

(5)

VINSON & ELKINS
ATTORNEYS AT LAW

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WASHINGTON, D. C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89680

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AUSTIN, TEXAS 78701-2496
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47 CHARLES ST. BERKELEY SQUARE
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2020 LTV CENTER
2001 ROSS AVENUE
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INTERSTATE COMMERCE COMMISSION

December 27, 1988

DEC 27 1988 3-5 U PM

Recordation No. 6869

RECORDATION NO. 6869 C

Dear Ms. McGee:

On behalf of Platte River Associates, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two enclosed executed counterparts of a secondary document, not previously recorded, entitled Assignment of Lease and EPA, dated as of December 1, 1988. The aforesaid document relates to that certain Lease of Railroad Equipment, dated January 10, 1973, recorded with the Interstate Commerce Commission under Recordation No. 6869 on January 22, 1973 and should be filed under the next available letter designation under Recordation No. 6869 which we believe will be -C.

This one is 6869-C

The executing Assignor is:

TXL Astra Corporation VI
Three Embarcadero Center
Suite 2280
San Francisco, California 94111

100 OFFICE OF
DEC 27 3 43 PM '88
NOTICE OF ENACTED UNIT

8-362A062

The Assignee in whose favor the document is made is:

Platte River Associates
1220 Market Building
Suite 700
P.O. Box 198
Wilmington, Delaware 19899

No. 8-362A062
Date DEC 27 1988
Fee \$ 13.00
ICC Washington, D.C.

The said Assignment of Lease and EPA assigns to Platte River Associates all of the interest of TXL Astra Corporation VI in the aforesaid Lease of Railroad Equipment.

The units of equipment covered by the Assignment of Lease and EPA are the thirty-seven (37) locomotives, identified on Exhibit A attached hereto.

Countryman, A. C. [Signature]

A short summary of the document to appear in the ICC Index is as follows:

"Assigns Lease."

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



Philip M. Kinkaid
Representative in fact for the
sole purpose of this filing for
Platte River Associates

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

BY HAND

a:trantxl.ltr

Exhibit A

Thirty-seven (37) 2000-horsepower EMD Model GP-38-2 locomotives, identified by the following Missouri Pacific Railroad Company numbers:

MP2074	MP2093
MP2075	MP2094
MP2076	MP2095
MP2077	MP2096
MP2078	MP2097
MP2079	MP2098
MP2080	MP2099
MP2081	MP2100
MP2082	MP2101
MP2083	MP2102
MP2084	MP2103
MP2085	MP2104
MP2086	MP2105
MP2087	MP2106
MP2088	MP2107
MP2089	MP2108
MP2090	MP2109
MP2091	MP2110
MP2092	

DEC 27 1988 3-50 PM

RECORDATION NO. 6869C Form 1400

1
ASSIGNMENT
OF
LEASE AND EPA

THIS ASSIGNMENT OF LEASE AND EPA is executed and delivered by TXL ASTRA CORPORATION VI (the "Assignor") to PLATTE RIVER ASSOCIATES (the "Assignee") as of December 1, 1988, pursuant to a certain Locomotive Purchase Agreement between Assignor and Platte River Locomotive Corporation as agent for Assignee, dated as of December 1, 1988 (the "Agreement"). All terms not otherwise defined herein shall have their respective meanings specified in the Agreement.

Assignor hereby assigns, transfers, sells and sets over unto Assignee and its successors and assigns (a) that certain Lease of Railroad Equipment dated as of January 10, 1973 (the "Lease"), a complete and current copy of which is attached hereto as Exhibit A, and all of Assignor's rights, title and interests, powers, privileges, and other benefits under the Lease, including, but not limited to, the right to receive all rentals payable on and after the date hereof, and (b) that certain Equipment Purchase Agreement Number 1501481 dated as of January 21, 1985, as amended (the "EPA") entered into by and between International Capital Equipment Limited ("ICE) and Assignor, a complete and current copy of which is attached hereto as Exhibit B, and all of Assignor's rights, title and interests, powers, privileges and other benefits as Seller under the EPA.

This Assignment of Lease and EPA is executed and delivered without recourse, representation or warranty except that Assignor hereby warrants and represents to Assignee and its successors and assigns as follows:

1. Assignor is the Lessor of the Units, and, except for the effect of Assignor's assignment of rights under the Lease to Meritor Savings Bank, successor by name change to The Philadelphia Saving Fund Society ("Meritor"), the Lease is free from any charge, lien, encumbrance or other claim whatsoever assigned, transferred, sold or otherwise granted by Assignor or arising as the result of any action or failure to act by Assignor.

2. Except for the effect of Assignor's assignment of rights under the EPA to Meritor, the EPA is free from any

charge, lien, encumbrance or other claim whatsoever assigned, transferred, sold or otherwise granted by Assignor or arising as the result of any action or failure to act by Assignor.

3. To Assignor's knowledge, without, however, having conducted any investigation, the Lease and the EPA are in full force and effect, and there is no Event of Default (as such term is used in the Lease) continuing under the Lease, or event or condition, which, with the lapse of time or notice, or both, would become an Event of Default thereunder.

4. To Assignor's knowledge, without, however, having conducted any investigation, and except for the effect of Assignor's assignment of rights under the Lease and the EPA to Meritor, the Lease and the EPA have not been amended or modified by Assignor, and Assignor has not waived any of its rights under the Lease or the EPA in a manner that would materially and adversely affect the rights of Assignor. All of the Lessee's rights in, to or with respect to the Locomotives, and all of Assignor's obligations with respect to the Locomotives are set forth in the Lease.

Contemporaneous with the execution of this Assignment of Lease and EPA, the Assignor has sold the Units to the Assignee pursuant to a Bill of Sale dated as of December 1, 1988, a copy of which is attached hereto as Exhibit C.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Lease and EPA to be executed by an officer thereunto duly authorized, all on the date first above written.

TXL ASTRA CORPORATION VI

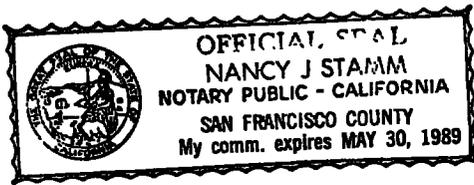
By: Gerard Tanne
Name: Gerard Tanne
Title: Vice President

a:assign2.doc

State of California §
County of San Francisco §

On December 1, 1988, before me the undersigned, a Notary Public for the State of California, personally appeared Mercad Janner, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and official seal.



Signature: Nancy J. Stamm

Printed Name: NANCY J STAMM

My Commission Expires:

May 30, 1989

[CONFORMED COPY]

LEASE OF RAILROAD EQUIPMENT

Dated as of January 10, 1973

between

MISSOURI PACIFIC RAILROAD COMPANY,
Lessee

and

THE FIRST NATIONAL LEASING COMPANY,
Lessor

Filed and recorded with the Interstate Commerce Commission pursuant to
Section 20c of the Interstate Commerce Act on January 22, 1973, at 10:30 A.M.,
Recordation No. 6869.


Exhibit A

LEASE OF RAILROAD EQUIPMENT dated as of January 10, 1973, between MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called the Lessee), and THE FIRST NATIONAL LEASING COMPANY, a partnership (hereinafter called the Lessor).

WHEREAS, the Lessor and the Lessee have entered into two Conditional Sale Agreements dated as of the date hereof (hereinafter called the Security Documents), with GENERAL MOTORS CORPORATION (Electro-Motive Division) and GENERAL ELECTRIC COMPANY, respectively (hereinafter called the Builders), wherein the Builders have agreed to manufacture, sell and deliver to the Lessor the railroad equipment described in Schedule A hereto;

WHEREAS, the Builders have assigned or will assign their respective interests in the Security Documents to UNITED STATES TRUST COMPANY OF NEW YORK, as Agent (hereinafter, together with its successors and assigns, referred to as the Vendor); and

WHEREAS, the lessee desires to lease all the units of said equipment, or such lesser number (hereinafter called the Units) as are delivered and accepted and settled for under the Security Documents on or prior to June 20, 1973 (hereinafter called the Cut-Off Date), at the rentals and for the terms and upon the conditions hereinafter provided;

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

§ 1. *Incorporation of Model Provisions.* Whenever this Lease incorporates herein by reference, in whole or in part or as hereby amended, any provision of the document entitled "Model Lease Provisions" annexed to the Security Documents as Part II of Annex C thereto (hereinafter called the Model Lease Provisions), such provision of the Model Lease Provisions shall be deemed to be a part of this instrument as fully to all intents and purposes as though such provision had been set forth in full in this Lease.

§ 2. *Delivery and Acceptance of Units.* § 2 of the Model Lease Provisions is herein incorporated as § 2 hereof.

§ 3. *Rentals.* The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease (i) for the period from the Closing Date (as defined in Article 4 of the Security Document pursuant to which such Unit is being acquired by Lessor) for such Unit to June 30, 1973, an amount equal to .0142278% of the Purchase Price (as defined in the Security Document pursuant to which such Unit is being acquired by Lessor) of each Unit for each day elapsed from the Closing Date for settlement of such Unit to and including June 29, 1973 due and payable on June 30, 1973, and (ii) through the balance of the lease term remaining after the period described in (i) above, payable in arrears in 62 equal quarter-annual instalments on September 30, December 30, March 30 and June 30 in each year commencing with September 30, 1973, an amount equal to 2.08500% of the Purchase Price of each such Unit.

The Lessor irrevocably instructs the Lessee to make, and the Lessee agrees to make, all the payments provided for in this Lease in immediately available funds (including but not limited to the payments required under § 7 hereof) for the account of the Lessor, c/o United States Trust Company of New York, 130 John Street, New York, N. Y. 10038 on or before 11 o'clock a. m. New York City time on the date upon which payments are due and payable. Such payments shall be applied by the Vendor to satisfy the obligations of the Lessor under the Security Documents due and payable on the date such payments are due hereunder and, so long as no event of default under the Security Documents shall have occurred and be continuing, any balance shall be paid to the Lessor.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Lessor under this Lease or under the Security Documents, including the Lessee's rights by subrogation under Article 8 thereof, or the Builder or the Vendor or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of

Model Lease

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

§ 4. *Term of Lease.* The term of this Lease as to each Unit shall begin on the date of the delivery to and acceptance by the Lessee of such Unit and, subject to the provisions of §§ 7, 10 and 13 hereof, shall terminate on the date on which the final quarter-annual payment of rent in respect thereof is due pursuant to § 3

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

§ 5. *Identification Marks.* § 5 of the Model Lease Provisions is herein incorporated as § 5 hereof.

§ 6 *Taxes.* § 6 of the Model Lease Provisions is herein incorporated by reference to § 6 hereof.

§ 7. *Payment for Casualty Occurrences; Insurance.* In the event that any Unit shall be or become worn out, lost, stolen, destroyed, or, in the opinion of the Lessor or the Lessee, irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called Casualty Occurrences) during the term of this Lease, the Lessee shall promptly and fully notify the Lessor and the Vendor with respect thereto. On the rental payment date next succeeding such notice, the Lessee shall pay to the Lessor the rental payment due and payable on such date plus a sum equal to the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment in accordance with the schedule set out below. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or complete destruction of such Unit) the Lessor shall be entitled to recover possession of such Unit.

incorporated as

The Casualty Value of each Unit as of any rental payment date shall be that percentage of the Purchase Price of such Unit as is set forth in the following schedule opposite such rental payment date:

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<u>Rental Payment Date</u>	<u>Percentage</u>	<u>Rental Payment Date</u>	<u>Percentage</u>
9/30/73	105.2971	3/30/81	66.8527
12/30/73	105.1122	6/30/81	65.4989
3/30/74	104.9272	9/30/81	64.1451
6/30/74	104.9517	12/30/81	62.6702
9/30/74	104.9761	3/30/82	61.1952
12/30/74	104.2246	6/30/82	59.7323
3/30/75	103.4731	9/30/82	58.2693
6/30/75	103.0511	12/30/82	56.6889
9/30/75	102.6290	3/30/83	55.1084
12/30/75	101.9450	6/30/83	53.5383
3/30/76	101.2610	9/30/83	51.9682
6/30/76	100.6547	12/30/83	50.2896
9/30/76	100.0483	3/30/84	48.6110
12/30/76	94.4715	6/30/84	46.9357
3/30/77	93.6931	9/30/84	45.2603
6/30/77	92.9147	12/30/84	43.4854
9/30/77	92.1363	3/30/85	41.7105
12/30/77	91.1408	6/30/85	39.9315
3/30/78	90.1453	9/30/85	38.1525
6/30/78	89.2080	12/30/85	36.3514
9/30/78	88.2706	3/30/86	34.5502
12/30/78	82.4278	6/30/86	32.6671
3/30/79	81.3454	9/30/86	30.7840
6/30/79	80.2630	12/30/86	28.8379
9/30/79	79.1805	3/30/87	26.8918
12/30/79	77.9283	6/30/87	24.9720
3/30/80	76.6761	9/30/87	23.0521
6/30/80	75.4602	12/30/87	21.0703
9/30/80	74.2442	3/30/88	19.0885
12/30/80	68.2065	6/30/88	17.7257
		9/30/88	16.3628
		12/30/88 and thereafter	15.0000

Except as hereinabove in this § 7 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the

risk of any Casualty Occurrence to any Unit after delivery to and acceptance thereof by the Lessee hereunder.

The Lessee will at all times while this Lease is in effect, at its own expense, cause to be carried and maintained insurance in respect of the Units at the time subject hereto, and public liability insurance in amount and against risks customarily insured against by railroad companies or similar equipment, and in any event in amounts and against risks comparable to those insured against by the Lessee on equipment owned by it and the benefits thereof shall be payable as provided in the Security Documents. Any net insurance proceeds as the result of insurance carried by the Lessee received by the Lessor in respect of Units suffering a Casualty Occurrence shall be deducted from the amounts payable by the Lessee to the Lessor in respect of Casualty Occurrences pursuant to this § 7. If the Lessor shall receive any such net insurance proceeds or condemnation payments after the Lessee shall have made payments pursuant to this § 7 without deduction for such net insurance proceeds or such condemnation payments, the Lessor shall pay such proceeds to the Lessee up to an amount equal to the Casualty Value with respect to a Unit paid by the Lessee and any balance of such proceeds shall remain the property of the Lessor.

§ 8. *Annual Reports.* § 8 of the Model Lease Provisions is herein incorporated as § 8 hereof.

§ 9. *Disclaimer of Warranties; Compliance with Documents and Rules; Maintenance; and Indemnification.* § 9 of the Model Lease Provisions is herein incorporated as § 9 hereof.

The Lessor and the Lessee represent and warrant to the Vendor, severally and not jointly, that neither the Lessor nor the Lessee nor any other person acting on their behalf has directly or indirectly offered any of the Certificates of Interest or any similar evidence of indebtedness for sale to, or solicited offers to buy any of the same from, or otherwise approached or negotiated with respect thereto with, anyone other than the Investors and not more than four other institutional investors.

§ 10. *Default.* If, during the continuance of this Lease, one or more of the following events (each such event being hereinafter sometimes called an Event of Default) shall occur:

A. default shall be made in payment of any part of the rental provided in § 3 hereof and such default shall continue for five days.



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

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

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

E. a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may hereafter be amended, shall be filed by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under the Security Documents and this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by

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such trustee or trustees, within 30 days after such appointment, if any or 60 days after such petition shall have been filed, whichever shall be earlier; or

(F) any warranty or representation in §17 hereof shall be or become untrue or incorrect:

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof including net after tax losses of Federal and state income tax benefits to which the Lessor would otherwise be entitled under this Lease; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rental for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the rentals which the Lessor reasonably estimates to be obtainable for the Unit during such period, such present value to be computed in each case on a basis of a rate of 3.25% per annum, discount, compounded quarterly, from the

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respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant, representation or warranty of this Lease other than for the payment of rental, and (iii) an amount which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States of America or any political subdivision thereof, calculated on the assumption that the Lessor's Federal, state and local taxes computed by reference to net income or excess profits are based on a 48% effective Federal tax rate and the highest effective state and local income tax and/or excess profit tax rates generally applicable to the Lessor, including therein the effect of any applicable surtax, surcharge and/or other tax or charge related thereto, and deducting from any such Federal tax 48% of the amount of any such state and local tax (such rates as so calculated being hereinafter in this Agreement called the Assumed Rates) shall be equal to the following:

(A) an amount equal to any portion of the 7% investment credit with respect to the Purchase Price of the Units as provided in Section 38 and related Sections of the Internal Revenue Code of 1954, as amended (hereinafter called the Investment Credit), lost, not claimed, not available for claim, disallowed or recaptured by or from the Lessor as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in § 17 or any other provision of the Lease or the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default; plus

(B) such sum as, in the reasonable opinion of the Lessor, will cause the Lessor's net return (taxes being calculated at the Assumed Rates) under this Lease to be equal to the net return (taxes being calculated at the Assumed Rates) that would have been available to the Lessor if the Lessor had been entitled to take a deduction (hereinafter called the Class Life Deduction) in respect of the depreciation of each Unit over an 11-year life down to a net depreciated value equal to 0% of the Purchase Price under regulations to be prescribed by the Secretary of the Treasury or his

delegate under Section 167(m) of the Internal Revenue Code of 1954, as amended, which Class Life Deduction was lost, not claimed, not available for claim, disallowed or recaptured in respect of a Unit as a result of (i) the failure of said Secretary to permit a Class Life Deduction to the extent described above, or (ii) the breach of one or more of the representations, warranties and covenants made by the Lessee in § 17 or any other provision of this Lease, or (iii) the termination of this Lease, the Lessee's loss of the right to use such Unit, or (iv) any action or inaction by the Lessor or (v) the sale or other disposition of the Lessor's interest in such Unit after the occurrence of an Event of Default; plus

(C) an amount equal to the interest and penalty assessed against the Lessor by the United States based on disallowance in whole or in part for any taxable year of the Investment Credit contemplated in paragraph (A) above or the Class Life Deduction contemplated in paragraph (B) above.

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

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

§ 11. *Return of Units Upon Default.* § 11 of the Model Lease Provisions is herein incorporated as § 11 hereof.

§ 12. *Assignment; Possession and Use.* § 12 of the Model Lease Provisions is herein incorporated as § 12 hereof.

§ 13. *Purchase and Renewal Options.* Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the



Lessee may by written notice delivered to the Lessor not less than six months prior to the end of the original term of this Lease or any extended term hereof, as the case may be, elect (a) to extend the term of this Lease in respect of all, but not fewer than all, of such Units then covered by this Lease, for one additional five-year period commencing on the scheduled expiration of the original term of this Lease at a "Fair Market Rental" payable in 20 quarter-annual payments on March 30, June 30, September 30, and December 30 in each year, commencing three months after the final quarter-annual rental payment for the original term is due and (b) to purchase all, but not fewer than all, the Units covered by this Lease at the end of the original or any extended term of this Lease for a purchase price equal to the "Fair Market Value" of such Units as of the end of such term.

Fair Rental Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. If on or before four months prior to the expiration of the term of this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Rental Value of the Units, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fees of the Appraiser shall be borne by the Lessee.

Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing buyer-user (other than (i) a lessee currently in possession and (ii) a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. If on or before four months prior to the

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

Upon payment of the purchase price, the Lessor shall upon request of the Lessee execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale (without representations or warranties except that such Units are free and clear of all claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under the Lessor) for such Units, and such other documents as may be required to release such Units from the terms and scope of this Lease and to transfer title thereto to the Lessee or such assignee or nominee, in such form as may reasonably be requested by the Lessee, all at the Lessee's expense.

§ 14. *Return of Units upon Expiration of Term.* § 14 of the Model Lease Provisions is herein incorporated as § 14 hereof.

§ 15. *Opinion of Counsel.* § 15 of the Model Lease Provisions is herein incorporated as § 15 hereof.

§ 16. *Recording; Expenses.* § 16 of the Model Lease Provisions is herein incorporated as § 16 hereof, except that the reference in the first sentence of the last paragraph thereof to the "Lessee" shall be deemed to be a reference to the "Lessor". The Lessee will pay the reasonable costs and expenses involved in the recording of this Lease.

§ 17. *Federal Income Taxes.* Lessee represents, warrants and agrees that the Lessor, as the owner of the Units, shall be entitled to such deductions, credits and other benefits as are provided by the Internal

Revenue Code of 1954, as amended from time to time, and the regulations thereunder (hereinafter called the Code) to an owner of property, including (without limitation) the Investment Credit and the Class Life Deduction (as defined in § 10 of this Lease), with respect to the Units and the Lessor shall be entitled to deductions for any interest payments made pursuant to the Security Documents.

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

Lessee represents, warrants and agrees that (i) none of the Units constitutes property the construction, reconstruction or erection of which was begun before April 1, 1971; (ii) at the time Lessor becomes the owner of the Units, the Units will constitute "new section 38 property" within the meaning of Section 48(b) of the Code and will not have been used by any person so as to preclude "the original use of such property" within the meaning of Section 167(c)(2) of the Code from commencing with Lessor; (iii) at all times during the term of this Lease, each Unit will constitute "Section 38 property" within the meaning of Section 48(a) of the Code; and (iv) at the time Lessor becomes the owner of the Units, and at all times during the term of this Lease, each Unit will constitute property eligible for the Class Life Deduction.

The rental in § 3 has been computed on the assumption that the asset depreciation period of the Units for Federal income tax purposes is 11 years, that the Units may be depreciated down to 0% of the Purchase Price over said 11-year period and that a 7% investment credit will be allowed with respect to the Purchase Price of the Units; in the event that Lessor shall not be permitted to use such period but shall be permitted to use an asset depreciation period of 12 years and elects to do so, the figure of 2.08500% in § 3 shall instead be deemed to be 2.10860% as of the commencement of the term of this Lease, and Lessee will pay to Lessor any difference in the two amounts, together with interest at the rate of 7.90% per annum from the date

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of each rental payment to the date of such payment plus interest and penalties, if any, assessed by the United States on any deficiency in Federal income taxes arising in whole or in part from the disallowance of such 11-year asset depreciation period; and in the event that Lessor shall not be permitted to use an asset depreciation period of 12 years, then the rental provided for in § 3 shall be increased to the extent necessary to cause Lessor's net return (taxes being calculated at the Assumed Rates) under this Lease to be equal to the net return (taxes being calculated at the Assumed Rates) that would have been available to the Lessor if it had been allowed to depreciate the Units over an 11-year life.

In the event an investment credit of 7% on the full Purchase Price of each Unit is disallowed in whole or in part by the United States, then, the rental payments provided in § 3 hereof shall be increased to the extent necessary to cause the Lessor's net return (taxes being calculated at the Assumed Rates) under this Lease to be equal to the net return (taxes being calculated at the Assumed Rates) that would have been available to the Lessor if the 7% investment credit had been allowed in full.

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

§ 19. *Notices.* Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first-class postage prepaid, addressed as follows:

(a) if to the Lessor, at c/o First National Bank in St. Louis, 510 Locust Street, St. Louis, Missouri 63101, Attn: Ronald D. Prasse, Vice President.

(b) if to the Lessee, at 210 North Thirteenth Street, St. Louis, Missouri 63103

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

§ 20. *Severability; Effect and Modification of Lease.* Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and of the Lessee.

§ 21. *Execution.* This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Although this Lease is dated as of January 10, 1973, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

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

THE FIRST NATIONAL LEASING COMPANY,

by RONALD D. PRASSE
Authorized Agent

MISSOURI PACIFIC RAILROAD COMPANY,

by M. M. HENNELLY
Vice President

[CORPORATE SEAL]

Attest:

G. P. STRELINGER
Assistant Secretary

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.:

On this 19th day of January, 1973, before me appeared Ronald D Prasse, to me personally known, who being by me duly sworn, did say that he is the authorized agent of The First National Leasing Company, a partnership under the laws of the State of Missouri, and that said instrument was signed on behalf of said partnership by authority of said partnership, and said Ronald D. Prasse acknowledged the said instrument to be the free act and deed of said partnership.

IN WITNESS WHEREOF I have affixed my hand and seal in the city and state as aforesaid, on the day and year first above stated.

CATHERINE T. BEERMANN
Notary Public

CATHERINE T BEERMANN
Notary for the City of St. Louis
and adjoining Counties

[NOTARIAL SEAL]

My Commission Expires March 31, 1975.

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.:

On this 19th day of January, 1973, before me personally appeared M. M. HENNELLY, to me personally known, who, being by me duly sworn, says that he is a Vice President of MISSOURI PACIFIC 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

R. C. MASON
Notary Public

R C MASON
Notary Public, City of St. Louis, Mo.

[NOTARIAL SEAL]

My Commission Expires September 28, 1974.

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Schedule A
to Lease

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Unit Base Price	Total Base Price	Estimated Time and Place of Delivery
2000 H P. G. P.-38-2 E-MID Locomotives	No. 8090 dated January 3, 1972, as amended by specification No. 8090-3, dated January 3, 1972	La Grange, Illinois	37	MP 923-959	\$251,200	\$9,294,400	June, 1973 at McCook, Ill
2250 H P. Model U-23-B GE Locomotives	No. 3530-A dated April 1971	Eric, Pa.	7	MP668-674	262,331	1,836,317	Jan. 1973 at Eric, Pa.
			44			\$11,130,717	

MODEL LEASE PROVISIONS

MODEL LEASE PROVISIONS

§ 2 *Delivery and Acceptance of Units.* The Lessor will cause each Unit to be delivered to the Lessee at the point or points within the United States of America at which such Unit is delivered to the Lessor under the Security Documents. Upon such delivery, the Lessee will cause an inspector of the Lessee to inspect the same, and if such Unit is found to be acceptable, to accept delivery of such Unit and execute and deliver to the Lessor a certificate of acceptance and delivery (hereinafter called the Certificate of Delivery), stating that such Unit has been inspected and accepted on behalf of the Lessee on the date of such Certificate of Delivery and is marked in accordance with § 5 hereof, whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease.

§ 5. *Identification Marks.* The Lessee will cause each Unit to be kept numbered with the identifying number set forth in Schedule A hereto, or in the case of any Unit not there listed such identifying number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the name of the Vendor followed by the words "Agent, Security Owner" or other appropriate words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Lessor's and Vendor's title to and property in such Unit and the rights of the Lessor under this Lease and of the Vendor under the Security Documents. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such name and words shall have been so marked on both sides thereof and will replace promptly any such name and words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with the Vendor and the Lessor and filed, recorded and deposited by the Lessee in all public offices where this Lease and the Security Documents shall have been filed, recorded and deposited.

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

§ 6. *Taxes.* All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, federal, or foreign taxes (other than any United States federal income tax [and, to the extent that the Lessor receives credit therefor against its United States federal income tax liability, any foreign income tax] payable by the Lessor in consequence of the receipt of payments provided for herein and other than the aggregate of all state or city income taxes or franchise taxes measured by net income based on such receipts, up to the amount of any such taxes which would be payable to the state and city in which the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called impositions) hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Security Documents, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or upon the Lessor solely by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of the Lessor or result in a lien upon any such Unit; *provided, however*, that the Lessee shall be under no obligation to pay any impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the

Lessor, adversely affect the title, property or rights of the Lessor hereunder or under the Security Documents. If any impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of an invoice therefor.

In the event that the Lessor shall become obligated to make any payment to the Builder or the Vendor or otherwise pursuant to Article 6 of the Security Documents not covered by the foregoing paragraph of this §6, the Lessee shall pay such additional amounts (which shall also be deemed impositions hereunder) to the Lessor as will enable the Lessor to fulfill completely its obligations pursuant to said Article 6.

In the event any reports with respect to impositions are required to be made, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Vendor in such Units or notify the Lessor and the Vendor of such requirement and make such reports in such manner as shall be satisfactory to the Lessor and the Vendor.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any imposition, pursuant to this §6, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by the Lessee.

§ 8. *Annual Reports.* On or before March 31 in each year, commencing with the calendar year which begins after the expiration of 120 days from the date of this Lease, the Lessee will furnish to the Lessor and the Vendor an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units then leased hereunder and covered by the Security Documents, the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year (or since the date of this Lease in the case of the first such statement) and such other information regarding the condition and state of repair of the Units as the Lessor or the Vendor may reasonably request and (b) stating that, in the case of all Units repainted or repaired during the period covered by such statement, the numbers and the markings required by §5 hereof and Article 10 of the Security Documents have been preserved or replaced. The Lessor shall have the right by its agents, to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the continuance of this Lease.

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§ 9. *Disclaimer of Warranties; Compliance with Laws and Rules, Maintenance; Indemnification.* The Lessor makes no warranty or representation, either express or implied, as to the design or condition of, or as to the quality of the material, equipment or workmanship in, the Units delivered to the Lessee hereunder, and the Lessor makes no warranty of merchantability or fitness of the Units for any particular purpose or as to title to the Units or any component thereof, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for account of the Lessor and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Lessor may have, as Vendee, under the provisions of Article 14 of the Security Documents. The Lessee's delivery of a Certificate of Delivery shall be conclusive evidence as between the Lessee and the Lessor that all Units described therein are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Lessor and the Vendor, to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Unit) with all laws of the jurisdictions in which its operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration of any Unit, or in the event that any equipment or appliance on any such Unit shall be required to be changed or replaced, or in the event that any additional or other equipment or appliance is required to be installed on any such Unit in order to comply with such laws or rules, the Lessee will make such alterations, changes, replacements and additions at its own expense; *provided, however,* that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor or the Vendor, adversely affect the property or rights of the Lessor or the Vendor under this Lease or under the Security Documents.

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

Any and all additions to any Unit (except, in the case of any Unit which is a locomotive, communications, signal and automatic control equipment or devices having a similar use which have been added to such Unit by the Lessee, the cost of which is not included in the Purchase Price of such Unit and which are not required for the operation or use of such Unit by the Interstate Commerce Commission, the Department of Transportation or any other applicable regulatory body), and any and all parts installed on and additions and replacements made to any Unit shall constitute accessions to such Unit and, at the cost and expense of the Lessee, full ownership thereof free from any lien, charge, security interest or encumbrance (except for those created by the Security Documents) shall immediately be vested in the Lessor and the Vendor as their respective interests appear in the Unit itself.

The Lessee agrees to indemnify, protect and hold harmless the Lessor and the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of the Security Documents or this Lease, the ownership of any Unit, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Unit or any accident in connection with the operation, use, condition, possession, storage or return of any Unit resulting in damage to property or injury or death to any person, except as otherwise provided in § 16 of this Lease. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease.

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

§ 11. *Return of Units Upon Default.* If this Lease shall terminate pursuant to § 10 hereof, the Lessee shall forthwith deliver possession of the

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Units to the Lessor. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

(a) forthwith place such Units upon such storage tracks of the Lessee as the Lessor reasonably may designate;

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

(c) transport the same to any place on the lines of railroad operated by the Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

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

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this § 11, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

§ 12. *Assignment; Possession and Use.* This Lease shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder (including, but not limited to, the rights under §§ 6, 7 and 10 and the rights to receive the rentals payable under this Lease) shall inure to the benefit of the Lessor's assigns (including the partners or any beneficiary of any such assignee if such assignee is a partnership or a trust, respectively). Whenever the term Lessor is used in this Lease it shall apply and refer to each such assignee of the Lessor.

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

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

Nothing in this § 12 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any railroad corporation incorporated under the laws of any state of the United States of America or the District of Columbia (which shall have duly assumed the obligations of the Lessee hereunder and under the Security Documents) into or with which the Lessee shall have

become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety, provided that such assignee or transferee will not, upon the effectiveness of such merger or consolidation, be in default under any provision of this Lease.

§ 14. *Return of Units upon Expiration of Term.* As soon as practicable on or after the expiration of the term of this Lease with respect to any Unit the Lessee will (unless the Unit is sold to the Lessee), at its own cost and expense, at the request of the Lessor, deliver possession of such Unit to the Lessor upon such storage tracks of the Lessee as the Lessee may designate or, in the absence of such designation, as the Lessor may select, and permit the Lessor to store such Unit on such tracks for a period not exceeding three months and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the Lessee, or to any connecting carrier for shipment, all as directed by the Lessor; the movement and storage of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of such Unit, to inspect the same; *provided, however*, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. If Lessor shall elect to abandon any Unit which has suffered a Casualty Occurrence or which after the expiration of this Lease the Lessor shall have deemed to have suffered a Casualty Occurrence, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice. The Lessor shall execute and deliver to the Lessee a bill of sale or bills of sale transferring to the Lessee, or upon its order, the Lessor's title to and property in any Unit abandoned by it pursuant to the immediately preceding sentence. The Lessee shall have no liability to the Lessor in

respect of any Unit abandoned by the Lessor after termination of the Lease: *provided, however,* that the foregoing clause shall not in any way relieve the Lessee of its obligations pursuant to § 7 hereof to make payments equal to the Casualty Value of any Unit experiencing a Casualty Occurrence while this Lease is in effect.

§ 15. *Opinion of Counsel.* On each Closing Date (as defined in the Security Documents), the Lessee will deliver to the Lessor two counterparts of the written opinion of counsel for the Lessee, addressed to the Lessor and the Vendor, in scope and substance satisfactory to the Lessor, the Vendor and their respective counsel, to the effect that:

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

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

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

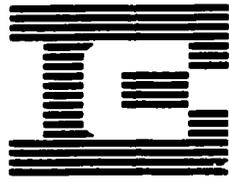
D. no approval is required from any public regulatory body with respect to the entering into or performance of the Security Document or this Lease;

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

F. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interests therein of the Lessee, now attaches or hereafter will attach to the Units or in any manner affects or will affect adversely the Vendor's or Lessor's right, title and interest therein *provided, however,* that such liens may attach to the rights of the Lessee hereunder in and to the Units.

§ 16. *Recording; Expenses.* The Lessee will cause this Lease, the Security Documents and any assignment hereof or thereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Lessee will undertake the filing, registering, deposit, and recording required of the Lessor under the Security Documents and will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, re-register, deposit and re-deposit or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Vendor for the purpose of proper protection, to their satisfaction, of the Vendor's and the Lessor's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the Security Documents or the assignment thereof to the Vendor; and the Lessee will promptly furnish to the Vendor and the Lessor evidences of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Vendor and the Lessor. This Lease and the Security Documents shall be filed and recorded with the Interstate Commerce Commission prior to the delivery and acceptance hereunder of any Unit.

The Lessee will pay the reasonable costs and expenses involved in the preparation and printing of this Lease. The Lessor and the Lessee will each bear the respective fees and disbursements, if any, of their respective counsel.



**International
Capital
Equipment Limited**

**EQUIPMENT PURCHASE
AGREEMENT**

SELLER'S EXECUTED COPY

SELLER: TXL Astra Corporation VI
FUNDING SOURCE: The Philadelphia Saving Fund Society
**EQUIPMENT PURCHASE
AGREEMENT NUMBER:** 1501481
DATE: January 21, 1985

Address inquiries to:
INTERNATIONAL CAPITAL EQUIPMENT, INC.
401 N. MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611 312/329-9800

**INTERNATIONAL CAPITAL EQUIPMENT LIMITED
HAMILTON, BERMUDA**

EPA NUMBER 1501481

**Equipment Purchase Agreement
Purchase Provisions — Part I**

(Form 4821-F)

This Part I and each Part II which is from time to time attached hereto and executed by International Capital Equipment Limited and by the Seller named in Item 1 of each such Part II together constitute the above numbered Equipment Purchase Agreement (hereinafter called the "Equipment Purchase Agreement"). If more than one Part II is so attached, each such Part II shall together with this Part I be deemed a separate agreement (each of which is hereinafter in this Part I called this "Agreement"). Certain of the terms used in this Part I are defined in Part II.

**INTERNATIONAL CAPITAL EQUIPMENT LIMITED,
a company incorporated under the laws of the
Islands of Bermuda (hereinafter called "ICE"),**

AGREES with the Seller named in Part II of this Equipment Purchase Agreement, in consideration of the Commitment Fee paid or to be paid to ICE, in reliance upon the statements of Seller in such Part II and subject to the terms and conditions of this Agreement, to purchase all, but not less than all, the tangible personal property identified in such Part II, Item 2 (hereinafter called the "Equipment") at any date specified in such Part II, Item 4 at the price specified in such Part II, Item 5 for said date (hereinafter called the "Purchase Price").

1. SELLER'S OBLIGATIONS

1.1 Seller shall pay to ICE the full sum set forth in such Part II, Item 9 as the Commitment Fee, payment to be made on or prior to the date or dates specified in said Item 9 except as hereinafter provided. Seller shall not be entitled to any refund of the Commitment Fee or any portion thereof.

1.2 Seller shall, if it desires to require ICE to purchase the Equipment, send to ICE a completed notice of delivery in the form attached hereto as Exhibit A (hereinafter called the "Notice of Delivery") so that it is received by ICE at least the number of days specified in such Part II, Item 7 as the Advance Notice Requirement prior to the date on which Seller shall deliver the Equipment in accordance with this Agreement. The Notice of Delivery shall specify the "Delivery Date" (which shall be the date on which Seller shall deliver the Equipment pursuant to Paragraph 1.5 hereof, which date shall be a number of days as provided in such Part II, Item 7 prior to a Purchase Date described in such Part II, Item 4) Nothing herein contained shall be construed so as to obligate Seller to require ICE to purchase the Equipment until such time as Seller shall have given the Notice of Delivery.

1.3 Seller shall, upon sending the Notice of Delivery, and at other times during the term of this Agreement as may be reasonably requested by ICE, permit ICE, through its employees, agents, contractors or other representatives, to inspect the Equipment at any reasonable time and from time to time prior to its delivery hereunder.

1.4 Seller shall, without cost to ICE, service, repair and recondition the Equipment so that, at the time of delivery thereof pursuant to Paragraph 1.5 hereof, the Equipment shall be in good working condition, repair and appearance and shall meet all the specifications of the manufacturer of the Equipment and such other requirements as are specified in such Part II, Item 10 (all of which provisions are hereinafter collectively referred to as the "Prescribed Delivery Condition"). If Seller is unable to deliver the Equipment in the Prescribed Delivery Condition, Seller may, upon giving notice thereof so that it is received by ICE not less than seven (7) days prior to the Delivery Date, either (a) postpone the Delivery Date by the number of days specified in said notice, which shall not be more than ~~thirty (30) days~~ (the date to which the Delivery Date is so extended is hereinafter called the "Extended Delivery Date"), or (b) deliver the Equipment pursuant to Paragraph 1.5 hereof on the Delivery Date with authorization, satisfactory to ICE, so that ICE may arrange to service, repair and recondition the Equipment so as to put it in the Prescribed Delivery Condition, all on behalf of and at the expense of Seller and all prior to purchase of the Equipment by ICE. In the event that ICE shall undertake to put the Equipment in the Prescribed Delivery Condition, then the Purchase Date shall be extended until such time as ICE shall have put the Equipment in the Prescribed Delivery Condition, which time shall become the "Extended Purchase Date" if, after using reasonable efforts, ICE is unable for any reason to put the Equipment in the Prescribed Delivery Condition, Seller shall be conclusively deemed to have breached its obligation to deliver the Equipment in the Prescribed Delivery Condition, and Seller shall reimburse ICE, on demand, for expenses paid or incurred by ICE in connection therewith. Upon receipt of such reimbursement together with the written request of Seller, ICE shall return the Equipment to Seller at Seller's expense. Notwithstanding the foregoing, ICE may refuse to undertake to put the Equipment in the Prescribed Delivery Condition if, in the opinion of ICE, the condition of Equipment is such that either the cost of doing so would exceed the applicable Purchase Price or it is otherwise not economically feasible to do so.

1.5 Seller shall, on the Delivery Date, or the Extended Delivery Date if applicable, at Seller's sole cost and expense deliver the Equipment to the Delivery Location specified in such Part II, Item 8 if, however, ICE shall give notice so that it is received by Seller at least seven (7) days prior to the ~~Shipment Date specified in the Notice of Delivery~~, of a

different location (which, upon Seller's receipt of such notice, shall be deemed to be the Delivery Location) for delivery of the Equipment, then Seller shall deliver the Equipment to such alternate location, provided, that Seller shall not be required to pay that portion, if any, of the cost of such delivery which exceeds the cost of delivery to the Delivery Location set forth in such Part II, Item 8. All costs in any way related to the Equipment, including storage costs, and all risks of loss with respect to the Equipment, shall be borne by Seller up to the time that title to the Equipment passes to ICE as set forth in the bill of sale referred to below.

1.6 Seller shall, on a Purchase Date, or Extended Purchase Date if applicable, deliver to ICE a bill of sale for the Equipment properly completed, executed and dated as of such Purchase Date, or Extended Purchase Date if applicable, in the form attached hereto as Exhibit B, together with all documents, instruments and other things as shall be necessary to transfer good and marketable title to the Equipment to ICE free and clear of all liens, claims and encumbrances of any kind whatsoever Seller shall, in fact, have the title specified in such bill of sale and shall, in such bill of sale, (a) warrant to ICE that Seller is the sole and absolute owner of the Equipment and all interests therein, free and clear of all liens, security interests, leases, rental contracts and encumbrances of any nature, and (b) agree to indemnify and defend ICE, its successors in title and assigns, from and against any claims of others with respect to the Equipment or otherwise arising from Seller's breach of its warranty of title. Seller shall also provide such evidence as ICE may reasonably require that Seller has such clear title and the power and authority to make such transfer.

1.7 ~~Seller shall cause any lease or rental contract or financing agreement referred to in such Part II, any other lease or rental contract or financing agreement relating to the Equipment and any modification thereof to contain the use, maintenance and related requirements set forth in such Part II, Item 11. Seller shall give notice promptly to ICE of any modification of the provisions of any such lease or rental contract or financing agreement, including any extension of the term thereof.~~

1.8 In the event of the loss, theft, destruction, condemnation or taking of any unit of the Equipment which is not replaced in accordance with the provisions of the applicable lease, rental contract or financing agreement referred to in such Part II, or any other event as a result of which any such unit will not be in existence and owned by Seller at the Purchase Date or Extended Purchase Date, Seller shall promptly give notice thereof to ICE, and such unit shall be deleted from the Equipment, whereupon the Purchase Price shall be reduced by the Casualty Value for such unit of Equipment set forth in such Part II, Item 2.

2. FAILURE TO COMPLY AFTER SENDING NOTICE OF DELIVERY

~~Seller shall send to ICE a Notice of Delivery and subsequently shall fail to deliver the Equipment not less than the number of days specified in such Part II, Item 7 as the Advance Delivery Requirement prior to the last Purchase Date specified in such Part II, Item 4, then Seller shall pay to ICE an amount equal to twenty-five percent (25%) of the Purchase Price set forth in such Part II, Item 5 which ICE would have been required to pay had the Equipment been delivered on the Delivery Date set forth in said Notice of Delivery in the Prescribed Delivery Condition. Such payment shall be deemed to be reimbursement to ICE for its inspection, marketing, administrative and other expenses with respect to its anticipated purchase of the Equipment and shall be in addition to Seller's obligation to reimburse ICE for expenses pursuant to Paragraph 1.4 hereof.~~

3. ICE'S OBLIGATIONS

3.1 ICE shall, within seven (7) days after the Delivery Date, or the Extended Delivery Date if applicable (or such later date that the Equip-

ment is actually delivered, if ICE shall in its sole discretion elect by written notice to Seller to treat this Agreement as not terminated by virtue of such late delivery), inspect the Equipment and send an inspection report to Seller. Such report shall state deficiencies, if any, in the condition of the Equipment which require correction in order to put it in the Prescribed Delivery Condition, provided that ICE shall not be obligated to state in such report deficiencies which a reasonable inspection of the Equipment would not disclose.

3.2. ICE may, in its discretion, as soon as practical after receiving the Notice of Delivery of the Equipment and prior to shipment of the Equipment to the Delivery Location, make a preliminary inspection of the Equipment at the Inspection and Shipping Point specified in such Part II, Item 6, and in such event ICE shall send a preliminary inspection report to Seller. This preliminary report shall constitute only informal advice to Seller and shall in no way replace the full inspection after delivery of the Equipment to the Delivery Location.

~~3.3 ICE shall cause Seller, its employees, agents and contractors to be provided access to the Equipment at the Delivery Location in order to service or make necessary repairs to the Equipment prior to Purchase Date permitted by such Part II, Item 4. If, in the opinion of ICE, such service or repairs require a special environment or extensive facilities or might cause damage at the Delivery Location, then Seller shall remove the Equipment to perform such repairs or service. Seller shall indemnify and save harmless ICE, its officers, agents, employees and contractors from and against any claims, demands, damages, liabilities, costs and expenses (including court costs and attorneys' fees) paid or incurred as the result of any act, failure to act or occurrence arising out of, or in any way connected with, the activities of Seller, its employees, agents or contractors, at the Delivery Location or at any location to which the Equipment is so removed. Neither such service or repairs by Seller at the Delivery Location nor any such removal of the Equipment from the Delivery Location shall affect the obligation of Seller to deliver the Equipment in the Prescribed Delivery Condition to the Delivery Location not less than the number of days specified in such Part II, Item 7 as the Advance Delivery Requirement prior to the last Purchase Date specified in such Part II, Item 4.~~

3.4. ICE shall, if requested and authorized by Seller in accordance with Paragraph 1.4 hereof, undertake to service, repair and recondition the Equipment so as to put the Equipment in the Prescribed Delivery Condition, subject, however, to the terms and conditions of Paragraph 1.4 ICE may undertake the same itself or through its agents or contractors and at any facilities deemed by ICE to be appropriate.

3.5. ICE shall, if Seller has given a Notice of Delivery and delivered the Equipment and requisite documents, all in accordance with the applicable provisions of this Agreement, and the Equipment is in the Prescribed Delivery Condition, pay to Seller on the applicable Purchase Date or Extended Purchase Date the Purchase Price (subject to the provisions of the following sentence) set forth in such Part II, Item 5 for such Purchase Date or Extended Purchase Date less (a) all expenses paid or incurred by ICE pursuant to the immediately preceding Paragraph 3.4 and (b) any other sums which may be due to ICE from Seller pursuant to this Agreement. ~~In the event that the Equipment is delivered pursuant to this Agreement in the Prescribed Delivery Condition, the Purchase Price applicable to the date on which the Equipment was so delivered shall be the Purchase Price payable pursuant to the preceding sentence.~~

4. ASSIGNMENT

~~4.1 Seller may assign this Agreement only as security in a financing transaction in connection with the assignment to a bank, trust company, insurance company or other financial institution, of the Lease, Rental Contract, Security Agreement or Chattel Mortgage referred to in such Part II relating to the Equipment, provided that (a) Seller shall give to ICE at least thirty (30) days' prior notice of any such assignment, (b) Seller shall provide ICE with such information relating to such assignment as ICE shall request, (c) any assignee shall agree to be bound by the terms of this Agreement, and (d) no such assignment shall relieve Seller from any of its obligations hereunder, but Seller shall remain primarily obligated to ICE with respect hereto.~~

4.2. Seller shall not otherwise assign this Agreement or any interest herein without having received the prior written consent of ICE to such assignment. Such consent shall not be unreasonably withheld, provided that ICE shall not be required to give any consent if, in the opinion of ICE, the transaction with respect to which such consent is requested would adversely affect the interests of ICE.

5. HOSTILITIES

5.1 Notwithstanding anything to the contrary contained in this Agreement, ICE shall not be obligated to purchase the Equipment if there shall be a war, revolution or other armed hostilities in the area

of the Delivery Location on the Purchase Date, or Extended Purchase Date if applicable, unless Seller shall promptly deliver the Equipment to an alternate location reasonably acceptable to ICE in the continental United States free of such hostilities.

5.2. If ICE does not purchase the Equipment as a result of the exercise of its rights pursuant to Paragraph 5.1 hereof, then ICE shall, as liquidated damages to Seller, forthwith return to Seller any and all portions of the Commitment Fee plus interest at the rate of six percent (6%) per annum for the period the Commitment Fee was held by ICE.

6. MISCELLANEOUS

6.1 Seller and ICE jointly acknowledge that any purchase of the Equipment by ICE hereunder will be for the purpose of resale thereof. Seller shall, upon demand, reimburse ICE for (a) the amount of any sales, use or similar tax incurred by or imposed upon ICE in connection with the purchase of the Equipment from Seller, (b) the amount of any excise, personal property or similar tax incurred by or imposed upon ICE by virtue of Seller's ownership of the Equipment prior to the Purchase Date, or the Extended Purchase Date if applicable, and (c) any other taxes whatsoever incurred by or imposed upon ICE in any way arising from this Agreement or the transactions contemplated hereby, with the exception only of taxes imposed on ICE upon income earned under this Agreement or related to ICE's ownership, use, rental or resale of the Equipment.

6.2 If Seller shall fail to pay any Commitment Fee hereunder within thirty (30) days after such Commitment Fee is due, then ICE may terminate this Agreement by notice to Seller.

6.3. All notices given hereunder shall be in writing, shall be sent by Certified Mail, return receipt requested, by telex or telegram or by personal delivery to ICE and Seller at the respective address specified in such Part II (or such other address as ICE or Seller shall direct in such a notice to the other), and shall be deemed given only when received.

6.4. This Agreement has been negotiated by the parties with a view toward its interpretation under, and shall be governed by, the laws of the State of Illinois, U.S.A.

6.5 This Agreement shall inure to the benefit of and shall bind the successors and assigns of ICE and the successors and permitted assigns of Seller.

6.6 This Agreement shall be for a term commencing with the execution of such Part II by both ICE and Seller in the manner hereinafter provided and ending at 11:59 p.m., Hamilton, Bermuda time, on the later of (a) the last Purchase Date specified in such Part II, Item 4 or (b) the Extended Purchase Date established in accordance with this Agreement.

6.7. Time is of the essence of this Agreement.

6.8 All rights and remedies of ICE and Seller shall be cumulative. No failure or delay in enforcing any right or remedy shall constitute a waiver thereof, and no waiver of any of the terms hereof shall be effective unless in writing and signed by the party sought to be bound. A waiver of any term hereof shall not be construed as a waiver of any other term, or as a waiver of any subsequent breach of the same or any other term, of this Agreement.

6.9. This Agreement, including any amendments executed by ICE and Seller and attached hereto, constitutes the entire understanding between ICE and Seller relating to the obligations of ICE to purchase the Equipment. No promises, covenants or representations of any character or nature, other than those expressly stated herein, have been made to induce either ICE or Seller to enter into this Agreement.

6.10. This Agreement shall be binding upon ICE only when accepted on such Part II by a duly authorized signatory of ICE on its behalf and only if this Agreement shall have been accepted on such Part II by a duly authorized officer of Seller on its behalf and, within thirty (30) days following delivery of this Agreement to Seller, return to ICE together with the required Commitment Fee. If this Agreement shall not be accepted by an officer of Seller within the applicable period and ICE shall not have waived such late acceptance, ICE shall, on demand, return to Seller all Commitment Fees received by ICE.

6.11 The headings and captions appearing in the Equipment Purchase Agreement are for convenience only and shall be deemed not to modify or affect the meaning or interpretation of the provisions of the Equipment Purchase Agreement.

INTERNATIONAL CAPITAL EQUIPMENT LIMITED

By Robert G. Clark, President

ITEM 6. Location(s) of Equipment (Inspection and Shipping Point(s)):

The railroad lines of the Missouri Pacific Railroad Company.

ITEM 7. Advance Notice/Delivery Requirements:

Notice of Delivery shall be received by ICE not less than 120 days prior to Delivery Date, and Delivery Date shall be not less than 7 days, nor more than 14 days, prior to applicable Purchase Date.

ITEM 8. Delivery Location: The storage tracks of the Missouri Pacific Railroad Company or such other reasonable location as specified by ICE and that the User has agreed to under Section 14 of the Lease of Railroad Equipment, dated as of January 10, 1973 between Missouri Pacific Railroad Company, as Lessee, and The First National Leasing Company, as Lessor (the "Lease").

ITEM 9. Commitment Fee: \$358,750.00

Payment Date(s): Due upon delivery of this Agreement.

ITEM 10. Prescribed Delivery Condition—Additional Requirements:

1. Seller shall provide ICE with written evidence from an authorized Inspection Agent for the Equipment, to be specified by ICE and approved by Seller, that he has inspected the Equipment and that in his opinion the Equipment complies with the applicable interchange standards set for such Equipment by the Association of American Railroads, the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the use, maintenance and operation of the Equipment, and that the Equipment is in the condition required under Sections 9 and 14 of the Lease.

2. Seller will make available to ICE any free storage to which it is entitled to under the Lease.

ITEM 11. Use, Maintenance and Related Requirements:

1. Seller agrees that during the term of the Lease it will use its best efforts to enforce the terms of the Lease, as permitted in the Lease, affecting use, maintenance and related requirements which could affect the value of the equipment including:

- a. User will maintain and keep each unit of Equipment in good order and repair as provided for under Section 9 of the Lease.
- b. No modification of the Equipment by User will be permitted, except as provided for in Section 9 of the Lease, without ICE's prior approval. Seller, when granting its approval under Section 9 of the Lease, shall consult with ICE.
- c. It will review any data, records, tests, reports and such other information regarding the condition and state of repair of the units of Equipment received from the User or requested under Sections 8 and 9 of the Lease, and will furnish ICE with copies received from the User.
- d. It will not permit changes to be made in the Lease on such matters which would affect the Equipment's use, maintenance, inspection, return or condition as specified in Sections 8, 9, 12 and 14 of the Lease.

If Seller should fail to enforce these provisions of the Lease, and if in the opinion of the inspector provided for in Item 10, the Equipment's value has been reduced because of such failure to enforce these provisions, ICE will nevertheless be obligated to purchase the Equipment under the terms of this EPA, however, the Purchase Price shall be lowered to reflect the reduced value described in this paragraph.

2. Seller will use its best efforts to arrange for ICE to inspect the Equipment and records as its agent at such reasonable times that ICE may request in writing to Seller.

APPROVALS AND ACCEPTANCE:

SELLER: TXL ASTRA CORPORATION VI

INTERNATIONAL CAPITAL EQUIPMENT
LIMITED

By: Jan Sidorz

By: [Signature]
Authorized Signatory

Title: Vice President

Date: _____

Date: January 21, 1985

Send Acceptance and Notices to:
INTERNATIONAL CAPITAL EQUIPMENT LIMITED
c/o International Capital Equipment, Inc.
401 North Michigan Avenue
Suite 2540
Chicago, Illinois 60611
Telex: 910-221-0324

Note to Seller: Copies of any of the executed version (including all exhibits, schedules and attachments) of the following documents which have been checked should be returned to ICE with the executed copy of this Part II:

____ Manufacturer's/Vendor's Delivery Specifications, ____ Original Purchase Order,
____ Acceptance Report or Survey, ____ Certificate of Acceptance, X Lease or
Rental Contract or Financing Agreement, ____ Security Agreement or Chattel Mortgage,
____ (Other) _____.

Copyright 1982 by International Capital Equipment Limited

ATTACHMENT

EPA Unit Value

<u>MODEL #</u>	<u>UNIT VALUE</u>
GP-38-2	\$130,000
U23-B	45,000

INTERNATIONAL CAPITAL EQUIPMENT, LIMITED
c/o International Capital Equipment, Inc
401 North Michigan Avenue, Suite 2540
Chicago, Illinois 60611

NOTICE OF DELIVERY

In accordance with Schedule _____ to Equipment Purchase Agreement No _____, the undersigned Seller hereby gives you notice that it intends to deliver the Equipment described below for sale to you as follows

<u>Model No</u>	<u>Description</u>	<u>Serial No</u>	<u>Shipment Date</u>	<u>Delivery Date (as permitted by such Part II, Item 7)</u>
-----------------	--------------------	------------------	----------------------	---

The Equipment may be inspected at _____ during normal operating hours prior to shipment. The Equipment will be delivered at the Delivery Location specified in such Part II, Item 8, or such other place(s) that is mutually agreed upon unless we receive notice from you of an alternate Delivery Location at least seven (7) days prior to the Shipment Date(s) specified above

Seller: _____

By _____

Title _____

Date _____

BILL OF SALE

For valuable consideration, the receipt of which is hereby acknowledged, _____, a corporation ("Seller"), having offices at _____, hereby sells, assigns and transfers unto International Capital Equipment, Inc. ("INC"), having offices at 401 North Michigan Avenue, Chicago, Illinois 60611, all right, title and interest in and to all of the equipment listed and described below (the "Equipment") for the price shown.

<u>(1) Quantity</u>	<u>Description</u>	<u>Serial No.</u>	<u>Purchase Price</u>
---------------------	--------------------	-------------------	-----------------------

(2) Risk of loss shall pass to INC upon acceptance by INC of this Bill of Sale.

(3) Seller hereby represents and warrants to INC that Seller is the sole and absolute owner of the Equipment and all interests therein, that the Equipment is free and clear of all liens, security interests, leases, rental contracts and encumbrances of any nature, and that Seller has full right, power and authority to sell the Equipment and to make this Bill of Sale. Seller agrees to indemnify and defend INC, its successors in title and assigns, from and against any claims of others with respect to the Equipment or otherwise arising from Seller's breach of this warranty of title.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed and sealed in its name by its officers thereunto duly authorized this ____ day of _____, 19____

Seller

ATTEST

Secretary

By _____

President

EXHIBIT C TO EPA #1501481

Transaction Documentation

In accordance with Section 1.6 of the Part I Schedule to the Equipment Purchase Agreement, and in addition to those obligations imposed in 1.6 (a) and 1.6 (b), and in fulfillment of Seller's duty to provide additional evidence to ICE of Seller's clear title and power and authority to make such transfer only the following documents:

- 1) Purchase and Sale Agreement and the documents delivered thereby.

Seller agrees to use best efforts to provide other future documents in its possession which ICE may reasonably request relating to the Equipment's title.

TXL ASTRA CORPORATION VI

INTERNATIONAL CAPITAL EQUIPMENT
LIMITED

By: Jay Sedors

By: M. J. C.

Title: Vice President

Title: Exec. Vice President

INTERNATIONAL CAPITAL EQUIPMENT LIMITED
PARKSIDE BUILDING, PARK ROAD
HAMILTON 5, BERMUDA
809-292-0943

(Form 1843-A)

January 21, 1985

The Philadelphia Saving Fund Society
1234 Market Street
Philadelphia, PA 19107

RE: Equipment Purchase Agreement Number 1501481

Seller: TXL Astra Corporation VI

Gentlemen:

In connection with our above referenced Equipment Purchase Agreement (the EPA) which has been assigned to you and to which assignment we hereby consent, we agree that during such time as you are relying on ICE's obligation under this EPA:

1. In order to facilitate purchase of the equipment covered by the EPA (Equipment), ICE appoints International Capital Equipment, Inc., an Illinois Corporation and any successor to it incorporated in the United States of America (INC) as its agent for that purpose. ICE hereby covenants that for such time as its obligations under the EPA remain effective, it will maintain the corporate existence of INC; it will cause INC to maintain an office in Illinois; it will provide funds to INC in the amount of the Purchase Price promptly following receipt of a Notice of Delivery related to the Equipment; and it will cause INC to purchase the Equipment as agent for ICE, pursuant to the terms and conditions of the EPA. The parties acknowledge that damages at law will be an inadequate remedy for breach of this paragraph, and, therefore, you shall have the right to enforce this paragraph by specific performance. ICE also agrees to provide, upon request, an opinion of its Bermuda counsel that its obligations under this paragraph are enforceable against it in the courts of Bermuda.

2. ICE will provide you with its Annual Audited Statements and its Quarterly Unaudited Statements.

Nothing contained in this letter shall limit the purchase obligations of ICE under the EPA.

INTERNATIONAL CAPITAL
EQUIPMENT LIMITED

By


Authorized Signatory

INTERNATIONAL CAPITAL EQUIPMENT LIMITED

Hamilton, Bermuda

CERTIFICATE

INTERNATIONAL CAPITAL EQUIPMENT LIMITED ("Company") hereby certifies that THE TRAVELERS INDEMNITY COMPANY has issued a policy of insurance insuring the obligation of the Company to pay the purchase price set forth in Equipment Purchase Agreement number 1501481 together with Part II Schedule No(s) -1- ("EPA") issued to TKL Astra Corporation VI as "Seller" and assigned to The Philadelphia Saving Fund Society ("Assignee") and that such policy is in full force and effect as of the date of this certificate.

The Company further certifies that under the terms of such policy THE TRAVELERS INDEMNITY COMPANY will, when it has been given written notice that Seller, or Seller's permitted assignee, is entitled to payment of the purchase price under terms of the EPA, and that INTERNATIONAL CAPITAL EQUIPMENT LIMITED has, for 30 days, failed to pay said purchase price, make payment of the purchase price, subject to the Seller's compliance with the terms of the EPA, within 30 days thereafter to the Seller or to the Assignee.

The Company agrees that the insurance afforded by the policy of insurance described herein shall not be cancelled with respect to the EPA.

Hamilton, Bermuda

Date: 01-21-85

(Form 1841)

INTERNATIONAL CAPITAL EQUIPMENT LIMITED

By: _____

Authorized Representative

THE TRAVELERS INDEMNITY COMPANY

CONFIRMATION

The Travelers Indemnity Company hereby confirms to The Philadelphia Saving Fund Society that Equipment Purchase Agreement number 1501481 together with Part II Schedule No(s).

-1-

("EPA") issued to TXL Astra Corporation VI

as Seller and assigned to The Philadelphia Saving Fund Society

as permitted assignee has been

reviewed by The Travelers Indemnity Company ("Travelers") and Travelers hereby confirms that the EPA is now, and until the EPA expires according to its terms will be, covered by Equipment Purchase Agreement Insurance Policy No. T-GLM-189T581-0-83 issued by Travelers to International Capital Equipment Limited which policy is as of the date of this confirmation in full force and effect and will continue to be in full force and effect with respect to the EPA until its expiration as aforesaid.

Nº 273

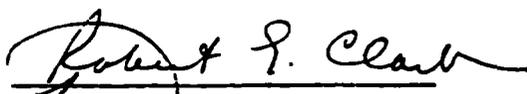
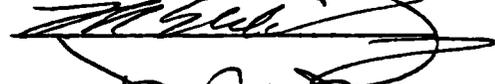
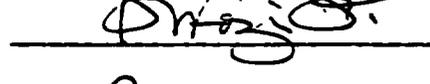
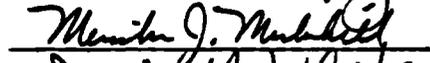
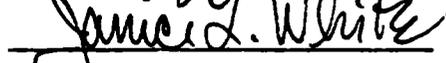
THE TRAVELERS INDEMNITY COMPANY

Dated: 11/5/84

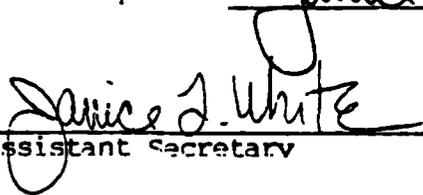
By *Joseph P. Peters*
Authorized Signatory

CERTIFICATE OF INCUMBENCY

The undersigned, Secretary or Assistant Secretary of INTERNATIONAL CAPITAL EQUIPMENT LIMITED, a Company organized under the laws of the Islands of Bermuda, hereby certifies that the following named persons, whose titles appear opposite their respective names, have been duly elected to, and are now serving in, such positions in said Company and that the signatures of those persons which are set forth below are the specimen signatures of them, respectively:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Robert G. Clark	Chairman of the Board and President	
George K. Rooth	Executive Vice President	
Lawrence A. Eldridge	Executive Vice President	
Peter V. Fazio, Jr.	Vice President and Secretary	
Richard Kenyon	Vice President, Treasurer, Controller and Assistant Secretary	
Merilee J. Mulvihill	Assistant Secretary	
Tanice L. White	Assistant Secretary	

Date: January 21, 1985


Assistant Secretary

CORPORATE SEAL

INTERNATIONAL CAPITAL EQUIPMENT LIMITED

AMENDMENT TO EQUIPMENT PURCHASE AGREEMENT NUMBER 1501481

IT IS AGREED THAT:

1. "ICE hereby agrees that, in the event Seller sells the Equipment to User pursuant to User's exercise of the purchase option provided by Section 13 of the Lease of Railroad Equipment dated as of January 10, 1973 (the "Lease"), for a purchase price that is less than the Purchase Price for the Equipment provided for in this Equipment Purchase Agreement then Seller may request that ICE pay Seller in cash an amount equal to the difference between the Purchase Price provided for the Equipment hereunder and the purchase price actually received by Seller from User in accordance with Section 13 of the Lease, subject to the following conditions:

(a) If the purchase price to be received by Seller from User under the Lease was reached by mutual agreement between Seller and User, ICE shall have given its advance written consent to such purchase price prior to any sale; or

(b) If the purchase price to be received by Seller from User under the Lease is to be determined by an appraiser or appraisers, as described in Section 13 of the Lease, Seller shall notify ICE, and shall designate American Appraisal Company or an appraiser specified by ICE, providing ICE makes its recommendation in a timely fashion. ICE shall have the right to submit information relating to prospective specific sellers and purchasers of equipment similar to the Equipment to any such appraisers as selected by Seller or ICE and shall be provided access to all information relating to specific sellers and buyers of equipment presented to and utilized by any such appraisers in determining such purchase price. ICE agrees to the three-appraiser method should such an event occur as part of this process, as described in Section 13 of the Lease.

In the event such a request is made by Seller under such circumstances, ICE shall, within thirty (30) days thereafter, make such payment to Seller and, thereupon, ICE shall be relieved of all further obligations to Seller under the provisions of this Equipment Purchase Agreement.

2. In the event that Seller extends the term of the Lease for an additional five year period, commencing on the scheduled expiration of the original term of the Lease, at a Fair Rental Value as set forth in Section 13 of the Lease, Seller may:

a) Advise ICE that Seller requires a five year extension of the Purchase Date, in which case Items 4 and 5 of the Part II Schedule will be amended to read:

ITEM 4. PURCHASE DATE (after renewal):

December 30, 1993 - April 1, 1994

ITEM 5. PURCHASE PRICE (after renewal):

\$3,023,750.00

b) Alternately, in the event of such renewal, Seller may elect to accelerate the sale of the Locomotives to ICE by Notification to ICE.

b1) Upon receiving such Notification, ICE will arrange for a special Trust, the form and substance of which must be satisfactory to the Assignee, to be established to purchase the Locomotives to be purchased on the Purchase Date pursuant to the EPA (Items 4 and 5 of the Part II Schedule without regard to the amendment that would have been made by paragraph 2a above if Seller and Assignee had elected to proceed under paragraph 2a) and to receive an assignment of Seller's interest in the Lease, subject to the collateral assignment of the Lease in favor of Assignee. The Trust will deliver a written instrument to the Assignee in form and substance satisfactory to Assignee acknowledging its obligation to the Assignee to make payments equal to ICE's Purchase Price and interest as provided below. All rentals payable under the Lease during the renewal term will be paid directly to the Assignee to be applied as follows:

(i) Interest will be paid on the unamortized balance of the Purchase Price, quarterly, at a fluctuating rate of interest determined by The Philadelphia Saving Fund Society from time to time as its "Base Rate" plus one percent (1%).

(ii) Renewal Revenues, as defined in the Lease and received by the Assignee quarterly which are in excess of interest payments made to the Assignee will be used to reduce the unpaid Purchase Price.

(iii) Any unpaid balance of the Purchase Price will be paid to the Assignee at the end of five (5) years from December 30, 1988.

(iv) All of ICE's rights and obligations under the EPA will be assigned by ICE to the Trust and assumed by the Trust, provided, however, that such assignment will not relieve ICE of any of its obligations under the EPA. The EPA will continue to be assigned as collateral to the Assignee and the EPA may be exercised immediately

by payment of the unpaid balance of the Purchase Price upon the Assignee giving notice that the Trust is in default or any of its payment terms to the Assignee, or at the end of five (5) years.

b2) Immediately prior to the inception of the renewal term, Seller will confirm to ICE that the Locomotives have been inspected and that the Equipment is in compliance with Section 9 of the Lease of Railroad Equipment, dated as of January 10, 1973 between Missouri Pacific Railroad Company, as Lessee, and The First National Leasing Company, as Lessor.

b3) Upon the termination of any renewal term, the Equipment will be delivered to ICF in the "Prescribed Delivery Condition" as provided for in Item 10 of the Part II Schedule of the EPA.

c) Alternatively, in the event of such renewal, Seller may elect to sell to ICE substitute locomotives of similar make, age and condition, acceptable to ICE and which shall have a value equal to or greater than the original Locomotives.

3. Part I, Paragraph 2, is deleted.
4. Part I, Paragraph 1.4, line numbers 3 and 4 are amended as follows; "...condition and repair, and shall meet all the other requirements as are..."; and change 12th line to read "sixty (60) days" instead of "thirty (30) days".
5. Part I, Paragraph 1.5 delete "the shipment date specified in the Notice of Delivery;" and insert "December 30, 1988".
6. Part I, Paragraph 1.7, the first sentence is deleted.
7. Part I, Paragraph 3.3, the first two sentences are deleted and the Paragraph is corrected as shown.
8. Part I, Paragraph 3.5 delete words and sentence as shown.
9. Part I, Paragraph 4.1 is deleted in its entirety and the following is substituted: "ICE consents to Seller's assignment to The Philadelphia Saving Fund Society (PSFS) of this EPA in connection with Seller's purchase of forty-four (44) locomotives from The First National Leasing Company. PSFS has none of Seller's obligations by reason of assignment. ICE will agree to a substitute assignment by PSFS or, any other permitted assignee, to a bank, trust company, insurance company or other financial institution who may purchase the Seller's loan from PSFS provided that; (a) PSFS or, any other permitted assignee, shall give ICE at least thirty (30) days' prior notice of any such assignment, (b) PSFS or, any other permitted assignee, shall provide ICE with such information relating to such assignment as ICE shall reasonably request, (c) any assignee's rights to

receive payment are subject to the terms of the EPA, and (d) no such assignment shall relieve Seller from any of its obligations hereunder, but Seller shall remain primarily obligated to ICE with respect hereto.

10. Part II, Item 2 Equipment; is amended by adding the following: "In the event that Seller is unable to deliver to ICE any unit of equipment set forth in Item 2 after having given notice as provided for in Part II Schedule Item 7, similar equipment of equal or greater value may be substituted by the Seller provided the following conditions are observed: (a) The Seller shall have employed its best efforts to enforce the terms of the Lease relating to the obligation of the Lessee to return all of the equipment except those units that may have been lost by casualty. (b) The Seller shall convey to ICE its rights to recover damages from Lessee which may result from such failures to deliver the original units. (c) The substituted equipment is determined to be of equal or greater value than the undelivered original units by the Inspection Agent appointed in Item 10 of the Part II Schedule."

Agreed to and accepted this 21st day of January, 1985.

TXL ASTRA CORPORATION VI

By: _____

Title: _____

INTERNATIONAL CAPITAL EQUIPMENT
LIMITED

By: _____

Authorized Signatory

AGREEMENT
 BETWEEN
 TXL ASTRA CORPORATION VI
 AND
 INTERNATIONAL CAPITAL EQUIPMENT LIMITED

1. It is hereby understood between TXL Astra Corporation VI ("ASTRA") and International Capital Equipment Limited ("ICE") that if ICE is required to make a payment as provided for under Paragraph 1(b) of the Amendment to Equipment Purchase Agreement Number 1501481 dated as of January 21, 1985 (the "Amendment"), then ASTRA shall have the obligation to demonstrate to ICE that similar and equivalent equipment is available in the marketplace at the values arrived at by the appraiser or appraisers as provided for in Paragraph 1 (b) of the Amendment.

In the case where ASTRA is unable to demonstrate that there is a willing seller of similar and equivalent equipment at the price arrived at by the appraiser or appraisers, then ASTRA shall reimburse ICE for the amount which ICE would have to pay for similar and equivalent equipment in excess of the purchase option price as provided for in Section 20 of the Lease of Railroad Equipment dated as of January 10, 1973, but not exceeding the actual payment made by ICE under the Equipment Purchase Agreement Number 1501481 and the Amendment to the lender.

In the event the procedure as provided in Paragraph 2(b) of the Amendment is utilized, ASTRA at its expense will have the option to remarket the Equipment by notifying ICE of its intent not later than October 31, 1993, and obtain a Remarketing Fee in accordance with the following schedule:

If the aggregate Proceeds to date equal the percentage of the balance of unpaid Purchase Price set forth below,

Then the aggregate Remarketing Fee shall be the corresponding percentage of the aggregate Proceeds set forth below

100 or less	0
105	3.75
110	7.25
115	10.50
120	13.25
125	16.00
130	18.50
135	20.75
140	22.75
145	24.75
150	26.75

"Proceeds" shall be defined as the cash from a sale of the Equipment or the Net Present Value of the rental stream computed at the then published Citibank prime rate. If the aggregate Proceeds do not precisely equal one of the percentages of the balance of the unpaid Purchase Price set forth in the first column above, then the percentage of the aggregate Proceeds which represents the aggregate Remarketing Fee shall be calculated utilizing straight line extrapolation between the next lower and the next higher percentages shown in the respective columns. If the aggregate Proceeds exceed 150 percent of the balance of the unpaid Purchase Price, the percentage of aggregate Proceeds which represents the aggregate Remarketing Fee shall be calculated using a straight line extension of the difference in fee percentage resulting from the change from 145 to 150 percent of the face amount of the Note, but in no event will the Remarketing Fee exceed 85% of aggregate Proceeds recovered.

2. If ASTRA shall send to ICE a Notice of Delivery and subsequently shall fail to deliver the Equipment as specified here, then ASTRA shall pay to ICE an amount equal to its losses and expenses, including costs of "covering", occasioned by such failure. Such payment shall be in addition to ASTRA's obligation to reimburse ICE for expenses pursuant to Paragraph 1.4 hereof.

3. If ICE's obligation is reduced by a Casualty as provided for under Item 2 of the Part II Schedule, ASTRA will pay to ICE such portion of the Casualty Value retained by ASTRA to reduce ICE's total purchase price and ICE's EPA unit value on demand when and if ICE shall purchase the Equipment under the EPA.

Agreed to and accepted this 21st day of January, 1985.

TXL ASTRA CORPORATION VI

By: Jay Schorn
Title: Vice President

INTERNATIONAL CAPITAL
EQUIPMENT LIMITED

By: [Signature]
Authorized Signatory

GUARANTOR:

TXL CORPORATION

By: Jay Schorn
Title: Vice President

BILL OF SALE

To Purchaser: Platte River Associates, a Delaware general partnership.

TXL Astra Corporation VI ("Seller"), pursuant to that certain Locomotive Purchase Agreement dated as of December, 1988 (the "Purchase Agreement") by and between Seller and Platte River Locomotive Corporation, as agent for Platte River Associates, a Delaware general partnership, ^{the purchaser hereafter} ("Purchaser"), and in consideration of the payment of the sum of One Dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby sells and transfers to Purchaser ~~as agent~~ all of Seller's rights, title and interest in and to the locomotives listed and described in Schedule I attached hereto (the "Locomotives"), to have and to hold the same unto Purchaser, its successors and assigns forever. Seller and Purchaser agree that the sale of the Locomotives evidenced by this Bill of Sale shall be deemed to have taken place in the state of Missouri. All terms not otherwise defined herein shall have the respective meanings specified in the Purchase Agreement.

Warranties:

- (1) Seller represents and warrants to Purchaser and Purchaser's successors and assigns that Seller is the lawful owner of the Locomotives and has good, valid and marketable title thereto, free from, and clear of, any charge, lien, encumbrance or other claim or interest whatsoever, except for the rights and interests therein of the Lessee under the Lease.
- (2) Seller represents and warrants to Purchaser and Purchaser's successors and assigns that Seller has not executed any other bill of sale or other instrument which by its express terms purported to transfer title to the Locomotives or any interest in, or with respect to, the Locomotives to any other person or entity, except to the Lessee under the Lease.
- (3) Seller agrees to indemnify and defend Purchaser and Purchaser's successors and assigns from, and against, any claims of other or liabilities arising from Seller's breach of any of the warranties set forth herein.

SELLER BY THIS BILL OF SALE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, VALUE, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE LOCOMOTIVES. SELLER BY THIS BILL OF SALE MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE LOCOMOTIVES FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE LOCOMOTIVES WHATSOEVER, EXCEPT AS IS SET FORTH SPECIFICALLY IN PARAGRAPHS 1 AND 2 ABOVE. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGE ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed in its name by a duly authorized representative as of this 1st day of December 1988.

TXL ASTRA CORPORATION VI

BY: *Gene E. Tam*

TITLE: *Vice President*

Exhibit

37 GP-38-2 2000 horsepower diesel electric locomotives, four axle, engine type 645, with Road Numbers MP7074-7110, inclusive.