

BENJAMIN W. DULANY*
KENNETH WELLS PARKINSON
DANIEL WEBSTER COON*
ARTHUR C. ELGIN, JR.*
JAMES P. SCHALLER*
JO V. MORGAN, JR.*
JOHN A. NEVIUS
PATRICIA D. GURNE
NICHOLAS STILLWELL McCONNELL**
ALAN R. SWENDIMAN*
SIDNEY C. COUSINS, JR.*
PATRICK L. WOODWARD*
JAMES R. MICHAL*
M. ELIZABETH MEDAGLIA
DAVID H. COX*
MICHAEL J. McMANUS*
JOHN J. BRENNAN, III**
RICHARD W. BRYAN**
CHRISTINE A. NYKIEL*
PAUL S. SCHLEIFMAN*
TIMOTHY R. DINGILIAN*
ANTOINETTE A. LEBEL
RICHARD J. DeFEO, JR.
MARY LYNN REED*
WARREN LUTZ*

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

LAW OFFICES

JACKSON & CAMPBELL, P.C.

ONE LAFAYETTE CENTRE
SUITE 300 SOUTH
1120 20TH STREET, N.W.
WASHINGTON, D.C. 20036

INT'L TELEX: 64706
TELECOPIER (202) 457-1678
(202) 457-1600

May 28, 1987

HAND-DELIVERED

THOMAS SEARING JACKSON*
EDMUND D. CAMPBELL*
OF COUNSEL

MARYLAND OFFICE
200 ANDROE STREET
ROCKVILLE, MARYLAND 20850
(301) 340-0450
VIRGINIA OFFICE
1008 NORTH RANDOLPH STREET
SUITE 104
ARLINGTON, VIRGINIA 22201
(703) 522-1330

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

REC. DATE NO. 13396-1
MAY 28 1987 -9 10 AM
INTERSTATE COMMERCE COMMISSION

* ALSO ADMITTED IN MARYLAND
* ALSO ADMITTED IN VIRGINIA

Ms. Noreta R. McGee
Office of the Secretary
Recordation Office
Interstate Commerce Commission
12th Street and Constitution
Avenue, N.W.
Washington, D.C. 20423

Re: Equifund L.P.; Citibank, N.A.,
Firemen's Insurance Company of
Newark, New Jersey;
The Connecticut National Bank;
ICC Recordation No. 13396-C, 13396-D,
13396-E, 13396-F, 13396-G, 13396-H,
13396-I and -13396-J

Dear Ms. McGee:

In accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act, 49 U.S.C. § 11303, and Part 1177 of Title 49 of the Code of Federal Regulations, we request, as special counsel for Citibank, N.A., that the enclosed documents be recorded and filed with the Interstate Commerce Commission.

You will find enclosed executed originals of the following documents:

- 1. Restructure Agreement, dated as of May 15, 1987, among Equifund L.P., Citibank, N.A., and Firemen's Insurance Company of Newark, New Jersey.

Schwartz
Quintana

Ms. Noreta R. McGee
May 28, 1987
Page two

DOCUMENT
STAMPED

This Restructure Agreement is intended, in pertinent part, to restructure the Bank Loan Agreement between Citibank, N.A. and Equifund L.P. This Restructure Agreement should be filed and recorded as Recordation No. 13396-~~C~~

-C

2. Reimbursement Agreement, dated as of May 15, 1987, among Firemen's Insurance Company of Newark, New Jersey, Equifund L.P., and Citibank, N.A.

-D

This Reimbursement Agreement is intended, in pertinent part, to provide additional security for Citibank, N.A. in connection with the Restructure Agreement noted above. This Reimbursement Agreement should be filed and recorded as Recordation No. 13396-~~D~~.C

3. Mortgage and Security Agreement, dated as of May 15, 1987 (the "Firemen's Mortgage and Security Agreement"), by and between Equifund L.P. and Firemen's Insurance Company of Newark, New Jersey.

This Mortgage and Security Agreement is intended, in pertinent part, to provide security to Firemen's Insurance Company of Newark, New Jersey for the obligations incurred by said Company in the Reimbursement Agreement stated above. This Mortgage and Security Agreement should be filed and recorded as Recordation No. 13396-~~D~~.D

-E

4. Assignment, dated as of May 15, 1987, of Mortgage and Security Agreement, dated as of May 15, 1987, from Firemen's Insurance Company of Newark, New Jersey, to The Connecticut National Bank, as Trustee.

This Assignment is intended, in pertinent part, to assign the rights of Firemen's Insurance Company of Newark, New Jersey under the Mortgage and Security Agreement noted above at paragraph 3 to The Connecticut National Bank, as Trustee. This Assignment should be filed and recorded as Recordation No. 13396-~~E~~

-F

5. Third Amendment (dated as of May 15, 1987) to Mortgage and Security Agreement, dated December 30, 1981 (as so amended, the "Citibank Mortgage and Security Agreement") by Equifund L.P. and Citibank, N.A.

This Third Amendment is intended, in pertinent part, to reflect the changes to the Mortgage and Security Agreement, dated December 30, 1981, by Equifund L.P. and Citibank, N.A., as required by the Restructure Agreement and other documents identified herein. This Third Amendment should be filed and recorded as Recordation No. 13396-~~F~~.F

-G

Ms. Noreta R. McGee
May 28, 1987
Page three

Doc'T
STAMPED

6. Assignment, dated as of May 15, 1987, of Mortgage and Security Agreement, dated December 30, 1981, from Citibank, N.A., to The Connecticut National Bank, as Trustee.

This Assignment is intended, in pertinent part, to effectuate the assignment by Citibank, N.A. of its rights under the Citibank Mortgage and Security Agreement, dated December 30, 1981, and the collateral described therein to The Connecticut National Bank, as Trustee. This Assignment should be filed and recorded as Recordation No. 13396-~~2.8~~

- H

7. Trust Agreement, dated as of May 15, 1987, among Equifund L.P., Citibank, N.A., Firemen's Insurance Company of Newark, New Jersey, and The Connecticut National Bank, as Trustee.

This Trust Agreement is intended, in pertinent part, to delineate the relative rights and responsibilities as between Equifund L.P., Citibank, N.A., Firemen's Insurance Company of Newark, New Jersey, and The Connecticut National Bank, as Trustee, with regard to the Railcars and other collateral described therein and the proceeds received with regard to said railcars and other collateral. This Trust Agreement should be filed and recorded as Recordation No. 13396-~~4~~

- I

8. Amended and Restated Equipment Loan Agreement, dated as of May 15, 1987, among Equifund L.P. and Citibank, N.A.

This Amended and Restated Equipment Loan Agreement is intended, in pertinent part, to reflect and incorporate the various changes effectuated through the foregoing seven (7) documents and sets forth in one document the Equipment Loan Agreement, as amended and restated in connection therewith. This Amended and Restated Equipment Loan Agreement should be filed and recorded as Recordation No. 13396-~~0.2~~

- J

The above-referenced documents relate, inter alia, to the right, title and interest in and to certain Railcars, which Railcars are more specifically described in the above-referenced documents; for example and in particular, Exhibit "F" to the Amended and Restated Equipment Loan Agreement, dated as of May 15, 1987.

The parties to the aforesaid documents are as stated above. The addresses of the various parties are as follows:

Ms. Noreta R. McGee
May 28, 1987
Page four

Equifund L.P.
750 Third Avenue
New York, New York 10528

Citibank, N.A.
450 Mamaroneck Avenue
Harrison, New York 10528

Firemen's Insurance Company
of Newark, New Jersey
180 Maiden Lane
New York, New York 10038

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

You will also find enclosed herewith a check made payable to the Interstate Commerce Commission in the amount of Eighty Dollars (\$80.00), which amount is intended as full and final payment of the filing fee to be incurred in connection herewith.

Would you please stamp, as filed, each of the duplicate originals enclosed herewith and return the stamped duplicate originals not used by your office to our office at your earliest possible convenience?

If you have any questions in this regard, please do not hesitate to contact us.

Sincerely yours,

JACKSON & CAMPBELL, P.C.

By:


Richard W. Bryan

RWB/lg

Enclosures As Stated

cc: Richard F. Hahn, Esquire
Mr. Gary G. Groot

Interstate Commerce Commission
Washington, D.C. 20423

5/29/87

OFFICE OF THE SECRETARY

Richard W. Bryan
Jackson & Campbell
1120 20th St. N.W.
Suite 300 South
Washington, D.C. 20036

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 5/28/87 at 9:30am, and assigned re-
recording number(s). 13396 through

Sincerely yours,

Norata R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 13396-C Filed 1426

MAY 28 1987 -9 20 AM
INTERSTATE COMMERCE COMMISSION

RESTRUCTURE AGREEMENT

dated as of

May 15, 1987

among

EQUIFUND L.P.,

CITIBANK, N.A.,

and

**FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY**

RA.EQU

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
RECITAL CLAUSES.....	4
1. DEFINITIONS.....	7
2. RESTRUCTURING OF OUTSTANDING ADVANCES.....	12
3. CONDITIONS TO OBLIGATIONS OF FINANCING PARTIES.....	13
3.1 Payments to the Bank.....	13
3.2 Release of Equipment Value Policy.....	13
3.3 Authorization, Execution and Delivery of Documents.....	13
3.4 Financing Statements and Amendments.....	14
3.5 Delivery of Bank Instruments.....	14
3.6 Resolutions, Etc.....	14
3.7 Opinions of Counsel.....	15
3.8 Officer's Certificates.....	15
3.9 Copies of Leases.....	16
3.10 Obligations of Other Financing Parties.....	16
3.11 Bank Loan Agreement Amendment.....	16
4. REPRESENTATIONS, WARRANTIES AND COVENANTS.....	16
4.1 Representations and Warranties of the Partnership.....	16
4.2 Covenants of the Partnership.....	18
5. [RESERVED].....	18
6. PRIORITY OF LIENS.....	18
7. ADDITIONAL PROVISIONS REGARDING PAYMENT OBLIGATIONS.....	18
7.1 Additional Payments.....	18
7.2 Mandatory Prepayment of Notes and Reimbursement of Surety.....	19
8. LIMITATION ON DEFAULT FEES.....	21
9. LIMITATION ON REMEDIES AND CONSENTS.....	21
9.1 Remedies.....	21
9.2 Consent.....	21
10. [RESERVED].....	21
11. [RESERVED].....	21
12. NOTICES.....	22

<u>SECTION</u>	<u>PAGE</u>
13. EXPENSES.....	22
14. MISCELLANEOUS.....	23
14.1 Severability.....	23
14.2 Waivers; Modifications.....	23
14.3 Binding Effect; Successors and Assigns.....	23
14.4 Survival of Agreements, Etc.....	23
14.5 Captions; References.....	23
14.6 Execution in Counterparts.....	23
14.7 Recourse to Partners.....	23
14.8 Governing Law.....	25
 EXHIBIT A -- Form of Bank Loan Agreement Amendment	
EXHIBIT B -- [RESERVED]	
EXHIBIT C -- [RESERVED]	
EXHIBIT D -- [RESERVED]	
EXHIBIT E -- Form of Trust Agreement	
EXHIBIT F -- Description of Equipment	
EXHIBIT G -- Form of Release	
EXHIBIT H -- Location of Equipment	

RESTRUCTURE AGREEMENT

RESTRUCTURE AGREEMENT, dated as of May 15, 1987, among (i) EQUIFUND L.P., a Delaware limited partnership (the "Partnership"), (ii) CITIBANK, N.A., a national banking association (the "Bank"), and (iii) FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey insurance corporation ("Firemen's"). All capitalized terms used herein shall have the respective meanings assigned in Section 1.

RECITAL CLAUSES

A. Pursuant to the Bank Loan Agreement, the Bank made a loan in the aggregate principal amount of \$24,950,641.37, of which \$15,332,763.75 remains outstanding on the date hereof.

B. The loan was originally secured by security interests in the Equipment pursuant to the Bank Security Documents and a security interest in the Aircraft pursuant to the Aircraft Mortgage.

C. As further support for the loan, Firemen's issued the Equipment Value Policy in the aggregate amount of \$9,000,000.

D. The Aircraft have been sold, and the lien of the Aircraft Mortgage has been released.

E. The Bank has made a claim under the Equipment Value Policy.

F. The parties hereto desire to restructure the outstanding loan as follows:

- (i) the Bank and the Partnership will enter into an Amended and Restated Equipment Loan Agreement, dated as of the date hereof, substantially in the form attached hereto as Exhibit A (the "Bank Loan Agreement Amendment") providing for the application of various amounts toward the principal balance outstanding under the nine promissory notes of the Partnership dated March 11, 1982 and issued pursuant to the Bank Loan Agreement (the "Old Bank Notes") and the Partnership will issue to the Bank a certain Consolidated Promissory Note in the principal amount of \$12,869,408.25 dated the Closing Date (the "New Bank Note") substantially in the form of Exhibit A-1 to the Bank Loan Agreement Amendment reflecting the terms on which the remaining principal due under the Old Bank Notes shall be repaid;

- (ii) the Partnership will agree to pay to the Bank \$150,000 on June 28, 1987 and \$2,649,466.82 on June 28, 1992 to be applied toward the interest accrued and outstanding on principal under the Old Bank Notes and in addition the Partnership will agree to pay to the Bank the amount of \$84,390.91 in monthly installments of \$14,065.15 beginning on July 28, 1987, and continuing on the 28th day of each succeeding month until such amount is paid in full, to be applied toward past due legal and appraisal fees under the Old Bank Notes and the Bank Loan Agreement, and will execute a promissory note in the amount of \$2,931,853.45 dated the Closing Date (the "Deferral Note") substantially in the form of Exhibit A-2 to the Bank Loan Agreement evidencing such agreements;

- (iii) on the Closing Date, Firemen's will pay the Bank \$1,100,000 under the Surety Bond (as defined below) in respect of the installment due on the Closing Date under the New Bank Note;

- (iv) the Partnership will enter into (A) an amendment to the Bank Security Agreement, dated as of the date hereof (the "Bank Security Agreement Amendment"), (B) an amendment to the Bank Ship Mortgage, dated as of the date hereof (the "Bank Ship Mortgage Amendment"), and (C) an amendment to the Bank Mortgage and Security Agreement, dated as of the date hereof (the "Bank Mortgage and Security Agreement Amendment") to secure obligations of the Partnership under the Notes;

- (v) [RESERVED];

- (vi) [RESERVED];

- (vii) the Bank and Firemen's will have received the agreement of Equilease to perform certain management services and to defer certain management fees payable to it with respect to the Partnership pursuant to a Support Agreement dated as of the date hereof (the "Support Agreement");
- (viii) the Partnership will agree not to pay any expense other than Allowable Expenses and will agree to pay an amount to the Trustee (as defined below) pursuant to Section 4.01(f) of the Bank Loan Agreement Amendment.
- (ix) [RESERVED];
- (x) Firemen's will issue a surety bond dated the Closing Date (the "Surety Bond");
- (xi) the Partnership will undertake certain reimbursement obligations in respect of the Surety Bond pursuant to a Reimbursement Agreement, dated as of the date hereof (the "Firemen's Reimbursement Agreement");
- (xii) in order to secure the reimbursement obligations of the Partnership under the Firemen's Reimbursement Agreement, the Partnership and Firemen's will enter into (A) a Security Agreement, dated as of the date hereof (the "Firemen's Security Agreement"), (B) a Preferred Ship Mortgage, dated as of the date hereof (the "Firemen's Ship Mortgage"), and (C) a Mortgage and Security Agreement, dated as of the date hereof (the "Firemen's Mortgage and Security Agreement");
- (xiii) the Bank and Firemen's (collectively, the "Financing Parties") will require that the Partnership provide for the receipt of funds under the Leases and proceeds from sale and/or Casualty Loss of Equipment and the distribution thereof among the Financing Parties pursuant to a Trust Agreement, dated as of the date hereof, among the Financing Parties, the Partnership and The Connecticut National Bank, as trustee (the "Trustee"), substantially in the form attached hereto as Exhibit E (the "Trust Agreement");
- (xiv) the Bank and Firemen's will each assign to the Trustee their security interests under the Bank Security Documents and the Bank Security Document Amendments (in the case of the Bank) pursuant to assignments (the "Bank Assignments") and under the Firemen's

Security Documents (in the case of Firemen's) pursuant to assignments (the "Firemen's Assignments"); and

- (xv) the Bank and Firemen's will agree to the cancellation of the Equipment Value Policy.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, for all purposes of this Agreement, the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined):

Aircraft: each of (a) the Fairchild Swearingen Corporation Model Merlin IIIC aircraft bearing U.S. registration number N3019U and manufacturer's serial number T-456, (b) the Piper Aircraft Corporation Model Cheyenne III aircraft bearing U.S. registration number N4098K and manufacturer's serial number 42-8001050, and (c) the Piper Aircraft Corporation Model Cheyenne III aircraft bearing U.S. registration number N64WA and manufacturer's serial number 42-8001060.

Aircraft Claim: as defined in Recital Clause E.

Aircraft Mortgage: the Chattel Mortgage and Security Agreement, dated as of December 30, 1981, from The Connecticut National Bank (formerly Hartford National Bank and Trust Company), as Trustee, to the Bank, as amended by an Amendment, dated as of March 1, 1982.

Assignments: the Bank Assignments and the Firemen's Assignments.

Bank: as defined in the introductory paragraph of this Agreement.

Bank Assignments: as defined in Recital Clause F(xiv).

Bank Documents: the Bank Security Documents, the Notes, the Bank Loan Agreement Amendment and this Agreement.

Bank Loan Agreement: the Equipment Loan Agreement, dated as of March 1, 1982, between the Partnership and the Bank.

Bank Loan Agreement Amendment: as defined in Recital Clause F(i).

Bank Mortgage and Security Agreement: the Mortgage and Security Agreement, dated December 30, 1981, between the Partnership and the Bank, as amended by an Amendment, dated as of March 1, 1982.

Bank Mortgage and Security Agreement Amendment: as defined in Recital Clause F(iv).

Bank Security Agreement: the Security Agreement, dated as of December 30, 1981, between the Partnership and the Bank.

Bank Security Agreement Amendment: as defined in Recital Clause F(iv).

Bank Security Document Amendments: the Bank Security Agreement Amendment, the Bank Ship Mortgage Amendment and the Bank Mortgage and Security Agreement Amendment.

Bank Security Documents: the Bank Ship Mortgage, the Bank Mortgage and Security Agreement and the Bank Security Agreement.

Bank Ship Mortgage: the Preferred Ship Mortgage, dated December 30, 1981, between the Partnership and the Bank, as amended by an Amendment, dated March 8, 1982.

Bank Ship Mortgage Amendment: as defined in Recital Clause F(iv).

Casualty Loss: as defined in the the Bank Loan Agreement Amendment.

Closing Date: May 28, 1987, or such other date as may be agreed upon by the Partnership and each of the Financing Parties.

Collateral: the Collateral as defined in each of the Bank Security Agreement (as amended by the Bank Security Agreement Amendment), the Bank Mortgage and Security Agreement (as amended by the Bank Mortgage and Security Agreement Amendment), the Firemen's Security Agreement and the Firemen's Mortgage and Security Agreement and each Vessel as defined in each of the Bank Ship Mortgage (as amended by the Bank Ship Mortgage Amendment) and the Firemen's Ship Mortgage, respectively, as the context may require.

Crew Boat: as defined in the Bank Loan Agreement Amendment.

Default Fee: as defined in the Bank Loan Agreement Amendment.

Deferral Note: as defined in Recital Clause F(ii).

Deferred Principal Maturity Date: as defined in the Bank Loan Agreement Amendment.

Equilease: Equilease Corporation, a New York corporation, and its successors or assigns.

Equipment: the items of equipment referred to in Exhibit F.

Equipment Value Policy: Residual Equipment Value Insurance Policy No. EVI000001, dated June 21, 1982, issued by Firemen's.

Event of Bankruptcy: shall mean with respect to any party or person either: (a) that it shall (i) (except as to the Partnership) be unable to pay its debts generally as they become due, (ii) make a general assignment for the benefit of its creditors, (iii) apply for or consent to the appointment of a receiver, trustee, assignee, custodian, sequestrator, liquidator or similar official for itself or all or a substantial part of its assets and properties, (iv) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code, (v) file with or otherwise submit to any governmental authority any petition, answer or other document seeking (A) reorganization, (B) an arrangement with creditors or (C) to take advantage of any other present or future applicable law respecting bankruptcy, reorganization, insolvency, readjustment of debts, relief of debtors, dissolutions or liquidation, (vi) file or otherwise submit any answer or other document admitting or failing to contest the material allegations of a petition or other document filed or otherwise submitted against it in any proceeding under any such applicable law, (vii) be adjudicated a bankrupt or insolvent, or (viii) in the case of Firemen's, be subject as debtor (or similar capacity) to an action or proceeding similar to any of the foregoing applicable to insurance corporations under New Jersey law; or (b) that any case, proceeding or other action shall be commenced against it for the purpose of effecting, or an order, judgment or decree shall be entered by any court of competent jurisdiction approving (in whole or in part), anything specified in subsection (a) above, or any of such persons, or any receivers, trustee, assignee, custodian, sequestrator, liquidator or other official shall be appointed with respect to or shall be appointed to take or shall otherwise acquire possession or control of all or a substantial part of the assets and properties of any of such persons and any of the foregoing in this clause (b) shall continue unstayed and in effect for any period of 60 days.

Event of Default: shall mean an "Event of Default" under the Bank Loan Agreement Amendment.

Excess Monthly Revenues: as defined in the Trust Agreement.

Final Maturity Date: June 28, 1992.

Financing Parties: as defined in Recital Clause F (xiii).

Firemen's: as defined in the introductory paragraph of this Agreement.

Firemen's Assignments: as defined in Recital Clause F(xiv).

Firemen's Mortgage and Security Agreement: as defined in Recital Clause F(xii).

Firemen's Reimbursement Agreement: as defined in Recital Clause F(xi).

Firemen's Security Agreement: as defined in Recital Clause F(xii).

Firemen's Security Documents: the Firemen's Security Agreement, the Firemen's Ship Mortgage and the Firemen's Mortgage and Security Agreement.

Firemen's Ship Mortgage: as defined in Recital Clause F(xii).

General Partner: Equilease Management Corporation, a Delaware corporation, and any successor general partner of the Partnership.

Hopper Barges: as defined in the Bank Loan Agreement Amendment.

Leases: leases or charters of, or usage or management agreements with respect to, the Equipment.

Lien: as defined in the Bank Loan Agreement Amendment.

Management Services Agreement: the agreement for providing management services between the Partnership and Equilease dated May, 1981.

Net Sale Proceeds: as defined in the Bank Loan Agreement Amendment.

Net Unreimbursed Bond Payments: at any time, "Net Bond Payments" as defined in the Surety Bond.

New Bank Note: as defined in Recital Clause F(i).

Notes: the New Bank Note and the Deferral Note.

Notice of Actionable Default: as defined in the Trust Agreement.

Old Bank Notes: as defined in Recital Clause F(i).

Partnership: as defined in the introductory paragraph of this Agreement.

Partnership Agreement: the Amended and Restated Agreement of Limited Partnership of Equifund L.P., dated as of May 15, 1981, as amended.

Payment Date: as defined in the Bank Loan Agreement Amendment.

Permitted Lien: as defined in the Bank Loan Agreement Amendment.

Primary Bank Note Obligations: as defined in the Trust Agreement.

Primary Firemen's Obligations: as defined in the Trust Agreement.

Railcars: as defined in the Bank Loan Agreement Amendment.

Required Consenting Party: shall mean, at any time, (a) Firemen's if either (x) the following three conditions apply: (i) the Net Unreimbursed Bond Payments at such time are less than \$4,150,000, (ii) no Event of Bankruptcy has occurred as to Firemen's, and (iii) Firemen's is in compliance with all of its obligations under the Restructure Agreement and the Surety Bond, or (y) all Primary Bank Note Obligations have been paid but all Primary Firemen's Obligations have not been paid; and (b) the Bank, in all other cases.

Required Secured Parties: shall mean, (1) at any time on or before the Final Maturity Date, (a) both Firemen's and the Bank, jointly, if (i) all Primary Bank Note Obligations have not been paid, (ii) the Net Unreimbursed Bond Payments at such time are less than \$4,150,000, (iii) no Event of Bankruptcy has occurred as to Firemen's, (iv) Firemen's is in compliance with all of its obligations under the Restructure Agreement and the Surety Bond, and (v) no Specified Event of Default has occurred; (b) the Bank, if all Primary Bank Note Obligations have not been paid, no Specified Event of Default has occurred, and any one of the following is applicable: (i) the Net Unreimbursed Bond Payments at such time are \$4,150,000 or more, (ii) an Event of Bankruptcy has occurred as to Firemen's, or (iii) Firemen's has failed to comply with any of its obligations under the Restructure Agreement and the Surety Bond; (c) Firemen's, if (i) all Primary Bank Note Obligations have been paid, (ii) all Primary Firemen's Obligations have not been paid, (iii) no Specified Event of Default has occurred, and (iv) no Event of Bankruptcy has occurred as to Firemen's; and (d) either Firemen's or the Bank if (i) a Specified Event of Default has occurred, (ii) no Event of Bankruptcy has occurred as to Firemen's, and (iii) Firemen's is in compliance with all of its obligations under the Restructure Agreement and the Surety Bond or the Bank has waived such

compliance in writing solely for the purpose of this Definition; and (e) the Bank, in all other cases; and, (2) at any time after the Final Maturity Date, (a) either the Bank or Firemen's if (i) no Event of Bankruptcy has occurred as to Firemen's and (ii) Firemen's is in compliance with all of its obligations under the Restructure Agreement and the Surety Bond or the Bank has waived such compliance in writing solely for the purpose of this Definition, and (b) the Bank, in all other cases.

Restructure Event of Default: shall mean, at any time, a failure by the Partnership to make payments within five (5) days after the date when due under the Notes, which payments are due and unpaid by the Partnership at any time in an aggregate amount of at least \$3,800,000 (including, without limitation, any amounts not paid by the Partnership in respect of the principal installments due under the Notes on the Closing Date) or an "Event of Default" under Section 5.01(b), (c), (d), (e), (f), (g), (i), or (k) of the Bank Loan Agreement Amendment.

Scheduled Sale Amount: as defined in the Bank Loan Agreement Amendment.

Scheduled Sale Date: as defined in the Bank Loan Agreement Amendment.

Security Documents shall mean the Bank Security Documents, as amended by the Bank Security Document Amendments, and the Firemen's Security Documents.

Specified Event of Default shall mean, at any time, an "Event of Default" resulting from either (a) any failure of the Partnership to comply with any term contained in Section 4.02(e) of the Bank Loan Agreement Amendment or (b), any failure of the Partnership to comply with any term contained in Sections 4.01(d), 4.01(g), 4.02(h) or 4.02(i) of the Bank Loan Agreement Amendment, if such failure or all such failures involves amounts in the aggregate of at least \$50,000.

Support Agreement: as defined in Recital Clause F(vii).

Surety Bond: as defined in Recital Clause F(x).

Trust Agreement: as defined in Recital Clause F(xiii).

Trustee: as defined in Recital Clause F(xiii).

Working Capital Account: as defined in the Bank Loan Agreement Amendment.

SECTION 2. RESTRUCTURING OF OUTSTANDING ADVANCES

Subject to the terms and conditions of this Agreement, on

the Closing Date (i) the Bank and the Partnership will execute and deliver the Bank Loan Agreement Amendment, the Bank Security Document Amendments and the Bank Assignments (or consents thereto), (ii) the Partnership will execute and deliver to the Bank the Notes, (iii) Equilease will execute and deliver to the Bank and the Surety the Support Agreement, (iv) the Partnership and Firemen's will execute and deliver the Firemen's Reimbursement Agreement, the Firemen's Security Documents and the Firemen's Assignments (or consents thereto), and (v) Firemen's will execute and deliver to the Bank the Surety Bond.

SECTION 3. CONDITIONS TO OBLIGATIONS OF FINANCING PARTIES

The obligation of each of the Financing Parties to participate in the restructuring of the outstanding Advances pursuant to Section 2 is subject to the fulfillment to the satisfaction of such Financing Party, on or prior to the Closing Date, of each the following conditions:

3.1 Payments to the Bank. Firemen's shall have paid to the Bank the amounts set forth in Recital Clause F(iii) and Section 7.1 hereof and the Partnership shall have paid to the Bank the amount set forth in Section 2.01(p) of the Bank Loan Agreement Amendment, all in immediately available funds.

3.2 Release of Equipment Value Policy. The Bank shall have delivered the Equipment Value Policy to Firemen's, together with a release with respect thereto, substantially in the form attached hereto as Exhibit G.

3.3 Authorization, Execution and Delivery of Documents. The following documents shall have been duly authorized, executed and delivered by the respective party or parties thereto, shall be in form and substance satisfactory to each Financing Party, shall be in full force and effect on the Closing Date and an executed counterpart of each thereof shall have been delivered to such Financing Party:

- (a) the Bank Loan Agreement Amendment;
- (b) the Bank Security Document Amendments;
- (c) the Firemen's Reimbursement Agreement;
- (d) the Firemen's Security Documents;
- (e) the Trust Agreement;
- (f) the Support Agreement;
- (g) the Bank Assignments; and
- (h) the Firemen's Assignments.

3.4 Financing Statements and Amendments. Uniform Commercial Code financing statements or similar statements from the Partnership as are deemed necessary or desirable by counsel for Firemen's to perfect and protect the security interest of Firemen's under the Firemen's Security Documents shall have been executed and delivered, and all such financing or similar statements (or, when necessary, any of the Firemen's Security Documents) shall have been duly filed in all places as, in the opinion of counsel for Firemen's, is necessary or desirable to protect such security interests. Amendments to Uniform Commercial Code financing statements or similar statements from the Partnership and the Bank as are deemed necessary or desirable by counsel for any of the Financing Parties to reflect the changes to the Bank Security Documents made by the Bank Security Document Amendments shall have been executed and delivered, and all such amendments (or, when necessary, any of the Bank Security Document Amendments) shall have been duly filed in all places as, in the opinion of counsel for any of the Financing Parties, is necessary or desirable to reflect such changes.

3.5 Delivery of Bank Instruments. The Bank shall have received the New Bank Note, the Deferral Note, and the Surety Bond.

3.6 Resolutions, Etc. Such Financing Party shall have received the following, in each case in form and substance satisfactory to it:

- (i) certified copies of (a) the certificate of incorporation and by-laws of the General Partner and (b) the resolutions of the Board of Directors of the General Partner approving this Agreement, the Bank Loan Agreement Amendment, the Notes, the Bank Security Document Amendments, the Trust Agreement, the Firemen's Reimbursement Agreement, the Firemen's Security Documents and consents to the Assignments and of all documents evidencing other necessary action and governmental approvals, if any, with respect to this Agreement, the Bank Loan Agreement Amendment, the Notes, the Bank Security Document Amendments, the Trust Agreement, the Firemen's Reimbursement Agreement, the Firemen's Security Documents and consents to the Assignments; and
- (ii) a certificate of the Secretary or an Assistant Secretary of the General Partner certifying the names and true signatures of the officers of the General Partner authorized to sign this Agreement, the Bank Loan Agreement Amendment, the Notes, the Bank Security Document Amendments, the Trust

Agreement, the Firemen's Reimbursement Agreement, the Firemen's Security Documents, consents to the Assignments and the other documents to be delivered hereunder; and

- (iii) a copy of the Partnership Agreement, certified by the Secretary of State of Delaware.

3.7 Opinions of Counsel. Such Financing Party shall have received a favorable opinion of each of the following counsel, dated the Closing Date and in form and substance reasonably satisfactory to each of them:

- (i) Roger E. M. Dubin, counsel for each of the Partnership and the General Partner;

- (ii) Jackson & Campbell, special ICC counsel;

- (iii) Thompson & Mitchell, special counsel with respect to the vessels;

- (v) Perkins, Thompson, Hinckley & Keddy, special Maine counsel; and

- (v) a Vice President and General Counsel or an Assistant Vice President and Counsel of Firemen's.

3.8 Officer's Certificates. On the Closing Date, the following statements shall be true and such Financing Party shall have received a certificate signed on behalf of the Partnership by a duly authorized officer of the General Partner, dated the Closing Date, stating the following and as to such other matters as such Financing Party may reasonably request:

- (i) the General Partner is the duly authorized General Partner of the Partnership;

- (ii) the representations and warranties contained in Section 4.1 are true and correct on and as of the Closing Date as though made on and as of such date; and

- (iii) no event has occurred and is continuing, or would result from the consummation of any of the transactions contemplated hereby, which constitutes a Restructure Event of Default or would constitute a Restructure Event of Default but for the requirement that notice be given or time elapse or both.

3.9 Copies of Leases. Such Financing Party shall have received copies of all Leases in effect on the Closing Date and all guarantees and letters of credit issued in connection with such Leases. The Trustee shall have received the original counterparts of all such Leases, assignments of such Leases to the Trustee, and acknowledgments by the lessees under the Leases of such assignments.

3.10 Obligations of Other Financing Parties. Each party hereto other than such Financing Party shall have taken the actions to be taken by it pursuant to Section 2.

3.11 Bank Loan Agreement Amendment. In the case of the Bank only, each condition to the Bank Loan Agreement Amendment shall have been satisfied or waived by it.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties of the Partnership. The Partnership represents and warrants to each of the Financing Parties as follows:

(a) The Partnership is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware. The execution, delivery and performance by the Partnership of this Agreement, the Bank Loan Agreement Amendment, the Notes, the Bank Security Document Amendments, the Trust Agreement, the Firemen's Reimbursement Agreement, the Firemen's Security Documents and the consents to the Assignments (i) are within the Partnership's powers and have been duly authorized by all necessary action, (ii) do not contravene the Partnership Agreement or any law, governmental rule, regulation or order, judgment or decree or any contractual restriction binding on or affecting the Partnership, and (iii) do not require any authorization, approval or other action by, or any notice to or filing with, any governmental authority. Each of this Agreement, the Bank Loan Agreement Amendment, the Notes, the Bank Security Document Amendments, the Trust Agreement, the Firemen's Reimbursement Agreement, the Firemen's Security Documents and the consents to the Assignments constitutes the legal, valid and binding obligation of the Partnership enforceable against the Partnership in accordance with its terms.

(b) The audited balance sheet of the Partnership as of December 31, 1986 and the related statements of income and changes in financial position for the fiscal year then ended, copies of which have been furnished to the Bank and to Firemen's, fairly present, in conformity with generally accepted accounting principles, the financial condition of the Partnership as of such date and the results of operations and changes in financial

position for such fiscal year. There has been no material adverse change in such condition or operations for the Partnership since the date of the respective financial statements.

(c) There is no pending or, to the knowledge of the Partnership, threatened action or proceeding affecting the Partnership before any court, governmental agency or arbitrator which is reasonably likely to materially adversely affect the financial condition or operations of the Partnership except as disclosed in Exhibit B-5 of the Bank Loan Agreement Amendment.

(d) [RESERVED]

(e) The information presented in Exhibit F is true and correct.

(f) All of the Equipment is located at the places, or in the control of the parties, specified in Exhibit H attached hereto. The principal place of business and chief executive office of the Partnership and the office where the Partnership keeps its records and files concerning the Leases, are located at the address specified for the Partnership in Section 12.

(g) To the best of the Partnership's knowledge, the Partnership owns the Collateral free and clear of any Lien, except for Permitted Liens; and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed to perfect Permitted Liens.

(h) [RESERVED]

(i) No consent, authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, or any lessee, charterer, or other person or entity (any such consent, authorization, approval, action, notice or filing referred to herein as an "Action"), is required either (i) for the grant by the Partnership of the security interests granted by the Bank Security Documents, the Bank Security Document Amendments or the Firemen's Security Documents or for the execution, delivery or performance thereof by the Partnership or (ii) for the perfection of or the exercise by the respective Financing Parties of their rights and remedies thereunder, other than Actions which have already been accomplished or which do not, either individually or in the aggregate materially adversely impair the benefits afforded by the Security Documents to the Financing Parties.

(j) The Partnership reaffirms and restates for the benefit of each of the Financing Parties each of the representations and warranties set forth in Section 3.01 of the

Bank Loan Agreement Amendment, which representations and warranties are incorporated herein by reference.

4.2 Covenants of the Partnership.

(a) The Partnership reaffirms and restates for the benefit of each of the Financing Parties each of the covenants set forth in the Bank Loan Agreement Amendment (including, without limitation, all provisions thereof which, even without reference to Section 8.01 thereof, expressly require consent of the Financing Parties for any departure therefrom), which covenants are incorporated herein by reference.

(b) The Partnership covenants that it will (i) notify the lessees under all Leases previously entered into or entered into from time to time, purchasers under any agreement to purchase any item of Equipment, and insurers under insurance policies or other parties making payments for Casualty Losses that all payments thereunder should be made directly to the Trustee so long as the Trust Agreement is in effect and, if it is not in effect, to the Bank, (ii) execute assignments to the Trustee of such Leases, and (iii) obtain acknowledgements from each lessee of such assignments.

SECTION 5. [RESERVED]

SECTION 6. PRIORITY OF LIENS

If the Trust Agreement is not in effect, (i) the relative rights and priorities of the Bank and Firemen's under the Bank Security Documents and the Firemen's Security Documents will be determined in accordance with Section 3.4 of the Trust Agreement (which Section is incorporated by reference herein for such purpose), (ii) Firemen's shall not commence or proceed with the exercise or other enforcement of any of its rights, powers, privileges, remedies and interest respecting its security interest under the Firemen's Security Documents without the prior written consent of the Bank and (iii) Firemen's will not amend or consent to the amendment of the Firemen's Reimbursement Agreement or the Firemen's Security Documents without the prior written consent of the Bank.

SECTION 7. ADDITIONAL PROVISIONS REGARDING PAYMENT OBLIGATIONS

7.1 Additional Payments. Firemen's agrees that it shall on the Closing Date pay to the Bank, in addition to any payments it may be obligated to make under the Surety Bond, the amount of \$25,000 as partial reimbursement of legal expenses specified in Section 13(c) hereof.

7.2 Mandatory Prepayment of Notes and Reimbursement of Surety.

(a) Notwithstanding anything to the contrary in the Bank Loan Agreement or any other agreement, the parties hereto agree that in the event an item of Equipment is sold or suffers a Casualty Loss, the Net Sale Proceeds thereof shall be paid to the Trustee (or, if the Trust Agreement is no longer in effect, to the Bank) for application as follows: (i) first, to pay any amounts of principal or interest then due and unpaid on the Notes (whether by acceleration or otherwise) and not paid by Firemen's (whether or not such payment by Firemen's is required pursuant to the Surety Bond); (ii) second, to reimburse Firemen's in an amount up to the aggregate amount of any prior payments made by Firemen's to the Bank pursuant to the terms of the Surety Bond with respect to amounts due under the Notes on a Scheduled Sale Date or a Deferred Principal Maturity Date (but not including the amount of any prior payments previously reimbursed under this Section 7.2 or made by Firemen's with respect to amounts due under the Notes on any other Payment Date); and (iii) third, any remaining amount as a prepayment of the Notes. Any prepayment amount pursuant to clause (iii) shall be applied as follows: (A) if the proceeds from the item of Equipment which is sold or subject to a Casualty Loss are received on or before its Scheduled Sale Date, to the principal scheduled to be due under the Notes on such Scheduled Sale Date and, if there is any excess, the amount of such excess either (1) in the case of a sale of or a Casualty Loss as to the Crew Boat, the Hopper Barges or the Railcars, to principal scheduled to be due under the Notes on Payment Dates next following the date the proceeds from the sale or Casualty Loss were received in direct order of maturity or (2) in the case of a sale of or Casualty Loss as to any other item of Equipment, to principal scheduled to be due under the Notes on Payment Dates next following such Scheduled Sale Date in direct order of maturity, or (B) if the proceeds from the item of Equipment which is sold or subject to a Casualty Loss are received after its Scheduled Sale Date, to principal scheduled to be due under the Notes on Payment Dates next following the date the proceeds from the sale or Casualty Loss were received in direct order of maturity. The Partnership agrees within three (3) days after any item of Equipment is sold or suffers a Casualty Loss to notify each of the Financing Parties and the Trustee thereof and of the amount of Net Sale Proceeds payable with respect thereto. While the Trust Agreement is in effect, each of the Financing Parties agree promptly after receipt of such information to cooperate in good faith in providing a certificate to the Trustee as to the disposition of such proceeds pursuant to this Section 7.2.

(b) Notwithstanding anything to the contrary in the Bank Loan Agreement or any other agreement, the parties hereto further agree that in the event there are any Excess Monthly Revenues, the amount thereof shall be paid to the Trustee (or, if the Trust Agreement is no longer in effect, to the Bank) for application as follows: (i) first, to pay any amounts of principal

or interest due and unpaid on the Notes (whether by acceleration or otherwise) and not paid by Firemen's (whether or not such payment by Firemen's is required pursuant to the Surety Bond); (ii) second, to reimburse Firemen's in an amount up to the aggregate amount of any prior payments made by Firemen's to the Bank pursuant to the terms of the Surety Bond with respect to amounts due on any Payment Date under the Notes (but not including the amount of any prior payments previously reimbursed under this Section 7.2), each such reimbursement to be applied first to any payments made by Firemen's with respect to amounts due under the Notes on any Payment Date (other than any Scheduled Sale Date or Deferred Principal Maturity Date) and second to any payments made by Firemen's with respect to amounts due under the Notes on any Scheduled Sale Date or Deferred Principal Maturity Date; and (iii) third, any remaining amount as a prepayment of the Notes. Any prepayment amount pursuant to clause (iii) shall be applied to principal scheduled to become due under the Notes on Payment Dates next following the date on which the payment under this clause is received in direct order of maturity. The Partnership agrees promptly after accumulating Excess Monthly Revenues to notify each of the Financing Parties thereof and of the amount of such excess. While the Trust Agreement is in effect, each of the Financing Parties agree promptly after receipt of such information to cooperate in good faith in providing a certificate to the Trustee as to the disposition of such excess pursuant to this Section 7.2.

(c) Notwithstanding anything else to the contrary in this Section 7.2, no amount shall be paid to reimburse Firemen's pursuant to clause (ii) of paragraph (a) or clause (ii) of paragraph (b) of this Section 7.2 unless (i) Firemen's shall be in compliance with all of its obligations under the Surety Bond and (ii) no Event of Bankruptcy shall have occurred as to Firemen's.

(d) Whenever any amount shall be paid to reimburse Firemen's under this Section 7.2 for any payments of any type made by Firemen's under the Surety Bond, such amount shall be applied to payments of such type in the direct order in which such payments were made by Firemen's; provided that any such reimbursement of any payment made on any date by Firemen's under the Surety Bond shall be applied first to pay any and all interest accrued from such date on such payment under Section 2(a) of the Firemen's Reimbursement Agreement and second to reimburse Firemen's for the amount of the payment made on such date.

(e) Notwithstanding anything else to the contrary in this Section 7.2, no amount shall be applied to any prepayment of the installment due on June 28, 1992 under the Deferral Note until all principal of and accrued interest on the installment due on June 28, 1992 under the New Bank Note shall have been paid in full.

SECTION 8. LIMITATION ON DEFAULT FEES

So long as no Event of Bankruptcy has occurred as to Firemen's and Firemen's is in compliance with all of its obligations hereunder and under the Surety Bond, notwithstanding anything to the contrary in the Bank Loan Agreement Amendment, a Default Fee shall accrue under the Bank Loan Agreement Amendment only during the period the Bank has not been reimbursed by the Surety for the amount of the payment to which such Default Fee relates whether or not such reimbursement is required pursuant to the terms of the Surety Bond.

SECTION 9. LIMITATION ON REMEDIES AND CONSENT

9.1 Remedies. Subject to the provisions of the Trust Agreement and the Assignments, if a Restructure Event of Default occurs, the Required Secured Party, at its option, may, (i) if the Trust Agreement is in effect, deliver a Notice of Actionable Default, in which case all of the obligations secured by the Security Documents shall become immediately due and payable, the Trustee may exercise any remedy under any Loan Instrument (as defined in the Bank Loan Agreement Amendment), and the Bank may exercise its rights under Section 4.01(d) of the Bank Loan Agreement Amendment and (ii), if the Trust Agreement is not in effect, accelerate the Notes, in which case all of the obligations secured by the Security Documents shall become due and payable and the Required Secured Party may exercise any remedy under any Loan Instrument and the Bank may exercise its rights under the Bank Loan Agreement Amendment (including, without limitation, Section 4.01(d) thereof). If an Event of Default occurs which is not a Restructure Event of Default, such Event of Default shall not constitute an event of default for any purpose so long as the Restructure Agreement is in effect and the Financing Parties shall not accelerate the Notes or otherwise exercise any remedy under the Bank Loan Agreement Amendment (including, without limitation, Section 4.01(d) thereof) or deliver a Notice of Actionable Default as a result of such Event of Default.

9.2 Consent. Subject to the provisions of the Trust Agreement and the Assignments, at any time consent is required for the sale or lease of an item of Equipment proposed by the Partnership pursuant to Section 6.01 of the Bank Loan Agreement Amendment, the Required Consenting Party may, at its option, give or withhold such consent. The Financing Parties shall not otherwise give such a consent.

SECTION 10. [RESERVED]

SECTION 11. [RESERVED]

SECTION 12. NOTICES

Unless otherwise specifically provided herein, all notices, requests, consents, elections, demands and other communications required or permitted by the terms hereof shall be in writing, and shall become effective when delivered by hand or courier or received by telex, telecopier, telegram or cable, and shall be directed to the respective addresses set forth below the signatures of the Partnership or the respective Financing Parties, as the case may be, at the foot of this Agreement or to such other address as any such party may designate by notice given to the parties hereto.

SECTION 13. EXPENSES

On or after the Closing Date, and subject to the last sentence of this Section 13, (a) each party hereto will pay all of its own out-of-pocket expenses and disbursements in connection with the preparation, execution and delivery of this Agreement and the other documents contemplated by this Agreement and in connection with the transactions contemplated by this Agreement, (b) Firemen's will pay all fees, expenses and disbursements of Debevoise & Plimpton, its counsel, in connection with the preparation, execution and delivery of this Agreement and the other documents contemplated by this Agreement and in connection with the transactions contemplated by this Agreement and (c) the Bank will pay, except to the extent set forth in Section 7.1 hereof, and in Section 2.01(p) of the Bank Loan Agreement Amendment, all fees, expenses and disbursements of Parker Chapin Flattau & Klimpl, special counsel for the Bank, in connection with the preparation, execution and delivery of this Agreement and the other documents contemplated by this Agreement and in connection with the transactions contemplated by this Agreement. The Partnership agrees to pay all costs and expenses from time to time incurred in connection with appraisals of the Equipment. In addition, the Partnership shall pay any and all stamp and other taxes (if any) payable or determined to be payable in connection with the execution and delivery of this Agreement, the New Bank Note, the Bank Security Document Amendments, the Bank Loan Agreement Amendment, the Support Agreement and any documents or instrument evidencing a loan thereunder, the Trust Agreement, the Assignments, the Firemen's Security Documents and the other documents to be delivered hereunder or thereunder, and agrees to save each Financing Party harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes. Notwithstanding the foregoing, on the earliest of the Final Maturity Date, the date of an Actionable Default (as such term is defined in the Trust Agreement) or such other date as each of the parties hereto may agree upon as the final date on which all payments of principal, interest and other amounts due under the Notes are due and payable, the Partnership shall reimburse Firemen's and the Bank for any and all of the fees, expenses and disbursements referred to in this Section and previously paid by Firemen's or the Bank.

SECTION 14. MISCELLANEOUS

14.1 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be 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 of itself invalidate or render unenforceable such provision in any other jurisdiction.

14.2 Waivers; Modifications. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14.3 Binding Effect; Successors and Assigns. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

14.4 Survival of Agreements, Etc. All agreements, representations and warranties contained herein or made in writing by or on behalf of any party hereto in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and each other document and instrument delivered in connection with the consummation of the transactions contemplated hereby, any investigation at any time made by any Financing Party or on behalf of such Financing Party. All statements contained in any certificate or other instrument delivered by or on behalf of any party hereto pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties by such party hereunder.

14.5 Captions; References. The captions in this Agreement and in the table of contents are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Reference herein to sections and subsections without reference to the document in which they are contained are references to this Agreement.

14.6 Execution in Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement may consist of a number of copies each signed by less than all, but together signed by all, the parties hereto.

14.7 Recourse to Partners. Notwithstanding anything to the contrary contained herein or elsewhere (except as set forth in the proviso below), each of the Bank and Firemen's agree that it will not assert, directly or indirectly, in its own name, by or on

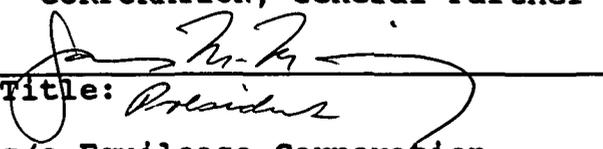
behalf of the Partnership or otherwise, any claim against any limited or general partner (including without limitation the General Partner) in the Partnership for payment or performance of any duty, liability or other obligation of the Partnership arising hereunder or under the Old Bank Notes or the Bank Loan Agreement; each of the Bank and Firemen's hereby waives any claim it may now or hereafter have against any partner in the Partnership pursuant to Section 17-502 of The Delaware Revised Limited Partnership Act with respect to any returned capital contribution and agrees to repay any amount received by it constituting returned capital contributions recovered from any partner in the Partnership notwithstanding the provisions of this Section 14.7; provided, however, that nothing herein waives or limits rights of the Bank or Firemen's with respect to claims for distributions to partners made in violation of covenants of the Partnership contained in Section 4.02(e) of the Bank Loan Agreement Amendment, or with respect to claims against the General Partner for material misrepresentations made in Section 4.1(a), (c), (e) or (f) of this Agreement. Moreover, nothing in this Section 14.7 shall act as a limitation on, or waiver of, any right the Bank or Firemen's may have under the Support Agreement.

14.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws pertaining in the State of New York. This Agreement is being made and delivered in the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

EQUIFUND, L.P.

By: EQUILEASE MANAGEMENT
CORPORATION, General Partner

By: 

Title: *President*

c/o Equilease Corporation
Address: 750 Third Avenue
New York, New York 10017
Attention: President

CITIBANK, N.A.

By: 

Title: *Vice President*

Address: 450 Mamaroneck Avenue
Floor 3/Zone 13
Harrison, New York 10528
Attention: Equifund Account
Officer

FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY

By: 

Title: *Vice President*

Address: 180 Maiden Lane
New York, New York 10038
Attention: Department Head,
Financial Risk Dept.