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INTERSTATE COMMERCE COMMISSION

9060
RECORDATION NO. Filed & Recorded

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INTERSTATE COMMERCE COMMISSION
Oakington General Partnership
7411 Riggs Road
Hyattsville, Maryland

9060-A
RECORDATION NO. Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

9060-A
RECORDATION NO. Filed & Recorded
November 4, 1977

NOV 4 1977-12 45 PM

INTERSTATE COMMERCE COMMISSION

H. Gordon Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

NOV 4 1977-12 45 PM

Dear Mr. Homme:

INTERSTATE COMMERCE COMMISSION

Pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, we are transmitting for filing or recording executed counterparts or originals and true and correct copies of the following documents:

1. Lease and Management Agreement dated as of October 31, 1977, between National Railway Utilization Corporation, as lessee, and Oakington General Partnership, as lessor;
2. Conditional Sale Agreement dated as of October 31, 1977, between Evans Transportation Company, as vendor, and Oakington General Partnership, as vendee, and additionally executed by National Railway Utilization Corporation;

Agreement and Assignment of Conditional Sale Agreement dated as of October 31, 1977, between Evans Transportation Company, as assignor, and Sun Life Insurance Company of America, as assignee, together with an Acknowledgment by Oakington General Partnership;

4. Assignment of Lease and Management Agreement dated as of October 31, 1977, between Oakington General Partnership, as assignor, and Sun Life Insurance Company of America, as assignee, together with the Acknowledgment and Consent of National Railway Utilization Corporation;

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Handwritten signature: Charles H. ...

H. Gordon Homme, Jr.
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5. Residual Interest Agreement dated as of October 31, 1977, between Oakington General Partnership, Sun Life Insurance Company of America and National Railway Utilization Corporation.

The names and addresses of the parties to the transaction are listed below under the title of the document to which they are parties.

LEASE AND MANAGEMENT AGREEMENT:

National Railway Utilization Corporation *Reese*
860 Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

Oakington General Partnership *Reese*
7411 Riggs Road
Hyattsville, Maryland

CONDITIONAL SALE AGREEMENT:

National Railway Utilization Corporation *of limited*
860 Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

Oakington General Partnership *London*
7411 Riggs Road
Hyattsville, Maryland

Evans Transportation Company *London*
2200 E. Devon Avenue
Des Plaines, Illinois 60018

RESIDUAL INTEREST AGREEMENT:

National Railway Utilization Corporation *London*
860 Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

Oakington General Partnership *London*
7411 Riggs Road
Hyattsville, Maryland

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Sun Life Insurance Company of America *assigned*
20 South Charles Street
Baltimore, Maryland 21201

AGREEMENT AND ASSIGNMENT:

Evans Transportation Company *assigned*
2200 E. Devon Avenue
Des Plaines, Illinois 60018

Sun Life Insurance Company of America *assigned*
20 South Charles Street
Baltimore, Maryland 21201

ASSIGNMENT OF LEASE AND MANAGEMENT AGREEMENT:

Oakington General Partnership *assigned*
7411 Riggs Road
Hyattsville, Maryland

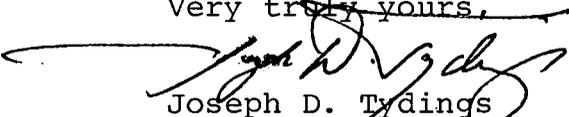
Sun Life Insurance Company of America *assigned*
20 South Charles Street
Baltimore, Maryland 21201

A general description of the Equipment covered by the Lease and Management Agreement and the Conditional Sale Agreement is contained in Exhibit A to this letter.

The above identified documents have not been previously recorded with the Interstate Commerce Commission. Please accept for recordation two counterparts of each document, stamp the remaining counterparts with the appropriate recordation number and return them with your confirmed receipt by my delivering messenger. Please cross index document number two above under the name of National Railway Utilization Corporation.

The filing and recordation fees in the amount of \$170.00 are submitted herewith.

Very truly yours,


Joseph D. Tydings
Managing Partner
Oakington General Partnership

mm
Enclosure

RECORDATION NO. 9060-8
NOV 4 1977-12 45 PM
INTERSTATE COMMERCE COMMISSION
Filed & Recorded

AGREEMENT AND ASSIGNMENT (the "Assignment") dated as of October 31, 1977 between EVANS TRANSPORTATION COMPANY (the "Builder") and SUN LIFE INSURANCE COMPANY OF AMERICA (the "Assignee").

WHEREAS, the Builder, Oakington General Partnership (the "Vendee") and National Railway Utilization Corporation (the "NRUC") have entered into a Conditional Sale Agreement dated as of the date hereof (the "Conditional Sale Agreement"), covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Exhibit A to the Conditional Sale Agreement (the "Equipment"); and

WHEREAS, the Vendee and the NRUC have entered into a Lease and Management Agreement with respect to the Equipment dated October 31, 1977 (the "Management Agreement"); and

WHEREAS, the Vendee has requested the Assignee to finance its purchase of the Equipment by purchasing the Conditional Sale Agreement and executing this Assignment with the Builder; and

WHEREAS, the Assignee has agreed to provide such financing and to execute this Assignment, provided that the Vendee as additional consideration for the financing assign to the Assignee all of its rights under the Management Agreement, and provided further that the Vendee grant to the Assignee as an additional interest payment on the financing certain "residual interest" payments; and

WHEREAS, in compliance with these terms the Vendee, NRUC and the Assignee are of even date herewith entering into an Assignment of Lease and Management Agreement (the "Management Assignment") and a Residual Interest Agreement (the "Residual Agreement");

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained the parties hereto agree as follows:

SECTION 1. The Builder hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All the right, security title and interest of the Builder in and to each unit of the Equipment, and the security interest of the Builder in the Additional Security (as defined in Article 6 of the Conditional Sale Agreement) and;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment, the right to receive cash payment for Equipment excluded from the Conditional Sale Agreement pursuant to Articles 3 and 18 thereof, and the right to receive reimbursement for taxes paid or incurred

by the Builder) (as identified in Article 4 of the Conditional Sale Agreement), and except as aforesaid in and to any and all amounts which may be or become due or owing to the Builder under the Conditional Sale Agreement on account of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Vendee or NRUC under the Conditional Sale Agreement, other than those hereinabove excluded; and

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

without any recourse hereunder, however, against the Builder for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 17 of the Conditional Sale Agreement or relieve the

Vendee or NRUC from their respective obligations, if any, to the Builder contained in Articles 2, 3, 4, 8, 17 and 18 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Agreement, or any subsequent assignment pursuant to the provisions of Article 18 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee and NRUC with respect to the Equipment shall be and remain enforceable by the Vendee and NRUC, and their successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee and NRUC with the terms and agreements on their parts to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Builder agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement, and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder.

The Builder further agrees that it will warrant to the Assignee and the Vendee that at the time of delivery of each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interest and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and NRUC under the Management Agreement; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and NRUC thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement, the Management Agreement, the Management Assignment, the Residual Agreement and this Assignment have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Builder and its counsel being entitled to rely on advice from counsel for the Vendee that such filing and recordation have occurred).

SECTION 3. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, the Conditional Sale Indebtedness (as defined in

the Conditional Sale Agreement) the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage (including, but not limited to, reasonable counsel fees) suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee or NRUC arising out of a breach by the Builder of any obligation with respect to the manufacture, construction, delivery or warranty of the Equipment, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee or NRUC by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 18 of the Conditional Sale Agreement, to strike any defense, set-off, counterclaim or recoupment asserted by the Vendee or NRUC in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Vendee or NRUC and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Vendee or NRUC and not developed or purported to be developed by the Builder, the Builder agrees (except as otherwise specifically provided in the Conditional Sale Agreement), to indemnify, protect and hold harmless the Assignee 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 Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the Builder of any liability or claim actually known to the Assignee which is based upon any such alleged infringement and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Vendee or NRUC with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Assignee, on each Closing Date as provided in Article 4 of the Conditional Sale Agreement with

respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder an amount equal to the portion of the Conditional Sale Indebtedness thereof which, under the terms of said Article 4, is then payable in installments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee), as provided in Article 18 of the Conditional Sale Agreement and at least five business days prior to such Closing Date, the following documents, in form and substance satisfactory to Assignee and to its counsel, in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Builder to the Assignee transferring to the Assignee security title to the units of the Equipment in such Group, warranting to the Assignee and to the Vendee that, at the time of delivery of such units under the Conditional Sale Agreement, the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of NRUC under the Management Agreement, and covenanting to defend such title to the units against

all other claims and demands whatsoever and to hold Assignee harmless from any loss or expense arising from any such claim or demand.

(b) A Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group delivered as contemplated by Article 3 of the Conditional Sale Agreement;

(c) A closing Certificate with respect to the units of Equipment in such Group executed by the Vendor, the Vendee and NRUC as contemplated by Article 4 of the Conditional Sale Agreement;

(d) An invoice of the Builder for the units of Equipment in such Group accompanied by or having endorsed thereon a certification by the Vendee and NRUC as to their approval thereof;

(e) An opinion of counsel for the Vendee, dated as of such Closing Date, stating that (i) the Vendee is a duly formed and validly existing general partnership under the laws of the State of Maryland, and has full power and authority to own its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement, the Management

Agreement, this Assignment and the Management Assignment, have been duly authorized, executed and delivered by the Vendee, and assuming due authorization, execution and delivery by the other parties thereto, are legal and valid instruments binding upon the Vendee and enforceable against the Vendee in accordance with their terms, (iii) the Conditional Sale Agreement, the Management Agreement, the Residual Agreement and the assignment of any of these documents have been duly filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, and financing statements evidencing the Vendor's security interest in the Equipment and Additional Security, and the assignment to the Assignee and grant of a security interest in the Vendee's right, title and interest in the Management Agreement, have been filed for record or recordation in the offices of the Clerk of the Circuit Court of Prince George's County, Maryland, the Maryland State Department of Assessments and Taxation and the Recorder of Deeds for Washington, D. C., (iv) the security interest in the Equipment and

the Additional Security has been created, all applicable requirements of Section 9-312(3) of the Uniform Commercial Code of the State of Maryland and all other applicable requirements of law relating to the perfection and priority of purchase money security interest have been complied with, and such security interest is and will be superior to any other private lien or encumbrance placed against the Equipment and/or the Additional Security, (v) the security interest in the Vendee's right, title and interest in the Management Agreement, and the rents and other sums due thereunder, has been created and is superior to any other private lien or encumbrance which may be placed against the Vendee's right, title, and interest in the Management Agreement, including the rents or other sums due thereunder, (vi) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of the Conditional Sale Agreement, the Management Agreement, the Residual Agreement, this Assignment or the Management Assignment, and the terms thereof comply in all respects with the applicable provisions of the Interstate Commerce Act and

the rules and regulations of the Interstate Commerce Commission thereunder, and (vii) registration of the Conditional Sale Agreement or this Assignment is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended; and such opinion shall also cover such other matters as may reasonably be requested by the Assignee;

(f) An opinion of counsel for NRUC, dated as of such Closing Date, to the effect set forth in clause (vi) of subparagraph (e) above (excluding however any opinion with respect to the Residual Agreement) and additionally stating that (i) NRUC is a duly organized and existing corporation under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement and the Management Agreement have been duly authorized, executed and delivered by NRUC, and assuming due authorization, execution and delivery by the other parties thereto, are legal and valid instruments binding upon NRUC and enforceable against

NRUC in accordance with their terms (iii) the entering into and performance by NRUC of the Management Agreement and Conditional Sale Agreement will not result in any breach of or default under any other agreement or instrument to which NRUC is a party or by which NRUC is bound, and (iv) 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 NRUC, now attaches or hereafter will attach to the Equipment delivered to NRUC pursuant to the Management Agreement, or in any manner affects or will affect adversely the Vendor's or Assignee's right, title and interest therein;

(g) an opinion of counsel for the Builder, dated as of such Closing Date, stating that (i) the Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement and this Assignment have all been duly authorized, executed and delivered by the Builder, and assuming due

authorization, execution and delivery by the other parties thereto, are legal and valid instruments binding upon the Builder and enforceable against the Builder in accordance with their terms, and (iii) security title to the units of the Equipment is validly vested in the Assignee and such units, at the time of delivery thereof to the Vendee under the Conditional Sale Agreement, were free from all claims, liens, security interest and other encumbrances (other than those created by the Conditional Sale Agreement and the Management Agreement).

In giving the opinions specified in subparagraphs (e), (f), and (g) of this Section 4, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in said subparagraph (e), counsel may rely as to authorization, execution and delivery by the Builder of the documents executed by the Builder and title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement, on the opinion of counsel for the Builder. In case of such reliance, counsel

shall state that any opinions on which counsel relies are satisfactory in form and substance and that the Assignee is justified in relying thereon.

SECTION 5. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee or NRUC thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment and upon giving the written notice required in Article 18 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. The Builder hereby represents and warrants to and agrees with the Assignee, its successors and assigns:

(a) that it is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its own properties and to carry on its business as now conducted;

(b) that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery thereof by the Vendee and NRUC, the Conditional Sale

Agreement is, in so far as the Builder is concerned, a legal, valid and existing agreement binding upon the Builder in accordance with its terms and that it is now in force without amendment thereto;

(c) that this Assignment was duly authorized by it and lawfully executed and delivered by it for a valid consideration, and that assuming due authorization, execution, and delivery thereof by the other parties thereto, this Assignment is insofar as the Builder is concerned, legal, valid and existing agreements binding upon the Builder in accordance with its terms;

(d) that the Assignee is vested with all the rights, titles, interests, powers and privileges of the Builder purported to be assigned to it by this Assignment, and that security title to and security interest in the units of Equipment and Additional Security is validly vested in the Assignee;

(e) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and as-

surance and do such further acts and things as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

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

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Maryland, provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement, the Management Agreement, the Residual Agreement, the Management Assignment, any financing statement with respect thereto and this Assignment as shall be conferred by the laws of the several jurisdictions in which such documents or any financing statement with respect thereto shall be filed, recorded or deposited, or in which any unit of the Equipment

shall be located, and any rights arising out of the markings on the units of the Equipment.

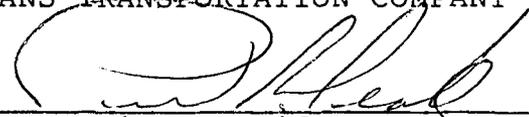
SECTION 8. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of the date first above written, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements attached hereto.

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

EVANS TRANSPORTATION COMPANY

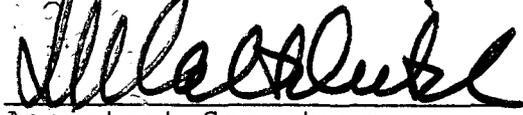
[Corporate Seal]

By



Vice President

ATTEST:


Assistant Secretary

SUN LIFE INSURANCE COMPANY
OF AMERICA

[Corporate Seal]

By


Vice President

ATTEST:


Assistant Secretary

Sun Life Insurance Company of America, 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 of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *1st* day of *December*, 1977.



Patricia McG. Farin
Notary Public

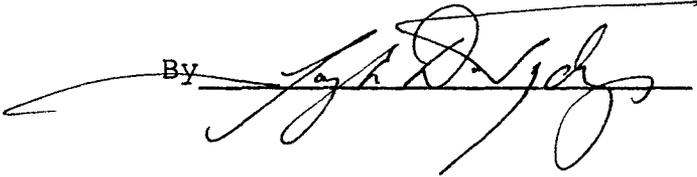
[Notarial Seal]

My Commission expires *July 1, 1978*

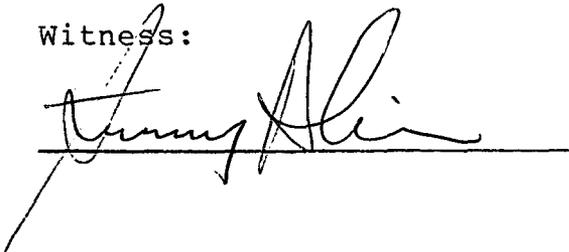
ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of October 31, 1977. The Vendee and NRUC hereby agree that, pursuant to and according to the terms of Article 2 of the Residual Agreement and until otherwise instructed in writing by Sun Life Insurance Company of America, all payments required by the Conditional Sale Agreement, the Management Agreement and the Residual Agreement shall be paid to Sun Life Insurance Company of America, Sun Life Building, 20 South Charles Street, Baltimore, Maryland, 21201, Attention: Investment Securities Department.

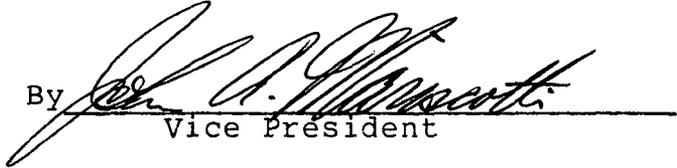
OAKINGTON GENERAL PARTNERSHIP

By  (SEAL)

Witness:



NATIONAL RAILWAY UTILIZATION CORPORATION

By  Vice President

[Corporate Seal]

Attest:


Asst. Secretary

State of Maryland,
City of Baltimore,) SS:

On this 1st day of November, 1977, before me personally appeared Joseph D. Tydings, Managing Partner, Oakington General Partnership, to me personally known to be the person described in and who executed the forgoing instrument, and acknowledged that the execution of the foregoing instrument was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 1st day of November, 1977.



[Notarial Seal]

Patricia M.C. Fabian
Notary Public

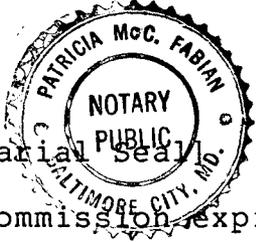
My Commission expires: *July 1, 1978*

State of Maryland,
City of Baltimore,) SS:

I HEREBY CERTIFY, that on this 1st day of November, 1977, before the subscriber, a Notary Public in and for said City and State personally appeared *John A. Krasinski* who, being by me duly sworn, says that he is a Vice President of National Railway Utilization Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of

the foregoing instrument was the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *1st* day of *November*, 1977.



[Notarial Seal]

Patricia McC. Fabian
Notary Public

My Commission expires: *July 1, 1978*