such Equipment has been returned to Lessor in accordance with the provisions of Sections 17 or 19, whichever is applicable, with reputable insurers acceptable to Lessor (a) insurance in an amount not less than the Stipulated Loss Value (hereinbefore defined) of each item of Equipment leased hereunder, to the extent such insurance is available, insuring against loss and/or damage to such Equipment arising out of any risk covered by fire, windstorm, explosion, and extended coverage, and against such other risks as are customarily insured against by companies owning property of a similar character and engaged in a business similar to that engaged in by Lessee, and (b) comprehensive public liability and property damage insurance, in such amounts as may be satisfactory to Lessor, insuring against liability for death, bodily injury and property damage resulting from ownership, maintenance, use or operation of the Equipment. All insurance policies shall (i) name Lessor as an additional insured, with losses under the physical loss and/or damage policies to be payable to Lessor and Lessee (and also to any assignee of Lessor, if requested by such assignee) as their respective interests may appear, (ii) provide that the policies will not be invalidated as against Lessor (or as against any assignee of Lessor) because of any violation of a condition or warranty of the policy or application therefor by Lessee, and (iii) provide that

the policies may only be materially altered or cancelled by the insurer after thirty (30) days' prior written notice to Lessor and to any assignee of Lessor. Lessee shall deliver to Lessor, prior to the Lease Commencement Date for any item of Equipment (or at such other time or times as Lessor may request) a certificate or other evidence of the maintenance of all such insurance satisfactory to Lessor; provided, however, that Lessor shall be under no duty to examine such certificate or other evidence of insurance, or to advise Lessee in the event that its insurance is not in compliance with this Lease. In the event of failure on the part of Lessee to provide and furnish any of the aforesaid insurance, Lessor may procure such insurance and Lessee shall, upon demand, reimburse Lessor for all expenditures made by Lessor for such insurance, together with interest thereon computed at the rate of twelve percent (12%) per annum (or the maximum per annum rate of interest permitted by law, whichever is less), from the date of Lessor's payment until reimbursed by Lessee. The comprehensive physical loss or damage insurance policy or policies shall also provide that upon receipt by the insurer from Lessor of any written notice of the occurrence of an Event of Default hereunder, any proceeds payable by said insurer with respect to any loss or destruction of, or damage to, any Equipment, shall be payable solely to Lessor (and to any assignee of Lessor, if

requested by such assignee) from the date of said insurer's receipt of such written notice, up to the date said insurer receives written notice from Lessor that said Event of Default is no longer continuing hereunder.

17. Return of Equipment. Upon the expiration or termination of the lease term of any Equipment, whether by the passage of time or otherwise, Lessee will forthwith surrender and return possession of such Equipment to Lessor, in its original condition as of the Lease Commencement Date therefor, reasonable wear and tear only being excepted, by (a) properly preparing, crating and/or assembling such Equipment for shipment by common carrier, and (b) shipping such Equipment by common carrier, with insurance and freight prepaid, to a place designated by Lessor, which place shall not be greater in distance than from the then location of such Equipment to Waltham, Massachusetts.

18. Lessor's Ownership; Equipment to be and Remain Personal Property. Lessee acknowledges and agrees that it has not, and by the execution of this Lease 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 Equipment, nor any property right or interest, legal or equitable, therein, except its rights as Lessee hereunder and subject to the terms hereof. It is expressly understood that all of the Equipment shall be and remain personal property.

If Lessee is unable to return, or is prevented from returning, any Equipment to Lessor upon the expiration or termination of the lease term thereof as required under Section 17 hereof, for any reason whatsoever, including, but not limited to, the assertion by any third party of any claim against such Equipment, or of any right with respect thereto, then, in any such event, Lessee shall forthwith notify Lessor in writing of such fact, such Equipment shall, for all purposes of this Lease, be deemed to have been the subject of a Casualty Occurrence, and Lessee shall forthwith pay Lessor the amounts provided in Section 14 hereof, with respect to such Equipment, at the time, in the manner, and with the consequences provided in such Section.

19. Events of Default. If, during the continuance of this Lease, one or more of the following events (herein called "Events of Default") shall occur:

A. Default shall be made in the payment of any rent hereunder, or default shall be made in the payment of any other obligation provided for in this Lease, and any such default shall continue for more than five (5) days after written notice thereof to Lessee;

B. Lessee shall default in the observance and/or performance of any other covenant, condition and agreement on the part of Lessee to be observed and/or performed under this Lease and such default shall continue for thirty (30) days after written notice

from Lessor to Lessee specifying the default and demanding the same to be remedied;

C. Any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto shall at any time prove to be incorrect when made in any material respect;

D. Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of Lessee's rights and obligations hereunder, or Lessee shall make or permit any unauthorized sublease or transfer of any Equipment, or of the possession of same;

E. Lessee shall make an assignment for the benefit of its creditors, or cease being in substantially the same line or lines of business in which Lessee is presently engaged, or cease doing business as a going concern, or become insolvent or bankrupt or admit in writing its inability to pay its debts as they mature, or consent to the appointment of a trustee or receiver, or a trustee or a receiver shall be appointed for Lessee or for a substantial part of Lessee's property without Lessee's consent and such appointment shall not be dismissed for a period of sixty (60) days, or bankruptcy, reorganization, insolvency, arrangement, or liquidation proceedings shall be instituted by or against Lessee and, if instituted against Lessee, shall not be discharged or dismissed for a period of thirty (30) days, or Lessee's corporate existence shall terminate; or

F. Any obligation of Lessee to John Hancock Mutual Life Insurance Company or First National City Bank, New York, under, respectively, a certain note agreement with said John Hancock Mutual Life Insurance Company dated October 12, 1972, or a certain loan agreement with said First National City Bank dated July 30, 1972, (or any refundings thereof), shall as a result of an Event of Default under either of said agreements be declared to be due and payable prior to the stated maturity thereof;

then, in any such case, Lessor, at its option, may do any one or more of the following:

(1) declare this Lease in default upon written notice to Lessee, whereupon, the entire amount of rent remaining to be paid over the balance of the lease term of all Equipment then leased hereunder, computed from the date of Lessee's default, shall become immediately due and payable;

(2) proceed by appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by Lessee of the covenants and terms of this Lease and/or to recover damages for the breach thereof;

(3) terminate this Lease upon written notice to Lessee;

(4) whether or not this Lease be so terminated, and without notice to Lessee, repossess the Equipment wherever found, with or without legal process, and for this purpose Lessor

and/or its agents may enter upon any premises of or under the control or jurisdiction of Lessee or any agent of Lessee without liability for suit, action or other proceeding by Lessee (any damages occasioned by such repossession being hereby expressly waived by Lessee) and remove the Equipment therefrom.

With respect to any Equipment returned to Lessor, or repossessed by Lessor pursuant to subparagraph (4) above, Lessor may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public, cash or credit sale, or may re-lease same for such term and upon such rental as shall be solely determined by Lessor. In the event of the sale or re-leasing by Lessor of any such Equipment, Lessee shall be liable for, and Lessor may forthwith recover from Lessee as liquidated damages for breach of this Lease, and not as a penalty, an amount equal to the sum of (X) the entire amount of rent which would have accrued for the balance of the lease term of such Equipment, computed from the date of Lessee's default, plus (Y) an amount equal to fifteen percent (15%) of the actual cost to Lessor of such Equipment (which amount represents Lessor's estimate, as of the date of the execution of this Lease, of what the minimum value of such Equipment would be at the end of the lease term), less (Z) the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses of repossession, storage, repairs, reconditioning, sale, re-leasing, attorneys' fees and collection fees

If Lessee fails to deliver any Equipment to Lessor or Lessor is unable, for any reason, to effect repossession of any Equipment, then, with respect to such Equipment, Lessee shall be liable for, and Lessor may forthwith recover from Lessee as liquidated damages for breach of this Lease, and not as a penalty, an amount equal to the sum of the amounts specified in items (X) and (Y) above for such Equipment.

Whether or not any Equipment is returned to, or repossessed by Lessor, as aforesaid, Lessee shall also be liable for, and Lessor may forthwith recover from Lessee, all unpaid rent and other unpaid sums that accrued prior to the date of Lessee's default. In addition to the foregoing, Lessor may also recover from Lessee all costs and expenses, including, without limitation, reasonable attorneys' fees and fees of collection agencies, incurred by Lessor in exercising any of its rights or remedies hereunder.

Since pursuant to the foregoing Lessor may receive or recover payment of the amounts specified in subparagraph (1) and items (X) and (Y) above earlier than Lessor would otherwise be entitled to receive or recover same but for Lessee's default, such amounts shall be discounted to their then present value at the rate of six percent (6%) per annum, and there shall be added to such amounts, after such discount, interest at the rate specified in Section 23.1 hereof from the date of Lessee's default up to the date of the payment of such amounts to Lessor.

In the event that any court of competent jurisdiction determines that any provision of this Section 19 is invalid or unenforceable in whole or in part, such determination shall not prohibit Lessor from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which Lessor seeks to recover such damages. Any repossession or resale of any Equipment shall not bar an action for damages for breach of this Lease, as hereinbefore provided, and the bringing of an action or the entry of judgment against Lessee shall not bar Lessor's right to repossess any or all Equipment.

The remedies herein provided in favor of Lessor, shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in Lessor's favor existing in law, in equity or in bankruptcy.

20. Assignment and Mortgage. Lessor may assign this Lease, and may grant a mortgage on, or security interest in, any Equipment to any such assignee, in whole or in part, without notice to, or the consent of, Lessee, provided that the rights of Lessee under this Lease shall not be subordinate to any such mortgage, security interest or assignment. Each such assignee shall have all of the rights but none of the obligations of Lessor under this Lease and Lessee shall, upon receipt of written notice thereof, recognize each such assignment and mortgage or security interest and shall

accept and comply with the directions or demands given in writing by any such assignee. Lessee shall not assert against such assignee any defense, counter-claim or set-off that Lessee may have against Lessor. However, nothing herein shall relieve Lessor from its obligations to Lessee hereunder. After any such assignment this Lease may not be amended or modified without the prior written consent of any such assignee. Upon any assignment of this Lease or the granting of any mortgage on, or security interest in, any of the Equipment, Lessor or its assignee may record any instruments relating to the assignment, mortgage, or security interest desired by Lessor or such assignee in accordance with the laws of appropriate jurisdictions.

21. Recording and Filing; Expenses. Lessee will, upon demand of Lessor, at Lessee's cost and expense, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will re-file, re-register, re-record or re-deposit whenever required) any and all further instruments required by law in the United States or requested by Lessor (or any assignee of Lessor) including, without limitation, financing statements under the Uniform Commercial Code (which, notwithstanding the intent of Lessor and Lessee that this is a true lease, Lessor shall have the right to file wherever and whenever Lessor requires), for the purpose of proper protection to the satisfaction of Lessor, (and/or of Lessor's assignee) of Lessor's title to any Equipment (and/or

of Lessor's assignee's security interest, if any, in any of the Equipment) or for the purpose of carrying out the intention of this Lease. Lessee will also pay, or will upon demand reimburse Lessor, for all of the reasonable out-of-pocket costs and expenses incurred by Lessor in connection with this Lease and/or Lessor's purchase of any of the Equipment for lease hereunder, and for all fees and costs of any attorney specially retained by Lessor to take any action or proceeding to enforce the terms of this Lease.

22. Financial Statements. If so requested by Lessor, Lessee will furnish Lessor unaudited quarterly financial statements of Lessee within sixty (60) days after the end of each quarter, certified to be true and correct by its chief financial officer, and will also furnish Lessor, within one hundred twenty (120) days after the close of each fiscal year of Lessee, a consolidated Balance Sheet and Profit and Loss Statement as of the end of such year, certified by the independent public accountants of Lessee.

23. Miscellaneous.

23.1 Late Charges on Overdue Payments. Any nonpayment of rent or other amounts due hereunder shall result in the obligation on the part of Lessee promptly to pay also an amount equal to twelve percent (12%) per annum (or the maximum per annum rate of interest permitted by law, whichever is less) of the overdue rent or other amounts for the period of time during which they are overdue.

23.2 Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States mails, first-class postage prepaid, addressed to either party at its address set forth herein, or to such other address as either party shall hereafter furnish to the other in writing.

23.3 Entire Agreement; Severability; Effect and Modification of Lease. This Lease constitutes the entire agreement between the parties with respect to the leasing of the Equipment. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers or designees of Lessor and Lessee.

23.4 Execution in Counterparts. This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

23.5 Venue; Governing Law. If any of the Equipment or Lessee is located in the states of California or Florida, this Lease, at the option of Lessor, is performable and payable in the County of Los Angeles, California, or Dade County, Florida, respectively, and in the event that suit is brought to enforce the terms hereof, Lessor and Lessee agree that any court of competent jurisdiction situated in the aforesaid counties and states shall have venue of such action. Lessor and Lessee agree that this Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

23.6 Lessor's Right to Perform for Lessee. If Lessee fails to duly and promptly perform any of its obligations under this Lease (except for the payment of rent) or fails to comply with any of the covenants or agreements contained herein, Lessor may itself perform such obligations or comply with such covenants or agreements, for the account of Lessee without thereby waiving any default, and any amount paid or expense (including reasonable attorneys' fees) incurred by Lessor in connection with such performance or compliance shall, together with interest thereon at the rate of twelve percent (12%) per annum (providing such rate does not exceed the maximum rate permitted by law, in which event the maximum rate permitted by law shall apply) be payable by Lessee to Lessor on demand.

23.7 Agreement for Lease Only. Lessor and Lessee agree

that this Lease is and is intended to be a true lease (and not a lease intended as security or a lease in the nature of a security interest) and further agree to treat same as a true lease for all purposes, including, without limitation, legal, tax, clerical and accounting.

23.8 Multiple Lessees. In the event that more than one Lessee is named in this Lease the liability of each Lessee hereunder shall, without limitation, be joint and several.

IN WITNESS WHEREOF, Lessor and Lessee, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, as of the date first above written.

FCB LEASING LTD. (LESSOR)

By /s/ John J. Stigle
(authorized signature)

Its Executive Vice President
(title)

(corporate seal)

Attest:

By: /s/ John J. Stigle
~~Secretary~~
Executive Vice President

SOUTHWIDE, INC. (LESSEE)

By /s/ T. W. Canfield
(authorized signature)

Its Vice President
(title)

(corporate seal)

Attest:

By: /s/ Robert I. Weissman
Secretary

EXHIBIT A

CERTIFICATE OF INSPECTION AND ACCEPTANCE

Pursuant to Equipment Lease (Lease No. _____) dated _____, 197_ (the "Lease"), and Rental Schedule No. _____ thereunder, by and between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02154, and _____ ("Lessee") a _____ corporation, with a place of business at _____, the undersigned, for and on behalf of Lessee, and being duly authorized so to do, hereby (a) certifies that the following equipment (the "Equipment") has been delivered to, and inspected by Lessee and is in good working order, repair and condition, and has been installed to the satisfaction of Lessee, and (b) unconditionally accepts the Equipment all purposes of the Lease, as of the date hereof.

Quantity

Description of Equipment

(Lessee)

By _____
(authorized signature)

Its _____
(title)

Date: _____

EXHIBIT B

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. _____) dated _____, 197____, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and _____, ("Lessee") a _____ corporation, with a place of business at _____,

the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
-----------------	---------------------------------	-------------------------	-----------------------

Aggregate Monthly Rental \$ _____

Term of Lease: _____

Location of Equipment: _____
(Street No., City or Town and State)

Lease Commencement Date for Equipment: _____

First Month's Partial Rent (if applicable) _____

FCB LEASING LTD. (Lessor) _____ (Lessee)

By _____
(authorized signature)

BY _____
(authorized signature)

Its _____
(title)

Its _____
(title)

Date of Execution: _____

Date of Execution: _____

EXHIBIT C

SCHEDULE OF STIPULATED LOSS VALUES

<u>Rent Payment No.</u>	<u>% of Acquisition Cost</u>	<u>Rent Payment No.</u>	<u>% of Acquisition Cost</u>	<u>Rent Payment No.</u>	<u>% of Acquisition Cost</u>	<u>Rent Payment No.1</u>	<u>% of Acquisition Cost</u>
1	107.2	28	96.2	55	77.0	82	49.4
2	107.0	29	95.7	56	76.1	83	48.2
3	106.7	30	95.1	57	75.2	84	47.0
4	106.4	31	94.5	58	74.3	85	45.8
5	106.1	32	93.9	59	73.4	86	44.6
6	105.8	33	93.3	60	72.5	87	43.4
7	105.5	34	92.7	61	71.5	88	42.2
8	105.2	35	92.0	62	70.6	89	40.9
9	104.8	36	91.4	63	69.7	90	39.6
10	104.5	37	90.7	64	68.7	91	38.4
11	104.1	38	90.1	65	67.7	92	37.1
12	103.7	39	89.4	66	66.7	93	35.8
13	103.4	40	88.7	67	65.7	94	34.5
14	103.0	41	88.0	68	64.7	95	33.2
15	102.6	42	87.3	69	63.7	96	31.8
16	102.1	43	86.6	70	62.7	97	30.5
17	101.7	44	85.8	71	61.6	98	29.2
18	101.3	45	85.1	72	60.6	99	27.8
19	100.8	46	84.3	73	59.5	100	26.4
20	100.4	47	83.5	74	58.4	101	25.0
21	99.9	48	82.8	75	57.4	102	23.6
22	99.4	49	82.0	76	56.2	103	22.2
23	98.9	50	81.2	77	55.1	104	20.
24	98.4	51	80.4	78	54.0	105	19.
25	97.9	52	79.5	79	52.9	106	17.9
26	97.4	53	78.7	80	51.7	107	16.9
27	96.8	54	77.8	81	50.6	108	15.

After Monthly Rent Payment Date Number 108, and during any extended term of the Lease 15.0

Initials - Lessee

Initials - Lessor

ADDENDUM NO. 1 TO EQUIPMENT LEASE

BETWEEN

FCB LEASING LTD., Lessor

AND

SOUTHWIDE, INC., Lessee

By the execution of this Addendum No. 1, FCB LEASING LTD. ("Lessor") and SOUTHWIDE, INC. ("Lessee") consent to the terms and provisions of this Addendum to Equipment Lease No. 73-2-70-1 (the "Lease") and to making the terms and provisions hereof a part of said Lease.

FIRST: Each Rental Schedule executed and delivered pursuant to the provisions of Section 6 of the Lease shall provide for One Hundred and Eight (108) consecutive equal monthly payments, in advance, in an amount equal to 1.476% of the Acquisition Cost for each item of Equipment listed in said Rental Schedule. Lessor and Lessee agree and acknowledge that said rental payments are predicated on simple interest at the rate of 11 $\frac{1}{4}$ % per annum. In the event that the prime interest rate (as hereinafter defined) as of any date subsequent to the date of execution of this Addendum is less than the rate of 7% per annum, the rental payment due on the next following Rental Payment Date and on each succeeding Rental Payment Date will be adjusted to reflect a rental based on a simple interest rate of 9 $\frac{1}{4}$ % per annum for the balance of the lease term, and such reduced rental shall continue during the remaining term of this Lease notwithstanding that at any time or times thereafter said prime interest rate shall increase to a rate greater than 7% per annum. As used herein the term "prime interest rate" shall mean the prime interest rate of First National City Bank, New York City, on ninety (90) day commercial loans to its largest and most responsible corporate borrowers. For the purpose of determining the rental payments due on account of any adjustments required by the foregoing provisions hereof, reference shall be made to Financial Compound Interest and Annuity Tables (Fifth Edition) published by Financial Publishing Company.

SECOND: The following section to be designated "Section 24" is hereby added to said Lease:

"Section 24. Renewal and Purchase Options of Lessee. Not more than six (6) months prior to the end of the original lease term for the first item of Equipment leased hereunder (and, if the original lease term for all of the items of Equipment then leased hereunder is extended as hereinafter provided, not more than six (6) months prior to the end of each one (1) year extension) Lessee shall (in the event Lessor and Lessee shall not have previously agreed upon the

fair market value) cause the Appraiser (as hereinafter defined) to make, at the expense of the Lessee, an appraisal of the fair market value of all items then leased hereunder, and the report of the Appraiser setting forth its determination of such fair market value shall be delivered both to Lessor and Lessee not later than four (4) months prior to the end of such lease term (and each such extended term). Such fair market value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction, assuming, whether or not such is true, the items to be in the condition and maintained as required by Section 13 hereof, between an informed and willing buyer-user (other than (i) a lessee currently in possession and (ii) a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. Such fair market value as so determined in respect of any such item is hereinafter called the "Market Value" of such item.

Lessee, by written notice delivered to Lessor not later than three (3) months prior to the end of the original lease term (and each such extended term) for such first item leased hereunder, unless an Event of Default as defined in Section 19 hereof shall have occurred and be continuing, may elect to purchase all, but not fewer than all, of the items then leased for an aggregate purchase price equal to the greater of (i) the Market Value of all such items or (ii) the applicable percentage of the Acquisition Cost of all such items, determined as follows:

- (a) The applicable percentage during the three (3) month period prior to the expiration of the original lease term for the first item of Equipment delivered and leased hereunder shall be fifteen percent (15%);
- (b) The applicable percentage during the three (3) month period prior to the end of the first extended one (1) year term (if the lease is so extended) shall be ten percent (10%);
- (c) The applicable percentage during the three (3) month period prior to the end of the second term (if the lease is so extended) shall be ten percent (10%);
- (d) The applicable percentage during the three (3) month period prior to the end of the third extended term (if the lease is so extended) shall be five percent (5%).

The applicable portion of said purchase price is to be payable for each such item on the date on which the lease term for each item expires. Upon payment of any such portion of such purchase price, Lessor shall upon request of Lessee execute and deliver to Lessee, a bill of sale (without representations or warranties except that such items are free and clear of all

claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under Lessor) for such items paid for, and such other documents as may be required to release such items from the terms and scope of this Lease and to transfer title thereto to the Lessee in such form as may reasonably be requested by Lessee, all at Lessee's expense.

The term Appraiser shall mean such independent appraiser as Lessor and Lessee may mutually agree upon, or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by Lessor, the second by Lessee and the third designated by the first two so selected.

In the event that Lessee does not exercise the purchase options hereinabove described, Lessee, by written notice delivered to Lessor not later than three (3) months prior to the end of the original (and each such extended) lease term for such first item leased hereunder, unless an Event of Default as defined in Section 19 hereof shall have occurred and be continuing, may elect to extend the term of this Lease for three (3) one (1) year terms with respect to not fewer than all of the items of Equipment then leased hereunder at an annual rental payable in a lump sum on or before the commencement of such extended term as follows:

- (a) The annual rental for the first one (1) year extended term shall be equal to four percent (4%) of the Acquisition Cost of all items of Equipment then leased hereunder;
- (b) The annual rental for the second one (1) year extended term shall be equal to three percent (3%) of the Acquisition Cost of all items of Equipment then leased hereunder;
- (c) The annual rental for the third one (1) year extended term shall be equal to three percent (3%) of the Acquisition Cost of all items of Equipment then leased hereunder."

THIRD: The following subsection to be designated "(g)" is hereby added to Section 11 of the Lease immediately following Subsection (f):

"(g) Any claims for a brokerage commission or fees as a result of the consummation of this Lease except for any brokerage commissions due to Tri-Continental Leasing Company, which as between Lessor and Lessee shall be borne by Lessor."

FOURTH: The Equipment to be leased hereunder shall consist of not more than one hundred (100) used refrigerator

boxcars and the aggregate Acquisition Cost for each item shall not exceed Eight Thousand Two Hundred Fifty Dollars (\$8,250.00), plus applicable taxes.

SOUTHWIDE, INC., Lessee

FCB LEASING LTD., Lessor

BY: /s/ T. W. Canfield

BY: /s/ John J. Stigle

TITLE: Vice Pres

TITLE: Executive Vice President

DATE: 10/15/73

DATE: 10/15/73

ADDENDUM NO. 2 TO EQUIPMENT LEASE

BETWEEN

FCB LEASING LTD., LESSOR

AND

SOUTHWIDE, INC., LESSEE

This Addendum No. 2 dated as of July 30, 1974 between FCB LEASING LTD. (Lessor), a Delaware corporation and SOUTHWIDE, INC. (Lessee), a Delaware corporation.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into an Equipment Lease dated as of September 27, 1973 as amended by Addendum No. 1 thereto dated 10/15/73 (said Equipment Lease as so amended being herein referred to as the "Equipment Lease") providing, among other things, for the acquisition by Lessor and the lease by Lessor to Lessee of the "Equipment" referred to in said Equipment Lease and more particularly described on certain Rental Schedules executed pursuant to the Equipment Lease (the "Rental Schedules"), copies of which Rental Schedules are attached hereto as Exhibit A and made a part hereof, a schedule of the present and former serial numbers of said Equipment being set forth on the schedule attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Lessor and Lessee desire to enter into this Addendum No. 2.

NOW, THEREFORE, for value received, and for other good and valuable consideration, receipt of which by Lessor and Lessee is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Paragraph (a) of Section 1 of the Equipment Lease is hereby amended by deleting the period at the end thereof and by adding to said paragraph (a) at the end thereof

the following language.

" , and more particularly described on the Rental Schedules attached as Exhibit A and the schedule attached as Exhibit B to Addendum No. 2 to this Equipment Lease."

2. Except as hereinabove amended the Equipment Lease shall remain in full force and effect without further modification or change.

IN WITNESS WHEREOF, FCB LEASING LTD. and SOUTHWIDE, INC. have executed and delivered this Addendum No. 2 as of the day and the year first above written.

FCB LEASING LTD.

By: /s/ John J. Stigle [SEAL]
Executive Vice President

SOUTHWIDE, INC.

By: /s/ T. W. Canfield [SEAL]
Vice President

CORRECTED COPY

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 50⁴ Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease; for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
(A) 1	Railroad Car No. FCWX 4090	\$8,250	\$121.77
(B) 1	Railroad Car No. FCWX 4082	8,250	\$121.77
(C) 1	Railroad Car No. FCWX 4010	8,250	121.77

Aggregate Monthly Rental \$ 365.31

Term of Lease: 108 months

Lease Commencement Date for Equipment: (A) 10/5/73; (B) 10/7/73; (C) 10/10/73

First Month's Partial Rent (if applicable) (A) \$101.50; (B) \$93.38; (C) \$81.20

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By J.E. [Signature]
(authorized signature)

BY [Signature]
(authorized signature)

Its Vice President
(title)

Its Financial Vice President
(title)

Date of Execution: _____

Date of Execution: _____

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4005	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4015	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4022	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4024	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4026	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4035	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4040	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4059	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4098	\$8282.50	\$122.24

\$1100.16

Aggregate Monthly Rental \$

Term of Lease: 108Lease Commencement Date for Equipment: 10-15-73First Month's Partial Rent (if applicable) \$549.99

FCB LEASING LTD. (Lessor)

By John H. Hyle
(authorized signature)Its Exec. Vice Pres.
(title)

SOUTHWIDE, INC. (Lessee)

BY P. W. Campbell
(authorized signature)Its Financial Vice President
(title)Date of Execution: 11/6/73Date of Execution: October 17, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4046	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4096	\$8282.50	\$122.24
1	Railroad Car No. FXWX 4097	\$8282.50	\$122.24

Aggregate Monthly Rental \$ \$366.72

Term of Lease: 108 Months

Lease Commencement Date for Equipment: 10-12-73

First Month's Partial Rent (if applicable) \$219.99

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By *John H. Hays*
(authorized signature)

BY *J. M. Mould*
(authorized signature)

Its *Exec. Vice Pres.*
(title)

Its Financial Vice President
(title)

Date of Execution: 11/6/73

Date of Execution: October 17, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4006	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4011	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4078	\$8282.50	\$122.24

Aggregate Monthly Rental \$ \$366.72

Term of Lease: 108

Lease Commencement Date for Equipment: 10-16-73

First Month's Partial Rent (if applicable) \$537.82 (partial month = 171.10)

FCB LEASING LTD. (Lessor)

By *John H. Hight*
(authorized signature)

Its *Exec. Vice Pres*
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

By *R. H. Campbell*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: October 19, 1973

RENTAL SCHEDULE

rsuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, he "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and UTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business

Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same lease, (b) agrees to lease such Equipment from Lessor effective the Lease commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4003	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4021	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4030	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4034	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4036	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4043	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4044	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4049	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4054	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4064	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4065	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4076	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4087	\$8282.50	\$122.24

\$1,589.12

Aggregate Monthly Rental \$

Term of Lease: 108

Lease Commencement Date for Equipment: 10-22-73

First Month's Partial Rent (if applicable) \$2,012.79

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By John H. Hyle
(authorized signature)

By Amuel B. Bollen
(authorized signature)

Its Exec. Vice Pres.
(title)

Its Financial Vice President
(title)

Date of Execution: 11/6/73

Date of Execution: October 23, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX4002	\$8282.50	\$122.24
1	Railroad Car No. FCWX4050	\$8282.50	\$122.24
1	Railroad Car No. FCWX4062	\$8282.50	\$122.24
1	Railroad Car No. FCWX4063	\$8282.50	\$122.24
1	Railroad Car No. FCWX4080	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 611.20

Term of Lease: 108

Lease Commencement Date for Equipment: October, 26, 1973

First Month's Partial Rent (if applicable) \$692.65

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By *John Hall*
(authorized signature)

BY *D. Randolph*
(authorized signature)

Its *Exec. Vice Pres*
(title)

Its Financial Vice President
(title)

Date of Execution: 11/6/73

Date of Execution: October 29, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4016	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4018	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4023	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4028	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4029	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4039	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4042	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4056	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4057	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4071	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4088	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4091	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4095	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 1,589.12

Term of Lease: 108

Lease Commencement Date for Equipment: October 29, 1973

First Month's Partial Rent (if applicable) \$1,642.03

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)

Its *Exec. Vice Pres.*
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY *P. R. Ruffield*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: October 31, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4019	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: October 25, 1973

First Month's Partial Rent (if applicable) \$142.59

FCB LEASING LTD. (Lessor)
By *John H. Hight*
(authorized signature)

Its *Exec. Vice Pres.*
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)
BY *[Signature]*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 2, 1973

18
RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4007	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4045	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4061	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4069	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4081	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4089	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 733.44

Term of Lease: 108

Lease Commencement Date for Equipment: November 1, 1973

First Month's Partial Rent (if applicable) \$708.18

FCB LEASING LTD. (Lessor)

By *John H. Taylor*
(authorized signature)

Its *Assistant Vice Pres*
(title)

Date of Execution: 11/8/73

SOUTHWIDE, INC. (Lessee)

BY *P. W. Caldwell*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 2, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4027	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4041	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4051	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4052	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4074	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4083	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 733.44

Term of Lease: 108

Lease Commencement Date for Equipment: November 6, 1973

First Month's Partial Rent (if applicable) \$586.08

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)

Its *Vice Pres.*
(title)

Date of Execution: 11/15/73

SOUTHWIDE, INC. (Lessee)

BY *R. P. Randall*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 6, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4000	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4020	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4067	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4072	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4073	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4077	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4084	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4094	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 977.92

Term of Lease: 108

Lease Commencement Date for Equipment: November 7, 1973

First Month's Partial Rent (if applicable) \$748.88

FCB LEASING LTD. (Lessor)

By John J. Hight
(authorized signature)

Its Exec. Vice President
(title)

Date of Execution: 11/15/73

SOUTHWIDE, INC. (Lessee)

BY W. H. Paulfield
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 7, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4001	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4093	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: November 8, 1973

First Month's Partial Rent (if applicable) \$179.08

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By *John H. Stegall*
(authorized signature)

BY *[Signature]*
(authorized signature)

Its *Exec. Vice President*
(title)

Its Financial Vice President
(title)

Date of Execution: 11/15/73

Date of Execution: November 9, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4008	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4033	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4060	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4066	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4086	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 611.20

Term of Lease: 108

Lease Commencement Date for Equipment: November 14, 1973

First Month's Partial Rent (if applicable) \$325.60

FCB LEASING LTD. (Lessor)

By *John H. Hays*
(authorized signature)

Its *John H. Hays*
(title)

Date of Execution: 11/19/73

SOUTHWIDE, INC. (Lessee)

BY *John H. Hays*
(authorized signature)

Its Fenanical Vice President
(title)

Date of Execution: November 14, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4032	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4079	\$8282.50	\$122.24

334.10
244.48

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: November 19, 1973

First Month's Partial Rent (if applicable) \$334.10

FCB LEASING LTD. (Lessor)

By *J. Schuffly*
(authorized signature)

Its *Chairman Vice President*
(title)

Date of Execution: 11/28/73

SOUTHWIDE, INC. (Lessee)

BY *P. Paul*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 19, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973 (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of said for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4017	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4025	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4047	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4013	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 488.96

Term of Lease: 108

Lease Commencement Date for Equipment: November 21, 1973

First Month's Partial Rent (if applicable) \$635.62

FCB LEASING LTD. (Lessor)

By *John H. Taylor*
(authorized signature)

Its *President*
(title)

Date of Execution: 11/28/73

SOUTHWIDE, INC. (Lessee)

BY *P. H. ...*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 26, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4037	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4038	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4058	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4085	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 488.96

Term of Lease: 108

Lease Commencement Date for Equipment: November 26, 1973

First Month's Partial Rent (if applicable) \$554.14

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By *John H. Hight*
(authorized signature)

BY *D. A. Campbell*
(authorized signature)

Its *Executive Vice President*
(title)

Its Financial Vice President
(title)

Date of Execution: 12/5/73

Date of Execution: November 27, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4009	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4048	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: December 3, 1973

First Month's Partial Rent (if applicable) \$219.99

FCB LEASING LTD. (Lessor)

By [Signature]
(authorized signature)

Its [Signature]
(title)

Date of Execution: 12/11/73

SOUTHWIDE, INC. (Lessee)

BY [Signature]
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 4, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4075	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: December 6, 1973

First Month's Partial Rent (if applicable) \$97.77

FCB LEASING LTD. (Lessor)

By John J. Hight
(authorized signature)

Its President
(title)

Date of Execution: 12/26/73

SOUTHWIDE, INC. (Lessee)

BY F. J. Cull
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 6, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4068	\$8282.50	\$122.24

122.24

Aggregate Monthly Rental \$

Term of Lease: 108

Lease Commencement Date for Equipment: December 11, 1973

First Month's Partial Rent (if applicable) \$77.40

FCB LEASING LTD. (Lessor)

By *[Signature]*
(authorized signature)

Its *[Signature]*
(title)

Date of Execution: 12/18/73

SOUTHWIDE, INC. (Lessee)

BY *[Signature]*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 12, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4004	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: December 14, 1973

First Month's Partial Rent (if applicable) \$65.18

FCB LEASING LTD. (Lessor)

By *John H. Hight*
(authorized signature)

Its *Executive Vice President*
(title)

SOUTHWIDE, INC. (Lessee)

BY *[Signature]*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: 12/26/73

Date of Execution: December 18, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4055	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4012	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: January 2, 1974

First Month's Partial Rent (if applicable) \$228.14

FCB LEASING LTD. (Lessor)

By *John H. Hyde*
(authorized signature)

Its *Executive VP*
(title)

Date of Execution: 1/5/74

SOUTHWIDE, INC. (Lessee)

BY *D. P. ...*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: January 7, 1974

Schedule of Serial Numbers of Ninety-Eight (98)
Used Forty Foot Class RB Railroad Box Cars
covered by Equipment Lease between FCB Leasing Ltd.,
Lessor, and Southwide, Inc., Lessee, and the
Rental Schedules executed thereunder

Present Number

FCWX	4000	(former number DSDX 2003)
FCWX	4001	(former number DSDX 2005)
FCWX	4002	(former number DSDX 2007)
FCWX	4003	(former number DSDX 2010)
FCWX	4004	(former number DSDX 2012)
FCWX	4005	(former number DSDX 2014)
FCWX	4006	(former number DSDX 2019)
FCWX	4007	(former number DSDX 2020)
FCWX	4008	(former number DSDX 2026)
FCWX	4009	(former number DSDX 2027)
FCWX	4010	(former number DSDX 2028)
FCWX	4011	(former number DSDX 2032)
FCWX	4015	(former number DSDX 2045)
FCWX	4016	(former number DSDX 2046)
FCWX	4017	(former number DSDX 2048)
FCWX	4018	(former number DSDX 2049)
FCWX	4019	(former number DSDX 2050)
FCWX	4020	(former number DSDX 2051)
FCWX	4021	(former number DSDX 2054)
FCWX	4022	(former number DSDX 2055)
FCWX	4023	(former number DSDX 2056)
FCWX	4024	(former number DSDX 2059)
FCWX	4025	(former number DSDX 2060)
FCWX	4026	(former number DSDX 2061)
FCWX	4027	(former number DSDX 2062)
FCWX	4028	(former number DSDX 2063)
FCWX	4029	(former number DSDX 2066)
FCWX	4030	(former number DSDX 2067)
FCWX	4031	(former number DSDX 2068)

Present Number

FCWX	4032	(former number DSDX 2070)
FCWX	4033	(former number DSDX 2071)
FCWX	4034	(former number DSDX 2072)
FCWX	4035	(former number DSDX 2073)
FCWX	4036	(former number DSDX 2074)
FCWX	4037	(former number DSDX 2075)
FCWX	4038	(former number DSDX 2079)
FCWX	4039	(former number DSDX 2081)
FCWX	4040	(former number DSDX 2082)
FCWX	4041	(former number DSDX 2083)
FCWX	4042	(former number DSDX 2084)
FCWX	4043	(former number DSDX 2085)
FCWX	4044	(former number DSDX 2088)
FCWX	4045	(former number DSDX 2090)
FCWX	4046	(former number DSDX 2092)
FCWX	4047	(former number DSDX 2094)
FCWX	4048	(former number DSDX 2097)
FCWX	4049	(former number DSDX 2098)
FCWX	4050	(former number DSDX 2101)
FCWX	4051	(former number DSDX 2105)
FCWX	4052	(former number DSDX 2112)
FCWX	4053	(former number DSDX 2113)
FCWX	4054	(former number DSDX 2114)
FCWX	4055	(former number DSDX 2116)
FCWX	4056	(former number DSDX 2119)
FCWX	4057	(former number DSDX 2120)
FCWX	4058	(former number DSDX 2122)
FCWX	4059	(former number DSDX 2125)
FCWX	4060	(former number DSDX 2126)
FCWX	4061	(former number DSDX 2127)
FCWX	4062	(former number DSDX 2129)
FCWX	4012	(former number DSDX 2134)
FCWX	4063	(former number DSDX 2135)
FCWX	4064	(former number DSDX 2137)
FCWX	4065	(former number DSDX 2138)

Present Number

FCWX	4066	(former number DSDX 2140)
FCWX	4067	(former number DSDX 2141)
FCWX	4068	(former number DSDX 2142)
FCWX	4069	(former number DSDX 2144)
FCWX	4070	(former number DSDX 2145)
FCWX	4071	(former number DSDX 2146)
FCWX	4072	(former number DSDX 2147)
FCWX	4073	(former number DSDX 2150)
FCWX	4074	(former number DSDX 2154)
FCWX	4075	(former number DSDX 2159)
FCWX	4076	(former number DSDX 2160)
FCWX	4077	(former number DSDX 2162)
FCWX	4078	(former number DSDX 2163)
FCWX	4079	(former number DSDX 2164)
FCWX	4080	(former number DSDX 2165)
FCWX	4081	(former number DSDX 2166)
FCWX	4082	(former number DSDX 2169)
FCWX	4083	(former number DSDX 2170)
FCWX	4013	(former number DSDX 2171)
FCWX	4084	(former number DSDX 2173)
FCWX	4085	(former number DSDX 2174)
FCWX	4086	(former number DSDX 2175)
FCWX	4087	(former number DSDX 2178)
FCWX	4088	(former number DSDX 2179)
FCWX	4089	(former number DSDX 2182)
FCWX	4090	(former number DSDX 2184)
FCWX	4091	(former number DSDX 2185)
FCWX	4092	(former number DSDX 2188)
FCWX	4093	(former number DSDX 2190)
FCWX	4094	(former number DSDX 2192)
FCWX	4095	(former number DSDX 2193)
FCWX	4096	(former number DSDX 2196)
FCWX	4097	(former number DSDX 2197)
FCWX	4098	(former number DSDX 2199)

Rental Schedules
(See Exhibit A to Addendum
No. 2 to Equipment Lease)

FCB LEASING LTD.
504 Totten Pond Road
Waltham, Massachusetts 02154

[Date]

Southwide, Inc.
Sterick Building
Memphis, Tennessee 38103

Re: Notification of Assignment

Gentlemen:

We refer to the Equipment Lease dated as of September 27, 1973, as amended, between the undersigned as Lessor and Southwide, Inc., as Lessee.

Capitalized terms used herein are used as defined in said Equipment Lease as amended.

You are hereby notified that the undersigned has entered into a Security Agreement dated as of August 31, 1974 with U.S. Steel Leasing Co., Inc. ("USSL") pursuant to which the undersigned has assigned and transferred unto USSL all of the undersigned's right, title and interest in and to the Equipment and all proceeds thereof, the Equipment Lease as amended and the Rental Schedules, including, without limitation, all of the undersigned's right to receive all monies due or to become due under the Equipment Lease or the Rental Schedules whether by way of rental payments, payments of Stipulated Loss Value, insurance proceeds, indemnity payments or otherwise.

In accordance with the terms of said Security Agreement and a certain Application Agreement referred to therein, a copy of each of which is enclosed herewith, (receipt of a copy of each of which is hereby acknowledged and the terms of which are hereby consented to by you) among USSL, the undersigned and National Commercial Bank & Trust Company, you are hereby directed to make payment of all amounts due and to become

Exhibit 3

due under the Equipment Lease and the Rental Schedules to:

National Commercial Bank & Trust Company
60 State Street
Albany, New York 12207
Attention:

We hereby designate USSL to receive all notices, demands, documents and other communications which you are required or permitted to give or make or serve upon us under the Equipment Lease and direct you to deliver to USSL at 71 Broadway, New York, New York 10006 or such other address as USSL may designate to you in writing all such notices, demands, statements, documents and other such communications.

You agree that you will not enter into any agreement amending, modifying or terminating the Equipment Lease without the prior consent thereto in writing of USSL and that any attempted amendment, modification or termination without such consent will be void as against USSL.

Kindly confirm receipt of the instructions contained in this letter by signing and returning to us the extra copy of this letter enclosed.

Very truly yours,

FCB LEASING LTD.

By: _____

Receipt acknowledged and consented
to this day of September, 1974.

SOUTHWIDE, INC.

By: _____

APPLICATION AGREEMENT

AGREEMENT dated as of August 31, 1974, by and among FCB LEASING LTD. ("FCB"), a Delaware corporation, U. S. STEEL LEASING CO., INC. ("USSL"), a Delaware corporation, and NATIONAL COMMERCIAL BANK & TRUST COMPANY (the "Agent"), a national banking association,

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not defined herein are used as defined in the certain Loan Agreement (the "Loan Agreement") dated as of the date hereof between FCB and USSL or in the Security Agreement referred to in the Loan Agreement;

WHEREAS, the Loan Agreement provides for the making by USSL to FCB of a non recourse loan in the amount of \$649,348.00 to be evidenced by the Note and to be payable solely out of certain collateral security assigned by FCB to USSL pursuant to the Security Agreement, including, among other security, FCB's right to all moneys due or to become due from the Lessee under the Equipment Lease and the Rental Schedules, whether by way of rental payments, payments of Stipulated Loss Value, insurance proceeds, indemnity payments or otherwise (all such moneys being herein called the "Assigned Moneys");

WHEREAS, the Loan Agreement and the Security Agreement provide for the appointment of the Agent to receive the

Assigned Moneys and the Lessee has been directed to make payments of the Assigned Moneys to the Agent pursuant to the Notification of Assignment;

WHEREAS, the parties hereto wish to enter into this Application Agreement to provide for the application of the Assigned Moneys received by the Agent from the Lessee; and

WHEREAS, FCB has provided the Agent with true copies of each of the Loan Agreement, the Note, the Security Agreement, the Equipment Lease and the Rental Schedules;

NOW, THEREFORE, in consideration of the premises and to induce USSL to enter into and perform the terms of the Loan Agreement, the parties hereto agree as follows:

Section 1. If and so long as no Event of Default shall have occurred and be continuing to the actual knowledge of the Agent or pursuant to knowledge obtained by written notice thereof from either FCB or USSL, the Agent shall apply the Assigned Moneys actually received by the Agent as follows:

First: To the payment of the interest and principal then due in respect of the Note (as well as any interest on overdue principal or interest), such application to be made, first, to the interest and, second, to the principal so becoming due;

Second: The balance, if any, shall be paid by the Agent to, or upon the order of, FCB.

If and so long as an Event of Default shall have occurred and be continuing to the knowledge of the Agent, the application provided in clause Second above shall not be made until all Events of Default shall have been remedied.

If and so long as an Event of Default shall have occurred and be continuing, all amounts received by the Agent shall be paid over by the Agent to USSL to be applied by USSL in accordance with the terms of the Security Agreement.

Section 2. Notwithstanding the provisions of Section 1 hereof, so long as no Event of Default shall have occurred and be continuing to the knowledge of the Agent as aforesaid, 80% of all amounts received by the Agent as payments of Stipulated Loss Value (including insurance proceeds or other amounts received in respect of a Casualty Occurrence) in respect of the Equipment, shall be applied in prepayment of the principal amount of the Note, and the remaining 20% of all such amounts shall be distributed as follows: so much of such amount as is necessary to pay accrued interest on the principal amount of the Note being prepaid to the date of such prepayment and the remainder, if any, to or upon the order of FCB.

Section 3. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when received by the other party hereto at such party's address listed below:

FCB Leasing Ltd.
504 Totten Pond Road
Waltham, Massachusetts 02154

U.S. Steel Leasing Co., Inc.
71 Broadway
New York, New York 10006

National Commercial Bank & Trust
Company
60 State Street
Albany, New York 12207

IN WITNESS WHEREOF, the parties hereto have caused this Application Agreement to be executed as of the day and year first above written.

FCB LEASING LTD.

By: _____

U.S. STEEL LEASING CO., INC.

By: _____

NATIONAL COMMERCIAL BANK &
TRUST COMPANY

By: _____