

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202
214-651-6736

RECEIVED

DEC 1 9 57 AM '77

ARTHUR M. ALBIN
GENERAL ATTORNEY
MICHAEL E. ROPER
COMMERCE COUNSEL

WILLIAM A. THIE
GENERAL COUNSEL
JOE C. CRAWFORD
GENERAL SOLICITOR

I. C. C.
FEE OPERATION BR.

7-335A010
Date DEC 1 1977
Fee \$ 50
CC Washington, D. C.

IN REPLY REFER TO: 410.043-23A

9107 November 29, 1977
RECORDATION NO. Filed & Recorded

DEC 1 1977-10 03 AM

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Conditional Sale Agreement dated as of November 18, 1977 between Portec, Inc., Paragon Division and Missouri-Kansas-Texas Railroad Company; assigned to Republic National Bank of Dallas, covering Purchase of 35 Bi-level Auto Racks

Dear Mr. Homme:

In accordance with the provisions of Section 20(c) of the Interstate Commerce Act and the rules and regulations approved and prescribed by the Interstate Commerce Commission pursuant thereto, there are submitted herewith for filing and recording five executed counterparts of a Conditional Sale Agreement dated as of November 18, 1977, between Portec, Inc., Paragon Division, as Manufacturer and Seller, P. O. Box 355, 44000 Grand River, Novi, Michigan 48050, and Missouri-Kansas-Texas Railroad Company, Purchaser, designated as Railroad therein, 701 Commerce Street, Dallas, Texas 75202, which Conditional Sale Agreement was assigned by Agreement and Assignment of even date by Manufacturer to Republic National Bank of Dallas, Republic National Bank Building, Dallas, TX 75201, said Conditional Sale Agreement covering the purchase by the Railroad of 35 Bi-level Auto Racks, which Racks have been assigned Serial Nos. 40012-01 through 40012-35, which Racks are affixed and mounted on cars owned or leased by Trailer Train Company bearing the following marks and numbers:

TTGX 942193	TTGX 942276	TTGX 942324
" 942194	" 942282	" 942331
" 942196	" 942288	" 942332
" 942198	" 942289	" 942334
" 942199	" 942305	" 942341
" 942211	" 942306	" 942344
" 942213	" 942307	" 942349
" 942226	" 942308	" 942350
" 942248	" 942309	" 942472
" 942254	" 942318	" 942473
" 942262	" 942321	" 942474
" 942268	" 942322	

Mr. H. G. Homme, Jr.

- 2 -

November 29, 1977

Please return three file-marked copies to me with recording information thereon and I will see that each party received a copy of same.

I am also enclosing cashier's check from the Missouri-Kansas-Texas Railroad Company in favor of the Interstate Commerce Commission in the amount of \$50 to cover the prescribed fee for recording the said Conditional Sale Agreement and Agreement and Assignment.

I certify that I have knowledge of the matters set forth herein.

Very truly yours,

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY



Arthur M. Albin

AMA:vas
Enclosures

cc: Mr. Jim Horton, Vice President & Secretary
Portec, Inc., Paragon Division, 300 Windsor Dr., Oakbrook, IL 60521

Mr. Arthur Blanchard
Gardere, Porter & DeHay, 17th Floor, Republic National Bank
Building, Dallas, TX 75201

Mr. K. R. Ziebarth, Vice President, Secretary & Treasurer,
Missouri-Kansas-Texas Railroad Company, Dallas

Interstate Commerce Commission
Washington, D.C. 20423

12/1/77

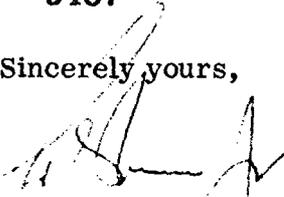
OFFICE OF THE SECRETARY

Arthur M Albin
Missouri-Kansas-Texas Railroad Co.
701 Commerce Street
Dallas ,Texas 75202

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 12/1/77 at 10:05am ,
and assigned recordation number(s) 9107

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

CONDITIONAL SALE AGREEMENT DEC 1 1977-10 05 AM

Dated as of November 18, 1977 INTERSTATE COMMERCE COMMISSION

Between

PORTEC, INC., PARAGON DIVISION

and

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

* * * * *

For 35 Auto Racks

* * * * *

AGREEMENT AND ASSIGNMENT

Dated as of November 18, 1977

AMONG

PORTEC, INC., PARAGON DIVISION

REPUBLIC NATIONAL BANK OF DALLAS

and

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

THIS AGREEMENT, dated as of the 18th day of November, 1977, by and between PORTEC, Inc., PARAGON DIVISION, a corporation organized under the laws of the State of Delaware, with an office in Novi, Michigan (hereinafter called "Manufacturer"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation organized under the laws of the State of Delaware, with an office in the city of Dallas, Texas (hereinafter called "Railroad");

W I T N E S S E T H:

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

1. CONSTRUCTION AND SALE. The Manufacturer will construct, sell, and deliver to the Railroad and the Railroad will purchase from the Manufacturer and accept delivery as hereinafter provided and pay therefor as hereinafter set forth railroad equipment (any one of which is hereinafter referred to as "Rack" and more than one or all of which are hereinafter referred to as "Racks") as follows:

Thirty-five (35) Wide Body, Enclosed Type Bi-Level Auto Racks without Roof or End Doors, to be constructed and installed on thirty-five (35) 89'4" flush deck flat cars furnished by Trailer Train Company for the account of Missouri-Kansas-Texas Railroad Company in accordance with "Operational Design Standards for Enclosed Bi- and Tri-Level Rail Cars," specifications furnished by Ford Motor Company dated January 18, 1977, excluding Roof and End Doors, and in conformity with the letter of Manufacturer dated April 15, 1977. Manufacturer shall also furnish and install MDA Hydraulic Dampener Ride Control Devices, all as set forth in Railroad's Purchase Order D6116 dated April 15, 1977.

2. DELIVERY. The Manufacturer will deliver Racks to the Railroad properly attached to said flat cars free on tracks at the Manufacturer's plant at Clinton, Ill., not later than December 31, 1977. Any racks not delivered and accepted on or before that date shall be excluded herefrom. The serial number of each such Rack and the road number of the flat car to which such Rack will be attached is set forth on Exhibit A attached hereto and hereby made a part hereof.

On delivery of the Racks by the Manufacturer, the Railroad will assume the responsibility and risk of loss with respect to the Racks delivered.

The Manufacturer's obligation as to time of delivery is subject 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 or other labor conditions, accidents, fire, flood, explosion, damage to plant, equipment or facilities, delays or defaults of

subcontractors, failure to receive necessary materials or supplies or absence of usual means of transportation, but nothing contained herein shall obligate the Railroad to accept delivery of any Racks after the said final cut-off date of December 31, 1978

The Railroad shall accept the Racks following construction and delivery by Manufacturer. Each of the Racks prior to acceptance shall be inspected by an authorized representative of the Railroad. If such Rack conforms to specifications, such representative of the Railroad shall execute a certificate of inspection and a certificate of acceptance (hereinafter called the "Certificate of Inspection and Acceptance") showing that such Rack has been inspected and accepted by him on behalf of the Railroad as conforming in all respects to the requirements and provisions of this agreement. Such Certificate of Inspection and Acceptance shall constitute conclusive evidence that the Rack conforms to specifications and is acceptable to the Railroad in all details. The Certificates of Inspection and Acceptance shall be delivered to the Manufacturer upon the delivery of the Rack to the Railroad. Any number of said Racks may be included in any such Certificates of Inspection and Acceptance.

3. PURCHASE PRICE AND PAYMENT. The purchase price for the Bi-Level Auto Racks as described above is \$17,643.71 each, racks installed free on board, cars furnished on behalf of Railroad at Manufacturer's plant at Clinton, Illinois, and the sum of \$645.00 for furnishing and installing an MDA Hydraulic Dampener Ride Control Device on each unit, resulting in the total purchase price of \$18,288.71 per car set, or a total purchase price for the thirty-five (35) Racks of \$640,104.85.

Conditional only upon the receipt of the Racks, which shall be conclusively presumed from the execution of the Certificates of Inspection and Acceptance, the Railroad hereby promises to pay to the Manufacturer at its office in Novi, Michigan, or at such bank or trust company in the United States of America which the Manufacturer may designate, the aforesaid purchase price of the Racks as follows:

(a) \$136,104.85 of actual, full purchase price shall be the initial cash payment and paid by Railroad to Manufacturer within ten (10) days of receipt of invoices therefor, said invoices to be issued following execution of Certificates of Inspection and Acceptance.

(b) \$504,000 of actual, full purchase price of said Racks (being the deferred purchase price thereof) shall be paid by Railroad in seventy-two (72) consecutive, monthly installments commencing no later than thirty (30) days after execution hereof, in the sum of \$7,000.00 per month, plus interest. The principal balance shall bear interest at a rate until maturity equal to one percentage point above the prevailing commercial prime borrowing rate established by the Republic National Bank of Dallas as of the first day of each month, said rate to be applicable to the interest payment due and payable hereunder during the same month; provided, however, that nothing contained herein shall require the payment of interest in excess of the highest lawful rate permitted in the State of Texas.

(c) In the event less than all of said Racks shall be delivered and accepted by Railroad, the purchase price in Paragraph (a) shall be proportionately reduced and the amount payable in Paragraph (b) shall be recalculated using the new Paragraph (a) amount and recalculating the balance due based upon the actual number of Racks furnished at the appropriate prices as set forth above.

The Railroad will pay interest at a rate of fourteen percent (14%) per annum on all amounts of principal and interest remaining unpaid after the same become due and payable hereunder.

In the event of any change or modification made in the specifications, the amount by which such change or modification increases or decreases the cost of the Racks shall be added to or subtracted from, as the case may be, the price of the Racks.

The Railroad shall have the right to prepay the unpaid balance due on all of the Racks hereunder at any time without penalty.

4. TAXES. All payments to be made by the Railroad hereunder will be free of expenses to the Manufacturer for collection or other charges and of the amount of any local, state, or Federal taxes (other than Federal and State income and excess profits taxes) or licenses hereafter levied or imposed directly upon, or measured by, this agreement and/or any sale, use, payment, shipment, or delivery under the terms hereof, all of which expenses, taxes, and licenses, the Railroad assumes and agrees to pay in addition to the purchase price of said Racks. The Railroad will also pay promptly all taxes and assessments which may be imposed upon said Racks or for the use thereof or upon the earnings arising therefrom or the operation thereof by any jurisdiction in which the racks are operated by the Railroad, and Railroad will keep at all times all of the Racks free of all taxes and assessments which might in any way affect the title of the Manufacturer in and to the Racks. If any such expenses or taxes shall have been paid by the Manufacturer, the Railroad shall reimburse Manufacturer on presentation of invoice, and any sums of money so paid by Manufacturer shall be secured by and under this contract.

5. TITLE TO THE RACKS. The Manufacturer, or its assignees, shall and hereby does retain the full legal title to and property in the Racks until the Railroad shall have made all of the payments and shall have kept and performed all of the covenants in this Agreement provided to be made, kept, or performed by the Railroad notwithstanding the possession of the Racks and the use thereof by the Railroad as herein provided. Any and all replacements of the Equipment and of parts thereof or of any replacements thereof and additions thereto shall constitute accessions to the Racks and be subject to all the terms and conditions of this Agreement and included in the term "Rack" as used in this Agreement.

The Railroad, so long as it shall not be in default under this Agreement, shall be entitled to the possession and use of the Racks as herein provided, subject to the terms and conditions herein contained.

The Railroad will cause each Rack to be kept numbered with its identifying number and will keep and maintain, plainly, distinctly, permanently, and conspicuously stenciled on each side of each Rack the name of the Manufacturer or of the Manufacturer's assignee, as the case may be, in letters of not less

than one inch in height, followed by the word, "Owner," or other appropriate words designated by the Manufacturer. The Railroad will cause such markings to be placed upon each Rack as soon as practicable after the execution of this Agreement. The Railroad will not change the numbers of the Racks without first notifying the Manufacturer in writing.

Except as above provided, the Railroad will not allow the name of any person, association, or corporation to be placed on the Racks or any replacements thereof as a designation that might be interpreted as a claim of ownership; provided, however, that the Railroad may cause the Racks to be lettered with appropriate words or marks for convenience of identification of the Railroad's interest therein.

When the Manufacturer has been paid the full purchase price for the Racks, together with interest and any and all other payments as herein provided, and all of the Railroad's covenants and conditions herein contained have been performed by the Railroad, absolute right, title to, and property in the Racks shall pass to and vest in the Railroad without further transfer or action on the part of the Manufacturer, except that the Manufacturer will execute and deliver to the Railroad a Bill of Sale of the Racks, transferring the title to and property in them to the Railroad free and clear of all liens and encumbrances created or retained hereby and will execute for record or for filing in public office 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 Railroad to the Racks.

No invoice issued prior to the complete performance of this contract shall operate to pass title to said Racks to Railroad.

6. WARRANTIES. Manufacturer agrees to the following warranty for the rack superstructures:

Manufacturer warrants that the Racks will be built in accordance with the final agreed specifications and drawings, and, except in cases of articles and materials specified by Railroad and not manufactured by the Manufacturer, warrants the equipment to be free from defects in material and workmanship under normal use and service, the liability of Manufacturer under this warranty being limited, as the ~~buyer~~ may elect (1) to repair the defect, f.o.b. Manufacturer's plant, or (2) to replace the defective part. Manufacturer shall be given reasonable opportunity to verify any claimed defect in workmanship or material. These warranties will extend only to goods which are new or unused at the time of shipment and will not extend to goods subjected to misuse, neglect, accident, or improper installation or maintenance.

The foregoing warranty of Manufacturer shall begin at the time of delivery of a Rack to the Railroad and terminate two years after such delivery. MANUFACTURER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. RAILROAD'S RIGHT UNDER THE FOREGOING WARRANTY SHALL BE ITS SOLE AND EXCLUSIVE REMEDY AND MANUFACTURER WILL HAVE NO LIABILITY FOR LOST PROFITS OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR COMMERCIAL LOSSES. THIS WARRANTY IS

EXPRESSED IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ON THE PART OF MANUFACTURER AND MANUFACTURER NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY OTHER WARRANTY LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT.

7. LOSS, DAMAGE, OR DESTRUCTION. In the event of loss or destruction of or irreparable damage to any of said Racks from any cause whatsoever until the total purchase price herein provided shall have been fully paid by the Railroad, the Railroad shall promptly and fully inform the Manufacturer in regard to such loss or destruction. The Railroad shall promptly pay to the Manufacturer a sum equal to the then unpaid balance applicable to any such Rack so lost, irreparably damaged, or destroyed. The unpaid balance applicable to any such destroyed Rack shall be that amount determined by dividing the then existing outstanding balance due hereunder by the number of Racks (not previously destroyed and paid for) then subject to the terms and provisions of this Agreement. Upon payment therefor by Railroad, Manufacturer shall, upon demand, provide Railroad with a Bill of Sale covering any such Rack.

8. MAINTENANCE AND REPAIR. The Railroad will at all times maintain said Racks in good order and repair at its own expense.

9. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS. Until the total purchase price herein provided for and all other sums of money payable by the Railroad hereunder shall have been fully paid by the Railroad, the Railroad will comply in all respect with all laws of the United States and of the States and Territories in which its operations involving said Racks may extend, and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative, or judicial body exercising any power or jurisdiction over said Racks. In the event that said laws or rules require the alteration of said Racks, the Railroad will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules until the total purchase price herein provided shall have been fully paid by the Railroad; provided, however, that the Railroad may, in good faith, contest in any reasonable manner the application of any such law or rule which does not, in the judgment of the Manufacturer, affect the Manufacturer's title in and to said Racks.

10. REPORTS AND INSPECTIONS. The Railroad will furnish to the Manufacturer, when requested and at least once in every year until the total purchase price herein provided shall have been fully paid by the Railroad, an accurate inventory of the Racks in actual service, the numbers and description of such Racks as may have been destroyed and paid as provided in Section 7, and the then condition and state of repair of the Racks, and such other information regarding the Racks as may reasonably be requested. In addition thereto, the Railroad will furnish to the Manufacturer, if requested, once each year, until the total purchase price herein provided shall have been fully paid by the Railroad, or, if the Manufacturer so requests, by a competent disinterested party satisfactory to the Manufacturer, certifying that said Racks have been maintained, and are in good order and repair.

The Railroad will promptly and fully inform the Manufacturer of any loss or destruction of any of the Racks and of any substantial repairs made or being made upon them or any of them. If requested by the Manufacturer, Railroad will furnish to the Manufacturer a report of an authorized representative of the Railroad, or if the Manufacturer so requests, of a competent disinterested party, satisfactory to the Manufacturer, covering the nature and extent of any damage to the Racks and the satisfactory repair thereof. The Manufacturer may, but shall be under no obligation to, inspect the Racks at any reasonable time or times until the total purchase price herein provided has been fully paid by the Railroad.

11. POSSESSION AND USE. The Railroad, so long as it shall not be in default under the Agreement, shall be entitled to the possession of the Racks and the use thereof upon the lines of railroad owned or operated by it either alone or jointly with another and whether under lease or otherwise, or upon the lines of railroad owned or operated by any railroad company controlled by, or under common control with, the Railroad, or over which it has trackage rights, and the Racks may be used also upon connecting and other railroads and car ferries in the usual interchange of traffic, from and after delivery of the Racks by the Manufacturer to the Railroad, but only upon and subject to all terms and conditions of this Agreement.

12. PROHIBITION AGAINST LIENS. The Railroad will pay or satisfy and discharge any and all sums claimed by any party by, through, or under the Railroad and its successors or substitutes or assigns which, if unpaid, might become a lien or a charge upon the Racks or any of them superior to the title of the Manufacturer therein, but shall not be required to pay or discharge any such claim as long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not affect the title of the Manufacturer in and to the Racks. The Railroad shall notify the Manufacturer of any contest it makes of any such charges, and, in the event the Manufacturer deems that its rights in the Racks may be jeopardized by such contest, the Railroad will, on the Manufacturer's demand, pay such contested charges with such reservation as may be appropriate. Any sum of money paid by the Manufacturer in discharge of liens or encumbrances on said Racks shall be an obligation of the Railroad and shall be secured by and under this contract.

13. RAILROAD'S INDEMNITIES AND GUARANTEES. The Railroad will save, indemnify, and keep harmless the Manufacturer from and against all losses, damages, injuries, claims, and demands whatsoever, regardless of the cause thereof, arising on account of the Racks or the use or operation thereof. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the purchase price and the conveyance of the Racks as provided in Article 5, hereof, or the termination of this Agreement in any manner whatsoever.

The Railroad will bear the risk and shall not be released from its obligations hereunder in the event of any damage to or the destruction or loss of any or all of the Racks; however, Manufacturer and any successor as to its manufacturing property and business, shall not as to the Racks be relieved from its warranties and guarantees as set forth in Article 6, above.

14. PATENT INDEMNITIES. Except in cases of articles or materials specified by the Railroad and not manufactured by the Manufacturer and in cases of designs, systems, processes, formulae, or combinations specified by the Railroad and not developed or purported to be developed by the Manufacturer, the Manufacturer agrees to indemnify, protect, and hold harmless the Railroad 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 Railroad, its assigns or the users of the Racks because of the use in or about the construction or operation of any of the Racks of any design, system, process, formula, combination, article, or material which infringes or is claimed to infringe on any patent or other right. The Railroad likewise will indemnify, protect, and hold harmless the Manufacturer 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 Manufacturer because of the use in or about the construction or operation of any of the Racks or any article or material specified by the Railroad and not manufactured by the Manufacturer or of any design, system, process, formula, or combination specified by the Railroad and not developed or purported to be developed by the Manufacturer which infringes or is claimed to infringe on any patent or other right. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Agreement, the satisfaction and discharge of this Agreement, or the termination of this Agreement in any manner. The Manufacturer will give notice to the Railroad of any claims known to the Manufacturer from which liability may be charged against the Railroad hereunder, and the Railroad will give notice to the Manufacturer of any claim known to the Railroad from which liability may be charged against the Manufacturer hereunder.

Manufacturer shall assign to Railroad any and all rights to be indemnified from claims of patent infringement which Manufacturer obtains from the Manufacturer of any articles or materials specified by the Railroad which are incorporated into the Racks and which are not manufactured by Manufacturer and are purchased from others.

15. ASSIGNMENTS. All or any of the rights, benefits, and advantages, of Manufacturer under this Agreement, including the right to receive the payments herein provided to be made by the Railroad, and the rights of repossession, may be assigned by the Manufacturer and reassigned by any assignee at any time and from time to time, provided, however, that no such assignment shall relieve the Railroad of its obligation to the Manufacturer under Article 12, hereof, and this Article 15, or any other obligation which, according to its terms and content, is intended to survive an assignment.

Upon any such assignment, either the assignor or the assignee shall give written notice to the Railroad, 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 of the Manufacturer's right, title, and interest in and to the subject Racks, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Railroad of the notification of any such assignment, all payments thereafter to be made by the Railroad hereunder shall, to the extent so assigned, be made to the assignee.

In the event of any such assignment, or successive assignments by the Manufacturer, of title to the Racks and of the Manufacturer's rights hereunder in

respect thereof, the Railroad will, whenever requested by such assignee, change the stencil markings on each side of each Rack so as to indicate the title of such assignee to such Rack and its succession to the rights of the Manufacturer hereunder, such markings to bear such words or legend as shall be specified by said assignee, subject to requirements of the laws of the states in which the Racks shall be operated relating to such marking for use on equipment covered by conditional sale agreements relating to railroad equipment. The cost of additional stenciling in connection with any subsequent assignment will be borne by Manufacturer's assignee.

16. SUCCESSORS TO AND ASSIGNMENTS BY THE RAILROAD. The Railroad hereby represents and warrants that its execution of this Agreement and its assumption and undertaking of the obligations, duties, and liabilities hereof have been expressly authorized and that all of the obligations of the Railroad then existing or to accrue under this Agreement shall be assumed as a general obligation by any person or corporation acquiring title to or possession of the railways and properties of the Railroad, and that upon any sale, lease, transfer, or assignment of said railways or properties, any person or corporation acquiring title thereto or possession thereof shall also, as a condition to such acquisition, be bound by all such obligations.

The Railroad will not sell, assign, transfer, or otherwise dispose of its rights under this Agreement nor transfer possession of said Racks to any other firm, person, or corporation without first obtaining written consent of the Manufacturer or its assignee to such sale, assignment, or transfer.

17. DEFAULTS. In the event that any one or more of the following events of default shall occur, to wit:

(a) The Railroad fails to pay in full when due any installment of principal or of interest at the time and in the manner hereinbefore contracted to be paid as provided in Article 3, hereof; or

(b) The Railroad shall, for more than 30 days after the Manufacturer shall have demanded in writing performance thereof, fail or refuse to comply with any other covenant, agreement, term, or provision of this Agreement on its part to be kept and performed; or

(c) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, is filed by or against the Railroad and the trustee or trustees fail to adopt this Agreement within 30 days of the date of his or their appointment unless such petition is dismissed prior to the expiration of such 30 days; or

(d) Any proceedings are commenced by or against the Railroad for any relief 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 proceeding under Section 20b of the Interstate Commerce Act and the trustee or trustees or receiver or receivers appointed for the Railroad or for its property in connection with such proceedings fail to adopt and assume and agree to perform the terms and

obligations of this Agreement within 30 days of the date of his or their appointment, unless such proceedings are dismissed prior to the expiration of such 30 days; or

(e) The Railroad transfers or attempts to transfer its interests in or under this Agreement without the consent of the Manufacturer,

then at any time after the occurrence of such an event of default, the Manufacturer may, upon written notice to the Railroad and upon compliance with any legal requirements then in force and applicable to such action by the Manufacturer, declare the entire purchase price of the Racks, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter to the extent legally enforceable the entire sum shall bear interest at the rate of one and one-half per cent (1½%) per month, and the Manufacturer shall be entitled to judgment for the whole amount so due from the Railroad, with interest at said rate, together with costs and expenses incurred by Manufacturer or its assignee, including reasonable attorneys' fees, and to collect said judgment out of any of the Railroad's property.

If the Railroad shall have paid all costs and expenses of the Manufacturer incidental to any such default and to the enforcement by the Manufacturer of the provisions hereof, including reasonable attorneys' fees, and all sums which shall then have become due and payable by the Railroad hereunder, other than such part of said purchase price as shall have become due only because of a declaration under this paragraph as aforesaid, and all other existing defaults shall have been remedied, or provisions therefor satisfactory to the Manufacturer shall have been made, then and in every such case the Manufacturer may waive any such event of default and its consequences and rescind and annul any such declaration or termination by notice to the Railroad in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such cured default had existed and no such declaration or termination had been made. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by the Railroad that time is of the essence of this Agreement and that no such waiver, rescission, or annulment shall limit or affect the Manufacturer's right, upon any other default, or impair any right or remedies consequent thereon.

18. REMEDIES. If the Railroad makes default as hereinabove provided, then at any time after such notice of declaration of default and during the continuance of such default, the Manufacturer may, without further notice or demand except to the extent necessary in order to comply with any legal requirements, take or cause to be taken by its agent or agents immediate possession of the Racks or any of them, and/or any replacements and improvements, and all present and future attachments and accessories thereof, without liability to return to the Railroad any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Article 18 expressly provided, and may remove the same from the use and possession of the Railroad and for such purpose may enter upon the Railroad's premises where the Racks may be located, and may use and employ in connection with such removal any supplies, services, and aids, and any available trackage and other facilities or means of the Railroad, with or without process of law; and the Railroad shall deliver and remove the Racks with all replacements, improvements, attachments, and accessories thereof, at its own cost at such place or places on

its railroad as the Manufacturer may reasonably designate and for such purpose move the Racks in the usual manner and at the customary speed of trains, and in case of such retaking or delivery, the Manufacturer shall have the right to store the same upon the premises of the Railroad without charge until the Manufacturer shall desire to remove the same therefrom but not in excess of six months. It is hereby expressly agreed by the Railroad that performance of this Agreement to deliver the Racks as hereinbefore provided is of the essence of the Agreement between the parties and that, upon application to any court of equity having jurisdiction in the premises, the Manufacturer shall be entitled to a decree against the Railroad requiring specific performance hereof. It is further expressly agreed by the Railroad that until the Manufacturer shall have given notice of its election to retain possession of the Racks or until the sale of the Racks as hereinafter provided in this Article 18, the Railroad shall not be released from any of its obligations hereunder, including, but not by way of limitation, its obligations under Article 4, hereof.

If the Railroad makes default, as hereinbefore provided, then at any time thereafter during the continuance of such default, and after declaring the entire purchase price immediately due and payable as hereinbefore provided, the Manufacturer, with or without retaking possession thereof, may, at its election, sell the Racks, or any of them, and any such replacements, improvements, attachments, and accessories, free from any and all claims of the Railroad, or of any other party claiming by, through, or under it at law or in equity, at public or private sale and with or without advertisement as the Manufacturer may determine, all subject to and in compliance with any legal requirements then in force and applicable to such sale; and the proceeds of such sale, less the attorneys' fees and any other expenses incurred by the Manufacturer in taking possession of, removing, storing, and selling the Racks, shall be credited on the amount due to Manufacturer under the provisions of this Agreement, including taxes and other charges imposed upon the Manufacturer in connection with said Racks.

To the extent permitted by any such legal requirements, any sale hereunder may be held or conducted at such place or places and at such time or times as the Manufacturer may fix, 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 Manufacturer may determine in compliance with any such legal requirements, provided that the Railroad shall be given written notice of such sale as provided in any such applicable legal requirements, but in any event no less than ten (10) days prior thereto, by telegram or registered mail addressed to the Railroad at 701 Commerce Street, Dallas, Texas 75202. To the extent not prohibited by any legal requirements then in force and applicable to such sale, the Manufacturer may itself bid for and become the purchaser of the Racks, or any of them, so offered for sale without accountability to the Railroad (except to the extent of surplus money received as hereinafter provided in the next to the last paragraph of this Article 18), and in payment of such purchase price, the Manufacturer shall be entitled to the extent aforesaid to have credited on account thereof all sums due to the Manufacturer by the Railroad hereunder.

Each and every power or remedy hereby specifically given to the Manufacturer shall be in addition to every other power or 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 Manufacturer. All such powers and remedies shall be cumulative and the exercise of one shall not be deemed to be a waiver of the right to exercise any other or others. No delay or omission of the Manufacturer 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 any acquiescence.

If, after applying all sums of money realized by the Manufacturer under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement, the Railroad shall and it hereby undertakes and promises to pay the amount of such deficiency to the Manufacturer upon demand, and if the Railroad fails to pay such deficiency, the Manufacturer may bring suit therefor and shall be entitled to recover a judgment therefor against the Railroad. If, after applying as aforesaid all sums realized by the Manufacturer, there shall remain a surplus in the possession of the Manufacturer, such surplus shall be paid to the Railroad.

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

19. APPLICABLE STATE LAWS. Any provision of this Agreement prohibited by any applicable law of any State shall as to such State be ineffective, without modifying the remaining provisions of this Agreement.

The Railroad, to the fullest extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of the Racks and to sell said Racks and any other requirements as to the time, place, and terms of sale thereof, any other requirements with respect to the enforcement of the Manufacturer's rights hereunder, except such notices as are expressly required by the terms of this agreement, and any and all rights of redemption.

20. EXTENSION NOT A WAIVER. Any extension of time granted by the Manufacturer to the Railroad for the payment of any sum due under this Agreement, whether that extension be for an immediate payment or for final payment, shall not be deemed a waiver of the title of the Manufacturer reserved hereunder nor of any of its rights and remedies hereunder or otherwise existing.

21. RECORDING. The Railroad will cause this Agreement, any assignments hereof or any interests herein and any supplements hereto or thereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and also will record any financing statements in accordance with the applicable laws of the States of Texas, Oklahoma, Kansas, and Missouri, as may be necessary. The Railroad will from time to time do and perform any other act and will execute, acknowledge, deliver, file, and record any and all further instruments required by law or reasonably requested by the Manufacturer for the purpose of proper protection, to the satisfaction of counsel

for the Manufacturer, of its title to or interest in said Racks and its rights under this Agreement; and the Railroad will promptly furnish to the Manufacturer certificates, financing statements, or other evidences of such filing and recording, and an opinion or opinions of counsel for the Railroad with respect thereto, satisfactory to the Manufacturer.

22. PAYMENT OF EXPENSES. The Railroad will pay all costs, taxes, charges, and expenses incident to the preparation, printing, execution, acknowledgment, filing, registering, and recording of this Agreement and of any instrument supplemental hereto or amendatory hereof and of any declaration of the payment in full of the purchase money due hereunder, and of the replacement or replacements of said Racks, except that Railroad shall not pay the counsel fees of the Manufacturer.

23. NOTICE. Any notice hereunder to the Railroad shall be deemed to be properly served if delivered or mailed to the Railroad at 701 Commerce Street, Dallas, Texas 75202, or at such other address as may have been furnished in writing to the Manufacturer by the Railroad. Any notice hereunder to the Manufacturer shall be deemed to be properly served if delivered or mailed to the Manufacturer at its office at P. O. Box 355, 44000 Grand River, Novi, Michigan 48050, or at such other address as may have been furnished in writing to the Railroad by the Manufacturer. Any notice hereunder to any assignee of the Manufacturer or of the Railroad shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Manufacturer or the Railroad, as the case may be, by such assignee.

24. APPROVAL OF INTERSTATE COMMERCE COMMISSION. In the event the Interstate Commerce Commission makes effective Ex Parte No. 275 or any similar rule which expands the definition of "Securities" or "Indebtedness," which would require Railroad to make application with the Interstate Commerce Commission for approval and authorization for conditional sale agreements, and in the event said Ex Parte No. 275 rule or any similar rule shall be made retroactive, thereby requiring Railroad to make application for approval of this particular Conditional Sale Agreement, the Railroad expressly agrees and stipulates that it will immediately make application for approval of this Conditional Sale Agreement and Assignment with the Interstate Commerce Commission. In the event, and if for any reason, the Interstate Commerce Commission should not approve and authorize this particular Conditional Sale Agreement, Railroad, upon written demand by Manufacturer or its assignee, shall tender in full the unpaid balance due as of the date the Interstate Commerce Commission's ruling refusing to authorize or approve this transaction becomes final along with any and all outstanding and accrued interest to said date. Upon tendering same, Manufacturer or its assignee shall deliver unto Railroad a Bill of Sale conveying legal title to said Racks to Railroad along with a release of any liens arising under this Conditional Sale Agreement and this Conditional Sale Agreement shall thereafter become null and void and of no further force and effect except for any liabilities, excluding payment of principal and interest, which may have accrued on or before the date said final payment is tendered.

25. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together will constitute but one and the same contract, which will be sufficiently evidenced by any such original counterpart.

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared B. R. Bishop, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Missouri-Kansas-Texas Railroad Company a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 18th day of November, 1977.

My Commission
Expires: 12-31-78

Ruth Murdock
Notary Public in and for
Dallas County, Texas



EXHIBIT A

The bi-level automobile racks purchased by Missouri-Kansas-Texas Railroad Company in the Conditional Sale Agreement to which this Exhibit A is attached are to be installed on flat cars furnished by Trailer Train Company, bearing Trailer Train Company numbers as follows:

TTGX 942193	TTGX 942289	TTGX 942349
" 942194	" 942305	" 942350
" 942196	" 942306	" 942472
" 942198	" 942307	" 942473
" 942199	" 942308	" 942474
" 942211	" 942309	
" 942213	" 942318	
" 942226	" 942321	
" 942248	" 942322	
" 942254	" 942324	
" 942262	" 942331	
" 942268	" 942332	
" 942276	" 942334	
" 942282	" 942341	
" 942288	" 942344	

Portec, Inc., Paragon Division, shall manufacture and construct on the above listed flat cars bi-level automobile racks bearing serial numbers:

40012-01 through 40012-35 (both inclusive)

THIS AGREEMENT AND ASSIGNMENT, dated as of the 18th day of November, 1977, between PORTEC, INC., PARAGON DIVISION, a corporation organized under the laws of the State of Delaware, with an office in Novi, Michigan, (hereinafter called "Manufacturer"); REPUBLIC NATIONAL BANK OF DALLAS (hereinafter called "Bank"); and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation organized under the laws of Delaware, with an office in the City of Dallas, Texas (hereinafter called "Railroad"):

WITNESSETH:

WHEREAS, the Manufacturer and the Railroad have entered into a Conditional Sale Agreement dated as of the 18th day of November, 1977, covering the manufacture, sale, and delivery of thirty-five (35) Racks to be mounted on railroad flat cars, to be furnished by Trailer Train Company on behalf of Railroad, and further equipped as described in said Conditional Sale Agreement (a counterpart of which is prefixed hereto) for SIX HUNDRED FORTY THOUSAND, ONE HUNDRED FOUR AND 85/100 DOLLARS (\$640,104.85) to be paid at the times and according to the terms and conditions set forth in said Conditional Sale Agreement.

NOW, THEREFORE, this Agreement and Assignment Witnesseth that in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by the Bank to Manufacturer, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

1. The Manufacturer hereby sells, assigns, transfers, and sets over unto the Bank, its successors and assigns, all the right, title, and interest of the Manufacturer under the Conditional Sale Agreement (except the right to manufacture and the right to receive the initial cash payments specified in ARTICLE 3 [a] thereof), and all the right, title, and interest of Manufacturer in and to each Rack until the full amount of principal and interest set forth in Article 3 (b) shall have been paid by Railroad to Bank, together with all the Manufacturer's rights, powers, privileges, and remedies under the Conditional Sale Agreement (without any recourse, however, against the Manufacturer for or on account of the failure of the Railroad 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 Bank or transfer, or pass, or in any way affect or modify, the liability of the Manufacturer or of any successor or successors to its manufacturing properties and business in respect of its obligations to construct and deliver the Racks or in respect of its obligations contained in Articles 6 and 14 of the Conditional Sale Agreement, or relieve the Railroad from any of its obligations to the Manufacturer or the Bank under the Conditional Sale Agreement. Notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of the Manufacturer to the Railroad in respect of the Racks shall be and remain enforceable by the Railroad, its successors and assigns, against and only against the Manufacturer and any successor or successors to its manufacturing properties and business. In furtherance of the foregoing assignment and transfer, the Manufacturer hereby irrevocably authorizes and empowers the Bank, in the Bank's own name or in the name of the Bank's nominee, to ask, demand, sue for, collect, receive, and enforce any and all sums to which the

Bank is or may become entitled under this Agreement and compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but without expense and liability to the Manufacturer and for the sole benefit of the Bank. The principal and interest and all sums due and payable to the Bank pursuant hereto, and/or pursuant to Article 3 (b) of the Conditional Sale Agreement, shall be paid to Bank at its offices in Dallas, Texas

2. The Manufacturer will construct the Racks in full and complete accordance with the Conditional Sale Agreement and will deliver them on completion to the Railroad free of all claims, liens, and encumbrances and in accordance with the provisions of the Conditional Sale Agreement; notwithstanding this Assignment, it will perform and fully comply with each and all the covenants and conditions of the Conditional Sale Agreement to be performed and complied with by the Manufacturer. The Manufacturer further covenants that it has good and lawful right to sell the Racks as aforesaid; and that it will warrant and defend the same against the demands of all persons whomsoever based on claims originating prior to the delivery of the Racks by the Manufacturer to the Railroad; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

3. The rights of the Bank to the full amounts set forth in Article 3(b) of the Conditional Sale Agreement as well as any other rights, which have been assigned hereunder, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of a breach by the Manufacturer or by any successor or successors to its manufacturing properties or business of any obligations in respect of the manufacture or delivery of the Racks nor subject to any defense, offset, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by the Manufacturer or the successor or successors to its manufacturing business.

The Manufacturer will save, indemnify, and keep harmless the Bank from and against any and all royalties, damages, claims, suits, judgments, and costs that may result from the use of any patented article on the Racks at the time of delivery, except with regard to any appliances, devices, or materials specified or required by the Railroad and not included in the Manufacturer's standard specifications.

4. The Railroad will cause to be plainly, distinctly, permanently, and conspicuously stenciled on each side of each rack, at the time of delivery or as soon as practicable thereafter of each of the Racks to the Railroad, suitable marking with words in letters not less than one inch in height:

"REPUBLIC NATIONAL BANK OF DALLAS, TEXAS, OWNER"

5. Upon request of the Bank, its successors and assigns, the Manufacturer 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 Manufacturer therein or in the Racks therein described.

6. Promptly after all of the Racks are inspected and accepted by the Railroad, pursuant to the Conditional Sale Agreement, Manufacturer will be paid in accordance with the provisions and closing procedures set forth in Article 3 of the Conditional Sale Agreement (except that the Bank will at that time pay or cause to be paid to the Manufacturer in one lump sum the full amount of the deferred purchase price of said Racks in consideration of this assignment), and the Bank will receive the following documentation:

(a) A Bill of Sale from the Manufacturer to the Bank, transferring to the Bank title to all Racks so delivered and warranting said title to be free, as of the time of delivery to the Railroad, of all liens and encumbrances except only the rights of the Railroad under the Conditional Sale Agreement;

(b) A Certificate of Inspection and Acceptance signed by an authorized representative of the Railroad stating that the Racks covered by such Certificate have been inspected and accepted by it on behalf of the Railroad as conforming in all respects to the requirements and provisions of the Conditional Sale Agreement.

7. In the event less than 35 Racks shall have been accepted within 45 days after the first Rack shall have been delivered for any reason other than failure of Manufacturer to install Racks on flat cars made available to it, the parties hereto shall, upon request of Manufacturer, close for such Racks as have been accepted by Railroad not more than ten business days following presentation by Manufacturer to Railroad of the invoice and Certificate of Inspection and Acceptance covering such Racks.

8. The Bank may assign its rights under the Conditional Sale Agreement, as a whole, in respect to all or any designated number of the Racks, including the right to receive any payments due or to become due to it from the Railroad thereunder in respect to such Racks. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder, provided, however, that nothing herein shall relieve the Bank of the obligation to make payment in accordance with Article 6, above.

9. The Manufacturer hereby:

(a) represents and warrants to the Bank, its successors and assigns, that the Conditional Sale Agreement was lawfully executed by the Manufacturer for a valid consideration and that it is a valid existing agreement and, according to its terms, binding upon the Manufacturer and that said agreement is now in force without amendment thereto except as enforceability thereof may be limited by laws with respect to and affecting remedies and by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors rights; and

(b) covenants and agrees that it will from time to time and at all times, at the request of the Bank or its successors or assigns, make, execute, and deliver all such further instruments of assignment, transfer, and assurance and do such further acts and things as may be necessary and appropriate in the premises, to give effect to the provisions hereinabove

set forth and more perfectly to confirm the rights, titles, and interests hereby assigned and transferred to the Bank or intended so to be; and

(c) represents and warrants to the Bank, its successors and assigns, that no payments have been made to Manufacturer for performance of the terms of the Conditional Sale Agreement except those contracted to be made therein.

10. Railroad will have this Assignment filed, registered, and recorded in the same manner as provided in Article 21 of the Conditional Sale Agreement hereby assigned.

11. This Agreement and Assignment may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be a original, and such counterparts, together, shall constitute but one and the same instrument. The Bank agrees to deliver one of such counterparts, or a certified copy thereof, to the Railroad.

12. The terms of this Agreement and Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Manufacturer, the Bank, and the Railroad Company have caused this instrument to be executed in their respective names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

ATTEST:

J. E. Horton
Secretary

PORTEC, INC., PARAGON DIVISION

By [Signature]
Vice President

ATTEST:

Stephen [Signature]
Cashier ~~BANKING OFFICER~~

REPUBLIC NATIONAL BANK OF DALLAS

By [Signature]
Vice President

ATTEST:

[Signature]
Assistant Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By [Signature]
Vice President

STATE OF Illinois)
)
COUNTY OF DuPage)

On this 18th day of November, 1977, before me personally appeared L. L. White, Jr., to me personally known, who being by me duly sworn, says that he is Vice President of PORTEC, INC., PARAGON DIVISION, 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.

My Commission Expires: March 6, 1978
Shirley N. Beclanski
Notary Public in and for
DuPage County, Illinois

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 18th day of November, 1977, before me personally appeared Richard H. Crosby, to me personally known, who being by me duly sworn, says that he is a Vice President of REPUBLIC NATIONAL BANK OF DALLAS; 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.

My Commission Expires: November 15, 1978
Dorinda B. West
Notary Public in and for Dallas
County, Texas

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 18th day of November, 1977, before me personally appeared B. R. Bishop, to me personally known, who being by me duly sworn says that he is a Vice President of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY; 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 that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires: November 15, 1978
Dorinda B. West
Notary Public in and for Dallas
County, Texas