
CONDITIONAL SALE AGREEMENT

Dated as of December 13, 1973

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AMONG

RECORDATION NO. _____ Filed & Recorded

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WHITEHEAD & KALES COMPANY

INTERSTATE COMMERCE COMMISSION

FCB LEASING LTD.

and

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

CONDITIONAL SALE AGREEMENT dated as of December 13, 1973,
among WHITEHEAD & KALES COMPANY, a Michigan corporation (hereinafter
called the "Vendor" or "Manufacturer"), CHICAGO, MILWAUKEE, ST.
PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (hereinafter
called the Guarantor or the Lessee) and FCB LEASING LTD. (hereinafter
called the "Vendee".

w i t n e s s e t h:

WHEREAS, the Manufacturer agrees to construct, sell
and deliver to the Vendee, and the Vendee agrees to purchase,
the equipment described in Annex A hereto (hereinafter called
the Units); and

WHEREAS, the Vendee is executing a lease of the Units as
of the date hereof to the Lessee in substantially the form annexed
hereto as Annex B (hereinafter called the "Lease") and the Guarantor
is willing to guarantee to the Vendor the due and punctual payment
of all sums payable by, and the due and punctual performance
of all other obligations of, the Vendee under this Agreement
and has joined in this Agreement for the purpose of setting forth
the terms and conditions of such guaranty and making certain
further agreements as hereinafter set forth;

NOW, THEREFORE in consideration of the mutual promises
covenants and agreements hereinafter set forth, the parties hereto
do hereby agree as follows:

ARTICLE 1. Construction and Sale. Pursuant to this Agreement, the Manufacturer shall construct the Units at its plant set forth in Annex A hereto, and will sell and deliver to the Vendee, and the Vendee will purchase from the Manufacturer and accept delivery of and pay for (as hereinafter provided), the Units, each Unit of which shall be constructed in accordance with the specifications referred to in Annex A hereto and in accordance with such modifications thereof as may be agreed upon in writing between the Manufacturer, the Vendee and the Guarantor (which specifications and modifications, if any, are hereinafter called the Specifications). The design, quality and component parts of each Unit shall conform, on the date of completion of manufacture of each thereof, to all Department of Transportation and Interstate Commerce Commission requirements and specifications for new equipment and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of such Units and each Unit will be new railroad equipment.

ARTICLE 2. Inspection and Delivery. The Manufacturer will deliver the Units to the Vendee at the place or places within the United States of America specified in Annex A hereto, freight charges, if any, prepaid, in accordance with the delivery schedule set forth in Annex A hereto.

The Manufacturer's obligation as to time of delivery is subject, however, to delays resulting from causes beyond the

Manufacturer's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, differences with workmen, accidents, fire, flood, explosion, damage to plant equipment or facilities, delays in receiving necessary materials or delays of carriers or subcontractors.

Notwithstanding the preceding provisions of this Article 2, any Units not delivered, accepted and settled for pursuant to Article 3 hereof on or before the various Closing Dates shall be excluded herefrom. If any Equipment shall be excluded from this Agreement pursuant to the immediately preceding sentence, the parties to this Agreement shall execute an agreement supplemental hereto limiting this Agreement to the Units not so excluded herefrom. If the Manufacturer's failure to deliver Units so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, the Guarantor shall be obligated to accept such Units and pay the full purchase price therefor, determined as provided in this Agreement, if and when such Units shall be completed and delivered by the Manufacturer, such payment to be in cash on the delivery of such Units, either directly or, in case the Guarantor shall arrange therefor, by means of a conditional sale agreement, equipment trust or such other appropriate method of financing as the Guarantor shall determine and as shall be reasonably acceptable to the Manufacturer.

During construction, the Units shall be subject to inspection and approved by the authorized inspectors of the Vendee

(who may be employees of the Guarantor) and the Manufacturer shall grant to such authorized inspectors reasonable access to its plant. The Manufacturer agrees to inspect all materials used in the construction of the Units in accordance with the standard quality control practices of the Manufacturer. Upon completion of each Unit or of a number of Units such Unit or Units shall be presented to an inspector of the Vendee for inspection at the place specified for delivery of such Unit or Units, and if each such Unit conforms to the specifications, requirements and standards applicable thereto, such inspector or an authorized representative of the Vendee (who may be an employee of the Guarantor) shall execute and deliver to the Manufacturer a Certificate of Acceptance and Delivery (hereinafter called the Certificate of Acceptance) stating that such Unit or Units have been inspected and accepted on behalf of the Vendee on the date of such Certificate of Acceptance and are marked in accordance with Article 9 hereof; provided, however, that the Manufacturer shall not thereby be relieved of its warranties set forth or referred to in Article 13 hereof.

On delivery of each such Unit hereunder at the place specified for delivery, and acceptance thereof by Guarantor as above provided, the Manufacturer shall have no further responsibility for, nor bear any risk of, any damage to or the destruction or loss of such Unit, provided, however, that the Manufacturer shall not thereby be relieved of its warranties set forth or referred to

in Article 13 hereof. The Manufacturer and the Guarantor represent and warrant to, and agree with, the Vendee that no Unit will be delivered to or used by the Guarantor or any other persons unless the same shall first be duly subjected to this Agreement and the Lease.

No delivery of any Unit shall be made until this Agreement and the Lease have been filed pursuant to Section 20c of the Interstate Commerce Act and at the appropriate office(s) pursuant to Article 9 of the Uniform Commercial Code. The Manufacturer shall have no obligation to deliver any Unit hereunder subsequent to the filing by or against the Vendee or the Guarantor of a petition for reorganization under Articles 7 to 11 of Section 77 of the Federal Bankruptcy Act (unless such petition shall have been dismissed, nullified, stayed, or otherwise rendered ineffective) and prior to the assumption, adoption or affirmation of the obligations of the Guarantor, as the case may be, under this Agreement by a trustee or trustees acting pursuant to a court order or decree in any proceeding under said Act.

ARTICLE 3. Purchase Price, Payment and Limitation of Recourse.

The base price or prices per Unit of the Equipment are set forth in Annex A hereto. Such base price or prices are subject to increases or decreases prior to closing as is agreed to by the Manufacturer, the Vendee and the Guarantor. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased. If on the Closing Dates (as hereinafter defined in

this Article 3) the aggregate of the invoiced Purchase Prices for which settlement is then being made under this Agreement would, but for the provisions of this sentence, exceed \$2,354,340 then on the Closing Dates, Vendee shall pay an amount equal to 24.25% of the Purchase Price as herein defined for those Units to be settled for on that particular Closing Date.

The Units shall be settled for on five Closing Dates as to Units delivered to and accepted by the Vendee. The Closing Date for 99 stack pack cars shall be December 28, 1973. The Closing Date for the remainder of the stack pack cars and 16 bi-level auto racks described in Annex A shall be on March 1, 1974. The Closing Date for additional Units delivered and accepted shall take place on April 26, 1974, May 15, 1974 and June 28, 1974. The Units delivered after June 28, 1974 shall be settled for on a Closing Date within 5 days after delivery and acceptance of the final Unit, but in no case shall the final Closing Date be later than September 28, 1973. Five (5) days prior to each Closing Date, the Manufacturer shall present to the Vendee the invoices and Certificate or Certificates of Acceptance for such Units to be settled for on that particular Closing Date.

The Vendee hereby acknowledges itself to be indebted to the Vendor in the amount of, and hereby promises to pay in cash to the Vendor at such place as the Vendor may designate, the Purchase Price of the Units, as follows:

(a) An interim payment after the Dates of Closing on December 28, 1973, March 1, 1974, April 26, 1974 and May 15, 1974, until the commencement of the quarterly payment portion of the Lease on June 28, 1974, at a per diem rate equal to .0001788% of the invoiced Purchase Price of the Units settled for at each such Closing.

(b) On the Closing dates, an amount equal to 24.25% of the invoiced Purchase Price of such Units to be delivered on each Closing Date.

(c) In 40 equal consecutive quarterannual installments, as hereinafter provided, an amount (hereinafter called the "Conditional Sale Indebtedness") equal to the aggregate to the invoiced Purchase Prices of the Units for which settlement is being made, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (b) of this paragraph.

The installments of the Conditional Sale Indebtedness shall be payable on each of September 28, December 28, March 28, and June 28 commencing September 28, 1974, to and including June 28, 1984 (or if any such date is not a business day on the next succeeding business day), each such date being hereinafter called a Payment Date. The unpaid balance of the Conditional Sale Indebtedness shall bear interest from June 28, 1974, in respect of which such indebtedness was incurred at the rate of 8.5% per annum and such interest shall be payable, to the extent accrued, on September 28, 1974, and on each Payment Date thereafter. Payments of the principal amount and interest shall be made in accordance with the attached Amortization Schedule.

Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months.

The Vendee will pay interest, to the extent legally enforceable, at the rate of 10% per annum upon all overdue amounts as shall be legally enforceable, anything herein to the contrary notwithstanding.

All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Except as provided in Article 6 hereof, the Vendee shall not have the privilege of prepaying any portion of the Conditional Sale Indebtedness prior to the date it becomes due.

The parties hereto contemplate (subject to the limitations set forth in the first paragraph of this Article 3) that the Vendee will furnish that portion of the Purchase Price for the Units as is required under subparagraph (b) of the third paragraph of this Article 3 and that an amount equal to the balance of such Purchase Price in proportion to the number of Units to be delivered on each of the respective Closing Dates shall be paid to the Manufacturer by an assignee of the Manufacturer's right, title and interest under this Agreement pursuant to an Agreement and Assignment between the Manufacturer and National Commercial Bank and Trust Company as Agent (such Agreement and Assignment being

hereinafter called the Assignment and such assignee being herein called the Assignee or the Vendor as indicated in Article 24 hereof).

It is agreed that the obligation of the Vendee to pay to the Vendor any amount required to be paid pursuant to the third paragraph of this Article 3 with respect to the Units is specifically subject to the fulfillment, on or before each of the Closing Dates of the following conditions (any of which may be waived by the Vendee, and payment by the Vendee of the amount specified in subparagraph (b) of the third paragraph of this Article 3 shall be conclusive evidence that such conditions have been fulfilled or irrevocably waived):

(a) the Assignee shall have paid or caused to have been paid to the Manufacturer the amounts contemplated to be paid by it as provided in the preceding paragraph of this Article 3 and in Section 5 of the Assignment and the documents required by Section 6 of the Assignment shall have been delivered;

(b) no event of default of the Guarantor specified herein or Event of Default of the Lessee under the Lease, nor any event which with lapse of time and/or demand provided for herein or in the Lease would constitute such an event of default or Event of Default, shall have occurred and be continuing; and

(c) the Vendee shall have received the opinion of counsel required by Section 14 of the Lease and such other documents as the Vendee may reasonably request.

Notwithstanding any other provision of this Agreement (including, but not limited to, any provision of Articles 15 and 16 hereof), it is understood and agreed by the Vendor that the liability of the Vendee for all payments to be made by it under and pursuant to this Agreement, with the exception only of the payments to be made pursuant to subparagraph (b) of the third paragraph of Article 3 hereof, shall be without recourse, shall not exceed an amount equal to, and shall be payable only out of, the "income and proceeds from the Units", and such payments shall be made by the Vendee only to the extent that the Vendee or the Assignee shall have actually received sufficient "income or proceeds from the Units" to make such payments. Except as provided in the next preceding sentence, the Vendor and Guarantor agree that the Vendee shall have no personal liability to make any payments under this Agreement whatsoever except to the extent that "income and proceeds from the Units" are actually received by the Vendee or the Assignee. In addition, the Vendor agrees that the Vendee (i) makes no representation, and is not responsible for, the due execution, validity, sufficiency or enforceability of the Lease insofar as it relates to the Lessee (or any document relative thereto) or of any of the Lessee's obligations thereunder and (ii) shall not be responsible for the performance by the Lessee of any of its agreements, representations, indemnities, obligations or other undertakings under the Lease; it being understood

that as to all such matters the Vendor will look solely to the Vendor's rights under this Agreement against the Guarantor and the Units and to the Vendor's rights under the Lease against the Lessee and the Units. As used herein the term "income and proceeds from the Units" shall mean (i) if one of the events of default specified in Article 15 hereof shall have occurred and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Vendee or the Assignee at any time after any such event and during the continuance thereof:

(a) all amounts of rental and amounts in respect of Casualty Occurrence (as hereinafter defined in Article 6 hereof) paid for or with respect to the Units pursuant to the Lease and (b) any and all payments or proceeds received by the Vendee or the Assignee for or with respect to the Units as the result of the sale, lease or other disposition thereof and after deducting all costs and expenses of such sale, lease or other disposition and any and all other payments received by the Vendee or the Vendor under Section 9 of the Lease, and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) as are indefeasibly received by the Vendee or the Assignee and shall not exceed the portion of the Conditional Sale Indebtedness (including prepayments thereof required in respect of Casualty Occurrences) and/or interest thereon due and payable on, or within six days after, the date such amounts received by the Vendee or the Assignee were required to be paid to it pursuant to the Lease or shall not exceed any other payments

then due and payable under this Agreement; it being understood that "income and proceeds from the Units" shall in no event include amounts referred to in the foregoing clauses (a) and (b) which were received by the Vendee or the Assignee prior to the existence of such an event of default and which exceeded the amounts required to discharge that portion of the Conditional Sale Indebtedness (including prepayments thereof required in respect of Casualty Occurrences) and/or interest thereon due and payable on, or within six days after, the date on which amounts with respect thereto received by the Vendee or the Assignee were required to be paid to it pursuant to the Lease or which exceeded any other payments due and payable under this Agreement at the time such amounts were payable under the Lease. It is further specifically understood and agreed that nothing contained herein limiting the liability of the Vendee shall derogate from the right of the Vendor to proceed against the Units or the Guarantor as provided for herein for the full unpaid Purchase Price of the Units and interest thereon and all other payments or obligations hereunder. Notwithstanding anything to the contrary contained in Articles 15 or 16 hereof, the Vendor agrees that in the event it shall obtain a judgment against the Vendee hereunder for an amount in excess of the amounts payable by the Vendee pursuant to the limitations set forth in this paragraph, it will, accordingly, limit its execution of such judgment to amounts payable pursuant to the limitations set forth in this paragraph.

ARTICLE 4. Title to the Units. The Vendor shall and hereby does retain the full security title to and property in the Units until the Vendee shall have made all its payments under this Agreement and shall have kept and performed all its agreements herein contained, notwithstanding any provision of this Agreement limiting the liability of the Vendee and notwithstanding the delivery of the Units to and the possession and use thereof by the Vendee and the Guarantor as provided in this Agreement. Any and all additions to the Units and any and all parts installed on and additions and replacements made to any Unit or the Units shall constitute accessions to the Units and shall be subject to all the terms and conditions of this Agreement and included in the term "Units" as used in this Agreement. Whenever reference herein is made to the title of Vendor or its Assignee to the Units, such reference shall be deemed to mean the security interest of Vendor or such Assignee in the Units pursuant to Article 9 of the Uniform Commercial Code.

Except as otherwise specifically provided in Article 6 hereof, when and only when the Vendor shall have been paid the full indebtedness in respect of the purchase Price of the Units together with interest and all other payments as herein provided, and all the Vendee's obligations herein contained shall have been performed, absolute right to possession of, title to and property in the Units shall pass to and vest in the Vendee without further transfer or action on the part of the Vendor. However, the Vendor, if so requested by the Vendee at that time

referred to in the preceding sentence will (a) execute a bill or bills of sale for the Units transferring its title thereto and property therein to the Vendee, or upon its order, free of all liens, security interests and other encumbrances created or retained hereby, and deliver such bill or bills of sale to the Vendee at its address referred to in Article 21 hereof, (b) execute and deliver at the same place, for filing, recording and depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Vendee to the Equipment and (c) pay to the Vendee any money paid to the Vendor pursuant to Article 6 hereof and not theretofore applied as therein provided. The Vendee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same except for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file such certificate within a reasonable time after written demand by the Vendee.

ARTICLE 5. Taxes. All payments to be made by the Vendee hereunder will be free of expense to the Vendor for collection or other charges and will be free of expense to the Vendor with respect to the amount of any local, state, federal or foreign

taxes (other than net income taxes, gross receipts taxes except gross receipts taxes in the nature of or in lieu of sales, use or rental taxes), franchise taxes measured by net income based upon such receipts, excess profits taxes and similar taxes) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges fines and penalties being hereinafter called impositions) hereafter levied or imposed upon or in connection with or measured by this Agreement or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof, all of which impositions the Vendee assumes and agrees to pay on demand in addition to the Purchase Price of the Units. The Vendee will also pay promptly all impositions which may be imposed upon the Units delivered to it or for the use or operation thereof or upon the earnings arising therefrom and will keep at all times all and every part of the Units free and clear of all impositions which might in any way affect the title of the Vendor or result in a lien upon any part of the Units; provided, however, that the Vendee shall be under no obligation to pay any impositions and the nonpayment thereof does not, in the opinion of the Vendor, adversely affect the title, property or rights of the Vendor in or to the Units or otherwise under this Agreement. If any impositions for which Vendee is liable as aforesaid shall have been charged or levied against the Vendor directly and paid by the Vendor, the Vendee shall reimburse the Vendor upon presentation of an invoice therefor, and any amounts so paid by the Vendor shall be secured by and under

this Agreement; provided, however, that the Vendee shall not be obligated to reimburse the Vendor for any impositions so paid unless the Vendor shall have been legally liable with respect thereto (as evidenced by an opinion of counsel for the Vendor) or unless the Vendee shall have approved the payment thereof.

ARTICLE 6. Maintenance and Repair; Casaulty Occurrences; Insurance. The Vendee agrees that, at its own cost and expense, it will maintain and keep each Unit in good order and repair.

In the event that any Unit shall be or become worn out, lost, stolen, destroyed, or, in the opinion of the Vendee or the Lessee, irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being herein called Casualty Occurrences), the Vendee shall, promptly after it shall have determined that such unit has suffered a Casualty Occurrence, cause the Vendor to be fully informed in regard thereto. On the interest payment date for payment of interest on the Conditional Sale Indebtedness the Vendee shall pay to the Vendor a sum equal to the Casualty Value (as hereinafter defined in this Article 6) of such Unit suffering a Casualty Occurrence as of the date of such payment and shall file, or cause to be filed, with the Vendor a certificate setting forth the Casualty Value of such unit. Any money paid to the Vendor pursuant to this paragraph shall be applied to prepay the Conditional Sale Indebtedness and the Vendee will promptly furnish the Vendor and the Guarantor a revised schedule of payments

of principal and interest thereafter to be made, in such number of counterparts as the Assignee may request, calculated as provided in the fourth paragraph of Article 3 hereof.

Upon payment by the Vendee to the Vendor of the Casualty value of any Unit having suffered a Casualty Occurrence, absolute right to the possession of, title to and property in such Unit shall pass to and vest in the Vendee, without further transfer or action on the part of the Vendor, except that the Vendor, if requested by the Vendee, will execute and deliver to the Vendee, at the expense of the Vendee, an appropriate instrument confirming such passage to the Vendee of all the Vendor's right, title and interest in such Unit, in recordable form, in order that the Vendee may make clear upon the public records the title of the Vendee to such Unit.

The Casualty Value of each Unit suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the date as of which such Casualty Value shall be determined (without giving effect to any prepayment or prepayments theretofore made under this Article 6), plus interest accrued thereon but unpaid as of such date. For the purpose of this paragraph, each payment of the Purchase Price in respect of Units made pursuant to Article 3 hereof shall be deemed to be a payment on each Unit in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of the Units.

The Guarantor will at all times prior to the payment of the full indebtedness in respect of the Purchase Price of the Units, together with interest thereon and all other payments required hereby, at its own expense, cause to be carried and maintained, insurance in respect of the Units at the time subject hereto, in amounts and against risks customarily insured against by the Guarantor on similar equipment owned by it.

It is further understood and agreed that any insurance proceeds received by the Vendor in respect of Units suffering a Casualty Occurrence shall be deducted from the amounts payable by the Vendee to the Vendor in respect of Casualty Occurrences pursuant to the second paragraph of this Article 6. If the Vendor shall receive any other insurance proceeds in respect of insurance carried in respect of such Units suffering Casualty Occurrence after the Vendee shall have made payments pursuant to this Article 6 without deduction for such insurance proceeds, the Vendor shall pay such insurance proceeds to the Vendee. All proceeds of insurance received by the Vendor in respect of insurance carried on any Unit or Units not suffering a Casualty Occurrence shall be paid to the Vendee upon proof satisfactory to the Vendor that any damage to such Unit in respect of such such proceeds were paid has been fully repaired.

ARTICLE 7. Obligations of Guarantor. The Guarantor, for value received, hereby unconditionally guarantees to the

Vendor by endorsement (through its execution hereof) the due and punctual performance of all obligations of the Vendee under this Agreement and unconditionally guarantees to the Vendor that all sums payable by the Vendee pursuant to subparagraph (c) of the third paragraph of Article 3 hereof and interest thereon, and the due and punctual performance of all obligations of the Vendee under this Agreement and unconditionally guarantees to the Vendor that all sums payable by the Vendee under this Agreement (except for the sums payable by the Vendee pursuant to subparagraph (b) of the third paragraph of Article 3 hereof), will be promptly paid when due, together with interest thereon as herein provided, whether at stated maturity or by declaration or otherwise, and in case of default by the Vendee in any such obligations or payments the Guarantor agrees punctually to perform or pay the same, irrespective of any enforcement against the Vendee of any of the rights of the Vendor hereunder.

The Guarantor hereby agrees that its obligations hereunder shall be unconditional (and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever), irrespective of the genuineness, validity, regularity or enforceability of this Agreement or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor and irrespective of the last paragraph of Article 3 hereof or any other circumstances which might otherwise limit the recourse of the Vendor to the Vendee. The Guarantor hereby waives diligence, presentment, demand of payment, protest, any notice of any assignment

hereof in whole or in part or of any default hereunder and all notices with respect to this Agreement and all demands whatsoever hereunder. No waiver by the Vendor of any of its rights hereunder or failure to take, or delay in taking, any such action shall affect the obligations of the Guarantor hereunder.

In the event that the Guarantor shall make any payments to the Vendor hereunder whether on account of its guaranty hereunder, or otherwise, the Guarantor hereby covenants and agrees that it shall not acquire any rights, by subrogation or otherwise, against the Vendee or with respect to any of the Units by reason of such payments, all such rights being hereby irrevocably released, discharged and waived by the Guarantor provided, however, that after the payment by the Guarantor to the Vendor of all sums payable under this Agreement, the Guarantor shall, by subrogation, be entitled to the rights of the Vendor against the Vendee by reason of such payment, to the extent, but only to the extent, that the Vendee has received "income and proceeds from the Units" (as defined in Article 4 hereof) and has not applied amounts equal to such income and proceeds to the payment, in accordance with this Agreement and subject to the limitations contained in the last paragraph of said Article 3, of sums payable by the Vendee to the Vendor hereunder.

ARTICLE 8. Reports and Inspections. On or before March 31 in each year, commencing with the calendar year which begins after the expiration of 120 days from the date of this Agreement, the Vendee shall cause to be furnished to the Vendor

its certified financial statements as of the preceding December 31 including a Balance Sheet and Income Statement, and an accurate Statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year (or since the date of this Agreement in the case of the first such statement) and such other information regarding the condition and state of repair of the Units as the Vendor may reasonably request and (b) stating that, in the case of all Units repaired or repainted during the period covered by such statement, the numbers and markings required by Article 9 hereof have been preserved or replaced. The Vendor shall have the right, by its agents, to inspect the Units and the Guarantor's records with respect thereto at such reasonable times as the Vendor may request during the term of this Agreement.

ARTICLE 9. Marking of Equipment. The Vendee will cause each Unit to be kept numbered with its identifying number as set forth in Annex A hereto, or, in the case of Units not there listed, such identifying number as shall be set forth in any amendment or supplement hereto extending this Agreement to cover such Units, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the name of the Vendor followed by the words "Agent, Security Owner under a Conditional Sale Agreement to FCB LEASING Ltd." or other appropriate

words designated by the Vendor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Vendor's title to and property in the Units and its rights under this Agreement. The Vendee will not permit any such Unit to be placed in operation or exercise any control or dominion over the same until such name and words shall have been so marked on both sides thereof and will replace or will cause to be replaced promptly any such name and words which may be removed, defaced or destroyed. The Vendee will not permit the identifying number of any Unit to be changed except in accordance with a statement of new number or numbers to be substituted therefor, which statement perviously shall have been filed with the Vendor and filed, recorded and deposited by the Vendee in all public offices where this Agreement shall have been filed, recorded and deposited.

Except as provided in the immediately preceding paragraph, the Vendee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership; provided, however, that the Vendee may allow the Units to be lettered with the names or initials or other insignia customarily used by the Guarantor or its affiliates on railroad equipment used by them of the same or similar type for convenience of identification of the rights of the Guarantor or its affiliates to use the Units as permitted under the Lease.

ARTICLE 10. Compliance with Laws and Rules. During the term of this Agreement, the Vendee will comply, and will cause every lessee or user of the Units to comply, in all respects (including without limitation, with respect to the use, maintenance and operation of the Units) with all laws of the jurisdictions in which its or such lessees' operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department of Transportation the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration of any unit of the Units or in the event that any equipment or appliance on any such Unit shall be required to be changed or replaced, or in the event that any additional or other equipment or appliance is required to be installed on any such Unit in order to comply with such laws or rules, the Vendee will make such alterations, changes, replacements and additions at its own expense; provided, however, that the Vendee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Vendor adversely affect the property or rights of the Vendor under this Agreement.

ARTICLE 11. Possession and Use. The Vendee, so long as it shall not be in default under this Agreement, shall be entitled, from and after delivery of the Units by the Manufacturer

to the Vendee, to the possession of the Units and the use thereof, but only upon and subject to all the terms and conditions of this Agreement and the Lease.

The Vendee may lease the Units to the Lessee as permitted by, and for use as provided in, the Lease, but the rights of the Lessee and its permitted assigns (the Lessee hereby so acknowledging) under the Lease shall be subordinated and junior in rank to the rights, and shall be subject to the remedies, of the Vendor under this Agreement; provided, however, that so long as the Lessee shall not be in default under the Lease or under this Agreement in its capacity as Guarantor or otherwise, the Lessee shall be entitled to the possession and use of the Units, according to the provisions of the Lease. The Vendee hereby agrees that it will not exercise any of the remedies permitted in the case of an Event of Default under and as defined in the Lease until the Vendor shall have received notice in writing or by telegram of its intended exercise thereof, and hereby further agrees to furnish to the Vendor copies of all summonses, writs, processes and other documents served by it upon the Lessee or served by the Lessee upon it in connection therewith.

So long as an event of default specified in Article 15 hereof shall not have occurred and be continuing, the Vendee shall be entitled to the possession and use of the Units, and the Units may be used upon the lines of railroad owned or operated by the Lessee or any affiliate of the Lessee (or any other railroad

over which the Lessee or any such affiliate has trackage or other operating rights, or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract, and the Units may be used upon connecting and other carriers in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Agreement; and the Lease; provided, however, that the Vendee shall not assign or permit the assignment of any Unit to service involving the regular operation and maintenance thereof outside the United States of America. The Vendee may also lease the Units to any other railroad company with the prior written consent of the Vendor; provided, however, that (i) such lease shall provide that the rights of such lessee are made expressly subordinate to the rights and remedies of the Vendor under this Agreement (ii) such lessee shall expressly agree not to assign or permit the assignment of any Unit to service involving the regular operation and maintenance thereof outside the United States of America and (iii) a copy of such lease shall be furnished to the Vendor.

ARTICLE 12. Prohibition Against Liens. The Vendee will pay or discharge any and all sums claimed by any party from, through or under the Vendee or its successors or assigns which, if unpaid, might become a lien, charge, security interest or other encumbrance upon or with respect to the Units, or any part thereof, or the interest of the Vendor therein, equal or superior

to the Vendor's title thereto or property therein, and will promptly discharge any such lien, charge, security interest or other encumbrance which arises but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Vendor adversely affect the property or right of the Vendor in or to the Units or otherwise under this Agreement. Any amounts paid by the Vendor in discharge of liens, charges or security interests upon the Units shall be secured by and under this Agreement.

This covenant will not be deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent.

ARTICLE 13. Indemnities and Warranties. The Vendee agrees to indemnify, protect and hold harmless the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including but not limited to counsel fees and expenses, penalties and interest, arising out of or as the result of the entering into or the performance of this Agreement, the retention by the Vendor of title to the Units, the ordering, acquisition, attachment to or detachment

from any railroad car, use, operation, condition, purchase, delivery, rejection, storage or return of any of the Units, any accident, in connection with the operation, attachment, detachment, use, condition, possession, storage or return of any of the Units resulting in damage to property or injury or death to any person during the period when title thereto remains in the Vendor or the transfer of title to the Units by the Vendor pursuant to any of the provisions of this Agreement, except, however, any losses, damages, injuries, liabilities, claims and demands, whatsoever, arising out of any tort, breach of warranty or failure to perform any covenant hereunder by the Manufacturer. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness in respect of the Purchase Price of, and the conveyance of security title to the Units, as provided in Article 4 hereof, or the termination of this Agreement in any manner whatsoever.

The Vendee will bear the responsibility for and risk of and shall not be released from its obligations hereunder in the event of any damage to or the destruction or loss of any Unit of or all the Units.

The Manufacturer warrants that the Units will be built in accordance with the requirements, specifications and standards set forth in Article 1 of this Agreement and warrants the Units will be free from defects in material (except as to specialties

incorporated therein which were specified or supplied by the Vendee or the Guarantor and not manufactured by the Manufacturer) and workmanship under normal use and service, the Manufacturer's obligation under this Article 13 being limited to making good at its factory any part or parts of any Unit which shall be returned to the Manufacturer with transportation charges prepaid, within one year after the delivery of such Unit to the Vendee, and which the Manufacturer's examination shall disclose to its satisfaction to have been thus defective. The foregoing warranty of the Manufacturer is expressly in lieu of all other warranties, express or implied, including any implied warranty or merchantability or fitness for particular purpose, and of all other obligations or liabilities under Articles 1, 2 and 13 of this Agreement, and the Manufacturer neither assumes nor authorizes any person to assume for it any other liability in connection with the construction and delivery of the Units, except as aforesaid. It is further understood and agreed that in no event shall the Manufacturer be liable for indirect or consequential damages of any kind.

The Manufacturer further agrees with the Vendee that neither the inspection as provided in Article 2 of this Agreement nor any examination nor the acceptance of any Units as provided in said Article 2 shall be deemed a waiver or a modification by the Vendee of any of its rights under this Article 13.

Except in cases of articles or materials specified by the Vendee or the Guarantor and not manufactured by the Manufacturer

and in cases of designs, systems, processes, formulae or combinations specified by the Vendee or the Guarantor and not developed or purported to be developed by the Manufacturer, the Manufacturer agrees to indemnify, protect and hold harmless the Vendee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Vendee, its assigns or the users of the Units because of the use in or about the construction or operation of any of the Units of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Vendee and the Guarantor likewise will indemnify, protect and hold harmless the Vendor from and against any and all liability, claims, costs charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Vendor because of the use in or about the construction or operation of any of the Units of any article or material specified by the Vendee or the Guarantor and not manufactured by the Manufacturer or of any design, system, process, formula or combination specified by the Vendee or the Guarantor and not developed or purported to be developed by the Manufacturer which infringes or is claimed to infringe on any patent or other right. The Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, assign, set over and deliver to the Vendee every claim, right and cause of action which the Manufacturer has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the Vendee or the Guarantor and purchased or otherwise acquired by

the Manufacturer for use in or about the construction or operation of any of the Units, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. The Manufacturer further agrees to execute and deliver to the Vendee or the users of the Units all and every such further assurance as may be reasonably requested by the Vendee more fully to effectuate the assignment and delivery of every such claim, right and cause of action. The Manufacturer will give notice to the Vendee of any claim known to the Manufacturer from which liability may be charged against the Vendee hereunder and the Vendee and the Guarantor will give notice to the Manufacturer of any claim known to them from which liability may be charged against the Manufacturer hereunder. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under the Agreement, the satisfaction and discharge of the Agreement or the termination of the Agreement in any manner.

ARTICLE 14. Assignments. The Vendee will not (a) except as provided in Article 11 hereof, transfer the right to possession of any Unit or (b) sell, assign, transfer or otherwise dispose of its rights under this Agreement unless such sale, assignment, transfer or disposition (i) is made expressly subject in all respects to the rights and remedies of the Vendor hereunder (including, without limitation, rights and remedies against the

Vendee and the Guarantor) and (ii) provides that the Vendee shall remain liable for all the obligations of the Vendee under this Agreement. Subject to the preceding sentence, any such sale, assignment, transfer or disposition may be made by the Vendee without the purchaser, assignee or transferee assuming any of the obligations of the Vendee hereunder.

All or any of the rights, benefits and advantages of the Vendor under this Agreement, including the right to receive the payments herein provided to be made by the Vendee and the benefits arising from the undertakings of the Guarantor hereunder, may be assigned by the Vendor and reassigned by any assignee at any time or from time to time. No such assignment shall subject any assignee to, or relieve the Manufacturer from, any of the obligations of the Manufacturer to construct and deliver the Units in accordance herewith or to respond to its warranties and indemnities contained or referred to in Article 13 hereof, or relieve the Vendee or the Guarantor of their respective obligations to the Manufacturer contained or referred to in Articles 1, 2, 3, 5, 7 and 13 hereof and this Article 14, or any other obligation which, according to its terms and context, is intended to survive an assignment.

Upon any such assignment, either the assignor or the assignee shall give written notice to the Vendee and the Guarantor, together with a counterpart or copy of such assignment, stating

the identity and post office address of the assignee, and such assignee shall, by virtue of such assignment, acquire all the assignor's right, title and interest in and to the Units and this Agreement, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Vendee and Guarantor, respectively of the notification of any such assignment, all payments thereafter to be made by the Vendee or the Guarantor under this Agreement shall, to the extent so assigned, be made to the assignee in such manner as it may direct.

The Vendee and the Guarantor recognize that it is the custom of railroad equipment manufacturers or sellers to assign agreements of this character and understand that the assignment of this Agreement, or of some of or all the rights of the Vendor hereunder, is contemplated. The Vendee and the Guarantor expressly represent, for the purpose of assurance to any person, firm or corporation considering the acquisition of this Agreement or of all or any of the rights of the Vendor hereunder, and for the purpose of inducing such acquisition, that in the event of such assignment by the Vendor as hereinbefore provided, the rights of such assignee to the entire unpaid indebtedness in respect of the Purchase Price of the Units or such part thereof as may be assigned, together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Manufacturer

with respect to the Units or the manufacture, construction, delivery or warranty thereof, or with respect to any indemnity herein contained, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Guarantor by the Manufacturer. Any and all such obligations, howsoever arising, shall be and remain enforceable by the Vendee or the Guarantor, as the case may be, against and only against the Manufacturer and any other person other than Assignee legally responsible therefor.

In the event of any such assignment or successive assignments by the Vendor of title to the Units and of the Vendor's rights hereunder with respect thereto, the Vendee will, whenever requested by the assignee, change the markings on each side of each unit of the Units, so as to indicate the title of such assignee to the Units, such markings to be specified by such assignee, subject to any requirements of the laws of the jurisdictions in which the Units shall be operated. The cost of such markings in the event of an assignment of not less than all the Units at the time covered by this Agreement shall be borne by the Vendee and, in the event of an assignment of less than all such Units such cost shall be borne by such assignee.

The Vendee and the Guarantor will (a) in connection with settlement for the Units, deliver to the assignee, at the Closing Dates, all documents required by the terms of such assignment

to be delivered to such assignee in connection with such settlement, in such number of counterparts or copies as may reasonably be requested, except for any opinion of counsel for such assignee and (b) furnish to such assignee such number of counterparts or copies of any other certificate or paper required by the Vendor as may reasonably be requested.

If the Manufacturer shall not receive on each Closing Date the aggregate Purchase Price in respect of all of the Units proposed to be settled for on that Closing Date, the Manufacturer will promptly notify the Vendee and the Guarantor of such event and, if such amount shall not have been previously paid, the parties hereto will, upon the request of the Manufacturer, enter into an appropriate written agreement with the Manufacturer excluding from this Agreement those Units whose aggregate Purchase Price shall not have been received, and the Guarantor will, not later than 90 days after such Closing Date, pay or cause to be paid to the Manufacturer the aggregate unpaid Purchase Price of such Units together with interest thereon from such Closing Date to the date of payment by the Guarantor at the highest prime rate of interest of leading New York City banks in effect on such Closing Date.

ARTICLE 15. Defaults. In the event that any one or more of the following events of default shall occur and be continuing, to-wit:

(a) The Vendee shall fail to pay in full any sum payable by the Vendee when Payment thereof shall be due hereunder (irrespective of any provision of this Agreement limiting the liability of the Vendee) and such default shall continue for 20 days; or

(b) The Vendee or the Guarantor shall, for more than 30 days after the Vendee shall have demanded in writing performance thereof, fail or refuse to comply with any other covenant, agreement, term or provision of this Agreement, or of any agreement entered into concurrently herewith relating to the financing of the Units, on its part to be kept and performed or to make provision satisfactory to the Vendor for such compliance; or

(c) Any proceeding shall be commenced by or against the Vendee or the Guarantor for any relief which includes, or might result in, any modification of the obligations of the Guarantor or the Vendee hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the obligation of the Vendee or the Guarantor under this Agreement, and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Vendee or the Guarantor, as the case may be, under this Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee

or trustees or receiver or receivers appointed for the Vendee or the Guarantor, as the case may be, or for their respective property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

(d) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Guarantor and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Guarantor under this Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

(e) The Vendee shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of any Unit; or

(f) An event of default shall occur under the other Agreement or Agreements, if any, referred to and defined in Article 3 hereof;

then at any time after the occurrence of such an event of default the Vendor may, upon written notice to the Vendee and the Guarantor and upon compliance with any legal requirements then in force and applicable to such action by the Vendor (i) subject to the rights of the Lessee set forth in Article 11 hereof, cause the Lease immediately upon such notice to terminate (and the Vendee and the Guarantor each acknowledge the right of the Vendor to terminate the Lease and/or (ii) declare (hereinafter called a Declaration of Default) the entire unpaid indebtedness in respect of the Purchase Price of the Units, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of such indebtedness and interest shall bear interest from the date of such Declaration of Default at the rate per annum specified in Article 3 hereof as being applicable to amounts remaining unpaid after becoming due and payable, to the extent legally enforceable. Upon a Declaration of Default, the Vendor shall be entitled to recover judgment for the entire unpaid balance of the indebtedness in respect of the Purchase Price of the Units so payable, with interest as aforesaid, and to collect such judgment out of any property of the Vendee or the Guarantor wherever situated. The Vendee or the Guarantor, as the case may be, shall promptly notify the Vendor of any event which has come to its attention

which constitutes, or with the giving of notice and/or lapse of time would constitute, an event of default under this Agreement.

The Vendor may, at its election, waive any such event of default and its consequences and rescind and annul any Declaration of Default or notice of termination of the Lease by notice to the Vendee and the Guarantor in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such event of default had occurred and no Declaration of Default or notice of termination of the Lease had been made or given. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by the Vendee and the Guarantor that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon. All obligations and liabilities of Vendee under this Article shall be enforceable against Vendee only to the extent set forth in the last paragraph of Article 3 herein.

ARTICLE 16. Remedies. At any time during the continuance of a Declaration of Default, the Vendor may, subject to the rights of the Lessee set forth in Article 11 hereof, and upon such further notice, if any, as may be required for compliance with any mandatory legal requirements then in force and applicable to the action to be taken by the Vendor, take or cause to be taken, by its agent or agents, immediate possession of the Units, or any of them, without liability to return to the Vendee or the Guarantor

any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Article 16 expressly provided, and may remove the same from possession and use of the Vendee, and may detach the same from any railroad cars to which said Units are attached. The Lessee or any other person who may enter upon the premises of the Vendee or the Guarantor or any other premises where the Units may be located and may use and employ in connection with such detachment and removal any supplies, services and aids and any available trackage and other facilities or means of the Vendee or the Guarantor, with or without process of law.

In case the Vendor shall demand possession of the Units pursuant to this Agreement and shall designate a reasonable point or points on the lines or premises of the Guarantor for the delivery of the Units to the Vendor, the Guarantor shall (subject to the rights of the Lessee set forth in Article 11 hereof), at its own expense, forthwith and in the usual manner, cause the Units to be detached, assembled and moved to such point or points on its lines and shall there deliver the Units or cause them to be delivered to the Vendor. At the option of the Vendor, the Vendor may keep the Units on any of the lines or premises of the Guarantor until the Vendor shall have leased, sold or otherwise disposed of the same, and for such purpose the Guarantor agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Vendor reasonably convenient to the Guarantor. This agreement to deliver the Units and furnish

facilities as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, the Vendor shall be entitled to a decree against the Vendee and/or the Guarantor requiring specific performance hereof. The Vendee and the Guarantor hereby expressly waive any and all claims against the Vendor and its agent or agents for damages of whatever nature in connection with any retaking of any Unit in any reasonable manner.

At any time during the continuance of a Declaration of Default, the Vendor (after retaking possession of the Units as hereinbefore in this Article 16 provided) may, at its election and upon such notice as is hereinafter set forth, retain the Units in satisfaction of the entire indebtedness in respect of the Purchase Price of the Units and make such dispositions thereof as the Vendor shall deem fit. Written notice of the Vendor's election to retain the Units shall be given to the Vendee and the Guarantor by telegram or registered mail, addressed as provided in Article 21, hereof and to any other persons to whom the law may require notice, within 30 days after such Declaration of Default. In the event that the Vendor should elect to retain the Units and no objection is made thereto within the 30-day period described in the second proviso below, all the Vendee's rights in the Units shall thereupon terminate and all payments made by the Vendee and the Guarantor may be retained by the Vendor as compensation for the use of the Units; provided, however, that if the Vendee, before the expiration of the 30-day period described in the proviso below, should pay or cause to be paid

to the Vendor the total unpaid balance of the indebtedness in respect of the Purchase Price of the Units, together with interest thereon accrued and unpaid and all other payments due under this Agreement, then in such event absolute right to the possession of, title to and property in the Units shall pass to and vest in the Vendee; provided, further, that if the Vendee, the Guarantor or any other persons notified under the terms of this paragraph object in writing to the Vendor within 30 days from the receipt of notice of the Vendor's election to retain the Units, then the Vendor may not so retain the Units, but shall sell, lease or otherwise dispose of them or continue to hold them pending sale, lease or other disposition as hereinafter provided or as may otherwise be permitted by law. If the Vendor shall have given no notice to retain as hereinabove provided or notice of intention to dispose of the Units in any other manner, it shall be deemed to have elected to sell the Units in accordance with the provisions of this Article 16.

At any time during the continuance of a Declaration of Default, the Vendor, with or without retaking possession thereof, at its election and upon reasonable notice to the Vendee, the Guarantor and any other persons to whom the law may require notice of the time and place, may, subject to the rights of the Lessee set forth in Article 11 hereof, sell the Units, or any part thereof, free from any and all claims of the Vendee, the Guarantor or

any other party claiming from, through or under the Vendee or the Guarantor at law or in equity, at public or private sale and with or without advertisement as the Vendor may determine; provided, however, that if, prior to such sale and prior to the making of a contract for such sale, the Vendee shall tender full payment of the total unpaid balance of the indebtedness in respect of the Purchase Price of the Units, together with interest thereon accrued and unpaid and all other payments due under this Agreement as well as expenses of the Vendor in retaking possession of, removing, storing, holding and preparing the Units, for and otherwise arranging for, the sale and the Vendor's reasonable attorneys' fees, then in such event absolute right to the possession of, title to and property in the Units shall pass to and vest in the Vendee. The proceeds of such sale or other disposition, less the attorneys' fees and any other expenses incurred by the Vendor in retaking possession of, removing, storing, holding preparing for sale and selling or otherwise disposing of the Units, shall be credited on the amount due to the Vendor under the provisions of this Agreement.

Any sale hereunder may be held or conducted at Chicago, Illinois, at such time or times as the Vendor may specify (unless the Vendor shall specify a different place or places, in which case the sale shall be held at such place or places as the Vendor may specify), in one lot and as an entirety or in separate lots

and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Vendor may determine. The Vendee and the Guarantor shall be given written notice of such sale not less than ten days prior thereto by telegram or registered mail addressed as provided in Article 21 hereof. If such sale shall be a private sale, it shall be subject to the rights of the Vendee and the Guarantor to purchase or provide a purchaser, within ten days after notice of the proposed sale price, at the same price offered by the intended purchaser or a better price. The Vendor may bid for and become the purchaser of the Units, or any of them, so offered for sale. In the event that the Vendor shall be the purchaser thereof, it shall not be accountable to the Vendee or the Guarantor (except to the extent of surplus money received as hereinafter provided in this Article 16), and in payment of the purchase price therefor the Vendor shall be entitled to have credited in account thereof all sums due to the Vendor hereunder.

Each and every power and remedy hereby specifically given to the Vendor shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Vendor. All such powers and remedies shall be cumulative, and the exercise

of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Vendor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Vendee or the Guarantor shall not otherwise alter or affect the Vendor's rights or the Vendee's or the Guarantor's obligations hereunder. The Vendor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Vendee's or the Guarantor's obligations or the Vendor's rights hereunder with respect to any subsequent payments or default therein.

If, after applying all sums of money realized by the Vendor under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement, the Vendee shall pay the amount of such deficiency to the Vendor upon demand, and, if the Vendee shall fail to pay such deficiency, the Vendor may bring suit therefor and shall be entitled to recover a judgment therefor against the Vendee. If, after applying as aforesaid all sums realized by the Vendor, there shall remain a surplus in the possession of the Vendor, such surplus shall be paid to the Vendee or the Guarantor, as the case may be, to the extent of their respective interests therein.

The Vendee will pay all reasonable expenses, including attorneys' fees, incurred by the Vendor in enforcing its remedies under the terms of this Agreement. In the event that the Vendor shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Vendor may recover reasonable expenses, including reasonable attorneys' fees, and the amount thereof shall be included in such judgment.

The foregoing provisions of this Article 16 are subject in all respects to all mandatory legal requirements at the time in force and applicable thereto. All obligations and liabilities of Vendor under this Article shall be enforceable against Vendee only to the extent set forth in the last paragraph of Article 3 herein.

ARTICLE 17. Applicable State Laws. Any provision of this Agreement prohibited by any applicable law or any jurisdiction (which is not overridden by applicable federal law) shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Vendee and the Guarantor to the full extent permitted by law, it being the intention of the parties hereto that this Agreement shall be deemed to be a conditional sale and enforced as such.

Except as otherwise provided in this Agreement, the Vendee and the Guarantor, to the full extent permitted by law, hereby waive all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Units, or any one or more units thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Vendor's rights under this Agreement and any and all rights of redemption.

ARTICLE 18. Recording. The Guarantor will cause this Agreement, any assignments hereof and any amendments or supplements hereto or thereto to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act and Article 9 of the Uniform Commercial Code; and the Vendee and the Guarantor will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Vendor for the purpose of proper protection, to the satisfaction of counsel for the Vendor, of its title to the Units and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Vendee and the Guarantor will promptly furnish to the Vendor certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Vendor.

ARTICLE 19. Payment of Expenses. The Vendee will pay for all the costs and expenses (other than the fees and expenses

of counsel for the Manufacturer) incident to this Agreement and the first assignment of this Agreement (including the fees and expenses of an Agent) and any instrument supplemental or related hereto or thereto, including all fees and expenses of counsel for the first assignee of the Agreement and for any party acquiring interests in such first assignment, and all reasonable costs and expenses in connection with the transfer by any party of interests acquired in such first assignment to the extent that the aforementioned costs and expenses are not satisfied by NAC Leasing Corporation, 222 South Riverside Plaza, Chicago, Illinois.

ARTICLE 20. Article Headings; Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

This Agreement, including the Annexes hereto, exclusively and completely states the rights of the Vendor, the Vendee and the Guarantor with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Vendor, the Vendee and the Guarantor.

ARTICLE 21. Notice. Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

- (a) to the Vendee at: FCB LEASING LTD.
504 Totten Pond Road
Waltham, Massachusetts 01254
- (b) to the Guarantor at: Chicago, Milwaukee, St. Paul
and Pacific Railroad Company
516 West Jackson Boulevard
Chicago, Illinois 60606
- (c) to the Manufacturer at: Whitehead & Kales Company
58 Haltiner
Detroit, Michigan 48218

(d) to any assignee of the Vendor, or the Vendee at such address as may have been furnished in writing to the Vendee, or the Vendor, as the case may be, and to the Guarantor, by such assignee, or at such other address as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 22. Immunities; Satisfaction of Undertakings. No recourse shall be had in respect of any obligation due under this Agreement, or referred to herein, against any incorporator, stockholder, director or officer, past, present or future, of the Vendee the Guarantor or the Manufacturer (or Vendor), whether by virtue of any constitutional provision, statute or rule of law, or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any

constitutional provisions, statute or otherwise, of such incorporators, stockholders, directors or officers being forever released as a condition of and as consideration for the execution of this Agreement.

The obligations of the Vendee under Articles 5, 6, 8, 9, 10, 12, 13 and 18 hereof shall be deemed in all respects satisfied by the Lessee's undertakings contained in Sections 4, 5, 6, 7, 8, 11 and 15 of the Lease. The Guarantor shall be liable in respect of its guaranty hereunder for such obligations under said Articles regardless of whether or not the Lease provides for the discharge of such obligations or is in effect. The Vendee shall not have any responsibility for the Lessee's failure to perform such obligations, but if the same shall not be performed they shall constitute the basis for an event of default hereunder pursuant to Article 16 hereof. No waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor.

ARTICLE 23. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act if applicable and such additional rights arising out of the filing, recording or deposit hereof in the appropriate office(s) pursuant to Article 9 of the Uniform Commercial Code, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

The Vendee warrants that its chief place of business is in the State of Massachusetts.

ARTICLE 24. Definitions. The term "Vendor", whenever used in this Agreement, means, before any assignment of any of its rights hereunder, the party hereto which has manufactured the Units and any successor or successors for the time being to its manufacturing properties and business, and, after any such assignment, with any assignee or assignees for the time being of such particular assigned rights as regards such rights, and also any assignor as regards any rights hereunder that are retained or excluded from any assignment; and the term "Manufacturer", whenever used in this Agreement, means, both before and after any such assignment, the party hereto which has manufactured the Units any successor or successors for the time being to its manufacturing properties and business.

ARTICLE 25. Execution. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated as of December 13, 1973, for convenience, the actual date or dates of execution hereby by the parties hereto is or

are, respectively, the date or dates stated in the acknowledgments hereto annexed.

WHITEHEAD & KALES COMPANY

ATTEST:



VICE PRES. & SEC'Y.

By



VICE PRES. & TREAS.

FCB LEASING LTD.

By _____

ATTEST:

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By _____

ATTEST:

STATE OF Michigan
COUNTY OF Wayne

On this 20th day of Dec., 1973, before me personally appeared C. E. Wessier, to me personally known, who being by me duly sworn says that he is a Vice President of Whitehead & Kales Company; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that such 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.

Ardis W. Hall

Notary Public

My Commission Expires: ARDIS W. HALL
Notary Public, Wayne County, Mich.
My Commission Expires Sept. 6, 1977.

STATE OF
COUNTY OF

On this _____ day of _____, 1973, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of FCB LEASING LTD. 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.

Notary Public

My Commission Expires:

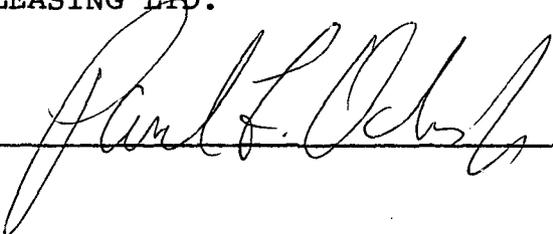
are, respectively, the date or dates stated in the acknowledgments hereto annexed.

WHITEHEAD & KALES COMPANY

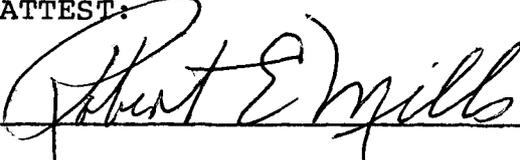
By _____

ATTEST:

FCB LEASING LTD.

By  _____

ATTEST:

 _____

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By _____

ATTEST:

STATE OF

COUNTY OF

On this _____ day of _____, 1973, before me personally appeared _____, to me personally known, who being by me duly sworn says that he is a _____ of Whitehead & Kales Company; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that such instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires:

STATE OF *Massachusetts*
COUNTY OF *Suffolk*

On this *9th* day of *December*, 1973, before me personally appeared *Paul H. Ochs Jr.*, to me personally known, who, being by me duly sworn, says that he is a *Vice President* of FCB LEASING LTD. 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.

Nancy Denise Jennings

Notary Public

My Commission Expires: *Aug 18, 1978*



C.S.D

are, respectively, the date or dates stated in the acknowledgments hereto annexed.

WHITEHEAD & KALES COMPANY

By _____

ATTEST:

FCB LEASING LTD.

By _____

ATTEST:

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By *R. H. Stoddard*

Vice President - Finance & Accounting

ATTEST:

J. T. Young

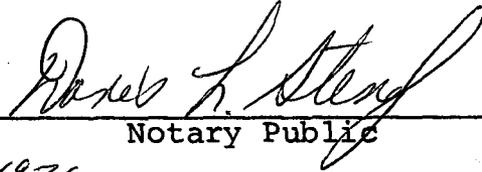
Secretary



STATE OF

COUNTY OF

On this 19th day of December, 1973, before me personally appeared R. F. Kratochwill to me personally known, who being by me duly sworn says that he is a Vice President of Chicago, Milwaukee, St. Paul & Pacific Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires: Nov. 20, 1976

ANNEX A

<u>Quantity</u>	<u>Type</u>	<u>Manufacturer's Specifications</u>	<u>Manufacturer's Plant</u>	<u>Lessee's Numbers</u>	<u>Total Base Price</u>	<u>Unit Base Price</u>	<u>Estimated Time & Place of Delivery</u>
35(1)	Stack Pack Car Sets	Whitehead & Kales Container Model AB 8003	Whitehead & Kales Company Detroit, Michigan	MILU-633,000-633,139 inclusive	\$ 560,910	\$ 4,006.50	99 Stack Pack Cars on December 24, 1973 -- 41 Stack Pack Cars on Jan. 15, 1974, Chicago, Ill.
66	Bi-Level Auto Racks	Whitehead & Kales Model AB 15145	Whitehead & Kales Company Detroit, Mich.	(2)	\$ 477,180	\$ 7,230.00	February 2, 1974, Chicago Illinois
65	Fully Enclosed Tri-level Auto Racks	Whitehead & Kales Model AB 15150		(2)	\$1,316,250	\$20,250.00	May 1, 1974

(1) Four Stack Pack Containers equal One Stack Pack Car Set

(2) Lessee's Road Numbers not available until after Manufacture

AMORTIZATION SCHEDULE

THE AMOUNT OF DEBT IS 100.00%

<u>Period</u>	<u>Interest</u>	<u>Principal</u>	<u>End</u>	<u>Period</u>	<u>Interest</u>	<u>Principal</u>	<u>End</u>
1	2.1250000	1.6111862	98.3888140	21	1.2382602	2.4535059	57.9079170
2	2.0907623	1.6454239	96.7433901	22	1.2826802	2.5056430	55.4022741
3	2.0557970	1.6803891	95.0630007	23	1.772983	2.5588879	52.843862
4	2.0200888	1.7160974	93.3469028	24	1.1229220	2.6132642	50.2301221
5	1.9836217	1.7525645	91.5943384	25	1.0673901	2.6687961	47.5613260
6	1.9463797	1.7898065	89.8045321	26	1.0106782	2.7255080	44.8358178
7	1.9083463	1.8278399	87.9766922	27	.9527611	2.7834251	42.0523930
8	1.8695047	1.8666815	86.1100111	28	.8936134	2.8425728	39.2098203
9	1.8298377	1.9063484	84.2036629	29	.8332087	2.9029775	36.3068428
10	1.7893278	1.9468583	82.2568045	30	.7715204	2.9646658	33.3421769
11	1.7479571	1.9882291	80.2685757	31	.7085218	3.0276649	30.3145120
12	1.7057072	2.0304790	78.2380972	32	.6441834	3.0920028	27.2225091
13	1.6625596	2.0736266	76.1644707	33	.5784783	3.1577079	24.0648012
14	1.6184950	2.1176912	74.0467796	34	.5113770	3.2248091	20.8399920
15	1.5734941	2.1626921	71.8840876	35	.4428498	3.2933364	17.5466557
16	1.5275369	2.2086493	69.6754379	36	.3728664	3.3633198	14.1833359
17	1.4306031	2.2555831	67.4198551	37	.3013959	3.4347903	10.7485456
18	1.4326719	2.3035143	65.1163406	38	.2284066	3.5077796	7.2407660
19	1.3837222	2.3524639	62.7638769	39	.1538663	3.5823199	3.6584461
20	1.3337324	2.4024538	60.3614230	40	.0777420	3.6584461	.0000000

1.4806031
R&O

LEASE OF RAILROAD EQUIPMENT

Dated as of December 13, 1973

Between

FCB LEASING LTD., as Lessor

and

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY, as Lessee

LEASE OF RAILROAD EQUIPMENT dated as of December 13, 1973, between FCB LEASING LTD., a Delaware corporation (hereinafter called the "Lessor") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (hereinafter called the "Lessee").

w i t n e s s e t h:

WHEREAS, the Lessor and the Lessee have entered into a Conditional Sale Agreement dated as of December 13, 1973 (hereinafter called the "Security Document") with WHITEHEAD & KALES COMPANY (hereinafter called "Manufacturer"), wherein the Manufacturer has agreed to manufacture, sell and deliver to the Lessor the equipment described in Schedule A hereto (such units described in Schedule A hereto being hereinafter called the "Group A Units" or the "Group B Units", as the case may be, and all such Units, in the aggregate, being hereinafter called the "Units"); and

WHEREAS, the Manufacturer has assigned or will assign its interest in the Security Document to NATIONAL COMMERCIAL BANK AND TRUST COMPANY, as Agent (hereinafter, together with its successors and assigns, referred to as the "Vendor"); and

WHEREAS, the Lessee desires to lease all the Units of said equipment, or such lesser number as are delivered and accepted

and settled for under the Security Document on or prior to September 28, 1974 at the rentals and for the terms and upon the conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions, but, upon default of the Lessee hereunder or under the Security Document, subject to all the rights and remedies of the Vendor under the Security Document:

SECTION 1. Acceptance and Delivery of Units. The Lessor will cause each Unit to be delivered to the Lessee at the point or points within the United States of America at which such Unit is delivered to the Lessor under the Security Document. Upon such delivery, the Lessee will cause an inspector of the Lessee to inspect the same, and if such Unit is found to be acceptable, to accept delivery of such Unit and execute and deliver to the Lessor a Certificate of Acceptance and Delivery in the form attached hereto as Exhibit I (hereinafter called the "Certificate of Acceptance"), stating that such Unit has been inspected and accepted on behalf of the Lessee on the date of such Certificate of Acceptance and is marked in accordance with Section 4 hereof, whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease.

SECTION 2. Rentals. The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease, 40 consecutive quarter-annual payments payable on each September 28, December 28, March 28 and June 28 in each year commencing with September 28, 1974 (or if any such date is not a business date on the next succeeding business day). For each Unit settled for on or prior to June 28, 1974 ("Group A Units") the quarterannual rent payment shall be in an amount equal to 3.32024% of the Purchase Price (as defined in the Security Document) of each Unit so delivered accepted and settled for. For each Unit settled for on or prior to September 28, 1974 ("Group B Units") the quarterannual rent payment shall be in an amount equal to 3.45050% of the Purchase Price (as defined in the Security Document) of each Unit so delivered, accepted and settled for.

For use of Group A Units after the Dates of the First Closing on December 28, 1973, the Second Closing on March 1, 1974, the Third Closing on April 26, 1974, the Fourth Closing on May 15, 1974 and until the inception of quarterly payments of portions of the Lease on June 28, 1974, Lessee will pay to Lessor on September 28, 1974, a daily rental therefor beginning after each such Closing Date for each Unit settled for at a lease factor equal to .0003689% of the Purchase Price of such Unit.

Lessee shall be entitled to a per diem abatement of rentals in an amount equal to .0003833% of the Purchase Price of each Group B Unit delivered after June 28, 1974, and settled for on or before September 28, 1974, for each day elapsed between June 28, 1974 and the Closing Date for said Group B Units, which amount shall be offset

against the first quarterly payment due hereunder for said Group B Units on September 28, 1974.

The Lessor irrevocably instructs the Lessee to make, and the Lessee agrees to make, all the payments provided for in this Lease in the amount provided for each Unit in Schedule A hereto (including but not limited to the payments required under Section 6 hereof) for the account of the Lessor, at NATIONAL COMMERCIAL BANK AND TRUST COMPANY, 60 State Street, Albany, New York, or at such other place as the Lessor, or its assigns pursuant to Section 18 hereof shall specify in writing on the date upon which payments are due and payable. Such payments shall be applied by the Vendor to satisfy the obligations of the Lessor under the Security Document due and payable on the date such payments are due hereunder and so long as no event of default under the Security Document shall have occurred and be continuing, any balance shall be paid directly to the Lessor.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, with respect to Units delivered after June 28, 1974, except as provided in the third paragraph of Section 2 hereof, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Lessor under this Lease or under the Security Document, including the Lessee's rights by subrogation under Article 7 thereof, or the Manufacturer or the Vendor or otherwise; nor,

except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause, any liens, encumbrances or rights of others with respect to any of the Units, the prohibition of or other restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency, bankruptcy, reorganization or similar proceeding against the Lessee, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Units except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

SECTION 3. Term of Lease. The term of this Lease as to each Unit shall commence on the date on which Lessee executes the Certificate of Delivery and Acceptance for such Units and the quarterly payment portion thereof shall begin on June 28, 1974, and, subject to the provisions of Sections 6, 9 and 12 hereof, shall terminate on the date on which the final quarterannual rental payment is due hereunder.

Notwithstanding anything to the contrary contained herein, all rights and obligations under this Lease and in and to the Units, upon default by the Lessee hereunder, or under the Security Document in its capacity as Guarantor or otherwise, are subject to the rights of the Vendor under the Security Document. If an event of default should occur under the Security Document, the Vendor may terminate this Lease (or rescind its termination), all as provided therein, unless the Lessee is not so in default under this Lease or under the Security Document.

SECTION 4. Identification Marks. The Lessee will cause each Unit to be numbered with the identifying number set forth in Schedule A hereto, or in the case of any Unit not there listed such identifying number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the name of the Vendor followed by the words "Agent, Security Owner under a Conditional Sale Agreement to FCB LEASING LTD." or other appropriate

words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Lessor's and Vendor's title to and property in such Unit and the rights of the Lessor under this Lease and of the Vendor under the Security Document. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such name and words shall have been so marked on both sides thereof and will replace promptly any such name and words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with the Vendor and the Lessor and filed, recorded and deposited by the Lessee in all public offices where this Lease and the Security Document shall have been filed, recorded and deposited.

Except as provided in the immediately preceding paragraph, the Lessee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may allow the Units to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on equipment used by them of the same or a similar type for convenience of identification of their rights to use the Units as permitted under this Lease.

SECTION 5. Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, federal, or foreign taxes other than any United States federal income tax (and, to the extent that the Lessor received credit therefor against its United States federal income tax liability, any foreign income tax) payable by the Lessor in consequence of the receipt of payments provided for herein and other than the aggregate of all state or city income taxes or franchise taxes measured by net income based on such receipts, up to the amount of any such taxes which would be payable to the state and city in which the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called impositions) hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Security Documents, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom

(except as provided above) or upon the Lessor solely by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of the Lessor or result in a lien upon any such Units; provided, however, that the Lessee shall be under no obligation to pay any impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the title, property or rights of the Lessor hereunder or under the Security Document. If any impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of an invoice therefor.

In the event that the Lessor shall become obligated to make any payment to the Manufacturer or the Vendor or otherwise pursuant to Article 5 of the Security Document not covered by the foregoing paragraph of this Section 5, the Lessee shall pay such additional amounts (which shall also be deemed impositions hereunder) to the Lessor as will enable the Lessor to fulfill completely its obligations pursuant to said Article 5.

In the event any reports with respect to impositions are required to be made, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the

Vendor in such units or notify the Lessor and the Vendor of such requirement and make such reports in such manner as shall be satisfactory to the Lessor and the Vendor.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any imposition, pursuant to this Section 5, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by the Lessee.

Notwithstanding the foregoing provisions of this Section 5, Lessee's obligation to pay taxes under this Section 5 shall not be increased by reason of an instruction by the Lessor to make payments in any jurisdiction other than Illinois or the state of the principal place of business of the Lessor or the Vendor. Any sales tax or use tax assessed against or to be paid by the Lessor (either as Lessor or as Vendee) resulting from the transactions contemplated by the Security Document or this Lease shall constitute one of the taxes to be paid by the Lessee under the provisions of Section 5.

SECTION 6. Payment for Casualty Occurrences; Insurance.

In the event that any Unit shall be or become worn out, lost, stolen, destroyed, or, in the opinion of the Lessor or the Lessee, irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called Casualty Occurrences) during the term of this Lease, the Lessee shall promptly and fully notify the

Lessor and the Vendor with respect thereto. On the rental payment date next succeeding such notice, the Lessee shall pay to the Lessor, in addition to the regular rental for such Unit, a sum equal to the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment in accordance with the schedule set out below. Upon the making of such payment of the regular rental for such Unit and the sum equal to the Casualty Value by the Lessee in respect of any Unit, the rental for such Unit shall thereafter cease to accrue, the term of this Lease as to such Unit shall terminate and except in the case of the loss, theft or complete destruction of such Unit, the Lessor shall be entitled to recover possession of such Unit.

The Casualty Value of each Unit as of any rental payment date shall be determined as of the date as provided herein equal to that percentage of the acquisition cost to the Lessor of such Unit as set forth below.

MILWAUKEE ROAD AUTO RACKS

<u>In</u> <u>Addition to</u> <u>Payment #</u>	<u>Casualty</u> <u>Payment</u> <u>As a %</u> <u>of Cost</u>	<u>In</u> <u>Addition to</u> <u>Payment #</u>	<u>Casualty</u> <u>Payment</u> <u>as a %</u> <u>of Cost</u>
0	103.5	21	66.6
1	103.6	22	64.5
2	103.0	23	62.3
3	102.3	24	60.1
4	101.6	25	57.9
5	100.7	26	55.7
6	99.7	27	53.4

<u>In</u> <u>Addition to</u> <u>Payment #</u>	<u>Casualty</u> <u>Payment</u> <u>As a %</u> <u>of Cost</u>	<u>In</u> <u>Addition to</u> <u>Payment #</u>	<u>Casualty</u> <u>Payment</u> <u>as a %</u> <u>of Cost</u>
7	98.7	28	51.0
8	97.6	29	43.9
9	96.4	30	41.5
10	95.1	31	39.0
11	93.7	32	36.5
12	92.3	33	34.0
13	86.0	34	31.4
14	84.4	35	28.8
15	82.7	36	26.1
16	81.0	37	23.4
17	79.2	38	20.6
18	77.2	39	17.8
19	75.3	40	15.0
20	75.3		

Except as hereinabove in this Section 6 provided, the Lessee shall not be released from its obligation hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any unit after delivery to and acceptance thereof by the Lessee hereunder.

The Lessee will, at all times while this Lease is in effect, at its own expense, cause to be carried and maintained customary insurance in respect of the Units at the time subject hereto, in amounts and against risks approved in writing by the Lessor and the benefits thereof shall be payable as provided in the Security Document and to furnish appropriate evidence of such insurance coverage upon request of the Lessor. Any damages receivable from others, any condemnation payments and any net insurance proceeds in respect of insurance carried by the Lessee

received by the Lessor in respect of Units suffering a Casualty Occurrence (all hereinafter collectively referred to as "Recoveries") shall be deducted from the amounts payable by the Lessee to the Lessor in respect of Casualty Occurrences pursuant to this Section 6. The excess of such damages received from other insurance proceeds or condemnation payments, if any, after deduction of such payments received from the Lessee in respect of Casualty Occurrences, shall belong to the Lessor. If the Lessor shall receive any such Recoveries after the Lessee shall have made payments pursuant to this Section 6 without deduction for such Recoveries, the Lessor shall pay such Recoveries to the Lessee up to an amount equal to the Casualty Value with respect to a Unit paid by Lessee and any balance of such Recoveries shall remain the property of the Lessor. In the event of the loss, theft, irreparable damage or complete destruction of such Unit, the Lessee shall also pay the Lessor the salvage value of such Unit which will be based upon its net scrap value, computed at the current quoted price per gross ton of number 1 railroad heavy melting steel scrap at Chicago, Illinois, on the date of the Casualty Occurrence, less an allowance of \$6.00 per gross ton for dismantling such Unit. Upon such payment of the salvage value of such Unit, the title to such Unit, subject to the rights of the Vendor under the Security Document shall pass to and vest in the Lessee.

All proceeds of insurance received by the Lessor in respect of insurance carried on any Unit or Units not suffering

a Casualty Occurrence shall be paid to the Lessee upon proof satisfactory to the Lessor that any damage to such Unit in respect of which such proceeds were paid has been fully repaired.

SECTION 7. Annual Reports. On or before March 31 in each year, commencing with the calendar year 1974, the Lessee will furnish to the Lessor and the Vendor certified financial statements as of December 31 including a Balance Sheet and Income Statement, Form A as filed with the ICC, and an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units then leased hereunder and covered by the Security Document, the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year (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 the Units as the Lessor or the Vendor may reasonably request and (b) stating that in the case of all Units repainted or repaired during the period covered by such statement, the numbers and the markings required by Section 4 hereof and Article 9 of the Security Document have been preserved or replaced. The Lessor shall have the right by its agents, to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the continuance of this Lease.

SECTION 8. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; and Indemnification. THE LESSOR MAKES

NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE OR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE: but the Lessor hereby irrevocably appoints and constitutes the Lessee and its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for account of the Lessor and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Lessor may have, as Vendee, under the provisions of Article 13 of the Security Document. The Lessee's delivery of a Certificate of Acceptance shall be conclusive evidence as between the Lessee and the Lessor that all Units described therein are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Lessor and the Vendor, to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Unit) with all laws of the jurisdictions in which its operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department

of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power of jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units and in the event that such laws or rules require any alteration of any Unit in the event that any equipment or appliance on any such Unit shall be required to be changed or replaced, or in the event that any additional or other equipment or appliance is required to be installed on any such Unit in order to comply with such laws or rules, the Lessee will make such alterations, changes, replacements and additions at its own expense; provided, however, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor or the Vendor, adversely affect the property or rights of the Lessor or the Vendor under this Lease or under the Security Document.

The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit in good order and repair.

Any and all additions to any Unit and any and all parts installed on and additions and replacements made to any Unit shall constitute accessions to such Unit and, at the cost and expense of the Lessee, full ownership thereof free from

any lien, charge, security interest or encumbrance (except for those created by the Security Document) shall immediately be vested in the Lessor and the Vendor as their respective interests appear in the Unit itself.

The Lessee agrees to indemnify, protect and hold harmless the Lessor and the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of the Security Document or this Lease, the ownership of any Unit, the ordering, acquisition, use, operation, attachment, detachment, or other separation from the railroad car to which it is attached, condition, purchase, delivery, rejection, storage or return of any Unit, resulting in damage to property or injury or death to any person, except as otherwise provided in Section 15 of this Lease. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all reports (other than income tax returns) to be filed by the Lessor with any federal, state or other regulatory authority

by reason of the ownership by the Lessor or the Vendor of the Units or the leasing thereof to the Lessee.

SECTION 9. Default. If, during the continuance of this Lease, one or more of the following events (each such event being hereinafter sometimes called an Event of Default) shall occur and be continuing:

A. default shall be made in payment of any part of the rental provided in Section 2 hereof;

B. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Units, or any thereof;

C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or in the Security Document and such default shall continue for 30 days after written notice from the Lessor to the Lessee specifying the default and demanding that the same be remedied;

D. any proceedings shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder

or under the Security Document under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder or under the Security Document), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease and under the Security Document shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

E. a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may hereafter be amended, shall be filed by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under

the Security Documents and this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; then, in any such case, the Lessor, at its option, may:

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

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Units may be and detach or otherwise separate the Units from the railroad cars to which they are attached, take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, or any party having a legal interest in the railroad cars to which the Units are attached,

to use the Units for any purpose whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rental for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the rentals which the Lessor reasonably estimates to be obtainable for the Unit during such period, such present value to be computed in each case on the basis of a 6% per annum discount, compounded quarter-annually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental, and (iii) an amount equal to the sum payable under the provisions of Section 16 hereof upon the loss of any portion of the 7% Investment Tax Credit (hereinafter called the Investment Credit) with respect to the Purchase Price of the Units pursuant

to Section 38 and related sections of the Internal Revenue Code of 1954, as amended, lost, not claimed, not available for claim, disallowed or recaptured by or from the Lessor as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 16 or any other provision of the Lease or the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default, plus such sum as provided in Section 16 to the Lessor due to the unavailability of the maximum depreciation deduction with respect to a Unit authorized under Section 167 of the Internal Revenue Code utilizing a life which is two years in excess of the original Lease term based upon 100% of the cost of each Unit and no salvage value and any method or combination of methods allowable for computing depreciation under the Internal Revenue Code which consistently applied for Federal Income Tax purposes will result in the maximum depreciation deduction in any one year over the useful life of each Unit, (hereinafter called the Depreciation Deduction) which was lost, not claimed, not available for claim or disallowed or recaptured in respect of a Unit as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 16 or any other provision of this Lease, the termination of this Lease, the Lessee's loss of the right to use such Unit, or the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default.

Anything in this Section 9 to the contrary notwithstanding, any default in the observance or performance of any covenant, condition

or agreement on the part of the Lessee other than the loss of the units as described in Section 6 which results solely in the loss by the Lessor of, or the loss by the Lessor of the right to claim, or the disallowance with respect to the Lessor of all or any portion of the Investment Credit or Depreciation Deduction or both shall be for all purposes of this Lease deemed to be cured if the Lessee shall, on or before the next rental payment date after written notice from the Lessor of the loss, or the loss of the right to claim, or the disallowance of the Investment Credit or Depreciation Deduction or both in respect of such Unit, agree to pay to the Lessor the revised rental in respect of such Unit, determined as provided in Section 16 hereof.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by Law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

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

SECTION 10. Return of Units Upon Default. If this Lease shall terminate pursuant to Section 9 hereof, the Lessee shall forthwith deliver possession of the units to the Lessor. For the purpose of delivering possession of any unit or units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

A. detach, or otherwise separate the units from the Railroad cars to which they are attached, and assemble them for return to Lessor,

B. forthwith place such Units upon such storage tracks or in such other storage facility of the Lessee in such fashion as the Lessor reasonably may designate;

C. permit the Lessor to store such Units on such tracks at the risk of the Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor; and

D. transport the same to any place on the lines of

the railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor.

The detachment, separation, assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to detach, separate, assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 10, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

SECTION 11. Assignment; Possession and Use. This Lease shall be assignable in whole or in part by the Lessor

without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder (including, but not limited to, the rights under Sections 5, 6 and 9 and the rights to receive the rentals payable under this Lease) shall inure to the benefit of the Lessor's assigns (including the partners or any beneficiary of any such assignee if such assignee is a partnership or a trust, respectively). Whenever the term Lessor is used in this Lease it shall apply and refer to each such assignee of the Lessor.

So long as the Lessee shall not be in default under this Lease or under the Security Document in its capacity as Guarantor or otherwise, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and the Security Document, but, without the prior written consent of the Lessor, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them. The Lessee, at its own expense, will promptly pay or discharge any and all sums claimed by any party which, if unpaid, might become a lien, charge, security interest or other encumbrance (other than an encumbrance resulting from claims against the Lessor or the Vendor not related to the ownership of the units) upon or with respect to any Unit, including any accession thereto, or the interest of the Lessor, the Vendor or the Lessee therein, and will promptly discharge any such lien, claim, security interest or encumbrance which arises.

The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of the immediately succeeding paragraph.

So long as the Lessee shall not be in default under this Lease or under the Security Document in its capacity as Guarantor or otherwise, the Lessee shall be entitled to the possession of the Units and to the use of the Units by it or any affiliate upon lines of railroad owned or operated by it or any such affiliate or upon lines of railroad over which the Lessee or any such affiliate has trackage or other operating rights or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract, and also to permit the use of the Units upon connection with other carriers in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease and the Security Document; provided, however, that the Lessee shall not assign or permit the assignment of any Unit to service involving the regular operation and maintenance thereof outside the United States of America. The Lessee may receive and retain compensation for such use from other railroads so using any of the Units.

Nothing in this Section 11 shall be deemed to restrict

the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any railroad corporation incorporated under the laws of any state of the United States of America or the District of Columbia (which shall have duly assumed the obligations of the Lessee hereunder and under the Security Document) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety, provided that such assignee or transferee will not, upon the effectiveness of such merger or consolidation, be in default under any provisions of this Lease. Lessee shall give Lessor prompt notice of any such transfer or assignment of its leasehold interest as herein permitted at Lessor's address as provided in Section 18.

The Lessor shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of the Lessee's rights hereunder or in case of any unauthorized transfer or sublease of any of the Units.

The Lessee agrees not to use or permit the use of any Units in any jurisdictions in which the security title of the Vendor or the title of the Lessor have not been effectively protected.

SECTION 12. Purchase and Renewal Options. Provided that this Lease has not been earlier terminated and the Lessee

is not in default hereunder, the Lessee may by written notice delivered to the Lessor not less than six months prior to the end of the original term of this Lease or any extended term hereof, as the case may be, elect (a) to extend the term of this Lease in respect of all, but not fewer than all, of such Units then covered by this lease, mutually agreed upon by Lessor and Lessee in an amount equal to the "Fair Rental Value" of such Units, and (b) to purchase all, but not fewer than all, the Units covered by this Lease at the end of the original or any extended term of this Lease for a purchase price equal to the "Fair Market Value" of such Units as of the end of such term.

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 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. Fair Rental 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 between an informed and willing lessee-user (other than a lessee-user currently in possession) and an informed and willing Lessor under no compulsion to lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

If on or before four months prior to the expiration of the term of this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Value or Fair Rental Value of the Units such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term "Appraiser" shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser shall be borne by the Lessee.

Upon payment of the purchase price, the Lessor shall upon request of the Lessee execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale (without representations or warranties except that such Units 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 the Lessor) for such Units, and such other documents as may be required to release such Units from the terms and scope of this Lease and the Security Document and to transfer title thereto to the Lessee or such assignee or nominee, in such

form as may reasonably be requested by the Lessee, all at the Lessee's expense.

SECTION 13. Return of Units Upon Expiration of Term.

As soon as practicable on or after the expiration of the term of this Lease with respect to any Unit, the Lessee will (unless the Unit is sold to the Lessee) at its own cost and expense, at the request of the Lessor, deliver possession of such Unit to the Lessor upon such storage tracks of the Lessee as the Lessor may designate, or, in the absence of such designation, as the Lessee may select, and permit the Lessor to store such Unit on such tracks for a period not exceeding three months. At Lessor's request and direction and at Lessee's cost, expense and risk, Lessee will transport the same, at any time within such three month period, to any reasonable place on the lines of railroad operated by the Lessee, or to any connecting carrier for shipment. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of such unit, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The detachment, separation, assembling, delivery, storage and transporting of the Units as provided herein are of the essence of this Lease, and

upon any application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to detach, separate assemble, deliver, store and transport the Units. If Lessor shall elect to abandon any Unit which has suffered a Casualty Occurrence or which after the expiration of this Lease the Lessor shall have deemed to have suffered a Casualty Occurrence, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice. The Lessor shall execute and deliver to the Lessee a bill of sale or bills of sale transferring to the Lessee, or upon its order, the Lessor's title to and property in any Unit abandoned by it pursuant to the immediately preceding sentence. The Lessee shall have no liability to the Lessor in respect of any Unit abandoned by the Lessor after termination of the Lease; provided, however, that the foregoing clause shall not in any way relieve the Lessee of its obligations pursuant to Section 6 hereof to make payments equal to the Casualty Value of any Unit experiencing a Casualty Occurrence while this Lease is in effect.

SECTION 14. Opinion of Counsel. On each Closing Date (as defined in the Security Document), the Lessee will deliver to the Lessor two counterparts of the written opinion of counsel for the

Lessee addressed to the Lessor and the Vendor, in scope and substance satisfactory to the Lessor, the Vendor and their respective counsel, to the effect that:

A. the Lessee is a corporation legally incorporated, validly existing and in good standing under the laws of its state of incorporation (specifying the same) with adequate corporate power to enter into the Security Documents and this Lease;

B. the Security Document and this Lease have been duly authorized, executed and delivered by the Lessee and constitute valid, legal and binding agreements of the Lessee enforceable in accordance with their respective terms;

C. the Security Document (and the assignment thereof to the Vendor) and this Lease have been duly filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and in the appropriate office(s) pursuant to Article 9 of the Uniform Commercial Code and such filings and recordations will protect the Vendor's and the Lessor's interests in and to the Units and no filing, recording or deposit (or giving of notice) with any other federal, state or local government is necessary in order to protect the interests of the Vendor or the Lessor in and to the Units;

D. no approval is required from any public regulatory body with respect to the entering into or performance of the Security Document or this Lease;

E. the entering into and performance of the Security Document or this Lease will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound; and

F. 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 interests therein of the Lessee, now attaches or hereafter will attach to the Units or in any manner affects or will affect adversely the Vendor's or Lessor's right, title and interest therein; provided, however, that such liens may attach to the rights of the Lessee hereunder in and to the units.

SECTION 15. Recording; Expenses. Prior to the First Closing Date, the Lessee will cause this Lease, the Security Document and any assignment hereof or thereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and in the appropriate office(s) according to Article 9 of the Uniform Commercial Code. The Lessee will undertake the filing, registration, deposit, and recordings required of the Lessor under the Security Document and will from time to time do and perform any other act and will execute, acknowledge deliver, file, register, record (and will refile

register, deposit and redeposit or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Vendor for the purpose of proper protection, to their satisfaction, of the Vendor's and the Lessor's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the Security Document or the assignment thereof to the Vendor; and the Lessee will promptly furnish to the Vendor and the Lessor evidences of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Vendor and the Lessor. This Lease and the Security Document shall be filed and recorded with the Interstate Commerce Commission and at the appropriate Uniform Commercial Code filing office(s) prior to the delivery and acceptance hereunder of any unit.

Prior to the subsequent Closing Dates, Lessee shall file whatever amendments or supplements which may be required in accordance with Section 20c of the Interstate Commerce Act and Article 9 of the Uniform Commercial Code to effect a proper security interest in the Units to be delivered and accepted on the subsequent Closing Dates.

The Lessor and the Lessee will each bear the respective fees and disbursements, if any, of their respective counsel.

SECTION 16. Federal Income Taxes. The Lessor, as the owner of the units, shall be entitled to such deductions, credits and other benefits as are provided by the Internal Revenue Code of 1954, as amended to the date hereof (hereinafter called the Code), to an owner of the property, including (without limitation) an allowance for the Investment Credit and the Depreciation Deduction (each as defined in Section 9 of this Lease) with respect to the units to the extent permissible under the Code.

Lessee agrees that neither it nor any corporation controlled by it, in control of it, or under common control with it, directly or indirectly, will at any time take any action or file any returns or other documents inconsistent with the foregoing and that each of such corporations will file such returns, take such action and execute such documents as may be reasonable and necessary to facilitate accomplishment of the intent thereof. Lessee agrees to keep and make available for inspection and copying by Lessor such records as are reasonably retained in the normal course of business sufficient to enable Lessor to determine whether it is entitled to the full benefit of the Investment Credit and the Depreciation Deduction with respect to the Units.

The Lessee represents and warrants that (i) none of the Units constitutes property the construction, reconstruction or erection of which was begun before April 1, 1971; (ii) at the time the Lessor becomes the owner of the Units the Units

will constitute "new section 38 property" within the meaning of Section 48(b) of the Code and at the time the Lessor becomes the owner of the Units, the Units will not have been used by any person so as to preclude the original use of such property within the meaning of Section 48(b) of the Code and 167(c)(2) of the Code from commencing with the Lessor and (iii) the Lessee will not at any time during the terms of this Lease, use, or fail to use any unit in such a way as to disqualify it as "Section 38 property" within the meaning of Section 48(a) of the Code.

In the event that the Investment Credit or any part thereof, allowed by Section 38 and related Sections of the Internal Revenue Code of 1954, as now in effect, is lost to the Lessor with respect to any Unit either (a) because any Unit shall be used or operated during the term or prior to the term of this Lease by the Lessee, any sublessee from the Lessee, any agency of the United States Government, or any person, corporation, association or other entity, (b) because of any action or omission by the Lessee, any sublessee from the Lessee, any agency of the United States Government, or any person, corporation, association or other entity, (c) because the right to use any Unit shall have been or shall be transferred, or (d) if prior to the Closing Date specified in the Finance Agreement there shall be a change in existing federal tax statutes, then the Lessee shall pay to the Lessor as "Liquidated Damages" (for the loss of a bargain and not as a penalty) an amount equal to the sum of:

(1) the quotient of (i) the difference between (a) 7% of the Lessor's qualified investment in the Unit, (or the total Investment Credit previously allowed to the Lessor (before taking into account any limitation on the amount of such credit based upon the Lessor's Federal Income Tax liability), (b) the Investment Credit with respect to the Unit which is allowed plus the amount of any federal tax penalties attributable to any act or omission of the Lessee required to be paid by the Lessor and (ii) that percentage which is the difference between (a) 100% and (b) the sum of (x) the highest effective federal income tax and/or excess profits tax rate generally applicable to domestic corporations (including therein the effect of any applicable surtax, surcharge and/or any other federal tax or charges related to net income or excess profits, or related to any tax on net income or excess profits) for the taxable year of the Lessor in which the payment of liquidated damages are herein required (hereinafter referred to as the "federal tax rate") plus (y) the highest effective generally applicable rate of tax imposed by the State of Massachusetts on corporate net income and/or excess profits for the taxable year of the Lessor in which the payment of Liquidated Damages are herein required multiplied by that percentage which is the difference between 100% and the federal tax rate for such year, plus

(2) the amount of any tax deficiency interest which is required to be paid by the Lessor and is attributable to the period prior to the Lessee's payment to the Lessor of the Liquidated Damages.

Provided, however, the Lessee shall not be required by the terms hereof to indemnify the Lessor for the loss of the Investment Credit where there has been a Casualty Occurrence and where the Lessee has paid in full the casualty value for the Unit, but in that event the Lessee shall pay to the Lessor any amounts required to be paid with respect to any penalty or interest which may be assessed against the Lessor as stated above.

In the event that the Depreciation or any part thereof, allowed by Section 167 and related Sections of the Internal Revenue Code of 1954, as now in effect, is lost to the Lessor with respect to any Unit either (a) because any Unit thereof shall be used or operated during the term or prior to the term of this Lease by the Lessee, any sublessee from the Lessee, any agency of the United States Government, or any person, corporation, association or other entity, (b) because of any action or omission by the Lessee, any sublessee from the Lessee, any agency of the United States Government, or any person, corporation, association or other entity, (c) because the right to use the Unit or any item thereof shall have been or shall be transferred, or (d) if prior to the Closing Dates specified in the Finance Agreement there shall have been enacted any amendment to the Internal Revenue Code of 1954 which would operate to reduce or eliminate the Depreciation Deduction, then the rental rate applicable to such Unit set forth in Section 2 of this Lease shall, on and after the next succeeding rental date after written notice to

the Lessee by the Lessor of the occurrence of any such event, be increased by such amount for such Unit which, in the reasonable opinion of the Lessor, will cause the Lessor's net rate of return over the term of the Lease in respect of such Unit to equal the net rate of return that would have been available if such event had not occurred and the Lessee shall forthwith pay to the Lessor the amount of any interest and a sum which after deduction required to be paid by Lessor in respect to the receipt thereof under the laws of the United States equal to any penalty which may be assessed by the United States against the Lessor attributable to the occurrence of such event and which has been paid by the Lessor. The Lessee shall not be required to indemnify the Lessor in accordance with the foregoing for the Depreciation Deduction where there has been a Casualty Occurrence and where the Lessee has paid in full the casualty value for the Unit, but in that event shall pay to the Lessor any amounts required to be paid with respect to any penalty or interest which may be assessed against the Lessor as stated above.

In the event a claim shall be made by the Internal Revenue Service with respect to the disallowance of the Lessor's Investment Credit or Depreciation Deduction in respect of any Unit, the Lessor agrees to take such action in connection with contesting such claim as the Lessee shall reasonably request from time to time, provided that: (1) within 30 days after notice by the Lessor to the Lessee of such claim, the Lessee shall make request that such claim be contested; (ii) the 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 and/or the United States Court of Claims, as the Lessor shall elect, or contest such claim in the Tax Court of the United States, considering, however, in good faith such request as the Lessee shall make concerning the most appropriate forum in which to proceed; (iii) prior to taking such action, the Lessee shall have furnished the Lessor with an opinion of independent tax counsel satisfactory to the Lessor to the effect that a meritorious defense exists to such claim; and (iv) the Lessee shall have indemnified the Lessor in a manner satisfactory to it for any liability or loss which the Lessor may incur as the result of contesting such claim and shall have agreed to pay the Lessor on demand all costs and expenses which the Lessor may incur in connection with contesting such claim, including, without limitation (a) reasonable attorneys' and accountants' fees and disbursements and (b) the amount of any interest or penalty which may ultimately be payable to the United States Government as the result of contesting such claim, and the Lessee shall have furnished reasonable security for such indemnification as may be required. In the case of any such claim by the Internal Revenue Service referred to above, the Lessor agrees promptly to notify the Lessee in writing of such claim and agrees not to make payment of the tax claimed for at least 30 days after the giving of such notice and agrees

to give to the Lessee any relevant information relating to such claim which may be particularly within the knowledge of the Lessor, and shall otherwise cooperate with the Lessee in good faith in order to effectively contest any such claim. The Lessor will not agree to the release, compromise or settlement of any action or proceeding taken in accordance with this Section 16 by the Lessor without the prior written consent of the Lessee.

If the Lessor's right to claim such portion of the Investment Credit with respect to a Unit, which was not claimed or was disallowed, shall be established by the final judgment or decree of the court or administrative agency having jurisdiction thereof, or if the Lessor shall release, waive, compromise or settle any claim without the written consent of the Lessee (either event hereinafter called a "final settlement"), then, on the next succeeding rental payment date thereafter, or after such judgment or decree shall have become final, as the case may be, the Lessor shall reimburse Lessee in an amount equal to:

(1) the Liquidated Damages, as above defined, (other than the amount representing the interest assessed against and paid by the Lessor, which has not been reimbursed to Lessor by Lessee) paid by the Lessee which are attributable to the Investment Credit allowed as a result of such final settlement; plus

(2) interest from the date the liquidated damages are paid to the Lessor at the rate of six percent (6%) per annum on the Investment Credit allowed as a result of such final settlement.

If the Lessor's right to claim all or any part of the full Depreciation Deduction with respect to a Unit, which was not claimed or was disallowed, shall be established by the final judgment or decree of the court or administrative agency having jurisdiction thereof, or if the Lessor shall release, waive, compromise or settle any claim without the written consent of the Lessee (both events hereinafter called a "Final Settlement"), then, on the next succeeding rental payment date thereafter, or after such judgment or decree shall have become final, as the case may be, the rental rate in respect of such Unit shall be adjusted by such an amount for such Unit which, in the reasonable opinion of the Lessor, will cause the Lessor's net rate of return over the remaining term of the lease in respect of such Unit to equal the net rate of return that would have been available if such final settlement had not occurred and the Lessor shall forthwith upon demand of the Lessee reimburse Lessee in an amount equal to the excess, if any, of (i) the sum of (A) the difference between the increased rental paid by the Lessee with respect to such Unit pursuant to the fifth paragraph of this Section 16 and the rental rate applicable to such Unit pursuant to this Paragraph and (B) any interest paid by the Lessee to the Lessor pursuant to the fifth paragraph of this Section 16 over (ii) the difference between (a) an amount equal to interest at the rate of 8 1/2% per annum on the amount of any federal income

tax paid by the Lessor on account of the disallowance or inability to claim the Depreciation Deduction on such Unit and (b) the amount of any interest to which the Lessor would be entitled in connection with the refund of any tax paid on account of such disallowance or inability to claim; provided, however, that if the amount calculated in accordance with clause (ii) exceed the amount calculated in accordance with clause (i), the Lessee shall pay such excess to the Lessor promptly on demand.

The Lessee's and the Lessor's agreement to pay any sums which may become payable pursuant to this Section 16 shall survive the expiration or other termination of this Lease.

SECTION 17. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligations on the part of the Lessee promptly to pay, to the extent legally enforceable, an amount equal to 10% per annum on the overdue rentals for the period of time during which they are overdue or such lesser amount as may be legally enforceable.

SECTION 18. 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 certified

mails, first-class postage prepaid, addressed as follows:

- | | |
|--------------------------|---|
| (a) if to the Lessor, at | FCB LEASING LTD.
504 Totten Pond Road
Waltham, Massachusetts 02514 |
| (b) if to the Lessee, at | Chicago, Milwaukee, St. Paul
and Pacific Railroad Company
516 West Jackson Boulevard
Chicago, Illinois 60606 |

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

SECTION 19. Severability; Effect and Modification of Lease. 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.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the units and supersedes all other agreements, oral or written, with respect to the Units. 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 of the Lessor and the Lessee.

SECTION 20. Execution. This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Although this lease is dated as of December 13, 1973, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

SECTION 21. Governing Law. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

FCB LEASING LTD.

ATTEST:

By _____
Vice President

Assistant Secretary

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

ATTEST:

By _____
Vice President

Assistant Secretary

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 1973, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Vice President of FCB LEASING LTD. that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was signed and sealed on behalf of said bank 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 bank as trustee as aforesaid.

Notary Public

My Commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 1973, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires:

CERTIFICATE OF ACCEPTANCE
Under Lease of Railroad Equipment
dated as of December 13, 1973

The undersigned, being the duly authorized representative of FCB LEASING LTD. (the "Lessor") and CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (the "Lessee"), hereby certifies that the following Units of railroad equipment, referred to in the Lease of Railroad Equipment dated as of December 13, 1973 between the Lessor and the Lessee:

Description:

<u>TOTAL NO.</u> <u>Of UNITS</u>	<u>LESSEE'S IDENTIFYING</u> <u>NOS.</u>	<u>DATE</u>
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have been duly delivered by WHITEHEAD & KALES COMPANY, Manufacturer, to the Lessee and have been duly inspected and accepted by the undersigned on said dates on behalf of the Lessee as conforming in all respect to the requirements and provisions of the Conditional Sale Agreement dated as of December 13, 1973 and the Lease.

The undersigned further certifies that at the time of its delivery to the Lessee each Unit of railroad equipment covered by this Certificate was properly marked on each side thereof with the legend provided in Section 4 of the Lease.

DATED:

Duly authorized representative of
FCB LEASING LTD.

and

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Lessee's Road Numbers</u>	<u>Unit Purchase Price</u>	<u>Total Purchase Price</u>
35(1)	Stack Pack Car Sets	MILU 633,000- 633,139, inclusive	\$4,006.50	\$ 560,910.00
66	Bi-Level Auto Racks	(2)	7,230.00	477,180.00
65	Fully Enclosed Tri- Level Auto Racks	(2)	20,250.00	1,316,250.00

- (1) 4 Stack Pack Contains Equal One Stack Pack Car Set
(2) Lessee's Road Numbers not available until after manufacture