

JAMES T. GLENN, ESQ.
2000 K STREET, N. W.
WASHINGTON, D. C. 20006
785-4674

May 17, 1975

7516

RECORDATION NO. _____ Filed & Recorded

MAY 17 1974 - 1 23 PM

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Sir:

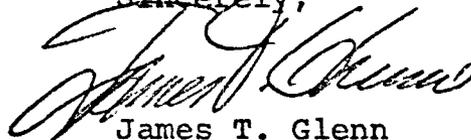
Pursuant to Section 20(c) of the Interstate Commerce Act as amended and regulations issued thereunder by the Commission 49 CFR 1116, enclosed herewith, please find for recordation an original and three (3) copies each of a Master Lease Agreement and Supplements No. 1 and No. 2 thereto executed May 16, 1974 reflecting transactions between Auto-Train Corporation and Continental Illinois Leasing Corporation, Chicago, Illinois hereinafter referred to as Continental.

The Master Lease Agreement sets forth a system of rental by Auto-Train Corporation from Continental of railroad equipment more specifically described in Supplements thereto. The equipment covered by Supplements No. 1 and No. 2 submitted herewith for recordation with said Master Lease Agreement covers: Three (3) General Electric Company U 36 B Diesel Locomotives, with Road Nos. 4010, 4011 and 4012, valued at approximately \$1,050,000.

It is requested that two (2) copies of the documents submitted herewith bearing your stamp of recordation be returned to my office for the files of the parties to this transaction.

I have enclosed a check in the appropriate amount for payment of the recordation fee as prescribed.

Sincerely,


James T. Glenn

Enclosures

7516

RECORDATION No. _____

Filed pursuant to the
provisions of Section 20c
of the Interstate Commerce Act

RECEIVED
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I. & A.
REGISTRATION BR.

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RECORDATION NO. _____ Filed & Recorded

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MASTER LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

Lease No. 74-1057

Lease Agreement dated as of May 1, 1974, between CONTINENTAL ILLINOIS LEASING CORPORATION, a Delaware corporation ("Lessor"), and AUTO-TRAIN CORPORATION, a Florida corporation ("Lessee").

1. LEASE OF EQUIPMENT

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, upon the terms and conditions hereinafter set forth, the locomotives (the "Equipment") described in one or more Supplements substantially in the form of Exhibit A hereto (collectively, the "Supplements") which are attached hereto or may hereafter be executed and delivered from time to time by Lessor and Lessee.

2. LEASE TERM

The term of lease under this Lease Agreement of each unit of Equipment described in a Supplement shall commence on the date of delivery and acceptance of such unit and shall continue for the lease term specified therefor in such Supplement.

3. RENT, NET LEASE

Lessee shall pay to Lessor rent for the Equipment in the amounts and on the dates specified in the Supplement describing such Equipment in accordance with the terms and conditions of such Supplement. The place of payment of all rent and other amounts due hereunder from Lessee to Lessor shall be as specified in such Supplement. In the event any rent or other amounts due hereunder shall not be paid promptly when due, Lessee shall pay Lessor, as additional rent hereunder, interest on such overdue amount from the due date thereof to the date of payment thereof at a rate equal to the lesser of (i) 12% per annum or (ii) the maximum rate permitted by law; provided, however, that with respect to payments of rent hereunder, additional rent pursuant to the foregoing shall be calculated from the date which is 15 days after the due date of each such installment of rent rather than from the due date thereof.

This Lease Agreement provides for a net lease and the rent and other amounts due hereunder from Lessee to Lessor shall not be subject to any defense, claim, reduction, set-off or adjustment for

any reason whatsoever. Lessee shall promptly pay all costs, expenses and obligations of every kind and nature incurred in connection with the use or operation of the Equipment which may arise or be payable during the lease term of such Equipment hereunder, whether or not such cost, expense or obligation is specifically referred to herein.

4. DISCLAIMER OF LESSOR'S WARRANTIES

Lessee agrees and acknowledges that all units of Equipment have been or will be ordered to Lessee's specifications from vendors of Lessee's choice and that LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE REGARDING THE EQUIPMENT OR ANY UNIT THEREOF except that Lessor represents and warrants that:

(i) Lessor is a corporation duly organized and existing in good standing under the laws of the State of Delaware.

(ii) Lessor is duly authorized to execute and deliver this Lease Agreement, to lease Equipment hereunder, to execute and deliver Supplements and to perform its obligations hereunder and thereunder.

(iii) The execution and delivery of this Lease Agreement and the Supplements by Lessor, and the performance by Lessor of its obligations hereunder and thereunder, do not and will not conflict with any provision of law or of the charter or by-laws of Lessor or of any agreement binding upon Lessor.

(iv) The execution, delivery and performance of this Lease Agreement and the Supplements by Lessor and the consummation by Lessor of the transactions contemplated hereby and thereby does not require the consent, approval or authorization of any Federal or State governmental authority or public regulatory body.

(v) This Lease Agreement is, and each of the Supplements is or will be when entered into, a legal, valid and binding obligation of Lessor enforceable in accordance with its respective terms.

(vi) On the date of delivery of each unit of Equipment, Lessor shall have received whatever title was conveyed to it by the manufacturer or vendor, and such unit of Equipment shall be free of liens and encumbrances which result from Lessor's own acts (other than the respective rights of Lessor and Lessee under this Lease Agreement).

Lessor shall, at Lessee's sole expense, take all action necessary to make available to Lessee to the fullest extent possible any rights of Lessor under any express or implied warranties of any manufacturer or vendor of the Equipment.

5. LESSEE'S WARRANTIES

Lessee represents and warrants that:

(a) Lessee is a corporation duly organized and existing in good standing under the laws of the State of Florida.

(b) Lessee is duly authorized to execute and deliver this Lease Agreement, to lease Equipment hereunder, to execute and deliver Supplements and to perform its obligations hereunder and thereunder.

(c) The execution and delivery of this Lease Agreement and the Supplements by Lessee, and the performance by Lessee of its obligations hereunder and thereunder, do not and will not conflict with any provision of law or of the charter or by-laws of Lessee or of any agreement binding upon Lessee.

(d) The execution, delivery and performance of this Lease Agreement and the Supplements by Lessee and the consummation by Lessee of the transactions contemplated hereby and thereby does not require the consent, approval or authorization of, or notice to, any Federal or State governmental authority or public regulatory body (or, if any of the foregoing is required, the same has been duly obtained or given except with respect to (i) the filing and recording of this Lease Agreement and each Supplement with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act, which will be done in accordance with Section 16 hereof, and (ii) the reporting by Lessee of the execution and delivery

of this Lease Agreement and the Supplements on Lessee's Form 8-K monthly report to the Security and Exchange Commission for May 1974, which will be done on or before June 10, 1974, if required.

(e) Lessee's financial statement as at March 31, 1974, a copy of which has been furnished to Lessor, has been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year and presents fairly the financial condition of Lessee and any consolidated subsidiaries as at the date thereof, and the results of their operations for the period then ended, and since such date there has been no material adverse change in their financial condition.

(f) This Lease Agreement is, and each of the Supplements is or will be when entered into, a legal, valid and binding obligation of Lessee enforceable in accordance with its respective terms.

(g) There are no pending or threatened actions or proceedings before any court or agency which may to a material extent adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis (except as previously disclosed in writing by Lessee to Lessor).

6. OWNERSHIP, USE OF AND LIENS ON EQUIPMENT

(a) The Equipment shall be the exclusive property of Lessor, and Lessee shall have no rights therein except the right to use it so long as Lessee is not in default hereunder.

(b) Lessee shall use the Equipment only upon the lines of the Seaboard Coast Line Railroad Company, the Richmond, Fredericksburg and Potomac Railroad Company, and the Louisville and Nashville Railroad Company, or of any successor to the lines of any of said railroads; provided, however, that Lessee may use the Equipment on other lines in the continental United States (other than Alaska) with the prior written consent of Lessor which will not be unreasonably withheld; and provided further that

Lessee may use the Equipment at the inception of the lease term thereof on any railroad lines for the purpose of the movement thereof from the manufacturer's delivery point to either Lorton, Virginia or Sanford, Florida.

(c) Lessee agrees that the Equipment will be used solely in the conduct of its business and with due care to prevent injury thereto or to any person or property, and in conformity with all applicable laws, ordinances, rules, regulations, and other requirements of any insurer or governmental body (including, without limitation, any requirements regarding licensing or registration, or evidencing title to the Equipment, all of which shall be done in such manner as shall have previously been approved in writing by Lessor). Lessee shall not permit the Equipment to become or remain a fixture to any real estate or an accession to any personalty not leased hereunder. Lessor or any duly authorized representative of Lessor may, during reasonable business hours from time to time, inspect the Equipment and Lessee's records with respect thereto wherever the same may be located.

(d) Lessee shall not permit any lien, charge, encumbrance, security interest or other similar interest to arise or remain on any Equipment other than (i) liens placed by Lessor or liens of persons claiming against Lessor but not Lessee, which arise out of obligations which Lessee is not required by this Lease Agreement to pay or discharge, (ii) liens of current taxes not delinquent or other taxes if Lessee is contesting such taxes, in good faith and by appropriate proceedings and (iii) materialmen's or mechanics' liens arising in the ordinary course of business and not delinquent.

(e) Lessee shall place and maintain on both sides of each unit of Equipment a metal plate, permanently affixed, disclosing Lessor's ownership thereof in letters not less than 1-1/2" high as follows:

"Continental Illinois Leasing Corporation,
Owner-Lessor".

Lessee shall maintain on each unit of Equipment the serial and other identifying numbers set forth on the applicable Supplement.

7. MAINTENANCE OF EQUIPMENT; EVENT OF LOSS

(a) Lessee shall at all times keep the Equipment in good repair and in good and efficient condition and working order, reasonable wear and tear excepted. Lessee shall supply all parts, service, and other items required in the operation and maintenance of the Equipment. All parts, improvements, additions, replacements and substitutions to or for any Equipment shall immediately become Equipment and the property of Lessor. Without limitation of the generality of the foregoing, the Lessee agrees to comply with all Governmental laws, regulations, requirements and rules (including the rules of the Interstate Commerce Commission and the current Interchange Rules, or supplements thereto, of the Association of American Railroads if and to the extent applicable) with respect to the use, maintenance and operation of each unit of Equipment subject to this Lease Agreement. In case any equipment or appliance on any such unit of Equipment shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such unit of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements at its own expense; and the Lessee agrees to maintain such unit of Equipment in full compliance with such laws, regulations, requirements and rules so long as it is subject to this Lease Agreement.

Lessee assumes all risk of, and Lessee's obligations under this Lease Agreement shall continue unmodified despite, any loss, theft, destruction, damage, condemnation, requisition or taking by eminent domain or other interruption or termination of use of any Equipment regardless of the cause thereof.

(b) Upon the happening of any loss, theft, destruction, damage, condemnation, requisition, taking by eminent domain or other interruption or termination of use of any unit of Equipment regardless of the cause

thereof (herein collectively called an "Event of Loss"), Lessee shall promptly give notice of such Event of Loss to Lessor and promptly make all repairs and replacements necessary to restore or repair such unit of Equipment so that the Equipment thereafter subject to lease hereunder is substantially equivalent to, and of a value not less than, the Equipment subject to lease hereunder prior to such Event of Loss; provided, however, that Lessee may instead within 30 days of such Event of Loss, furnish Lessor with an affidavit of an officer of Lessee setting forth the fact of such Event of Loss and, on the next subsequent rent payment date hereunder with respect to such unit of Equipment following the earliest in time of (A) settlement by the Lessee and its insurance carrier or carriers as to the claim on such unit of Equipment, (B) notification to Lessee by its insurance carrier(s) that it does not intend to pay such claim, or (C) nine (9) months from the date of such Event of Loss, pay to Lessor the Stipulated Loss Value (as defined in Schedule I to the applicable Supplement and determined as of the next subsequent rent payment date following the earliest in time of the three events specified in the foregoing clauses (A)-(C)) of such unit of Equipment; and provided, further, that if the consolidated tangible net worth of the Lessee at the date of such Event of Loss or at any time prior to the payment by Lessee to Lessor of such Stipulated Loss Value is or becomes less than \$1,000,000, then Lessee shall be required to make the payment of the Stipulated Loss Value for such unit of Equipment on the next subsequent rent payment date following the furnishing of the affidavit of Event of Loss hereunder or, if later, the next such subsequent rent payment date after Lessee's consolidated tangible net worth becomes less than \$1,000,000. Upon payment of (i) such Stipulated Loss Value, (ii) any rent accrued and unpaid on such unit of Equipment to and including the rent payment date immediately preceding the date such affidavit is furnished and (iii) any other amounts owing by Lessee hereunder, whether as additional rent, indemnification or otherwise, Lessor shall transfer to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such unit of Equipment it may have. Upon such transfer the lease of such unit of Equipment hereunder shall end.

If Lessee upon the occurrence of an Event of Loss elects pursuant to the foregoing paragraph to replace a unit of Equipment involved in an Event of Loss with a new unit of Equipment which is substantially equivalent to, and of a value not less than, the Equipment subject to lease hereunder prior to such Event of Loss, Lessee's right to exercise such replacement option shall be subject to the following conditions precedent: (X) no event of default, or event which might mature into an event of default, shall have occurred and be continuing; and (y) Lessor shall not have notified Lessee in writing within 15 days after receipt of the notice of Event of Loss from Lessee that Lessor will be unable for any reason (including, without limitation, then existing lease transactions and then existing commitments with respect to lease transactions, which, under either any established management policy of Lessor or the Internal Revenue Code, limit the amount of tax benefits which Lessor may utilize in any given year) to avail itself of tax benefits otherwise available to it with respect to such replacement Equipment (by means of tax credits or depreciation or both) at least equal to its loss by reason of the Event of Loss which gave rise to Lessee's election.

(c) When Lessee has fulfilled the requirements of paragraph (b) regarding an Event of Loss, Lessor shall (if no event of default, or event which might mature into an event of default, has occurred and is continuing) reimburse Lessee for its costs thus incurred to the extent of any proceeds received by Lessor because of such Event of Loss either under any policies of insurance provided for in Section 8 or as satisfaction of any claim (other than one to which an insurer is or may be subrogated) by Lessor against any person or persons liable in respect of such Event of Loss, after subtracting in each instance all costs and expenses, including (without limitation) reasonable legal fees and expenses, incurred by Lessor and not otherwise reimbursed by Lessee in respect thereof.

8. INSURANCE

(a) Lessee will cause to be carried and maintained at all times during the term of this Lease Agreement physical damage and liability insurance covering the

Equipment in the name of Lessor and Lessee in such amounts and in such form as is commonly maintained on comparable equipment by companies similarly situated. In all events Lessee will cause to be carried and maintained in the name of Lessor and Lessee insurance against all risks of physical damage to the Equipment as provided under a standard all-risk policy in an amount not less than the Stipulated Loss Value of the Equipment. Such insurance policy or policies shall provide that all losses thereunder will be adjusted with Lessee or Lessor and will be payable to Lessor and Lessee as their respective interests shall appear.

(b) The policies of insurance required under this Section 8 shall be valid and enforceable policies issued by insurers of recognized responsibility acceptable to Lessor. Upon the execution of each Supplement, and thereafter not less than 10 days prior to the expiration dates of any expiring policies theretofore furnished under this Section 8, copies of the policies (or appropriate certificates of insurance evidencing such policies) and satisfactory evidence of the payment of premiums thereon shall be delivered by Lessee to Lessor. Such policies may be blanket policies covering other equipment not covered by this Lease Agreement, provided that any blanket policy shall in an accompanying certificate of insurance or rider specifically designate the units of Equipment described in such Supplement as being included therein and covered thereby to the full extent of the amounts herein required and shall name Lessor as an insured party thereunder with respect to such units of Equipment. All such policies shall contain an agreement by the insurers that such policies shall not be cancelled without at least 10 days' prior written notice to Lessor and that the insurer will give notice to Lessor in the event of nonpayment of premium by Lessee when due.

9. TAXES

Lessee agrees to pay (and does hereby agree to indemnify and hold Lessor harmless from and against) all sales, use, personal property, gross income, gross receipts, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon) imposed against Lessor, Lessee or the Equipment by any Federal or State government or taxing authority upon or with respect to the Equipment or upon the purchase, ownership, delivery, lease, possession,

rental use, operation return, sale or other disposition thereof hereunder or in connection herewith, or upon the rentals, receipts, or earnings arising therefrom, or upon or with respect to this Lease Agreement (excluding, however, Federal, State and local taxes on, or measured by, the net income of Lessor), unless, and to the extent only, that any such tax, levy, impost, duty, charge or withholding is being contested by Lessee in good faith and by appropriate proceedings. Lessee agrees to file all required tax returns and reports of Lessee concerning the Equipment with all appropriate governmental agencies and to furnish Lessor a copy of each such return or report within 30 days after the due date of such filing.

10. INDEMNIFICATION AND EXPENSES

(a) Lessee agrees to and does hereby indemnify and hold Lessor and its agents and employees harmless from and against any and all expense (other than Lessor's general and administrative expense), liability or loss whatsoever, including (without limitation) reasonable legal fees and expenses, relating to or in any way arising out of this Lease Agreement, the Supplements or the purchase, ownership, delivery, lease, possession, rental, use, operation, return, sale or disposition of the Equipment hereunder or in connection herewith (including, without limitation, expense, liability or loss relating to or in any way arising out of injury to persons or property, patent or invention rights or strict liability in tort) except for any such expense, liability or loss relating to or in anyway arising out of the gross negligence or wilful misconduct of Lessor or any such agent or employee. Lessor shall give Lessee and Lessee shall give Lessor notice of any event or condition which requires indemnification by Lessee hereunder, or any allegation of such event or condition, promptly upon obtaining knowledge thereof, and, to the extent that Lessee makes or provides to the satisfaction of Lessor for payment under the indemnity provisions hereof, Lessee shall be subrogated to Lessor's rights with respect to such event or condition and shall have the right to determine the settlement of claims thereon, it being agreed that except to the foregoing extent, Lessor shall have the right to determine such settlement. Lessee shall pay all amounts due hereunder promptly on notice thereof from Lessor.

(b) If as to any unit of Equipment Lessor shall not be entitled under any circumstances other than as set forth in paragraph (d) below to any portion or all of the maximum investment credit presently allowable under Section 38(a) of the Internal Revenue Code of 1954, as amended, for new property with a useful life equivalent to the lesser of the Depreciable Life or the lease term set forth in the applicable Supplement for such unit of Equipment, or if at any time Lessor shall lose, have recaptured or be deemed not to be entitled to any portion or all of said maximum investment credit on such unit of Equipment under any circumstances other than as set forth in such paragraph (d), then Lessee shall pay Lessor, upon demand, the sum of (1) the amount of said maximum investment credit which Lessor shall have so lost, had recaptured or failed to receive; (2) the amount of any interest (net of any actual decrease in Federal income tax caused by any allowable deduction of such interest from taxable income) or penalties which may be assessed against Lessor in connection therewith; and (3) the amount of any taxes required to be paid by Lessor in respect of the receipt of amounts referred to in clauses (1) and (2) above and the receipt of amounts pursuant to this clause (3). If, at any subsequent time, Lessor shall be allowed any portion or all of said maximum investment credit which it lost, had recaptured or failed to receive at any time previous and for which payment had been made to Lessor by Lessee pursuant to this paragraph (b), then, promptly after said allowance, Lessor shall pay Lessee the sum of (i) all amounts with respect thereto paid or allowed to Lessor by the Federal government (including refunds of investment credit, interest, and penalties and any additional interest paid to Lessor by the Federal government on such refunds) reduced by all taxes required to be paid by Lessor in respect of the receipt of such amounts from the Federal government, and (ii) the amount of any taxes saved by Lessor in respect of its payment to Lessee of amounts referred to in clause (i) above and its payment to Lessee of amounts pursuant to this clause (ii). Lessor agrees to use its best efforts to take the maximum investment credit to which it shall reasonably deem itself entitled with respect to the Equipment on its Federal income tax return for the earliest possible year for which it can be taken.

(c) If Lessor in computing its Federal taxable income for any part of the lease term of any unit of Equipment shall under any circumstances other than as set forth in paragraph

(d) below lose the benefit of or the right to claim or there shall be disallowed or recaptured all or any portion of depreciation deductions for Federal income tax purposes for such unit of Equipment based on depreciation of the Acquisition Cost (as defined in the applicable Supplement) of such unit over the Depreciable Life (as so defined) for such unit to the Net Salvage Value (as so defined) therefor using any appropriate depreciation method which Lessor, in its complete discretion, may select, then Lessee shall pay Lessor, on each rent payment date during the remaining lease term of such unit, as additional rent hereunder, an amount which, after deduction of all taxes required to be paid by Lessor in respect of the receipt thereof, shall be sufficient to yield to Lessor the same return as would have been realized by Lessor in respect of this Lease Agreement if such loss, disallowance or recapture of depreciation deductions or the right to claim the same had not occurred, which amount shall, if subsequent circumstances require, be thereafter adjusted (or further appropriate adjustments shall be made in respect thereof) when and to the extent necessary so that Lessor's return shall be as aforesaid. In addition, Lessee shall also pay Lessor, upon demand, as additional rent hereunder, an amount which, after deduction of all taxes required to be paid by Lessor in respect of the receipt thereof, shall be equal to the amount of any interest (net of any actual decrease in Federal income tax caused by any allowable deduction of such interest from taxable income) or penalties which may be assessed against Lessor in connection with such loss, disallowance, or recapture of depreciation deductions or the right to claim the same.

(d) Lessee shall not be required to pay Lessor the amounts provided for in paragraph (b) and (c) above if the loss or disallowance of investment credit or depreciation deductions, as the case may be, or the right to claim the same, shall result from the occurrence of any of the following events:

(i) Lessor shall fail to claim such investment credit or depreciation deductions in its income tax returns for the appropriate years or shall fail to follow the proper procedures in claiming such investment credit or depreciation deductions and such failure to claim or follow such procedures, as the case may be, shall preclude Lessor from claiming such investment credit or depreciation deductions;

(ii) Lessor shall not have sufficient income to benefit from such investment credit or depreciation deductions;

(iii) Lessor shall, at any time when no event of default has occurred and is continuing, without the written consent of Lessee, voluntarily transfer legal title to (other than a transfer pursuant to Section 7(b) hereof), dispose of or reduce its interest in such Equipment and such transfer, disposition or reduction in interest shall be the direct cause of such loss;

(iv) Lessor shall fail to take timely action in contesting a claim made by the Internal Revenue Service with respect to the disallowance of the investment credit or depreciation deductions pursuant to paragraph (e) below and the failure to take such action in a timely manner shall preclude all rights to contest such claim, unless Lessee shall agree to such failure; or

(v) With respect only to a loss or disallowance of depreciation deductions, Lessee shall have paid Lessor the Stipulated Loss Value of such unit of Equipment pursuant to Section 7(b) hereof.

(e) In the event a claim shall be made by the Internal Revenue Service which, if successful, would result in a loss of such investment credit or depreciation deductions under circumstances which would require Lessee to indemnify Lessor for such loss, Lessor hereby agrees to notify Lessee promptly of such claim, to forbear payment of the tax claimed for at least 30 days after giving such notice, to give to Lessee all relevant information requested by it relating to such claim which may be particularly within the knowledge of Lessor and, if Lessee shall, within 30 days after such notice, request that such claim be contested, to take such action in connection with contesting such claim as Lessee shall reasonably request in writing from time to time, but only if Lessee shall, contemporaneously with such initial request, have (i) made provision for Lessor's indemnification in a manner satisfactory to Lessor for any liability or loss which Lessor may from time to time incur as the result of contesting such claim and reimbursement for all costs and expenses, including (without limitation) reasonable legal

fees and expenses, which Lessor may incur in connection with contesting such claim and (ii) furnished Lessor with an opinion of independent tax counsel, satisfactory to Lessor, to the effect that a meritorious defense exists to such claim; provided, however, that at any time after having received such request from Lessee, Lessor, at its sole option, may forego any and all administrative appeals, proceedings, hearings and conferences with the Internal Revenue Service in respect of such claim and may, at its sole option, either pay the tax claimed and sue for a refund in the appropriate United States District Court or the United States Court of Claims, as Lessor shall elect, or contest such claim in the United States Tax Court, considering, however, in good faith such request as Lessee shall make concerning the most appropriate forum in which to proceed. In the event that Lessor, in contesting a claim of the Internal Revenue Service pursuant to this paragraph (e), incurs legal fees and expenses which relate not only to such contest but also to (A) other tax issues with respect to Lessor's business which are unrelated to leasing and this Lease Agreement, (B) other lease agreements between Lessor and parties other than Lessee, or (C) tax issues having general application to other lease agreements between Lessor and parties other than Lessee which issues, however, have only been raised by the Internal Revenue Service with respect to this Lease Agreement, then the reasonable legal fees and expenses which Lessee shall bear with respect to such claim shall be that portion of the total legal fees and expenses incurred in contesting such claim and any of the issues set forth in the foregoing clauses (A) through (C) which is reasonably attributable to the claim raised under this Lease Agreement and, in connection with a claim under (C), which also takes into account the applicability of the tax issues raised to such other lease agreements.

(f) References in Section 9 and in paragraphs (b) through (e) of this Section 10 to Lessor shall be deemed to mean any affiliated group of which Lessor is a part which files a consolidated return for Federal income tax purposes, provided that only Lessor shall be obligated with respect to the covenants and duties therein expressed to be imposed on Lessor.

(g) All of the indemnities and agreements of Lessee contained in Section 9 and this Section 10 shall survive and continue in full force and effect with respect to

actions taken or taxes accrued prior to the expiration or termination of the lease term notwithstanding termination of this Lease Agreement or of the lease of any or all units of Equipment hereunder.

11. RETURN OF EQUIPMENT

Upon final termination of the lease term hereunder of any unit of Equipment (other than a termination under Section 7(b):

(i) Lessee shall promptly assemble and return such unit of Equipment to Lessor in the same condition as when received, ordinary wear and tear accepted, at such point in Cook County, Illinois or other reasonable location in the continental United States (other than Alaska) as Lessor shall specify; or

(ii) Prior to assembly and return of such unit of Equipment, Lessee shall, if Lessor shall so request, store such unit of Equipment at its then location of Lessee's premises without charge to Lessor for a period (the "storage period") of 90 days following such final termination. During the storage period Lessee shall maintain insurance on such unit of Equipment in accordance with Section 8 hereof and shall permit Lessor or its representatives to bring prospective purchasers on Lessee's premises at reasonable times to examine such unit. Upon the expiration of the storage period, Lessee will, upon request of Lessor, return such unit to Lessor in accordance with the provisions of clause (i) above.

Lessor may, however, at any time prior to Lessee's assembly and return of a unit of Equipment upon the final termination of the lease term thereof, elect to abandon such unit of Equipment at its then location, and Lessee hereby consents to such an abandonment. If Lessor elects to abandon any unit of Equipment, whatever title Lessor has to such unit of Equipment shall thereupon pass to Lessee, without any representation or warranty of any kind, express or implied.

12. FINANCIAL STATEMENTS

Lessee shall furnish to Lessor, (i) within 90 days after each fiscal year of Lessee, a copy of the annual audit report of Lessee and any consolidated subsidiaries, prepared on a consolidated basis

and in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year, and signed by independent certified public accountants satisfactory to Lessor, (ii) within 45 days after each month (except the last month) of each fiscal year of Lessee, a copy of its unaudited financial statement, similarly prepared, consisting of at least a balance sheet as at the close of such month and a profit and loss statement and analysis of surplus for such month and for the period from the beginning of such fiscal year to the close of such month, and signed by a proper accounting officer of Lessee, (iii) with the annual audit report each year, a certificate of a responsible officer of Lessee to the effect that, except as otherwise specified therein, (x) all units of Equipment are in existence and in good and efficient condition and are marked as required by paragraph (e) of Section 6 hereof, and (y) no event of default, or event which might mature into an event of default, has occurred and is continuing under this Lease Agreement, and (iv) from time to time such other information as Lessor may reasonably request.

13. EVENTS OF DEFAULT

(a) The following shall be events of default hereunder:

(i) Default, and continuance thereof for 15 days, in the payment of any rent or other amount hereunder;

(ii) Any obligation or obligations of Lessee and any subsidiary for borrowed money or payment of rent aggregating \$100,000 or more (other than any such obligation of any subsidiary to Lessee or any other subsidiary) become or are declared to be due and payable prior to their express maturity by reason of default by Lessee or such subsidiary in the performance or observation of any obligation or condition unless the same are being contested in good faith and by proper proceedings;

(iii) Default in the performance of any of Lessee's agreements herein set forth (and not constituting an event of default under either of the preceding clauses of this paragraph (a)) and continuance of such default for 30 days after notice thereof from Lessor to Lessee;

(iv) Any representation or warranty made by Lessee in this Lease Agreement or any Supplement is untrue in any material respect, or any statement, report, schedule, notice, or other writing furnished by Lessee to Lessor in connection herewith is untrue in any material respect on the date as of which the facts set forth are stated or certified; or

(v) Lessee or any subsidiary becomes insolvent or admits in writing its inability to pay its debts as they mature, or applies for, consents to or acquiesces in the appointment of a trustee or a receiver for Lessee or such subsidiary or any property of either thereof; or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for Lessee or any subsidiary or for a substantial part of the property of either thereof and is not discharged within 90 days; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding is instituted by or against Lessee or any subsidiary, and, if instituted against Lessee or any subsidiary, is consented to or acquiesced in by Lessee or such subsidiary or remains for 90 days undismissed.

When used herein, unless the context otherwise requires, the term "event of default" shall mean any event described in the foregoing clauses (i) through (v) and the term "event which might mature into an event of default" shall mean any event which with the lapse of time, or with notice to Lessee and lapse of time, would constitute an event of default. Lessee shall give Lessor prompt notice of any event of default or of any event which might mature into an event of default.

(b) Upon the happening of an event of default, Lessor shall (except to the extent otherwise required by law) be entitled to:

(1) proceed by appropriate court action or actions to enforce performance by Lessee of the applicable covenants and terms of this Lease Agreement or to recover damages for the breach thereof;

(2) repossess any or all units of Equipment without prejudice to any remedy or claim hereinafter referred to;

(3) elect to sell any or all units of Equipment, after giving 30 days' notice to Lessee, at one or more public or private sales and recover from Lessee as liquidated damages for Lessee's default hereunder an amount equal to the amount, if any, by which (A) the sum of (i) the aggregate Stipulated Loss Value of such units of Equipment on the date such notice is given, (ii) all rent owing hereunder to and including the rent payment date immediately preceding the date such notice is given, (iii) all costs and expenses

incurred in searching for, taking, removing, keeping, storing, repairing, restoring and selling such units of Equipment (iv) all other amounts owing by Lessee hereunder, whether as additional rent, indemnification or otherwise, and (v) all costs and expenses, including (without limitation) reasonable legal fees and expenses, incurred by Lessor as a result of Lessee's default hereunder, exceeds (B) the amount received by Lessor upon such public or private sales of such units of Equipment;

(4) Upon notice to Lessee receive prompt payment from Lessee of an amount equal to the aggregate Stipulated Loss Value on the date such notice is given of all units of Equipment which have not been sold by Lessor pursuant to clause (3) above plus, to the extent not otherwise recovered from Lessee pursuant to said clause (3) above, (i) any rent owing hereunder to and including the rent payment date immediately preceding the date such notice is given, (ii) all costs and expenses incurred in searching for, taking, removing, keeping, storing, repairing and restoring such units of Equipment, (iii) all other amounts owing by Lessee hereunder, whether as additional rent, indemnification or otherwise, and (iv) all costs and expenses, including (without limitation) reasonable legal fees and expenses, incurred by Lessor as a result of Lessee's default hereunder; provided that upon receipt of payment in full of such amount, Lessor shall transfer to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such units of Equipment it may have;

(5) by notice to Lessee declare this Lease Agreement terminated without prejudice to Lessor's rights in respect of obligations then accrued and remaining unsatisfied; or

(6) avail itself of any other remedy or remedies provided for by any statute or otherwise available at law, in equity or in bankruptcy or insolvency proceedings.

The remedies herein set forth or referred to shall be cumulative. The references to additional rent in clauses (3) and (4) of this paragraph (b) shall each include, without limitation, interest (at the applicable rate specified in the first paragraph of Section 3), to the date of receipt by Lessor of the amount payable under said clause, on installments of rent owing hereunder to and including the rent payment date immediately preceding the date on which notice is

given under said clause, from the respective due dates of such installments, and interest on all other costs, expenses and losses for which Lessor is entitled to payment under said clause from the respective dates incurred by Lessor. Upon payment by or on behalf of Lessee of (x) all amounts provided for under the remedies described or referred to in this paragraph (b), and (y) any other amounts owing by Lessee under this Lease Agreement, this Lease Agreement shall terminate.

14. SUBLEASE, ASSIGNMENT, MERGER, ETC.

Lessee shall not, without Lessor's prior written consent (which consent shall not be unreasonably withheld), assign any right or interest in or to this Lease Agreement or any unit of Equipment, sublet or otherwise relinquish possession of any unit of Equipment, be a party to any merger or consolidation, or sell, convey, transfer or lease all or any substantial part of its property; provided, however, that it is understood and agreed by Lessor and Lessee that while any such assignment, sublease, merger, consolidation, sale or other transfer by Lessee is subject to Lessor's prior written consent, such consent will not be withheld by Lessor if the proposed assignee, sublessee, survivor in the merger or consolidation or transferee in any such sale meets the Lessor's customary credit standards for lessees and assumes the Lessee's obligations under this Lease Agreement under documents of assumption in form and substance satisfactory to Lessor. Lessor and any direct or remote assignee of any right, title or interest of Lessor hereunder shall have the right at any time or from time to time to assign part or all of its right, title and interest in and to this Lease Agreement. Without limiting the foregoing, Lessor and any such assignee shall have the right at any time or from time to time to transfer, subject to Lessee's rights under this Lease Agreement, any unit or units of Equipment.

Lessor may obtain financing through a financial institution and secure such financial institution ("Secured Party") by granting a security interest or other lien on any or all of the Equipment, this Lease Agreement and sums due under this Lease Agreement. In such event (a) the security agreement or lien instrument will specifically provide that it is subject to Lessee's rights as herein provided; (b) such assignment of this Lease Agreement will not relieve Lessor from its obligations hereunder or be construed to be an assumption by Secured Party of such obligations (but Secured Party may perform, at its option, some or all of Lessor's obligations); (c) upon request by Secured Party, Lessee will make all payments of rent and other amounts due hereunder directly to Secured Party; (d) Lessee hereby agrees for the benefit of Secured Party that Lessee's obligations hereunder,

including (without limitation) its obligation to pay rent and other amounts due hereunder, shall not be subject to any reduction, abatement, defense, set off, counterclaim or recoupment for any reason whatsoever; and (e) Lessee will not, after obtaining knowledge of any such assignment, consent to any modification of this Lease Agreement without the consent of Secured Party. Lessor shall give notice to Lessee at least 15 days prior to granting a security interest or other lien to a Secured Party under this paragraph, which notice shall name the proposed Secured Party. If Lessee has not notified Lessor within 15 days after such notice has been sent that it objects to the particular Secured Party named in such notice (any such objection by Lessee to be on reasonable business grounds), then Lessor may grant such security interest or lien to such Secured Party.

15. LESSOR'S RIGHT TO PERFORM

If Lessee fails to make any payments required by this Lease Agreement, or to perform any of its other obligations contained herein, Lessor may itself, but shall not be required to, make any such payments or perform any such obligations. The amount of any such payment and Lessor's costs and expenses, including (without limitation) reasonable legal fees and expenses in connection therewith and with such performance, shall thereupon be and become payable by Lessee to Lessor upon demand as additional rent hereunder.

16. FURTHER ASSURANCES

Lessee agrees, at its expense, promptly upon Lessor's written request, to execute, acknowledge and deliver such instruments, and to take such other action, as may reasonably be necessary in the opinion of Lessor to protect Lessor's interests, including (without limitation) the obtaining of landlord and mortgagee waivers and easements and the execution of Uniform Commercial Code financing statements. Without limitation of the generality of the foregoing, at the time of or ~~immediately~~ *Promptly* after the delivery and acceptance of each unit of Equipment, the Lessee will, without expense to the Lessor, cause this Lease Agreement and the applicable Supplement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

17. MISCELLANEOUS

(a) When used herein the term "subsidiary" shall mean a corporation of which Lessee and its other subsidiaries own, directly or indirectly, such number of outstanding shares as have the power (disregarding any voting power, solely by reason of the happening of any default, of shares of any class) to elect a majority of the board of directors.

(b) All interest or additional rent payable hereunder which is to be paid at a rate equal to a specified percent per annum shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

(c) Any provision in this Lease Agreement that Lessee shall take any action shall require Lessee to do so at its sole cost and expense.

(d) Any notice hereunder shall be in writing and, if mailed, shall be deemed to be given when sent by registered or certified mail, postage prepaid, and addressed: (i) if to Lessee, at its address shown below, (ii) if to Lessor, at 231 South LaSalle Street, Chicago, Illinois 60693 or (iii) to either party at such other address as it may, by written notice received by the other, designate as its address for purposes of notice hereunder.

(e) If this Lease Agreement or any provision hereof shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of this Lease Agreement in other respects and other jurisdictions shall not be in any way impaired or affected thereby. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Lease Agreement unless such waiver is in writing, and such writing shall be binding only to the extent therein provided and only upon the party signing it. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's inspection of, or failure to inspect, the Equipment or any thereof or any of the documents referred to in this Lease Agreement or by Lessor's failure to inform Lessee of any failure to comply with any of Lessee's obligations under this Lease Agreement. Lessee hereby waives any right to

assert that Lessor cannot enforce this Lease Agreement or that this Lease Agreement is invalid because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease Agreement has been delivered for acceptance by Lessor in Chicago, Illinois, shall be governed by the laws of the State of Illinois, shall be binding upon Lessor and Lessee and their respective successors and assigns and shall inure to the benefit of Lessor and Lessee and the successors and assigns of Lessor.

(f) The section headings in this Lease Agreement are for convenience of reference only and shall not be considered to be a part of this Lease Agreement.

(g) This Lease Agreement, all Supplements attached hereto or hereafter executed and delivered from time to time by Lessor and Lessee and all Riders from time to time attached to or forming part of such Supplements contain the entire understanding of Lessor and Lessee, and such Supplements and Riders shall constitute a part hereof. References herein to this "Lease Agreement" shall be deemed to include this Master Lease Agreement together with all such Supplements and Riders except where the context otherwise requires; and the terms "hereunder," "herein" and similar terms shall refer to this Lease Agreement and not to any particular Section or provision of this Lease Agreement. Any provisions set forth in a Supplement or Rider which are inconsistent with any other provision of this Lease Agreement shall supersede such other provisions to the extent of such inconsistency.

Address: 1801 K Street, N.W.
Washington, D.C. 20006

AUTO-TRAIN CORPORATION (Lessee)

By Richard W. Tolbert
Its Exec. Vice President


(Corporate Seal)

ATTEST:

Annell
Assistant Secretary

Address: 231 South LaSalle Street
Chicago, Illinois 60693

CONTINENTAL ILLINOIS LEASING
CORPORATION (Lessor)

By Lawrence J. Bruggeman
Second Vice President

EXHIBIT A

Lease No. 74-1057

Master Lease Agreement

dated May 1, 1974

Supplement No. _____

LEASE TERM

The term of lease of each locomotive described at the end hereof shall commence on the date of delivery and acceptance thereof by Lessee and shall end _____ months after the date (the "Commencement Date") which shall be the earlier of (i) the date as of which all units of said locomotives there described (the "Equipment") shall have been accepted by Lessee, or (ii) _____, 19__.

PAYMENTS FOR EQUIPMENT

Lessor shall from time to time on or before the Commencement Date make such payment or payments to manufacturers, vendors or others for or on account of the acquisition, delivery and installation of a unit or units of Equipment as may be requested at such time or times by Lessee under a schedule in the form of Schedule II hereto executed and delivered by Lessee to Lessor, each of which schedules shall be accompanied by appropriate invoices (in quadruplicate) of such manufacturer, vendor or other party describing the unit or units of Equipment for which such payment is requested; provided, however, that the aggregate amount of such payments which Lessor shall be obligated to make under this Supplement shall not exceed \$_____. Lessee agrees to pay all amounts, if any, in excess of said amount specified in the preceding sentence as may be incurred in connection with the acquisition, delivery or installation of Equipment. Lessee shall not, by reason of any payment by it for the acquisition, delivery or installation of or otherwise with respect to Equipment, acquire any right, title or interest in or to any units of Equipment.

ACQUISITION COST

The "Acquisition Cost" of each unit of Equipment shall be the cost to Lessor of the acquisition, delivery and installation of such unit. Notwithstanding Section 9 of the Lease (as hereinafter

defined), if Lessor elects to pay any specifically disclosed sales or use taxes with respect to any unit of Equipment (or if any payment of such taxes by Lessor is, with Lessor's express consent, included in the Acquisition Cost of any such unit), the amount of such payment shall not be subject to the provisions of said Section 9. Lessor shall advise Lessee of the aggregate amount of Acquisition Cost for all units of Equipment within a reasonable time after it is finally determined by Lessor.

ACCEPTANCE OF EQUIPMENT

Lessee agrees to execute and deliver to Lessor a schedule in the form of Schedule II hereto upon acceptance of all units of the Equipment. Acceptance of all units of Equipment by Lessee shall constitute Lessee's acknowledgment that the Equipment is in good order and condition; is of the manufacture, design and capacity selected by Lessee; and is suitable for Lessee's purposes.

RENT

The first installment of rent shall be payable on the Commencement Date, _____ after the Commencement Date. Subsequent installments of rent shall be payable thereafter on each successive _____ anniversary of the Commencement Date. Rent shall be payable in _____ installments, each of which shall be in an amount equal to _____% of the aggregate Acquisition Cost of all units of Equipment. All rent and other amounts due from Lessee to Lessor shall be paid to Lessor at its office at 231 South LaSalle Street, Chicago, Illinois 60693, or at Lock Box No. _____, Chicago, Illinois 60693, or at such other place as Lessor shall specify in writing.

STIPULATED LOSS VALUE

The Stipulated Loss Value of each unit of Equipment shall be determined in accordance with Schedule I hereto.

DEPRECIATION

The Acquisition Cost of each unit of Equipment shall be depreciated over a period of not more than _____ years (the "Depreciable Life") to a net salvage value (the "Net Salvage Value") of not more than _____% of such Acquisition Cost.

LESSEE'S WARRANTIES

Lessee hereby represents that all of its representations and warranties set forth in Section 5 of the Lease are true and correct as of the date hereof as though made on this date.

CONDITIONS TO LESSOR'S OBLIGATION

Lessor shall not be obligated to make payment for any unit of Equipment under this Supplement unless at the date such payment is requested by Lessee: (a) All of Lessee's representations and warranties in Section 5 of the Lease shall be true and correct as though made as of such date; (b) No litigation or governmental proceedings shall be threatened or pending against Lessee or any subsidiary which in Lessor's opinion may to a material extent adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis; (c) No event of default, or event which might mature into an event of default, shall have occurred or be continuing; and (d) Lessee shall have furnished in form and substance satisfactory to Lessor: (i) resolutions of the Board of Directors of Lessee, certified by its Secretary or an Assistant Secretary, authorizing the lease of such Equipment hereunder and the execution, delivery and performance of the Lease and this Supplement, (ii) evidence of compliance with the insurance provisions of Section 8 of the Lease, (iii) a favorable opinion of counsel regarding the matters set forth in paragraphs (a) through (d) and (f) of Section 5 of the Lease (except that with respect to matters in paragraph (c) thereof dealing with other agreements to which Lessee is a party, counsel may rely on a certificate of the President of Lessee certifying that the agreements listed thereon are all agreements binding upon Lessee); and (iv) such releases, financing statements, waivers and other documents as Lessor may reasonably request to insure that the Equipment will not be subject to any lien, charge, encumbrance, security interest or other similar interest, and that no unit of Equipment will become a fixture to any real estate or an accession to any property not leased under the Lease.

This Supplement is executed and delivered in accordance with the above-referenced Master Lease Agreement (the "Lease") between Lessee and Lessor, and this Supplement hereby becomes a part of the Lease. Riders _____ attached hereto and initialed by the parties constitute a part of this Supplement; if the foregoing space is left blank, then it shall be conclusively presumed for all purposes hereof that there are no Riders initially forming a part of this Supplement. Terms used in this Supplement which

are defined in the Lease shall have the respective meanings therein given unless specifically defined in this Supplement or the context of this Supplement otherwise requires.

This Supplement is delivered at Chicago, Illinois this _____ day of _____, 19__.

AUTO-TRAIN CORPORATION
("Lessee")

CONTINENTAL ILLINOIS LEASING
CORPORATION ("Lessor")

By _____

By _____

Title _____

Title _____

Address: 1801 K Street, N.W.
Washington, D.C. 20006

Address: 231 S. LaSalle Street
Chicago, Ill. 60693

DESCRIPTION OF EQUIPMENT:

Manufacturer	Model	Serial No. (If Known)	Location	Acquisition Cost (Estimated)
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SCHEDULE I

"Stipulated Loss Value" of any unit of Equipment covered by Supplement No. _____ to Lease No. _____ as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Stipulated Loss Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 10(b) of the Lease.

STIPULATED LOSS VALUE TABLE

	<u>8</u>
On or Before Rent Payment Date No.	1
Thereafter, But On or Before Rent Payment Date No.	2
Thereafter, But n or Before Rent Payment Date No.	3

[etc.]

SCHEDULE II

Lease No. _____

Continental Illinois Leasing Corporation
231 South LaSalle Street
Chicago, Illinois 60693

Request and Acceptance No. _____

Re: Master Lease Agreement

dated May , 1973

Supplement No. _____

Gentlemen:

As Lessee under the above-referenced Lease Agreement and Supplement, we hereby request you to pay the following invoices to the vendors indicated for the acquisition, delivery and installation of the property described in such invoices:

<u>Vendor</u>	<u>Invoice No.</u>	<u>Amount</u>
---------------	--------------------	---------------

We hereby (1) represent that all of our representations and warranties set forth in Section 5 of the above-referenced Lease Agreement are true and correct as of the date hereof as though made on this date, (2) accept the property described in said invoices for lease under said Lease Agreement, and (3) evidence the lease of such property.

Dated _____, 19__.

AUTO-TRAIN CORPORATION
Lessee

By _____
Its _____

Accepted:

CONTINENTAL ILLINOIS LEASING CORPORATION

By _____

Its _____

Dated: _____, 19__

STATE OF New York)
COUNTY OF New York) SS.

On this 16th day of May, 1974, before me personally appeared RICHARD W. FOLBERT, to me personally known, who being by me duly sworn, says that he is a Vice President of AUTO-TRAIN CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sylvia Steinberg
Notary Public

SYLVIA STEINBERG
Notary Public, State of New York
No. 41-3829320 Queens County
Term Expires March 30, 1975

[Seal]

My Commission Expires:

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

On this 16th day of May, 1974, before me personally appeared Terrence J. Braggeman, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth A. Heinrick
Notary Public

[Seal]

My Commission Expires: August 13, 1974

