

WITKOWSKI, WEINER, McCAFFREY AND BRODSKY, P. C.

ATTORNEYS AT LAW

SUITE 350

1575 EYE STREET, N. W.

WASHINGTON, D. C. 20005

GEORGE J. LEIBOWITZ  
COUNSEL

SANFORD A. WITKOWSKI  
HARVEY E. WEINER  
R. LAWRENCE McCAFFREY, JR.  
JAMES A. BRODSKY  
D. EDWIN SCHMELZER

RICHARD I. PEYSTER  
PETER A. GILBERTSON  
FELICIA A. ALTMAYER  
ARTHUR B. AXELSON\*

\*ADMITTED IN MD. ONLY

(202) 628-2000

RECORDATION NO. 13141-<sup>A</sup> Filed 1981  
*2nd Filing System*  
 JUN 29 1981 2:35 PM

RECORDATION NO. 13141-<sup>B</sup> Filed 1981  
*Original Filing*  
 JUN 16 1981 1:35 PM

1-210A127  
 No. 1000  
 Date JUN 29 1981  
 Fee \$ 10.00  
 ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Recordation of Documents:  
Bill of Sale and Installment Sale and  
Security Agreement

Dear Ms. Mergenovich:

Please find enclosed for recordation pursuant to 49 U.S.C. 11303 two counterpart copies of:

- (1) BILL OF SALE, dated as of June 8, 1981, between Laurinburg Oil Company ("Seller") and The Greyhound Leasing & Financial Corporation ("Buyer"); and
- (2) INSTALLMENT SALE AND SECURITY AGREEMENT, dated as of May 15, 1981, entered into between Greyhound Leasing & Financial Corporation ("Installment Sale Seller") and The HAJMM Company ("Installment Sale Purchaser").

The names and addresses of the parties to this transaction are as follows:

Installment Sale Purchaser

The HAJMM Company  
P.O. Box 668  
Laurinburg, North Carolina 28352

RECEIVED  
JUL 29 2 45 PM '81  
FEE OPERATION BR.

*Handwritten signature: Peter A. Weiner*

*Handwritten signature: Sanford A. Witkowski*

Ms. Agatha L. Mergenovich

-2-

June 16, 1981

Seller

Laurinburg Oil Company  
McNair Avenue  
Maxton, North Carolina 28364

Buyer and Installment Sale Seller

Greyhound Leasing & Financial  
Corporation  
Greyhound Tower  
Phoenix, Arizona 85077

The equipment that is the subject of this transaction is described as follows:

Ten (10) used 100-ton tank cars with 20,000 gallon coiled non-insulated tanks (DOT/ICC-111 A 100-U-1), listed in the Official Railway Equipment Register as MOFX 1001 - MOFX 1010 inclusive.

Pursuant to 49 C.F.R. Part 1116, please stamp the documents described above with the date and hour of recordation, a recordation number and a notation to the effect that it has been filed pursuant to the provisions of section 11303 of Title 49 of the United States Code. After performing these tasks, please retain one copy of these documents in the Commission's files and return the other to the delivering agent of:

Witkowski, Weiner, McCaffrey and Brodsky, P.C.  
1575 Eye Street NW, Suite 350  
Washington, DC 20005

Ms. Agatha L. Mergenovich

-3-

June 16, 1981

Enclosed is a check drawn to the order of the  
Interstate Commerce Commission for filing fees.

Your cooperation is appreciated.

Greyhound Leasing & Financial  
Corporation

By Its Special Counsel,

A handwritten signature in black ink, appearing to read "R. L. McCaffrey, Jr.", written in a cursive style.

R. Lawrence McCaffrey, Jr.  
Witkowski, Weiner, McCaffrey  
and Brodsky, P.C.  
Suite 350  
1575 Eye Street, N.W.  
Washington, DC 20005

WITKOWSKI, WEINER, McCAFFREY AND BRODSKY, P. C.

ATTORNEYS AT LAW

SUITE 350

1575 EYE STREET, N. W.

WASHINGTON, D. C. 20005

SANFORD A. WITKOWSKI  
HARVEY E. WEINER  
R. LAWRENCE McCAFFREY, JR.  
JAMES A. BRODSKY  
D. EDWIN SCHMELZER

GEORGE J. LEIBOWITZ  
COUNSEL

(202) 628-2000

RICHARD I. PEYSTER  
PETER A. GILBERTSON  
FELICIA A. ALTMAYER  
ARTHUR B. AXELSON\*

July 29, 1981

RECORDATION NO. 13141-A  
FILED 1425  
JUL 29 1981 - 2 22 PM  
INTERSTATE COMMERCE COMMISSION

\*ADMITTED IN MD. ONLY

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th St. & Consitution Ave., N.W.  
Washington, D.C. 20423

Re: Recordation of Documents;  
Substitution of Corrected bill  
of Sale

Dear Ms. Mergenovich:

On June 16, 1981 a bill of sale was recorded with the Commission's Recordation Unit and was assigned recordation number 13141-A. This document contained a typographical error which erroneously showed "The HAJMM Company" as "Buyer." The enclosed corrected bills of sale show "Greyhound Leasing & Financial Corporation" as "Buyer". With the exception of this correction, the bills of sale are identical to those previously filed. A transmittal letter reflecting this correction is also enclosed.

Please substitute the the corrected bill of sale and transmittal letter for the incorrect documents currently in the Commission's files. The corrected bills of sale should be stamped with recordation number 13141-A. Please retain one copy of the bill of sale and transmittal letter and return the other to the delivering agent of:

Witkowski, Weiner, McCaffrey & Brodsky, P.C.  
1575 Eye Street, N.W.  
Suite 350  
Washington, D.C 20005

*A. Gilbertson*  
*Peter*  
*Altmeyer*

WITKOWSKI, WEINER, McCAFFREY AND BRODSKY, P. C.

Ms. Agatha L. Mergenovich -2-

July 29, 1981

Your cooperation is appreciated.

Greyhound Leasing &  
Financial Corporation

By its Special Counsel,

*R. L. McCaffrey* / *AMG*

R. L. McCaffrey

Witkowski, Weiner, McCaffrey  
& Brodsky, P.C.  
1575 Eye Street, N.W.  
Suite 350  
Washington, D.C. 20005

Enclosure

Interstate Commerce Commission  
Washington, D.C. 20423

6/16/81

OFFICE OF THE SECRETARY

R. Lawrence McCaffrey, Jr.  
Witkowski, Weiner, McCaffrey  
and Brodsky, P.C., Suite 350  
1575 Eye Street, N.W.  
Washington, D.C. 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/16/81 at 1:35pm, and assigned re-  
recording number(s). 13141 & 13141-A

Sincerely yours,

*James H. Payne*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/29/81

OFFICE OF THE SECRETARY

**Witkowski, Weiner, McCaffrey**  
**Brodsky Suite 350**  
**1575 Eye Street, N.W.**  
**Washington, D.C. 20005**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/29/81** at **2:55pm**, and assigned re-  
recording number(s). **13141-A new Dtd old Dtd 6/16/81 at 1:35pm**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

# INSTALLMENT SALE AND SECURITY AGREEMENT JUN 16 1981 - 1 35 PM

THIS INSTALLMENT SALE AND SECURITY AGREEMENT ("Agreement") entered into between GREYHOUND INTERSTATE COMMERCIAL CORPORATION, a Delaware corporation ("Seller"), and the undersigned Purchaser ("Purchaser").

WITNESSETH:

1. **SALE OF EQUIPMENT.** In consideration of the covenants herein contained, Seller agrees to sell and Purchaser agrees to buy on the terms and conditions hereinafter stated those certain items of equipment ("Items of Equipment" or "Equipment" as the context may require) initially described and listed on the applicable Supplement(s) ("Supplement(s)") and thereafter described in each and all Sale Schedule(s) ("Schedule(s)") hereto signed by the parties and thereby made a part hereof.

2. **PURCHASE PRICE.** PURCHASER AGREES TO PAY TO SELLER THE PURCHASE PRICE (as defined and set forth on the supplement(s) or, if different, on the applicable Schedule(s)). As used herein the term "Cost" and "income" shall have the meanings set forth on the Supplement(s) or, if different, on the applicable Schedule(s).

Purchaser shall not be entitled to prepay any and/or all of the installments of the Purchase Price ("Installments"). Any Installment of the Purchase Price or portion thereof and any other payment due Seller hereunder, which shall remain unpaid after their respective due dates, shall bear interest at the rate of the greater of the percentage set forth on the applicable Supplement(s) or five (5) percentage points in excess of Prime (as hereinafter defined), but in no event in excess of the maximum rate permissible under usury laws applicable to this transaction, such interest to be computed from the respective due dates of such unpaid installment and/or other payments due Seller hereunder until paid. As used herein, the term "Prime", shall mean the higher of (i) the base rate of interest charged by Citibank, N.A., on 90-day loans to substantial corporate borrowers or (ii) 1/2 of 1% (0.5%) above the latest 3 week moving average of secondary market morning offering rates in the U.S. as determined by Citibank, N.A. for 3 month certificates of deposit of major U.S. money market banks.

3. **SECURITY AND TITLE.** To secure payment of the Purchase Price and performance of all of Purchaser's obligations hereunder, Seller has reserved unto itself a Security Interest in the Equipment, replacement parts thereto, if any, additions and accessions to said Equipment, and Purchaser hereby grants the same unto Seller. As used herein, the term "Security Interest" shall have the same meaning as that accorded to such term by the Uniform Commercial Code ("UCC") of the State of Arizona as in force and effect on the date hereof. Purchaser shall execute and deliver to Seller all documentation that is, in Seller's opinion, necessary in order to perfect and secure Seller's Security Interest in the Equipment, including, without limitation, (i) UCC Financing Statements and (ii) consents, waivers and disclaimers from those having an interest in the real property upon which the Equipment is situate.

4. **POSSESSION, CONDITION AND RISK OF LOSS OF EQUIPMENT; INDEMNITY.** Purchaser acknowledges and confirms to Seller that Purchaser has placed firm and binding purchase orders for the Equipment with the vendor(s) thereof, listed on the applicable Supplements, ("Vendor(s)") and, if requested by Seller, will assign to Seller, by instrument acceptable to counsel for Seller, all of Purchaser's rights in and to such purchase orders so that Seller may acquire the Equipment directly from the Vendor(s) for sale hereunder to Purchaser. Purchaser further acknowledges, confirms and warrants that the Equipment, when Purchaser requests Seller to acquire the same, will be in satisfactory condition and conform to the description thereof heretofore furnished by Purchaser to Seller. Purchaser hereby agrees to accept the Equipment "AS IS, WHERE IS" from Seller when delivered to Purchaser by Vendor(s).

The entire risk of loss, damage or destruction to or of the Equipment from any cause whatsoever, at all times subsequent to the execution of this Agreement, is hereby assumed by Purchaser. If any Item of Equipment shall be lost, stolen, or wholly destroyed or damaged beyond repair (hereinafter referred to as an "Event of Loss"), Purchaser shall be obligated to pay to Seller the Stipulated Loss Value (as defined in Exhibit A attached to the applicable Supplement, or if different, to the applicable Schedule, and made a part hereof) as of the date of such Event of Loss and the obligation of Purchaser to pay the remainder of the Purchase Price therefor shall terminate as of the date of such Event of Loss as to installments thereof due after, but not before, the date of such Event of Loss, provided, however, until such time as Seller receives the Stipulated Loss Value for such Item of Equipment and all accrued Installments therefore, plus interest (as set forth in paragraph 2) thereon from the date of such Event of Loss until paid, Purchaser shall pay to Seller on the date each subsequent Installment would otherwise have been due, a sum of money in an amount equal to the Installment which would otherwise have been due on such date. All payments made by Purchaser subsequent to an Event of Loss for the Item of Equipment which has suffered said Event of Loss shall be applied against Purchaser's obligations due under this paragraph 4.

PURCHASER HEREBY COVENANTS AND AGREES TO (i) INDEMNIFY, REIMBURSE AND HOLD HARMLESS SELLER, its successors, assigns and shareholders (including corporate shareholders) and directors, officers, employees, agents and servants of the foregoing (each being hereinafter called an "Indemnitee") from and against any and all claims, losses, liabilities, demands, suits, judgments, causes of action and legal proceedings (whether civil or criminal), penalties, fines and other sanctions, and costs and expenses in connection therewith (including, without limitation, attorneys' fees) and (ii) waive and release any claim now or hereafter existing against each Indemnitee which, irrespective of whether or not such Indemnitee shall have been negligent, which (a) may result from or grow or arise in any manner out of the purchase, acquisition, delivery, management, control, leasing, condition, use, operation, destruction, damage, repossession, storage, surrender, sale or other disposition of the Equipment, (b) may be attributable to any defect in the Equipment arising from materials or any article used therein or in the design, testing or use thereof or from any maintenance, service, repair, overhaul thereof, regardless of when such defect shall be discovered, whether such Equipment is or is not in the possession of Purchaser and whether it is within or without the United States, (c) arise out of or are in any way connected with the assertion of any claim or demand based on any infringement or alleged infringement of any patent, trademark or other right by or in respect of the Equipment and/or on STRICT OR ABSOLUTE LIABILITY IN TORT. On written request by any Indemnitee, Purchaser shall undertake, at its own cost and expense, the defense, on behalf of such Indemnitee, of any legal action or proceeding to which such Indemnitee shall be a party, provided that such action or proceeding shall result from, or grow or arise out of any of the events set forth in this paragraph 4.

5. **PURCHASER'S COVENANTS WITH RESPECT TO THE EQUIPMENT.** During the term of this Agreement and for so long as any sums remain due and owing to Seller by Purchaser hereunder, Purchaser shall perform all of the following obligations and shall adhere to and comply with all the following requirements with respect to the Equipment:

(a) **Use and Operation.** Purchaser shall use and operate the Equipment, or cause the same to be used and operated by competent and duly, qualified, authorized agents or employees only, in accordance with its intended use, and shall not permit or allow the Equipment to be operated or used for any unlawful purpose or to be abused or used in such a manner as to contribute to its deterioration or excessive wear and tear.

(b) **Maintenance.** Purchaser, at its own expense, shall maintain, service, repair and overhaul the Equipment whenever necessary in order to keep and preserve it in as good an operating condition as it was on the date first delivered to and accepted by Purchaser and first placed into use or service, ordinary wear and tear excepted. Maintenance shall be deemed to require and include making improvements to the Equipment and the adding of accessories thereto where necessary or appropriate in order to maintain the efficiency thereof or to comply with all applicable laws, rules and regulations of all governmental bodies and agencies which regulate, or attempt to regulate, the use and operation thereof.

(c) **Location.** Purchaser shall cause the Equipment to be based at Purchaser's facilities located at the place specified on the applicable Supplement and/or Schedule, and Purchaser shall not suffer, permit, allow or cause the same to be based at any other location without the prior written consent of Seller, which consent will not be unreasonably withheld.

(d) **Preservation of Seller's Security Interest.** Purchaser will not, nor will it attempt to, assign, pledge, mortgage, hypothecate, lease or otherwise encumber, sell or dispose of the Equipment, nor will Purchaser suffer or permit any liens, security interests or other charges in favor of any person or entity other than Seller to attach to the Equipment; and Purchaser hereby agrees to INDEMNIFY and hold Seller harmless from and against any claims and demands of third parties with respect to the Equipment.

(e) **Insurance.** Purchaser at all times shall keep the Equipment insured against loss or damage normally covered by all risk, fire and extended coverage insurance, theft, malicious mischief and vandalism, and such other casualties as Seller may reasonably require and shall also carry public liability insurance under such forms of policies, upon such terms, in such amounts, for such periods and written by such companies or underwriters as Seller shall approve. Payments by the insurance companies for losses shall, in all cases, be payable to Seller and Purchaser as their respective interests may appear. In no event may the amount of any casualty insurance coverage be less than the Stipulated Loss Value for the Equipment.

The public liability and property damage insurance shall be of a comprehensive nature covering each Item of Equipment, and all such liability insurance policies shall be primary and without right of contribution from other insurance which is carried by Seller. Each public liability and property damage policy shall name both Seller and Purchaser as insureds and shall expressly provide that all of the insurance provisions, except the limits of liability, shall operate in a manner as if there were a separate policy covering each insured.

All policies of insurance shall provide for at least 30 days prior written notice to Seller of alteration or cancellation and shall insure the interests of Seller regardless of any breach or violation by Purchaser of any warranties, declarations or conditions contained in such policies. Purchaser shall furnish Seller with certificates of such insurance or other evidence satisfactory to Seller as to compliance with the provisions of this paragraph. Seller may act as attorney for Purchaser in making, adjusting and settling claims under and cancelling such insurance and endorsing Purchaser's name on any drafts drawn by insurers of the Equipment and will, if requested, execute such documents as shall be necessary to evidence the foregoing.

(f) **Fees and Taxes.** Purchaser shall pay promptly, before they become delinquent, any and all filing, titling, registration and/or licensing fees, sales, use, excise, (however called), value added and/or personal property taxes, fines, penalties, assessments and other governmental charges whatsoever, by whomsoever payable, on or relating to the Equipment, or for or measured by its purchase from the Vendor(s) by Seller or by its use, ownership, possession or operation, or on this Agreement or incident to the transactions set forth in this Agreement, or on account of or measured by the gross receipts of Seller (exclusive, however, of a tax in the nature of a net income tax on Seller's revenue), or any tax or assessment of any nature in lieu thereof (all such expenses, taxes, license fees, assessments, charges, fines, penalties, property and other taxes being hereinafter called "Impositions"); provided, however, Purchaser shall not be obligated to pay taxes before they become delinquent. If any Imposition is assessed or charged or billed to Seller, Purchaser, at its own expense shall pay such Imposition and shall do any and all things required of Seller to be done in connection with such Imposition. Purchaser is hereby authorized to act for and on behalf of Seller to do any and all things required to be done by Seller in connection with any Imposition.

If any taxing authority having jurisdiction determines that any Imposition or any tax or assessment of any similar nature whatsoever in lieu thereof, whether or not the same has been contested or protested, is due and payable and Seller is assessed, charged or billed for any Imposition as required by applicable law or regulations, then Purchaser shall indemnify Seller and hold Seller harmless from and against any such Imposition and shall reimburse Seller for any such Imposition paid by Seller on 10 days prior written notice, together with any and all penalties, legal and other professional fees, interest thereon and other charges incurred with respect thereto. Purchaser will submit, when requested by Seller, written evidence of the payment of all Impositions.

**6. REPRESENTATIONS AND WARRANTIES OF PURCHASER.** Purchaser hereby represents and warrants to Seller as follows:  
**of Partnership or Partnership Agreement**

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation set forth on the signature page hereof and in every jurisdiction in which the nature of its business requires qualification as a foreign corporation, (b) Purchaser has taken all corporate action which may be required to authorize the execution, delivery and performance of this Agreement and the same will not conflict with any provisions of its Charter or Articles or Certificate of Incorporation, its Bylaws or any provisions of, or result in a default or acceleration of any obligation under, any agreement, order, decree or judgment to which it is a party or by which it is bound, (c) This Agreement is the legal and valid obligation of Purchaser, binding and enforceable against it in accordance with the terms hereof, (d) Purchaser is not currently in default of any obligation or duty under any agreement, order, decree or judgment to which Purchaser is a party or by which Purchaser is bound, (e) There is no litigation or administrative proceeding pending or threatened against Purchaser which may have a materially adverse effect on its assets, business, financial condition or operations or which would prevent or hinder the performance by Purchaser of its obligations under this Agreement, (f) Purchaser has the corporate power to own its assets and to transact the business in which it is engaged, (g) No action by or with any commission or administrative agency is required in connection herewith, and (h) All financial statements and reports that have heretofore been presented by Purchaser to Seller, in conjunction with this transaction fairly and accurately present a true and correct picture of the financial condition and income of the subject thereof as of the date given and as of the date hereof; and there is no fact, situation or event which, in the opinion of Purchaser's officers, materially adversely affects or, will materially adversely affect the properties, business, assets, income, prospects or condition (financial or otherwise) of Purchaser.

 INITIAL HERE

**7. DISCLAIMER AND ASSIGNMENT OF WARRANTIES.**

(a) THERE ARE NO REPRESENTATIONS OR WARRANTIES BY SELLER, EXPRESS OR IMPLIED, OF THE VALUE, MERCHANTABILITY, DESIGN, CONDITION, OPERATION, QUALITY OF MATERIAL OR WORKMANSHIP, TITLE, DURABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THE LIKE OF THE EQUIPMENT, ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT HEREIN. Until an Event of Default or an event which with notice or lapse of time or both would constitute an Event of Default shall occur, Seller hereby assigns to Purchaser, to the extent legally assignable, for and during the term of this Agreement, applicable factory warranties, if any, express or implied, issued on or applicable to the Equipment and authorizes Purchaser to obtain at Purchaser's expense the customary service furnished in connection therewith by the respective manufacturer; and, if the warranties are not assignable, then Purchaser shall be subrogated to, or otherwise have the benefit of, all such rights of Seller; and, with respect to such rights, Seller will permit Purchaser to prosecute any claim or cause of action in Seller's name at Purchaser's sole cost and expense; provided, however, that (i) no lawsuit shall be instituted in Seller's name without the prior specific written consent of Seller and (ii) Purchaser shall have indemnified Seller against any loss or damage as a result of any such action.

(b) Inability of Purchaser to use the Equipment due to any reason, including, without limitation, any defect in or unfitness of the Equipment, any action by any governmental authority (including, without limitation, legislative, executive, administrative or judicial bodies) or any action by an independent supervisory agency, shall not relieve Purchaser of the obligation hereunder to pay installments of the Purchase Price, once the Equipment has been accepted or presumed accepted by Purchaser under paragraph 4. Purchaser shall look solely to the Vendor(s) for any claim based on the quality or condition of the Equipment, their performance, merchantability or fitness for use and will not assert any such claim, offset or defense against Seller.

**8. EVENTS OF DEFAULT.** Purchaser shall be in default under this Agreement if any one or more of the following events (hereinafter called "Events of Default") shall occur:

(a) Failure of Purchaser to pay any sum due under this Agreement upon the date said sum becomes due. (b) Failure of Purchaser to procure and maintain any of the insurance coverage required by paragraph 5(e). (c) Failure on the part of Purchaser to observe or perform any other obligation to be performed by it

RIDER NO. 1 AS OF MAY 15, 1981  
TO INSTALLMENT SALE AND SECURITY AGREEMENT  
BETWEEN  
GREYHOUND LEASING & FINANCIAL CORPORATION ("SELLER")  
AND  
THE HAJMM COMPANY ("PURCHASER")

1. EFFECT. This Rider and all Supplements, Schedules, Exhibits and other riders hereto shall be considered an integral part of the Installment Sale and Security Agreement dated as of May 15, 1981 ("Sales Agreement") as fully as if they were set forth in full therein. All such documents together with the Sales Agreement are hereinafter collectively referred to as the "Agreement".

2. DEFINITIONS. The terms used herein shall have the same meanings accorded to such terms in the Sales Agreement unless the context otherwise requires.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER. By way of addition to those representations and warranties contained in paragraph 6 of the Sales Agreement, Purchaser hereby covenants, represents, warrants and confirms to Seller as follows:

(a) The Purchaser is a limited partnership with the general partners being Murphy Evans, McNair Evans and E. Hervey Evans, Jr. and the limited partners are Ann Evans McIver and John B. Evans.

(b) The Purchaser shall give Seller prompt notice of any change in its name, identity or structure.

4. AMENDMENT OF INSTALLMENT FACTOR. (a) The TOTAL SUM (Purchase Price) and TOTAL INCOME (FINANCE CHARGE) SET FORTH IN PARAGRAPH B of Supplement 1 hereto, the first installment set forth in subparagraph (i) of said paragraph B and the ensuing 83 installments set forth in paragraph (ii) of said paragraph B are based upon a factor ("Installment Factor") of 1.8868% of Cost. On the date ("Acceptance Date") that Purchaser accepts any Equipment hereunder, the Installment Factor which shall be used to calculate each payment of Installments during the Term with respect to such Equipment shall be determined with reference to the corporate bond yield average ("Moody's Average") for Baa rated public utilities as compiled and published by Moody's Investors Service, Inc., and by selecting the Installment Factor set forth opposite such Moody's Average on Exhibit B. The applicable Moody's Average shall be the higher of (i) the mean of the then most recent 3 weeks' Moody's Average or (ii) the Moody's Average in effect on the Acceptance Date.

After adjustment on the Acceptance Date of the Equipment, the Installment Factor and Installments as to such Equipment will be reflected by Seller on the applicable Schedule, will remain fixed throughout the Term and will be paid at such times as set forth in the applicable Supplement for the entire Term.

(b) If such amended Installment Factor shall be applicable as aforesaid, then (i) the TOTAL SUM (Purchase Price) and TOTAL INCOME (FINANCE CHARGE) set forth in paragraph B of Supplement 1 hereto shall be amended by Seller accordingly and (ii) the Stipulated Loss Value percentages set forth on Exhibit A shall be recalculated by Seller, in good faith, but in the exercise of its sole discretion, in a manner consistent with the

calculations made in the preparation of Exhibit A, using the applicable Installment Factor determined as provided in Section 4(a) preceding. Such amended TOTAL SUM (Purchase Price) and TOTAL INCOME (FINANCE CHARGE) set forth in paragraph B of Supplement I hereto, the first installment set forth in subparagraph (i) of said paragraph B and the ensuing 83 installments set forth in paragraph (ii) of said paragraph B shall be set forth in and such revised Stipulated Loss Values shall be attached to the applicable Schedule(s) and shall thereupon become a part of this Agreement. The final installment set forth in subparagraph (iii) of said paragraph B shall not be subject to change.

5. PRE-PAYMENT OF PURCHASE PRICE. Notwithstanding paragraph 2 of the Sales Agreement, and if Purchaser shall not then be in default under the Agreement at any time after Purchaser accepts the Equipment from Seller as set forth in the applicable Schedule, on 90 days' written notice to Seller, Purchaser shall have the option to prepay the Purchase Price at a sum equal to one hundred seven percent (107%) of the Stipulated Loss Value thereof in effect at the time of such prepayment whereupon Seller shall immediately thereafter transfer title to the Equipment to Purchaser.

6. LEASE. Anything contained in the Agreement to the contrary notwithstanding, Purchaser shall be permitted to lease ("Lease") the Equipment to Laurinburg Oil Company ("Lessee") so long as:

(a) Seller shall receive an assignment of the Lease ("Assignment") from Purchaser and a Consent to the Assignment from Lessee, both in form and substance acceptable to Seller in its sole and exclusive discretion; and

(b) Nothing contained in the Lease shall be deemed to increase any of Seller's liabilities and obligations or decrease any of its rights under this Agreement.

7. ADDITIONAL CONDITIONS PRECEDENT TO LESSOR'S OBLIGATION TO PURCHASE THE UNIT(S). The obligations of Seller to purchase the Equipment from the Vendor and to sell it to Purchaser under this Agreement are expressly contingent on the satisfaction of the following additional condition precedent:

(a) Seller shall receive an appraisal of the Equipment at Purchaser's sole cost and expense prior to the funding of this transaction.

(b) Seller shall receive a favorable opinion of a legal counsel who specializes in dealings of the Interstate Commerce Commission, in form and substance satisfactory in all respects to Seller, to the effect that upon the sale of the Equipment by Vendor to Seller, Vendor will convey to Seller good and marketable title thereto free and clear of all liens and encumbrances whatsoever (in rendering such opinion, such counsel shall have made and shall refer to searches of the appropriate Interstate Commerce Commission, judgment and tax records of such jurisdictions as shall be necessary with respect to Vendor as of the date Seller shall purchase the Equipment from Vendor) at Purchaser's sole cost and expense.

(c) Seller shall receive a copy of the Certificate of Partnership or Partnership Agreement specifically authorizing Murphy Evans, McNair Evans and E. Hervey Evans, Jr. ("General Partners") to execute any and all documents on behalf of Purchaser in order to bind Purchaser to the terms of the Agreement.

8. JURISDICTION. Purchaser: (i) hereby irrevocably submits to the jurisdiction of the Superior Court of Maricopa County, State of Arizona, or any successor to said court, and to the jurisdiction of the United States District Court for the District of Arizona, or any

successor to said court (hereinafter referred to as the "Arizona Courts") for purposes of any suit, action or other proceeding which relates to the transactions contemplated in this Agreement, (ii) to the extent permitted by applicable law, hereby waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the Arizona Courts; that the suit, action or proceeding is brought in an inconvenient forum; that the venue of the suit, action or proceedings is improper; or that this Agreement or any transaction provided for herein may not be enforced in or by the Arizona Courts, and (iii) hereby agrees not to seek, and hereby waives, any collateral review by any other court, which may be called upon to enforce the judgment of any of the Arizona Courts, of the merits of any such suit, action or proceeding or the jurisdiction of said Arizona Court. Nothing herein shall limit Seller's right to bring any suit, action or other proceeding against the Purchaser of any of his assets or to serve process on the Purchaser by any means authorized by law.

9. SATISFACTORY NATURE OF DOCUMENTS. All of the documents and instruments to be provided to Seller hereunder shall be in form and substance satisfactory in all respects to Seller in its sole discretion and shall be at the sole cost and expense of Purchaser.

10. COMPLETE UNDERSTANDING OF THE PARTIES. The execution of this Rider supersedes and makes null and void any and all prior representations, warranties and/or inducements, written or oral, heretofore made by Seller concerning this transaction and not contained in this Agreement

11. FURTHER ASSURANCES. Both Seller and Purchaser agree from time to time through the term hereof to execute such additional documents and to perform such further acts as may be reasonably requested by the other party in order to carry out and effectuate the purposes and intents of this Agreement.

12. MAINTENANCE. In addition to the maintenance requirements set forth in paragraph 5(b) of the Sales Agreement, Purchaser agrees, during the continuance of this Agreement, at Purchaser's own cost and expense, to maintain and keep the Equipment in first-class condition, repair and appearance and in good and efficient working order, reasonable wear and tear excepted, and acceptable for use in unrestricted interchange. Except for alterations or changes required by law, Purchaser shall not, without the prior written approval of Seller, effect any change in the design, construction or body of the Equipment. Purchaser shall notify Seller promptly of any alterations or the nature and the alterations or changes.

13. COMPLIANCE WITH LAWS AND RULES. (a) Purchaser agrees to preserve and keep in full force and effect its corporate existence and all rights, licenses, permits and franchises necessary for the proper conduct of its business and to comply in all respects (i) with all laws of the jurisdictions in which its operations involving the Equipment may extend, (ii) with the interchange rules of the Association of American Railroads, (iii) with all lawful rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body, and (iv) with all lawful rules of any other association of carriers or shippers exercising any power or jurisdiction over Purchaser or over the Equipment, to the extent that such laws and rules affect the title, operation, storage, maintenance or use of the Equipment .

(b) In the event such laws or rules require the alteration of the Equipment, Purchaser shall conform the Equipment in accordance therewith at Purchaser's expense and shall maintain the same in proper condition for operation under such laws and rules; provided, however, that Purchaser may in good faith contest the validity and application of any such law

or rule in any reasonable manner which does not, in the opinion of Seller, adversely affect the property or rights of Seller as secured party hereunder. Purchaser shall notify Seller of any alteration of the Equipment required by such laws or rules, describing by identification number the Equipment affected and the nature of the alteration.

14. IDENTIFICATION OF EQUIPMENT. (a) On or before the delivery to Purchaser of the Equipment, Purchaser, at its sole cost and expense, agrees to cause to be plainly, distinctly, permanently and conspicuously placed, fastened or painted upon each side of each of the Items of Equipment a legend in letters not less than one inch in height bearing the following words:

"GREYHOUND LEASING & FINANCIAL CORPORATION  
PHOENIX, ARIZONA  
INSTALLMENT SALE SELLER - SECURED PARTY"

(b) In case any such legend at any time shall be painted over or otherwise made inconspicuous, removed, defaced or destroyed during the term of this Agreement, Purchaser shall immediately cause such legend to be restored or replaced. Purchaser will not allow the name of any person, association or corporation to be placed on the Equipment as a designation which might be interpreted as indicating a claim of ownership thereof by any person, association or corporation other than Seller or its assignees; but the Equipment may be lettered with the names or initials or other insignia customarily used by Purchaser on equipment of the same or a similar type for convenience of identification of the rights to use and operate the Equipment under this Agreement.

(c) On or prior to the respective Acceptance Date of the Equipment, Purchaser agrees to cause to be placed on each side thereof Purchaser's assigned number. At all times thereafter, during the Term of this Agreement Purchaser will cause the Equipment to bear the number so assigned to it, and Purchaser will not change or permit to be changed the number except in accordance with a statement of new number to be substituted therefor which previously shall have been filed with Seller by Purchaser and filed, recorded or deposited in all public offices where this Agreement will have been filed, recorded or deposited.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized and acting officers, have caused this Rider No. 1 to be executed in their respective names as of the day and year first above written.

THE HAJMM COMPANY, a limited partnership, "PURCHASER"

GREYHOUND LEASING & FINANCIAL CORPORATION, "SELLER"

By [Signature]  
General Partner

By [Signature]  
Vice President

By [Signature]  
General Partner

ATTEST:  
By [Signature]  
Assistant Secretary

By [Signature]  
General Partner

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this 21<sup>st</sup> day of May, 1981, before me, the undersigned Notary Public, personally appeared Fred G. Pink and John A. Greene known to me to be the persons whose names are subscribed to the foregoing Installment Sale and Security Agreement and Rider No. 1 thereto, both dated May 15, 1981 and to be the Vice President and Assistant Secretary, respectively, of Greyhound Leasing & Financial Corporation, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Cattonio B. Fredey  
Notary Public

My Commission Expires:

Nov. 17, 1981

STATE OF North Carolina )  
 ) ss.  
COUNTY OF Scotland )

On this 8<sup>th</sup> day of June, 1981, before me, the undersigned Notary Public, personally appeared Murphy Evans, E. Hervey Evans, Jr. and M<sup>rs</sup> Mary Evans known to me to be the persons whose names are subscribed to the foregoing Installment Sale and Security Agreement and Rider No. 1 thereto both dated May 15, 1981 and to be the General Partners of The Hajmm Company, a limited partnership, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jean R. Barnhill  
Notary Public

My Commission Expires:

May 7, 1984

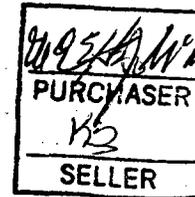
## EXHIBIT A

THE HAJMM COMPANY, LESSEE

Stipulated Loss Value

Moody's Average 15.27%

<u>Quarter</u>	<u>Percentage of Cost</u>
1	102.40
2	102.69
3	102.76
4	102.73
5	102.50
6	102.04
7	101.36
8	100.46
9	99.34
10	97.99
11	96.42
12	94.63
13	92.61
14	90.37
15	87.91
16	85.22
17	82.31
18	79.18
19	75.83
20	72.25
21	68.45
22	64.42
23	60.17
24	55.70
25	51.01
26	46.09
27	40.95
28	35.59
Thereafter	30.00



*W. J. HAJMM*

**EXHIBIT B  
THE HAJMM COMPANY**

**MOODY'S AVERAGE ♦ INSTALLMENT FACTOR  
ON ACCEPTANCE DATE PERCENTAGE**

**MOODY'S AVERAGE ♦ INSTALLMENT FACTOR  
ON ACCEPTANCE DATE PERCENTAGE**

16.75	1.9669
16.74	1.9664
16.73	1.9658
16.72	1.9653
16.71	1.9647
16.70	1.9642
16.69	1.9636
16.68	1.9631
16.67	1.9625
16.66	1.9620
16.65	1.9614
16.64	1.9609
16.63	1.9604
16.62	1.9598
16.61	1.9593
16.60	1.9587
16.59	1.9582
16.58	1.9576
16.57	1.9571
16.56	1.9565
16.55	1.9560
16.54	1.9554
16.53	1.9549
16.52	1.9543
16.51	1.9538
16.50	1.9533
16.49	1.9527
16.48	1.9522
16.47	1.9516
16.46	1.9511
16.45	1.9505
16.44	1.9500
16.43	1.9494
16.42	1.9489
16.41	1.9484
16.40	1.9478
16.39	1.9473
16.38	1.9467
16.37	1.9462
16.36	1.9456
16.35	1.9451
16.34	1.9445
16.33	1.9440
16.32	1.9435
16.31	1.9429
16.30	1.9424
16.29	1.9418
16.28	1.9413
16.27	1.9407
16.26	1.9402
16.25	1.9397
16.24	1.9391
16.23	1.9386
16.22	1.9380

16.21	1.9375
16.20	1.9369
16.19	1.9364
16.18	1.9359
16.17	1.9353
16.16	1.9348
16.15	1.9342
16.14	1.9337
16.13	1.9331
16.12	1.9326
16.11	1.9321
16.10	1.9315
16.09	1.9310
16.08	1.9304
16.07	1.9299
16.06	1.9294
16.05	1.9288
16.04	1.9283
16.03	1.9277
16.02	1.9272
16.01	1.9266
16.00	1.9261
15.99	1.9256
15.98	1.9250
15.97	1.9245
15.96	1.9239
15.95	1.9234
15.94	1.9229
15.93	1.9223
15.92	1.9218
15.91	1.9212
15.90	1.9207
15.89	1.9202
15.88	1.9196
15.87	1.9191
15.86	1.9185
15.85	1.9180
15.84	1.9175
15.83	1.9169
15.82	1.9164
15.81	1.9158
15.80	1.9153
15.79	1.9148
15.78	1.9142
15.77	1.9137
15.76	1.9131

PURCHASER  
 SELLER

BASE MOODY'S AVERAGE = 15.27%  
 BASE INSTALLMENT FACTOR = 1.8868%

♦ IN THE EVENT THAT THE MOODY'S AVERAGE ON THE ACCEPTANCE DATE IS OTHER THAN AS SET FORTH ABOVE, THEN THE APPLICABLE INSTALLMENT FACTOR SHALL BE DETERMINED BY LESSOR ON A BASIS CONSISTENT WITH THAT EMPLOYED IN PREPARING THE FOREGOING SCHEDULE.

*Handwritten signature*

hereunder, including, without limitation, Purchaser's causing, permitting, suffering or allowing the Equipment to be sold or encumbered, and the continuance of such failure to observe or perform for a period of 10 days after receipt of written notice from Seller specifying such default, (d) Any representation or warranty by Purchaser contained in this Agreement shall prove to be untrue, incorrect or misleading in any material respect, (e) Purchaser becomes insolvent or admits in writing its inability to pay its debts as they mature; or Purchaser applies for, consents to or acquiesces in the appointment of a trustee or receiver for Purchaser or any of its property or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for Purchaser in any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law; or any dissolution or liquidation proceeding is instituted by or against Purchaser and, if instituted against Purchaser, is not dismissed within 30 days thereafter; or Purchaser makes an assignment for the benefit of its creditors, or (f) Purchaser fails within 30 days to pay or bond or otherwise discharge any attachment or judgment against it which is unstayed on appeal or otherwise.

**9. REMEDIES ON DEFAULT.** If one or more Events of Default should occur, the entire balance of the Purchase Price then remaining due hereunder automatically shall become due and payable immediately, without further demand, protest or notice of any kind to Purchaser. In addition, on Purchaser's default hereunder, Seller may exercise or avail itself of any and all rights and remedies that a secured party has against a debtor under the laws of the State of Arizona, and in particular the UCC thereof, as may be in force and effect at the time of such default, including, without limitation, the right to take possession of the Equipment, and for that purpose Seller may without notice or prior judicial hearing, so far as Purchaser can give authority therefor, enter upon any premises on which the Equipment may then be situated and remove the same therefrom. If Seller retakes possession of the Equipment, neither this Agreement nor Purchaser's obligations and duties shall be terminated; it being the intention of the parties that all provisions of this Agreement shall survive (i) the repossession of the Equipment by Seller, (ii) the expiration of the term of this Agreement and (iii) the termination of this Agreement to the extent required thereby for their full observation and performance. Seller may require Purchaser to deliver the Equipment to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and Purchaser hereby agrees so to do at Purchaser's cost when requested by Seller. Expenses of retaking, holding, preparing for sale, selling or the like shall include Seller's attorneys' fees and legal expenses and shall be borne by Purchaser. No right or remedy conferred on or reserved to Seller by this Agreement shall be exclusive of any other right or remedy herein or by law provided; and all rights and remedies of Seller conferred on Seller by this Agreement or by law shall be cumulative and in addition to every other right and remedy available to Seller.

**10. ADDITIONAL RIGHTS OF PARTIES.** If Purchaser shall unreasonably delay in performance of its obligations, duties or covenants hereunder and on notice to Purchaser from Seller, Seller shall have the right but not the obligation, and is hereby authorized by Purchaser to discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Equipment, to obtain and pay for insurance coverage thereon and to pay any necessary filing and recording fees. Purchaser agrees to reimburse Seller on demand for any payment made or any expense incurred by Seller pursuant to the foregoing authorization. Until default, Purchaser may have possession of the Equipment and use of the same in any lawful manner not inconsistent with the terms of this Agreement.

**11. ASSIGNMENT.** Seller shall have the right to assign its Security Interest in the Equipment, this Agreement and all sums due Seller hereunder to any banking or other lending institution or to any affiliate of Seller, as long as such assignment does not relieve Seller from its responsibilities hereunder and Purchaser agrees to recognize any such assignment if notified thereof. Purchaser shall not assign, whether by operation of law or otherwise, its interest in this Agreement, in whole or in part, to any third party without the prior written consent of Seller.

**12. PURCHASER'S REPORTING REQUIREMENTS.** Without demand, Purchaser shall: (i) within 10 days thereof notify Seller of each accident claim or demand arising out of the alleged or apparent improper manufacturing, functioning, use, operation or storage of the Equipment, the time, place and nature of the accident claim or demand and damage, the names and addresses of parties involved, person injured, witnesses and owners of property damaged, and such other information as may be known, and promptly advise Seller of all correspondence, papers, notices and documents whatsoever received by Purchaser in connection with any such accident claim or demand and aid in the investigation and defense of all such claims and shall aid in the recovery of damages from third persons liable therefor, (ii) immediately notify Seller in writing of any Imposition which shall attach to the Equipment, of the location of the Equipment on such day, (iii) promptly notify Seller in writing of each new base location of the Equipment, and (iv) as soon after the close of each fiscal year of Purchaser as practicable, but in any event not later than 90 days after the close of such fiscal year, furnish to Seller, in duplicate, copies of Purchaser's most recent financial reports, including Purchaser's most recent annual report and/or balance sheet and profit and loss statement, certified to by a recognized firm of Certified Public Accountants. Interim financial reports certified by the chief financial officer of Purchaser will be furnished on a quarterly basis and as requested by Seller at other times. On the date the audited financial reports are submitted to Seller as herein provided and at such other times as Seller may demand, Purchaser shall advise Seller in writing where each Item of Equipment is located, the serial number, manufacturer, condition and the maintenance program being followed in respect of each Item. At all times Purchaser shall permit Seller to examine the Equipment.

**13. CONSOLIDATION OF TRANSACTIONS AND OBLIGATIONS.** Purchaser acknowledges that it may now or hereafter have, other installment sale or lease transactions with Seller, such other transaction being or to be subject to installment sale and/or security agreements, loan agreements, promissory notes, chattel mortgages, and/or equipment lease agreements not part of the documents evidencing this transaction ("Other Agreements"). Purchaser further acknowledges that Seller views all such transactions with Purchaser as a continuing, single relationship. It is therefore acknowledged and agreed by Purchaser that, without regard to the number of Other Agreements, a default under any of the Other Agreements, or under this Agreement, not cured within any applicable grace period shall constitute a default under all Other Agreements and under this Agreement, and Seller may, in its discretion, exercise its right of repossession and/or any and all other remedies available to Seller. In the event that the sales price of the Equipment subsequent to an Event of Default exceeds the sums due Seller hereunder, such excess sales proceeds shall be applied against any deficiency resulting from a corresponding default and sale under any Other Agreement. Similarly, in the event there is a default and subsequent sale of the equipment subject to any Other Agreement (other than an equipment lease agreement) and if in such event the sales proceeds of such equipment exceeds the sums due Seller thereunder, such excess sale proceeds shall be applied to any deficiency incurred by Seller hereunder.

**14. CONDITIONS PRECEDENT.** The obligations of Seller hereunder to purchase any Item of Equipment from the Vendor(s) thereof and to sell it to Purchaser hereunder are expressly contingent on satisfaction and fulfillment of the following at Purchaser's sole cost and expense: (a) Purchaser shall have executed and delivered, or caused to be executed and delivered, at its sole cost and expense, such documents as Seller shall deem necessary and desirable (and as shall be satisfactory to Seller in form and content) in connection with this transaction, including, without limitation, opinions of legal counsel, officer's and insurance certificates, UCC Financing Statements, and waivers from owners of interests in realty on which the Equipment may be located, (b) there shall be no materially adverse change in the financial or business condition of Purchaser prior to the date on which Seller is requested to purchase any Item of Equipment, (c) Purchaser shall have kept and performed Purchaser's obligations hereunder, (d) the Vendor(s) is willing and able to sell and deliver the Equipment and to transfer title thereto, free and clear of all liens and encumbrances, to Seller on or before the date set forth in the applicable Supplement, for a total consideration not exceeding Cost, and, (e) the execution and delivery to Seller by each of the Guarantors set forth on the signature page hereof, of a guarantee, in form and substance satisfactory to Seller in all respects, in favor of Seller guaranteeing the full, prompt, complete and faithful performance, payments, observance and fulfillment by Purchaser of all the obligations, covenants and conditions herein contained, and if the Equipment is used Equipment, the following additional items: (f) a Warranty Bill of Sale from each Vendor to Seller pursuant to which Seller shall receive good and marketable title to the Equipment free and clear of all liens and encumbrances whatsoever, (g) a favorable opinion of legal counsel to each Vendor, in form and substance satisfactory in all respects to Seller, to the effect that upon the sale of the Equipment by Vendor to Seller, Vendor will convey to Seller good and marketable title thereto free and clear of all liens and encumbrances whatsoever (in rendering such opinion, such counsel shall have made and shall refer to searches of the appropriate UCC, judgment and tax records of such jurisdictions as shall be necessary with respect to Vendor as of the date Seller shall purchase the Equipment from Vendor) and (h) evidence of ownership of the Equipment by Vendor.

ICC  
INITIAL  
HERE

15. MISCELLANEOUS. This Agreement and the Security Interest in the Equipment created hereby shall terminate when the obligations of Purchaser hereunder have been paid and satisfied in full. Time is of the essence. No waiver by Seller of any default shall be effective, unless specifically given in writing, nor shall any such waiver operate as a waiver of any other default or of the same default on a different occasion. All rights of Seller hereunder shall inure to the benefit of its successors and assigns. All obligations of Purchaser shall bind the successors and assigns of Purchaser. If, and to the extent that applicable law mandates any rights or duties inconsistent with or in addition to those contained herein, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All demands, notices, consents, requests and other communications hereunder unless otherwise specifically stated herein, shall be in writing and shall be deemed to have been duly given when personally delivered to any officer of Purchaser or Seller as the case may be, or 3 days after mailing by registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given at its address set forth on the signature page hereof or to such other person or address as either party may, by notice complying with the provisions of this paragraph give to the other. The execution of this Agreement supersedes and makes null and void any and all prior representations, warranties and/or inducements written or oral heretofore made by Seller concerning this transaction. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

16. SUPPLEMENT 1. The first Supplement to this Agreement, designated as Supplement 1, is as follows:

A. Description of Equipment covered by the Agreement:

Ten (10) DOT/ICC-111 A 100-U-1 Tank Cars, 100 ton with 20,000 gallon coiled non-insulated tanks.

MOFX 1001-1010

\*B. Purchase Price. Purchaser agrees to pay to Seller, based on a TOTAL COST ("Cost") of the Equipment to Seller of Two Hundred Fifty Thousand Dollars (\$250,000.00) the TOTAL SUM (the "Purchase Price")

of Four Hundred Seventy-One Thousand, Two Hundred Twenty-Eight Dollars (\$471,228.00)

which shall include a TOTAL INCOME to Seller, including FINANCE CHARGES ("income"), of Two Hundred Twenty-One Thousand, Two Hundred Twenty-Eight Dollars (\$221,228.00) in a total of -85- installments as follows:

- (i) The first such installment shall equal 7 % of the Cost of each Item of Equipment and shall be due and payable on the date Purchaser accepts such Item from Seller as set forth on the applicable Schedule(s)
- (ii) The next ensuing -83- installments shall equal -1.8868- % of the Cost of each Item of Equipment and shall each be due and payable on the same day of each of the successive months following the date of such acceptance thereof by Purchaser from Seller as set forth on the applicable Schedule(s); and
- (iii) The final such installment shall equal -30- % of the Cost of each Item of Equipment and shall be due and payable on the last day of the 84th month.

C. Vendor(s) must deliver and sell the Equipment to Seller on or before and the obligations of Seller to purchase the Equipment and to sell them to Purchaser pursuant to this Agreement shall expire on July 31, 1981

D. The Equipment will be ~~located~~ based in Laurinburg, North Carolina

E. The percentage referred to in paragraph 2 of the Agreement is -18- % per annum.

F. The terms used in this Supplement shall have the same meanings accorded to such terms in the Agreement unless the context otherwise requires.

G. Purchaser's address: P.O. Box 668, Laurinburg, North Carolina

H. Seller's address: Greyhound Tower, Phoenix, Arizona 85077, Attention: Vice President-Operations

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Supplement hereto as of May 15, 1981

THE HAJMM COMPANY

"PURCHASER"

By [Signature]  
 General Partner  
 Its: [Signature]  
 General Partner  
 By [Signature]  
 General Partner

~~is~~ a limited partnership

Guarantors: Murphy Evans  
McNair Evans  
E. Hervey, Jr.

GREYHOUND LEASING & FINANCIAL CORPORATION, "SELLER"

By [Signature]  
 Vice President

Attest:

By [Signature]  
 Assistant Secretary/Attorney

\*The Total Sum, Total Income, Finance Charges and percent of Cost set forth in subparagraphs (i) and (ii) of paragraph B of Supplement 1 shall be subject to change at takedown in accordance with paragraph 4 of Rider No. 1.

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