2 of 2

Thomas H Moreland

SAUL DUFF KRONOVET
441 LEXINGTON AVENUE
NEW YORK, N.Y. 10017
(212) 687-5600

13480
RECORDATION NO. ..... Filed 1425

January 28, 1982

FEB 3 1982 9 50 AM

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Recordation Office
Interstate Commerce Commission
12th and Constitution Avenue, N. E.
Room 2303
Washington, D. C. 20423

Attn: Mrs. Mildred Lee

Gentlemen:

We request in this letter recordation of the conditional sale agreement dated as of December 21, 1981 inter alia, John A. Mariscotti, Oak Hill Estates, Apt. S-202, Hagy's Ford Road North, Penn Valley, Pennsylvania 19072 (c/o New England Merchants National Bank, 28 State Street, Boston, Massachusetts 02109) (the "Vendor") and each of the individual vendees listed in the following paragraph (c/o Saul Duff Kronovet, 441 Lexington Avenue, New York, New York 10017) (collectively the "Vendees"). The conditional sale agreement will be guaranteed by Saul Duff Kronovet, the agent for each of the Vendees. Please find enclosed 20 photocopies of the conditional sale agreement executed by the parties thereto and acknowledged. An attestation of a notary public appears as page 30 of the photocopies. We have previously supplied you with an original signed copy of the conditional sale agreement.

The boxcars covered by the conditional sale agreement and the Vendees are inter alia as follows:

Boxcar	Vendee	Address
PT 20129	Ezra G. Levin	90 LaSalle Street Apt. 19F New York, NY 10027
PT 201210	Henry A. Lowet	6 Greenhouse Circle Port Chester, NY 10573
PT 201211	Richard A. Marlin	10 Middle Road Sands Point, NY 11050

Boxcar	Vendee	Address
PT 201212	Thomas H. Moreland	167 East 82nd Street Apt. 4B New York, NY 10028
PT 201213	Gary P. Naftalis	336 West End Avenue New York, NY 10023
PT 201214	Michael J. Nassau	17 Glenwood Drive Great Neck, NY 11021
PT 201215	Michael S. Nelson	170 East 95th Street New York, NY 10028
PT 201216	Maurice N. Nessen	27 West 86th Street New York, NY 10028
PT 201217	Michael S. Oberman	115 East 87th Street Apt. 17-D New York, NY 10028
PT 201218	Richard S. Weisbroat	90-04 188th Street Hollis, NY 11423

Each of the Vendees listed above is the owner of the boxcar indicated next to his name, subject to the security interest of the applicable Vendor and the other provisions of the conditional sale agreement. As recited in the conditional sale agreement, the rights of each of the Vendors has been assigned to New England Merchants National Bank.

The conditional sale agreement involves the sale of twenty-two used general purpose 50-foot, 6-inch, 70-ton boxcars. The cars bear the railroad numbers indicated in the preceding paragraph. The cars will be marked on each side, in letters not less than one inch in height, the words, "Ownership subject to documents recorded pursuant to Section 11,303."

Shortly after the delivery of the boxcars to the Vendees, the railroad mark of the following cars will be changed to MISS: 201209, 201212, 201216 and the railroad mark of the following cars will be changed to AVL or AVR: 201210, 201211, 201213, 201214, 201215, 201217, 201218.

Accompanying the conditional sale agreement and this letter of transmittal is the required recordation fee of $500.00.

Please return to me at the above address the original executed copy as recorded with your office.

Very truly yours,

Saul Duff Kronovet

Enclosures

Thomas & Maitland

13480
RECORDATION NO. ..... Filed 1425

FEB 3 1982-9 30 AM

INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT

Dated as of December 21, 1981

BETWEEN

EACH OF THE VENDORS LISTED ON SCHEDULE I

AND

EACH OF THE VENDEES
LISTED ON SCHEDULE 1

FOR PURCHASE OF 22 70-ton 50' 6" BOXCARS

RECORDATION NO. FILED & RECORDED
, 1981
INTERSTATE COMMERCE COMMISSION

THIS CONDITIONAL SALE AGREEMENT, dated as of December 21, 1981, between each of the Vendors listed on Schedule I hereto (each such individual is hereinafter called a "Vendor" and collectively referred to as the "Vendors"), and each of the individuals listed on Schedule 1 hereto (each such individual is hereinafter called a "Vendee" and collectively referred to as the "Vendees"), each such Vendee to be treated as a separate and independent purchaser of the Boxcar (as defined below) specified next to his name on Schedule 1 hereto.

WITNESSETH:

WHEREAS, each Vendor has title to the 70-ton 50-foot 6-inch boxcar or boxcars which bear the railroad number(s) listed next to his name on Schedule I hereto (each such boxcar is hereinafter referred to as a "Boxcar" or the "Boxcars");

WHEREAS, each Vendor desires to sell, and each Vendee desires to take possession of and title to those Boxcars specified next to their respective names on Schedule 1 hereto;

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

ARTICLE 1

Vendors' Acquisition of the Boxcars

The Boxcars were previously sold by National Railway Utilization Corporation ("NRUC") to the Vendors pursuant to Bills of Sale dated June 11, 1979. The Vendors paid for the Boxcars by issuing their secured notes of even date therewith to NRUC (the "Notes"). Under a Note Purchase Agreement dated June 28, 1979, New England Merchants National Bank (the "Bank") acquired all of NRUC's rights, title and interest to the Notes and the Vendors then issued to the Bank new notes in substitution of the Notes (the "Vendors' Notes").

Simultaneously with the execution of this Agreement the Bank and each of the Vendors have executed agreements pursuant to which the Bank has acquired all of the Vendors' rights, title and

interest and obligations in, to and under this Agreement and the Vendors' Notes have been cancelled subject to the terms and conditions set forth in such agreements. Each of the Vendors has arranged for his Boxcars to be delivered as soon as reasonably practicable to the Aroostook Valley Railroad.

ARTICLE 2

Conditional Sale by each Vendor to each Vendee

2.1. The Vendors hereby sell to the Vendees, and the Vendees hereby purchase from the Vendors, the Boxcars specified on Schedule 1 hereto next to their respective names, subject to the terms and conditions of this Agreement. Sale by the Vendors is without warranties or representations of any kind, except as provided in Article 3 hereof, and each Vendee hereby accepts "as is" his Boxcar (as specified on Schedule 1 hereto). For purposes of securing payment hereunder, each Vendor retains full legal title to and a security interest in each of his Boxcars until the Vendee of such Boxcar shall have paid in full the Conditional Sale Indebtedness (as defined below), at which time absolute right to the possession of and title to such Boxcar shall pass to and vest in such Vendee without further transfer or action on the part of such Vendor. Any and all replacement parts or additional equipment or facilities installed on or in any Boxcar shall constitute accessions to such Boxcar and title to each such replacement part or accession shall be immediately vested in the Vendor of such Boxcar and each such replacement part or accession shall be subject to all the terms, reservations and conditions of this Agreement and included in the term "Boxcar" as used in this Agreement.

Each Boxcar which is not in service on the date hereof shall be delivered as soon as reasonably practicable to the Aroostock Valley Railroad at the expense of the Vendor of such Boxcar. On and after the date hereof, all income from the operation of the Boxcars shall be for the account of the Vendee of such Boxcar and the Vendor of such Boxcar agrees that any such income received by him shall be for the account of such Vendee. Each Vendee shall be responsible for all storage, repair and maintenance and delivery charges incurred on and after the date hereof with respect to his Boxcar, except that the Vendor shall be responsible for delivery charges of any of his Boxcars not in service on the Closing Date.

2.2. Except as otherwise specifically provided, when and only when the Vendor of a Boxcar shall have been paid the Conditional Sale Indebtedness (as defined below), together with interest and all other payments as herein provided with respect to such Boxcar, and the Vendee's obligations herein contained shall have been performed, absolute right to the possession of, title to and property in such Boxcar shall pass to and vest in such Vendee without further transfer or action on the part of such Vendor. However, such Vendor, if so requested by such Vendee, will (a) execute a bill or bills of sale for such Boxcar transferring his title thereto and property therein to such Vendee, or upon his order, free of all liens, security interests and other encumbrances created or retained hereby and deliver such bill or bills of sale to such Vendee at his address referred to in Article 21, (b) execute and deliver at the same place, for filing, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the title of such Vendee to his Boxcar and (c) pay to such Vendee any money paid to such Vendor pursuant to Article 8 and not theretofore applied as therein provided.

2.3. As additional security for the payment and performance of all obligations of such Vendee under this Agreement, each Vendee hereby assigns and grants to the Vendor of his Boxcar a security interest in his Boxcars and in all of such Vendee's right, title, and interest in and to the contract rights, chattel paper, accounts, rentals, fees, charges, income and proceeds arising from or in connection with the use of such Boxcar. The security interests granted herein shall be called collectively the "Additional Security."

2.4. Subject to the provisions of Sections 2.5 and 2.6 and Section 16.3 hereof, each Vendee hereby acknowledges himself to be indebted to the Vendor of his Boxcar, in the amount of, and hereby promises to pay $39,500 (the "Conditional Sale Indebtedness") to the Vendor, at such place as the Vendor may designate.

2.5. The unpaid balance of the Conditional Sale Indebtedness and any interest accrued but not paid on any Payment Date (as hereinafter defined) shall bear interest from December 31, 1981 at the rate of 14.00% per annum (except as otherwise provided in Section 2.8). The Conditional Sale Indebtedness shall be paid by such Vendee to the Bank (as assignee of each Vendor hereunder) at 28 State Street, Boston, Massachusetts, in 48 consecutive level

quarterly payments allocated to principal and interest as provided in Schedule 4 annexed hereto (aggregating $1,710.61 PER BOXCAR), payable every March 31, June 30, September 30 and December 31 (or, if any such date shall not be a business day, on the next succeeding business day), commencing March 31, 1982, until paid in full. The date on which each installment is due and payable hereunder is herein referred to as a "Payment Date."

2.6 Termination. Commencing three years after the date hereof, each Vendee may terminate his obligation to make payments on the Conditional Sale Indebtedness with respect to all scheduled payments thereafter, provided:

(a) All quarterly payments required to be made under Section 2.5 hereof have been paid through the date of such termination and all interest accruing from the last such quaterly payment made through the date of termination at the annual rate of 14.00% has been paid;

(b) The Vendor of the Boxcar to such Vendee has received at least six months notice from such Vendee of his intention to terminate, as of December 31, 1984, his obligations hereunder to make payments on the Conditional Sale Indebtedness; or the Vendor has received at least one year's notice with respect to such a termination as of a date after December 31, 1984;

(c) Such Vendee has assigned to such Vendor all of his right, title and interest in and to his Boxcar, effective as of the termination date specified in such Vendee's notice (the "Termination Date"), pursuant to recorded documentation which is in all respects in form and substance reasonably satisfactory to such Vendor;

(d) Aroostook Valley Railroad or another railroad within 200 miles of the Aroostook Valley Railroad has agreed with such Vendor in writing to store such Vendee's Boxcar at the expense of the Vendor for $1 per day through December 31, 1989 or at least two years, whichever is longer; and

(e) Such Vendee shall indemnify and hold harmless such Vendor from and against any liability relating to any of his Boxcars arising prior to the Termination Date.

Notwithstanding any such termination, such Vendee shall be responsible for all quarterly payments of the pro rata portion of

the Conditional Sale Indebtedness allocable to any of his Boxcars (and shall be entitled to all income from the operation of his Boxcars) until such Boxcar has been delivered to the Vendor to a railroad site designated by such Vendor within 100 miles of the Aroostook Valley Railroad (if such Vendor has not designated such a site within at least two months prior to termination, then any railroad site within 100 miles of the Aroostook Valley Railroad shall be satisfactory) in a condition "suitable for loading," as that phrase is generally understood in the United States railroad freight industry and, when so delivered to the Vendor, such Boxcar is free and clear of all Liens (as defined in Section 3.1 below).

2.7. Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months.

2.8. Each Vendee will pay interest at the rate of 3% above the rate publicly announced from time to time by the Bank as its prime rate of interest (the "Prime Rate"), to the extent legally enforceable, on all amounts remaining unpaid by such Vendee after the same shall have become due and payable pursuant to the terms hereof, anything herein to the contrary notwithstanding.

2.9. The term "business day", as used herein, means calendar days, except Saturdays, Sundays, holidays and any other day on which banking institutions in Boston, Massachusetts are authorized to remain closed.

2.10. The Conditional Sale Indebtedness may be prepaid in whole, or in part, any time, from time to time, without premium or penalty. Any partial payment or prepayment of the Conditional Sale Indebtedness shall be applied to the quarterly installments thereof due thereafter in the inverse order of the maturity of such installments. Promptly after any partial prepayment to a Vendor, such Vendor will furnish to the Vendee making such prepayment a revised schedule of payments of principal and interest thereafter to be made.

2.11. All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts.

2.12. Each Vendor or the Bank (as assignee of the Vendors) has received the following documents:

(a) an opinion of Messrs. Kramer, Levin, Nessen, Kamin & Soll, counsel for the Vendees, dated the Closing Date and addressed to the Bank, substantially in the form annexed hereto as Schedule 2, and

(b) a letter of credit in the form annexed hereto as Schedule 3 (the "Letter of Credit") in the amount of $451,601.04.

ARTICLE 3

Representations, Warranties and Covenants

3.1. Each Vendor hereby represents and warrants to each Vendee of such Vendor's Boxcars that:

(a) Such Vendor has good title such Boxcar free and clear of all liens, charges, encumbrances and security interests (hereinafter referred to as a "Lien" or "Liens"). Since each Vendee has agreed that he will accept his Boxcars "as is", no warranty or representation is herein made by the Vendor with respect to the condition of such Boxcars.

(b) Such Vendor has the right to deliver possession of and title to the Boxcar being purchased by such Vendee on the terms set forth in this Agreement.

(c) This Agreement has been duly authorized and has been duly executed and delivered by such Vendor and constitutes the legal, valid and binding obligation of such Vendor enforceable in accordance with its terms, except as limited by (i) applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally at the time in effect and (ii) judicial limitations upon the specific performance of certain types of obligations.

3.2. Each Vendee hereby represents and warrants to the Vendor of his Boxcar that:

(a) He has the power, capacity and authority to enter into and perform his obligations under this Agreement.

(b) His execution and delivery of this Agreement do not, and his performance of his obligations under this Agreement will not, contravene any law, governmental rule or regulation of the United States of America or the State of New York or any judgment or order applicable to him, and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which he is a party or by which he is bound or require action in respect of or by, any governmental authority of the United States of America or the State of New York or other organization or person, except such as have been obtained, given or accomplished.

(c) This Agreement has been duly duly executed and delivered by him and constitutes the legal, valid and binding obligation of the Vendee enforceable in accordance with its terms, except as limited by (i) applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally at the time in effect and (ii) judicial limitations upon the specific performance of certain types of obligations.

(d) No action, proceeding or investigation is pending or, to his knowledge, threatened against him, the adverse determination of which, either in any case or in the aggregate, would materially affect the validity of this Agreement, his ability to fulfill his obligations hereunder, or the rights of the Vendor hereunder.

(e) This Agreement, when duly filed and recorded with the Interstate Commerce Commission pursuant to Section 11,303 of the Interstate Commerce Act, will protect the interest of the Vendor of his Boxcar in and to such Boxcar, and no other filing, recording or deposit with any other federal, state or local government is necessary in order to protect the first lien ownership and first security interests of such Vendor in and to such Boxcar in the United States of America; and the financing statements necessary to perfect such Vendor's first security interest in the Additional Security will be duly recorded and filed with the appropriate Secretaries of State and all appropriate city and town clerks, and, when filed, no other filing or recording will be necessary to perfect such Vendor's first security interest in the Additional Security.

3.3. Each Vendor covenants and agrees with each Vendee of his Boxcar(s) that the Letter of Credit will be drawn down only to the extent of Conditional Sale Indebtedness which is due and payable with respect to each Boxcar and only in the event of a default by a Vendee of any such Boxcar under Article 16 hereof.

ARTICLE 4

Taxes

All payments to be made by each Vendee hereunder will be free of expense to the respective Vendors for collection or other charges and will be free of expense to the Vendors with respect to the amount of any local, state or federal taxes (other than income, gross receipts, excess profits and similar taxes), assessments, license fees, charges, fines or penalties of any kind (herein collectively called "Taxes" or "Assessments") hereafter levied or imposed upon or measured by this Agreement, or any sale, use, payment, shipment, delivery or transfer of title under the terms hereof, all of which Taxes or Assessments such Vendee assumes and agrees to pay on demand in addition to the Purchase Price for his Boxcars. Each Vendee will also pay promptly all Taxes or Assessments which may be imposed upon his Boxcar or for the use or operation thereof by such Vendee or upon the earnings arising therefrom or upon the Vendor of such Boxcar solely by reason of his ownership thereof and will keep at all times each of his Boxcars free and clear of all Taxes or Assessments which might in any way affect the title of the Vendor or result in a Lien upon any Boxcar, except a Lien relating to Taxes or Assessments not due and payable; provided, however, that such Vendee shall be under no obligation to pay any Taxes or Assessments so long as he is contesting such Taxes or Assessments in good faith and by appropriate legal proceedings and the nonpayment thereof does not, in the opinion of the Vendor of such Boxcar materially and adversely affect the property or rights of the Vendor hereunder. If any such Taxes or Assessments with respect to the Boxcar shall have been charged or levied against the Vendor of such Boxcar directly and paid by such Vendor, the Vendee of such Boxcar shall reimburse such Vendor on presentation of an invoice therefor and any sums of money so paid by such Vendor shall be secured by and under this Agreement as a Lien on such Boxcar; provided, however, that such Vendee shall be under no obligation to reimburse such Vendor for any sums of money so paid, nor shall any such sums of money so paid be secured by and under this Agreement as a Lien on such Boxcar, unless such Vendor

shall, by at least thirty (30) days' prior written notice given to such Vendee of his intention to make such payment, afford a reasonable opportunity to such Vendee to contest in good faith any such Taxes or Assessments which may have been so charged or levied against such Vendor.

ARTICLE 5

Marking of Boxcars

Until his Conditional Sale Indebtedness is paid in full, each Vendee will cause his Boxcar to be kept plainly, distinctly, permanently and conspicuously marked on each side thereof in letters not less than one inch in height the words "OWNERSHIP SUBJECT TO DOCUMENTS RECORDED PURSUANT TO SECTION 11,303 OF THE INTERSTATE COMMERCE ACT," or other appropriate words designated by the Vendor of such Boxcar, to indicate the limited interest of such Vendee, or any entity managing or using his Boxcar therein, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Vendor of such Boxcar to his Boxcar and his rights under this Agreement. Such marking shall be made at the expense of each of the Vendees. After initial delivery of his Boxcars to the Vendee, such Vendee or his agents will not permit his Boxcar to be placed in operation or exercise any control or dominion over the same until such marking shall have been made thereon and will cause his Boxcar to be kept numbered with the identifying number thereof (as specified on Schedule 1 hereof) and will not change or permit the change of numbers (exclusive of railroad marking, e.g. NSL) of his Boxcar except with the consent of the Vendor of the Boxcar and in accordance with a statement of new numbers to be substituted therefor, which consent and statement previously shall have been filed with such Vendor by such Vendee and filed, recorded or deposited in all public offices where this Agreement shall have been filed, recorded or deposited. No railroad markings (e.g., NSL) shall be changed on any Boxcar unless such change has been duly recorded in all public offices where this Agreement has been filed, recorded or deposited.

ARTICLE 6

Maintenance and Repair

Each Vendee will at all times from and after February 21, 1982, and so long as the Conditional Sale Indebtedness shall be

outstanding and unpaid, maintain his Boxcar or cause it to be maintained in condition which is suitable for loading and in compliance with the standards from time to time in effect under the Interchange Rules of the Association of American Railroads for use in interchange without cost or expense to the Vendor. Any Boxcar which is not now in condition suitable for loading shall be repaired by the Vendee of such Boxcar at his expense and promptly restored to a condition suitable for loading.

ARTICLE 7

Insurance

At all times while this Agreement is in effect, each Vendee, at his own expense, shall keep his Boxcar adequately insured against all risks, physical loss and damage and public liability insurance in an insurance company or companies approved by the Vendor of such Boxcar. The policies relating to physical loss and damage shall be for an amount not less than $500,000, for each person and $3,000,000 for each occurrence and shall name such Vendee and such Vendor or the Bank (as his assignee) as insureds and/or as loss payees as their interests may appear and shall specify that such policies cannot be cancelled or modified in any respect material to the interest of such Vendor or the Bank except on at least thirty (30) days' prior written notice to such Vendor or the Bank. The policies of insurance, certified copies thereof or certificates of coverage satisfactory to such Vendor or the Bank shall be deposited with such Vendor or the Bank. In case such Vendee shall fail to keep such Boxcar so insured and to deposit policies, certified copies thereof or certificates of coverage as aforesaid, such Vendor may itself insure such Boxcar, and in this event such Vendee shall be obligated to repay to such Vendor the amounts of premiums paid therefor with interest thereon at a rate which is three per cent (3%) above the Prime Rate in effect from time to time (to the extent legally enforceable) from the time of notice to such Vendee of such premium payment until repaid, which notice to such Vendee shall be made by delivering to the Vendee a certified copy of such policy or policies of insurance, or certificates of coverage giving the terms of coverage of such policies in reasonable detail. So long as no Event of Default or event which with notice or the passage of time or both would become an Event of Default has occurred and is continuing, such Vendor or the Bank shall pay over to such Vendee the proceeds received by such Vendor or the Bank from any insurance policy as to which such Vendor is named loss payee.

ARTICLE 8

Lost, Stolen or Destroyed Boxcars

8.1. In the event that any Boxcar shall be worn out, lost, stolen, destroyed, irreparably damaged, requisitioned for use or otherwise taken or rendered unfit for use by condemnation from any cause whatsoever, including such Boxcars which have been in Bad Order (as such term is understood by the railroad industry in the United States) for a continuous period in excess of six (6) months, during the continuance of this Agreement (such as an occurrence being hereinafter referred to as a "Casualty Occurrence"), the Vendee of such Boxcar shall promptly and fully inform the Vendor thereof in regard thereto. On the Payment Date occurring not less than sixty (60) days following the date of such information, such Vendee shall at his election, either (A) pay to such Vendor an amount equal to the sum of (i) the amount of the regular installment of principal and interest due with respect to the Conditional Sale Indebtedness allocable to such Boxcar, and (ii) an amount equal to the then unpaid principal amount of the Conditional Sale Indebtedness (after giving effect to the payment pursuant to clause (i) above) or (B) replace such Boxcar with a boxcar which such Vendor agrees is a reasonably comparable boxcar. In the event that such Vendee elects to pay to the Vendor the amount specified in Clause (A) above, absolute right to the possession of and title to such Boxcar shall pass to and vest in such Vendee without further transfer or action on the part of such Vendor, except that such Vendor, if requested by such Vendee, will execute and deliver to such Vendee, at the expense of such Vendee, an appropriate instrument confirming such passage to such Vendee of all such Vendor's right, title and interest in such Boxcar, in recordable form, in order that such Vendee may make clear upon the public records the title of such Vendee in and to such Boxcar.

8.2. In the event a Vendee elects to replace a Boxcar suffering a Casualty Occurrence, title to such replacement unit shall be taken and vested in the name of the Vendor of such Boxcar, by proper bill of sale, free from all liens, and such unit shall thereupon immediately come under and be subject to all of the terms and conditions of this Agreement as though one of the original Boxcars accepted hereunder, and such Vendee will cause such replacement unit to be marked and numbered in the same manner as hereinabove provided with respect to the Boxcar re-

placed thereby. Such Vendee agrees to furnish such Vendor four executed counterparts of:

(1) a certificate certifying that such replacement Boxcar is a reasonably comparable Boxcar and has been marked and numbered as required by the provisions of Article 5 and certifying the value thereof; and

(2) an opinion of counsel for such Vendee that title to such replacement unit or units is vested in such Vendor free and clear of or superior to all Liens of record other than the lien created by this Agreement; that such Boxcar or Boxcars nas come under and become subject to this Agreement; and that a supplement to this Agreement providing for inclusion of such replacement Boxcar or Boxcars under the terms of this Agreement has been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11,303 of the Interstate Commerce Act.

ARTICLE 9

Compliance with Laws and Rules

During the term of this Agreement each Vendee will comply, and cause his agents to comply, in all material respects with all laws of the jurisdictions in which operations involving his Boxcar may extend and with the interchange rules of the Association of American Railroads and with all lawful rules of the Interstate Commerce Commission, Department of Transportation (Federal Railroad Administration) and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over his Boxcar, to the extent that such laws and rules affect the title, operation or use of his Boxcar, and in the event that such laws or rules require any alteration, replacement or addition of or to any part on his Boxcar, such Vendee will conform, or cause any such agent to conform, therewith, at the expense of such Vendee, and will maintain the same, or cause the same to be maintained, in proper condition for operation under such laws and rules; provided, however, that such Vendee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Vendor of such Boxcar, materially and adversely affect the property or rights of such Vendor hereunder.

ARTICLE 10

Reports and Inspections

10.1. On or before March 31 in each year commencing in the calendar year 1982, such Vendee will furnish, or cause an agent of such Vendee to furnish, to the Vendor of his Boxcar an accurate statement showing as at the preceding December 31, (i) the description and railroad number of such Vendee's Boxcar, (ii) whether such Boxcars may have been worn out, lost, destroyed or irreparably damaged, whether by accident or otherwise, during the preceding calendar year, (iii) whether such Boxcar is then undergoing repairs or awaiting repairs, and (iv) such additional information regarding the condition and state of repair of such Boxcar as the Vendor of such Boxcar may reasonably request. Such Vendor shall have the right, by his agents, to inspect the Boxcar and such Vendee's records with respect thereto, whether kept by such Vendee or any agent of the Vendee on behalf of the Vendee, from time to time and at such times as may be reasonably requested by such Vendor.

10.2. Each Vendee will furnish to the Vendor of his Boxcar seven (7) days' written notice prior to instituting any action to contest (i) taxes, assessments, license fees, charges, fines or penalties as provided in Article 4 hereof, (ii) the validity or application of laws or rules as provided in Article 9 hereof, or (iii) claims upon the Boxcar as provided in Article 12 hereof.

ARTICLE 11

Possession and Use

Each Vendee, so long as no Event of Default shall have occurred under or be continuing under this Agreement, shall be entitled, directly or through any agent, lessee or assignee, to the possession and control of his Boxcar and the use thereof; provided that the rights of any agent, lessee or assignee of the Vendee with respect to his Boxcar shall be subject and subordinate to the rights of the Vendor of such Boxcar hereunder.

ARTICLE 12

Prohibition Against Liens

12.1. Each Vendee will pay or satisfy or discharge any and all sums claimed by any party from, through or under such Vendee

which, if unpaid, might become a Lien upon his Boxcar; provided, however, that such Vendee shall not be required to pay or discharge any such Lien so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Vendor of such Boxcar, materially and adversely affect the property or rights of such Vendor hereunder. Any amounts paid by such Vendor in discharge of Liens upon his Boxcar shall be secured by and under this Agreement and shall be payable by such Vendee upon demand.

12.2. This covenant will not be deemed breached by reason of Liens for Taxes or Assessments not due and delinquent or being contested in accordance with Article 4 hereof, or undetermined or inchoate materialmen's, mechanics', workmen's or other like Liens arising in the ordinary course of business and in each case not delinquent.

ARTICLE 13

Indemnities and Assumption of Liability

13.1. Each Vendee agrees to indemnify, protect and hold harmless the Vendor of his Boxcar from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including but not limited to counsel fees and expenses, arising out of or as the result of the entering into or the performance of this Agreement, the retention by such Vendor of title to and a security interest in such Vendee's Boxcar, and the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of his Boxcar, or any accident in connection with the operation, use, condition, possession, storage or return of his Boxcar resulting in damage to property or injury or death to any person during the period when title thereto remains in such Vendor or prior to the transfer of title to such Boxcar by such Vendor pursuant to any of the provisions of this Agreement; provided, however, that this covenant of indemnity shall not cover any losses, damages, injuries, liabilities, claims and demands whatsoever arising out of any tort, breach of warranty or failure to perform any covenant hereunder by such Vendor. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the Conditional Sale Indebtedness, the transfer of title to such Boxcars as provided in Article 2 hereof, the

termination of this Agreement in any manner whatsoever or the assignment by the Vendors to the Bank of their right, title and interest in, to and under this Agreement; provided, however, that, except as provided in Section 16.3, such Vendee shall not be responsible for any losses, damages, injuries, liabilities, claims and demands whatsoever arising out of the ownership, operation, use, condition, possession or storage of his Boxcar after the termination of this Agreement and the delivery of such Boxcar to the Vendor of such Boxcar pursuant to and in accordance with Section 2.6.

13.2. Each Vendee will bear the risk of, and shall not be released from his obligations hereunder in the event of, any damage to or the destruction or loss of his Boxcar.

ARTICLE 14

Patent Indemnities

Each Vendee agrees to indemnify, protect and hold harmless the Vendor of his Boxcar from and against any and all liabilities, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against such Vendor because of the construction, use or operation of any of such Vendee's Boxcar or any design which infringes or is claimed to infringe on any patent or other right. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the Conditional Sale Indebtedness, the transfer of title to his Boxcar as provided in Article 2 hereof, or the termination of this Agreement in any manner.

ARTICLE 15

Assignments

15.1. Except as provided in Article 11 hereof, each Vendee will not sell, assign, transfer or otherwise dispose of his rights under this Agreement, nor transfer title of his Boxcar to any other firm, person or corporation without first obtaining the written consent of the Vendor of such Boxcar (which consent shall not be unreasonably withheld) to such sale, assignment or transfer.

15.2. All or any of the rights, benefits and advantages of the Vendors under this Agreement, including the right to receive the payments herein provided to be made by each Vendee may be assigned by the Vendors and reassigned by any assignee at any time or from time to time. No such assignment shall relieve any Vendee of his obligations to the Vendor of his Boxcar hereunder or any other obligation which, according to its terms and context, is intended to survive an assignment.

15.3. Upon any such assignment, either the assignor or the assignee shall give written notice to each Vendee whose Boxcar have been assigned, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall by virtue of such assignment acquire all or a portion, as the case may be, of the assignor's rights, benefits and advantages under this Agreement including all of the Vendor's right, title and interest in and to such Boxcar or Boxcars, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by such Vendee of the notification from the Vendor of his Boxcar of any such assignment, all payments thereafter to be made by such Vendee hereunder shall, to the extent so assigned, be made to or for the account of the assignee in such manner as he may direct.

15.4. Each Vendee agrees for the benefit of the Vendor of his Boxcar that the rights of such Vendor to the entire unpaid Conditional Sale Indebtedness of such Vendee, together with interest thereon, as well as any other rights under this Agreement shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of any third party with respect to any of such Vendee's Boxcar or the manufacture, construction, delivery or warranty thereof, or with respect to any indemnity of any third party, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to such Vendee by any third party. Any and all such obligations, howsoever arising, shall be and remain enforceable by such Vendee against and only against such third party.

ARTICLE 16

Defaults

16.1. In the event that one or more of the following events of default shall occur and be continuing, to wit:

(a) A Vendee shall fail to pay in full any sum payable by such Vendee as herein provided in respect of his Conditional Sale Indebtedness or interest thereon and such default shall continue for seven (7) business days after notice; or

(b) A Vendee shall, for more than 30 days after the Vendor of his Boxcar shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of this Agreement, or of any agreement entered into concurrently herewith relating to the financing of such Vendee's Boxcar, on his part to be kept or performed (other than the failure to make payments as provided in subparagraph (a) hereinabove or the unauthorized transfer or assignment of any such Boxcar as provided in subparagraph (e) hereinbelow) or to make provision reasonably satisfactory to such Vendor for such compliance; or

(c) Any material representation or warranty made by a Vendee in this Agreement or in any document or certificate furnished pursuant hereto shall prove to have been incorrect in any material respect when such representation or warranty was made or given; or

(d) A Vendee shall make an assignment for the benefit of creditors or admit in writing his inability to pay his debts generally as they become due; or an order, judgment or decree shall be entered adjudicating such Vendee bankrupt or insolvent and such order, judgment or decree shall remain unstayed and in effect for more than 60 days; or such Vendee shall petition or apply to any tribunal for the appointment of a trustee or receiver of such Vendee, or of any substantial part of the assets of such Vendee, or commence any proceedings relating to such Vendee under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect; or any such petition or application shall be filed, or any such proceeding shall be commenced, against such Vendee and such Vendee by any act shall indicate his approval thereof, consent thereto or acquiescence therein, or an order, judgment or decree shall be entered appointing

any such trustee, receiver or liquidator, or approving the petition in any such proceedings and such order, judgment or decree shall remain unstayed and in effect for more than sixty (60) days; or

(e) A Vendee shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of his Boxcar;

then, at any time after the occurrence of such an event of default ("Event of Default") the Vendor of such Vendee's Boxcar may avail itself of any of the remedies provided in Article 17 below. Notwithstanding the foregoing, in the event of a default in payment under clause (a) hereof and provided there is no other default under this Agreement, the only remedy to which the Vendor may avail himself prior to March 1, 1985 shall be to draw down the Letter of Credit (or any substitute therefor) in accordance with the terms thereof.

16.2. Such Vendor may at his election, waive any Event of Default and its consequences by notice to the Vendee in default in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no Event of Default had occurred. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by each Vendee that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

16.3 Notwithstanding anything to the contrary in this Agreement, the maximum liability of any Vendee under this Agreement shall be to pay (i) all scheduled payments of Conditional Sale Indebtedness until the later of December 31, 1984 or the date on which his Boxcar is returned to the Vendor of such Boxcar, together with interest accruing from the last such quarterly payment made through the date of termination at the annual rate of 14%, (ii) all reasonable expenses incurred by such Vendor in collecting such payments, or interest thereon, or in recovering the Vendee's Boxcar, including without limitation expenses described in Section 17.7 below, (iii) any reasonable costs of repairing such Boxcar to a condition suitable for loading, (iv) any obligations arising under Articles 4, 13 and 14 with respect to the period prior to the return of such Boxcar to such Vendor and (v) interest at the rate of three per cent (3%) above the Prime Rate (to the extent legally enforceable) on any overdue scheduled payment of Conditional Sale Indebtedness from the date it became

overdue and on any payment by such Vendor with respect to clauses (ii) through (iv), inclusive, from the date of such payment.

ARTICLE 17

Remedies

17.1. If an Event of Default as to a Vendee shall have occurred and be continuing, then at any time thereafter during the continuance of such default, the Vendor of his Boxcar, to the extent not prohibited by any mandatory requirements of law, may, upon such further notice, if any, as may be required for compliance with any mandatory requirements of law applicable to the action to be taken by such Vendor, take or cause to be taken by its agent or agents immediate possession of such Vendee's Boxcar, without liability to return to such Vendee any sums theretofore paid and free from all claims whatever, except as hereinafter in this Article 17 expressly provided, and may remove the same from possession and use of such Vendee or any agent of such Vendee and for such purpose may enter upon such Vendee's or any such agent's premises where such Boxcar may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of such Vendee, any such agent or any affiliate thereof, with or without process of law.

17.2. In case such Vendor shall rightfully demand possession of such Boxcar in accordance with this Agreement and shall designate a reasonable point or points for the delivery of such Boxcar to such Vendor, such Vendee shall, at his own expense forthwith and in the usual manner, cause such Boxcar to be moved to such point or points on such lines or premises of any lines of railroad or other premises approved by such Vendor for the delivery of such Boxcar to such Vendor and shall there deliver such Boxcar, or cause it or them to be delivered to such Vendor. At the option of such Vendor, such Vendor may keep any such Boxcar on any of the lines of any affiliate or agent of such Vendee or of any successor agent or any affiliate thereof or premises of any such affiliate or agent or on any lines of railroad or other premises convenient to such Vendee until such Vendor shall have leased, sold or otherwise disposed of the same at no cost or expense to such Vendor.

17.3. This agreement to deliver any such Boxcar and to furnish facilities for its storage as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the

premises, the Vendor of such Boxcar shall be entitled to a decree against Vendee of such Boxcar or any such affiliate or agent requiring specific performance hereof. Such Vendee hereby expressly waives any and all claims against such Vendor and his agent or agents for damages of whatever nature in connection with any retaking of his Boxcar in any reasonable manner.

17.4. If an Event of Default as to a Vendee shall have occurred and be continuing then at any time thereafter during the continuance of such default, the Vendor of such Vendee's Boxcar may at his election, to the extent not prohibited by any mandatory requirements of law then in force and applicable thereto, (i) retake possession of such Boxcar and retain such Boxcar as his own and make such disposition thereof as he shall deem fit (including, if the Vendor so elects, the leasing of such Boxcar thereof on such terms as he shall deem fit), and in such event all such Vendee's rights in such Boxcar will thereupon terminate and, to the extent not prohibited by any mandatory requirements of law, all payments theretofore made by such Vendee may be retained by the Vendor as compensation for the use of such Boxcar by such Vendee; or (ii) with or without retaking possession of such Boxcar sell such Boxcar free from any and all claims of such Vendee or of any other party claiming by, through or under such Vendee, at law or in equity, at public or private sale and with or without advertisement as the Vendor may determine, all subject to and in compliance with any mandatory requirements of law then in force and applicable to such sale, and the proceeds of such sale, less the attorneys' fees and any other expenses incurred by the Vendor in taking possession of, removing, storing and selling such Boxcar shall be credited first to interest, and then to principal due to the Vendor under the provisions of this Agreement. Written notice of the Vendor's election to retain any such Boxcar for his own use may be given to such Vendee by telegram or registered mail addressed to the Vendee as provided in Article 21 hereof, at any time during a period of sixty (60) days after the Event of Default and, if no such notice shall have been given, the Vendor shall be deemed to have elected to sell such Boxcar in accordance with the provisions of this Article 17.

17.5. To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale hereunder may be held or conducted at such place or places and at such time or times as the Vendor may specify, in one lot and as an entirety or in separate lots, and without the necessity of gathering at the place of sale the Boxcar to be sold, and in general in such manner as the Vendor may determine in compliance with any such

requirements of law; provided, however, that such Vendee shall be given written notice of such sale as provided in any such requirements, but in any event not less than ten (10) days prior thereto, by telegram or registered mail addressed to such Vendee as provided in Article 21 hereof. To the extent not prohibited by any such requirements of law, the Vendor may bid for and become the purchaser of such Boxcar so offered for sale without accountability to such Vendee (except to the extent of surplus money received as provided in this Article 17), and in payment of the purchase price therefor the Vendor shall be entitled to the extent not prohibited as aforesaid to have credited on account thereof all sums due to the Vendor from such Vendee hereunder.

17.6. Each and every power and remedy hereby specifically given to each of the Vendors shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Vendors. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others.

17.7. Each Vendee will pay all reasonable expenses, including without limitation all costs relating to locating, taking possession of and returning his Boxcar to the Vendor thereof, all storage costs, and any insurance, taxes or other costs assessed against the Vendor, and attorneys' fees, incurred by the Vendor in enforcing its remedies under the terms of this Agreement with respect to such Vendee. In the event that the Vendor shall bring any suit to enforce any of his rights hereunder and shall be entitled to judgment, then in such suit the Vendor may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

17.8. If, after applying all sums of money realized by the Vendor under the remedies herein provided, there shall remain any amount due to the Vendor under the provisions of this Agreement, the Vendee who was (or whose Boxcar was) the subject of such remedies shall pay the amount of such deficiency to the Vendor upon demand, and, if such Vendee shall fail to pay such deficiency, the Vendor may bring suit therefor and shall be entitled to recover judgment therefor against such Vendee.

17.9. In the event of the assignment of interests hereunder to more than one assignee, each such assignee shall be entitled to exercise all rights of the Vendor hereunder in respect of the Boxcar or Boxcars assigned to such assignee, irrespective of any action or failure to act on the part of any other assignee.

ARTICLE 18

Applicable State Laws

Any provision of this Agreement prohibited by any applicable law of any state, or which by any applicable law of any state would convert this Agreement into any instrument other than an agreement of conditional sale, shall as to such state be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any applicable state law may be waived, they are hereby waived by such Vendee to the full extent permitted by law, to the end that this Agreement shall be deemed to be a conditional sale and enforced as such.

ARTICLE 19

Extension Not a Waiver

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to any of the Vendors shall impair or affect his right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to a Vendee shall not otherwise alter or affect the Vendor's rights or the obligations of such Vendee to such Vendor hereunder. The acceptance by the Vendor of any payment after it shall have become due hereunder shall not be deemed to alter or impair the obligations of such Vendee or the Vendor's rights hereunder with respect to any subsequent payments or default herein.

ARTICLE 20

Recording

Each Vendee will cause this Agreement and any assignments hereof or of any interests herein, and any amendments or supplements hereto or thereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11,303 of the Interstate Commerce Act. Such Vendee will also cause any financing statement with respect to this Agreement to be filed and recorded in the form and manner required by law in all offices and places necessary to perfect the lien on and security interest in his Boxcars and the Additional Security. Such Vendee

will from time to time do and perform any other act and will execute, acknowledge, deliver, file and record and deposit any and all further instruments required by law or reasonably requested by the Vendors for the purpose of proper protection, to the satisfaction of counsel for the Vendors, of their title to the Boxcars, their security interest in the Additional Security and their rights under this Agreement or for the purpose of carrying out the intention of this Agreement. Each Vendee will promptly furnish to the Vendor of his Boxcar certificates or other evidences of such filing and recording and depositing satisfactory to such Vendor.

ARTICLE 21

Notices

Except as otherwise provided, any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed by certified or registered mail to it at the following specified addresses:

(a) to each Vendee at:

c/o Saul Duff Kronovet
441 Lexington Avenue
New York, New York 10017

(b) to each Vendor at:

c/o New England Merchants National Bank
28 State Street
Boston, Massachusetts 02109

Attention: Controlled Loan Department

or at such other address as may have been furnished in writing by such party to the other party to this Agreement. Any notice hereunder to any assignee of any of the Vendors shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Vendee (affected by such assignment) by such assignee.

ARTICLE 22

Article Headings

All article headings are inserted for convenience only and shall not affect any construction or interpretation of this

Agreement. Reference to an "Article" or "Articles" means an article or articles of this Agreement.

ARTICLE 23

Effect and Modification of Agreement

Except as herein otherwise provided, this Agreement exclusively and completely states the rights of each of the Vendors and each of the Vendees with respect to their respective Boxcars and supersedes all other agreements, oral or written, with respect to the Boxcars. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Vendors and the Vendees affected thereby.

ARTICLE 24

Law Governing

The terms of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts; provided, however, that the parties shall be entitled to all rights conferred by Section 11,303 of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

ARTICLE 25

Execution

This Agreement may be simultaneously executed in any number of counterparts numbered consecutively in ascending order, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart, but only the counterpart that is labeled "Counterpart No. 1" shall be deemed to be the original for purposes of perfection of a security interest and shall be the only counterpart which may be transferred and given to transfer the rights of the Vendors hereunder. Although this Agreement is dated as of the day, month and year first above written for convenience, the actual date or dates of execution hereof by the

convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the Vendors, and the Vendees have caused this instrument to be executed in their respective names as of the day, month and year first above written.

VENDORS:

_____
John A. Mariscotti

_____
Andrew P. Goldstein

_____
Greg W. Rothe

_____
Donald C. Carroll

_____
Carol D. Vinson

_____
Richard J. Kelly

_____
Robert L. Shiner

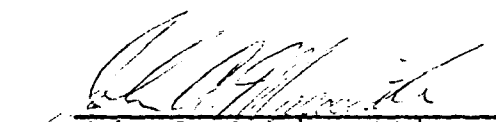
Each Vendee Listed
on Schedule 1 hereto

By: _____
Saul Duff Kronovet,
Power of Attorney

convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the Vendors, and the Vendees have caused this instrument to be executed in their respective names as of the day, month and year first above written.

VENDORS:



John A. Mariscotti

Andrew P. Goldstein

Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, Deceased.

Donald C. Carroll

Carol D. Vinson

Richard J. Kelly

Robert L. Shiner

Each Vendee Listed
on Schedule 1 hereto

By: _____
Saul Duff Kronovet,
Power of Attorney

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VENDORS:

John A. Mariscotti

Andrew P. Goldstein

Suzanne M. Rothe, Executrix

Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, Deceased.

Donald C. Carroll

Carol D. Vinson

Carol D. Vinson

Richard J. Kelly

Robert L. Shiner

Each Vendee Listed
on Schedule 1 hereto

By: _____
Saul Duff Kronovet,
Power of Attorn

Carroll

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VENDORS:

John A. Mariscotti

Andrew P. Goldstein

Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, Deceased.

Donald C. Carroll

Donald C. Carroll

Carol D. Vinson

Richard J. Kelly

Robert L. Shiner

Each Vendee Listed
on Schedule 1 hereto

By: _____
Saul Duff Kronovet,
Power of Attorney

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IN WITNESS WHEREOF, the Vendors, and the Vendees have caused this instrument to be executed in their respective names as of the day, month and year first above written.

VENDORS:

John A. Mariscotti

Andrew P. Goldstein

Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, Deceased.

Donald C. Carroll

Carol D. Vinson

Richard J. Kelly

Robert L. Shiner

Each Vendee Listed
on Schedule 1 hereto

By: Saul Duff Kronovet,
Power of Attorney

convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the Vendors, and the Vendees have caused this instrument to be executed in their respective names as of the day, month and year first above written.

VENDORS:

John A. Mariscotti

Andrew P. Goldstein

Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, Deceased.

Donald C. Carroll

Carol D. Vinson

Richard J. Kelly

Robert L. Shiner JR

Each Vendee Listed
on Schedule 1 hereto

By: _____
Saul Duff Kronovet,
Power of Attorney

STATE OF PENNSYLVANIA)
:SS.:
COUNTY OF Philadelphia)

On this 21st day of December, 1981, before me personally appeared John A. Mariscotti, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

MARTHA T. MILLS
Notary Public, Phila., Phila. Co.
My Commission Expires March 5, [illegible]

STATE OF PENNSYLVANIA)
:SS.:
COUNTY OF Philadelphia)

On this 21st day of December, 1981, before me personally appeared Andrew P. Goldstein, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

STATE OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)

On this 21st day of December, 1981, before me personally appeared John A. Mariscotti, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

(NOTARIAL SEAL)

Notary Public
Commission Expires:

DISTRICT OF)
)
COLUMBIA) SS

On this 18th day of December, 1981, before me personally appeared Andrew P. Goldstein, to me personally known who, being by me sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

Audrey S. Johnson

(NOTARIAL SEAL)
My Commission Expires September 30, 1984

Notary Public
Commission Expires:

STATE OF SOUTH CAROLINA:
:SS
COUNTY OF :

On this 21st day of December, 1981, before me personally appeared Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, deceased, to me personally known who, being by me duly sworn, says that she executed the foregoing instrument and she acknowledged that the execution of the foregoing instrument was her free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

STATE OF PENNSYLVANIA)
:SS.:
COUNTY OF PHILADELPHIA)

On this 21st day of December, 1981, before me personally appeared Donald C. Carroll, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

MARTHA [illegible]
Notary Public [illegible] Co.
My Commission [illegible] March 5, 1984

STATE OF PENNSYLVANIA)
:SS.:
COUNTY OF PHILADELPHIA)

On this 21st day of December, 1981, before me personally appeared Carol D. Vinson, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

STATE OF PENNSYLVANIA)
:SS.:
COUNTY OF PHILADELPHIA)

On this 21st day of December, 1981, before me personally appeared Richard J. Kelly, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

MARTHA T. MILLS
Notary Public, Phila., Phila. Co.
My Commission Expires March 5, 1984

STATE OF PENNSYLVANIA)
:SS.:
COUNTY OF PHILADELPHIA)

On this 21st day of December, 1981, before me personally appeared Robert L. Shiner, to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires:

MARTHA T. MILLS
Notary Public, Phila., Phila. Co.
My Commission Expires March 5, 1984

STATE OF SOUTH CAROLINA:
:SS
COUNTY OF GREENVILLE :

On this 21st day of December, 1981, before me personally appeared Suzanne M. Rothe, Executrix of the Estate of Greg W. Rothe, deceased, to me personally known who, being by me duly sworn, says that she executed the foregoing instrument and she acknowledged that the execution of the foregoing instrument was her free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires: May 9, 1986

STATE OF SOUTH CAROLINA)
:SS.:
COUNTY OF GREENVILLE)

On this 21st day of December, 1981, before me personally appeared CAROL D. VINSON , to me personally known who, being by me duly sworn, says that he executed the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires: May 9, 1986

STATE OF NEW YORK)
:SS.:
COUNTY OF NEW YORK)

On this ~~21st~~ 23rd day of December, 1981, before me personally appeared Saul Duff Kronovet to me personally known who, being by me duly sworn, says that he executed the foregoing instrument under valid powers of attorney from each of the 22 individuals listed on Schedule 1 to the foregoing instrument and he acknowledged that the execution of the foregoing instrument was his free act and deed.

[NOTARIAL SEAL]

Notary Public
Commission Expires: MARCH 30, 1982

NOTARY [illegible]
Cert. filed [illegible]
Term [illegible]

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

The undersigned, a notary public licensed under the laws of the State of New York, hereby certifies that (s)he has compared the attached copy of the conditional sale agreement dated as of December 21, 1981 between each of the vendors and each of the vendees named in Schedule I thereto with the original executed copy of said agreement, and further certifies that the attached copy is a true and correct copy in all respects of the original agreement.

Rachel Lynn Freed

Sworn to before me this
28th day of January, 1982.

Jean W. Spencer

JEAN W. SPENCER
Notary Public, State of New York
No. 31-4669715
Qualified in New York County
Commission Expires March 30, 1983

ACKNOWLEDGMENT

Each of the undersigned hereby acknowledges that he has entered into a conditional sale agreement dated as of December 21, 1981 with the vendors listed on Schedule I to such agreement (the "Vendors") providing for the purchase by the undersigned of the boxcars specified next to their respective names on such Schedule I and that he has received notice from New England Merchants National Bank (the "Bank") that the Bank has acquired all of the rights, titles, interests and obligations of the Vendors under such agreement.

The undersigned further acknowledges that Saul Duff Kronovet executed such agreement on December 23, 1981 on their respective behalves under powers of attorney previously given by each of the undersigned to said Mr. Kronovet. The undersigned consent to the filing and recording of this acknowledgment with the Interstate Commerce Commission.

Executed this 5th day of January 1982.

Steven T. Atkins

Daniel P. Levitt

Martin Balsam

Ezra G. Levin

Charlotte M. Fischman

Henry A. Lowet

Harvey L. Friedman

Richard Marlin

Robert M. Heller

Thomas H. Moreland

Stephen A. Hochman

Gary P. Naftalis

Geoffrey M. Kalmus

Michael J. Nassau

Sherwin Kamin

Michael S. Nelson

Peter S. Kolevzon

Maurice N. Nessen

Michael Paul Korotkin

Michael S. Oberman

Arthur B. Krim

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 5th day of January 1982, before me personally appeared Steven T. Atkins, Martin Balsam, Charlotte M. Fischman, Harvey L. Friedman, Robert M. Heller, Stephen A. Hockman, Geoffrey M. Kalmus, Sherwin Kamin, Peter S. Kolevzon, Michael P. Korotkin, Arthur B. Kramer, Daniel P. Levitt, Ezra G. Levin, Henry A. Lowet, Richard Marlin, Thomas H. Moreland, ~~Gary P. Naftalis~~, Michael J. Nassau, Michael S. Nelson, ~~Maurice N. Nessen~~, Michael S. Oberman and Richard S. Weisbroat to me personally known who, being by me duly sworn, say that they executed the foregoing instrument and that the execution of the foregoing instrument was their free act and deed.

Harold P. Weinberger

[NOTARIAL SEAL]

Notary Public
Commission Expires:
HAROLD P. WEINBERGER
NOTARY PUBLIC, State of New York
No. 4708242
Qualified in New York County
Commission Expires March 30, 1983

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 11th day of January, 1982, before me personally appeared Gary P. Naftalis and Maurice N. Nessen, to me personally known who, being by me duly sworn, did say that they executed the foregoing instrument and that the execution of the foregoing instrument was their free act and deed.

Harold P. Weinberger

Notary Public

[NOTARIAL SEAL]

HAROLD P. WEINBERGER
NOTARY PUBLIC, State of New York
No. 4708242
Qualified in New York County
Commission Expires March 30, 1983

SCHEDULE I
to
CONDITIONAL SALE AGREEMENT
Dated as of December 21, 1981
between
the Vendors and the Vendees listed below

Boxcars	Vendor	Vendee	Conditional Sale Indebtedness
NSL*151458	Robert L. Shiner, Jr.	Steven T. Atkins	$39,500
NSL*151459	Robert L. Shiner, Jr.	Martin Balsam	$39,500
NSL*151460	Robert L. Shiner, Jr.	Charlotte M. Fischman	$39,500
NSL*151463	Richard J. Kelly	Harvey L. Friedman	$39,500
NSL*151464	Richard J. Kelly	Robert M. Heller	$39,500
NSL*151465	Carol D. Vinson	Stephen A. Hochman	$39,500
NSL*151466	Carol D. Vinson	Geoffrey M. Kalmus	$39,500
NSL*151467	Carol D. Vinson	Sherwin Kamin	$39,500
NSL*151468	Donald C. Carroll	Peter S. Kolevzon	$39,500
NSL*151469	Donald C. Carroll	Michael P. Korotkin	$39,500
NSL*156115	Greg W. Rothe	Arthur B. Kramer	$39,500
NSL*156121	Andrew P. Goldstein	Daniel P. Levitt	$39,500
PT*201209	John A. Mariscotti	Ezra G. Levin	$39,500
PT**201210	John A. Mariscotti	Henry A. Lowet	$39,500
PT**201211	John A. Mariscotti	Richard Marlin	$39,500
PT*201212	John A. Mariscotti	Thomas H. Moreland	$39,500
PT**201213	John A. Mariscotti	Gary P. Naftalis	$39,500
PT**201214	John A. Mariscotti	Michael J. Nassau	$39,500
PT**201215	John A. Mariscotti	Michael S. Nelson	$39,500
PT*201216	John A. Mariscotti	Maurice N. Nessen	$39,500
PT**201217	John A. Mariscotti	Michael S. Oberman	$39,500
PT**201218	John A. Mariscotti	Richard S. Weisbroat	$39,500

*Remarked MISS.

**Remarked or to be remarked AVL.

SCHEDULE 3

KRAMER, LEVIN, NESSEN, KAMIN & SOLL
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
919 THIRD AVENUE
NEW YORK, N.Y. 10022
(212) 688-1100

CABLE ADDRESS
NICKRAL
NICKRAL A
—
TWX NUMBER
710 581-5340
—
TELEX NUMBER
645041
—
AUTOMATIC TELECOPIER
(212) 688-2119

December 24, 1981

New England Merchants National Bank
28 State Street
Boston, Massachusetts 02109

Re: Conditional Sale Agreement dated as of December 21, 1981

Gentlemen:

This opinion is furnished to you pursuant to Section 2.12 of the Conditional Sale Agreement dated as of December 21, 1981 (the "Conditional Sale Agreement"), between the vendors listed in Schedule I annexed thereto (the "Vendors") and the various individuals listed in Schedule I annexed thereto (the "Vendees"). Simultaneously with the execution of the Conditional Sale Agreement, each of the Vendors has assigned all of his rights, obligations, title and interest in, to and under the Conditional Sale Agreement to New England Merchants National Bank (the "Bank") pursuant to separate assignment, assumption and release agreements (the "Assignment Agreements"). Terms which are not defined herein but are defined in the Conditional Sale Agreement are used herein as therein defined.

We have acted as counsel for each of the Vendees in connection with the preparation, execution and delivery of the Conditional Sale Agreement. Each of the Vendees is a partner (or the sole shareholder of a professional corporation which is a partner) of our firm.

In that connection, we have examined the Conditional Sale Agreement. We have also examined the originals or copies of such agreements, instruments and documents, as we have deemed necessary as a basis for the opinions hereinafter expressed. In all such examinations, we have assumed the

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645041
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AUTOMATIC TELECOPIER
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genuineness of signatures on original documents and the conformity to the original of all copies submitted to us as photocopies or conformed copies. As to questions of fact material to such opinions, we have relied upon the representations and warranties as to factual matters contained in and made pursuant to Conditional Sale Agreement and other representations, statements or certificates of others. We have assumed the due execution and delivery, pursuant to due authorization, of the Conditional Sale Agreement and the Assignment Agreements by the Vendors, that the Conditional Sale Agreement will constitute legal, valid and binding agreement of the Vendors and that the Assignment Agreements will constitute the legal, valid and binding agreement of the Vendors and the Bank.

Based upon the foregoing, and having regard for legal considerations which we deem relevant, and subject to the qualifications stated below, we are of the opinion that:

1. Each of the Vendees has power to own the Boxcars purchased by such Vendees pursuant to the Conditional Sale Agreement ("the Boxcars") and to enter into the Conditional Sale Agreement and an agreement for the management of such Boxcars.

2. The Conditional Sale Agreement has been duly executed and delivered by the Vendees and constitutes the legal, valid and binding obligation of the Vendees.

3. The execution and delivery of the Conditional Sale Agreement by the Vendees do not require the consent, approval, registration or qualification of or by any governmental authority.

4. Assuming the accuracy of the representations set forth in Section 3.1 of the Conditional Sales Agreement and that the Boxcars are intended for use in interstate commerce, the Bank upon duly filing and recording the Conditional Sale Agreement and the Assignment Agreements with the Interstate Commerce Commission pursuant to Section 11,303 of the Interstate Commerce Act and the regulations promulgated thereunder, will have a valid, perfected security interest in and to the Boxcars.

KRAMER, LEVIN, NESSEN, KAMIN & SOLL
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
919 THIRD AVENUE
NEW YORK, N.Y. 10022
(212) 688-1100

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NICKRAL
NICKRAL A

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5. The execution and delivery of the Conditional Sale Agreement and the compliance by each of the Vendees with the other provisions of the Conditional Sale Agreement and the consummation of the other transactions therein contemplated do not conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under (a) to the best of our knowledge, any term of any material indenture, mortgage, deed of trust, lease or other agreement or instrument, known to us, to which any Vendee is a party or by which any Vendee or any property of any Vendee is bound, or (c) any judgment, decree or order, known to us, applicable to any Vendee, of any court or other governmental authority.

6. We know of no legal or governmental proceedings pending to which any of the Vendees is a party which might materially and adversely affect the transactions contemplated by the Conditional Sale Agreement.

Insofar as the foregoing opinions relate to the enforceability of any instrument, such opinions are subject to (a) all applicable bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally and (b) the application of usual equitable principles if equitable remedies are sought.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and federal laws of the United States of America.

Very truly yours,

Kramer, Levin, Nessen, Kamin & Soll

Schedule 3

December , 1981

New England Merchants National Bank
28 State Street
Boston, Massachusetts 02109

Attention: Controlled Loan
Department

Gentlemen:

We hereby open in your favor our Clean and Irrevocable Letter of Credit No. CCD7-280-381523 for Four Hundred Fifty One Thousand Six Hundred One & 04/100 U.S. Dollars ($451,601.04) effective immediately and expiring at Citibank, N.A., One Citicorp Center Office, 153 East 53 Street, New York, New York 10043, with our close of business February 28, 1985.

Funds are available against your separate sight draft(s), which must be drawn on us and mention our Letter of Credit No. CCD7-280-381523. Each sight draft shall be accompanied by

1. Your signed statement over a signature described as "authorized" (cert. must so state) reading as follows: "The amount of the drawing represents funds owing and due to us under a Conditional Sale Agreement dated as of December 21, 1981."

2. This original Letter of Credit and any amendments thereto in order that the drawing may be entered on the reverse hereof.

Partial drawings are permitted.

Reference in this Letter of Credit to "a Conditional Sale Agreement" ~~between such Limited Partnership and New England Merchants National Bank~~ is for identification purposes only and such "Conditional Sale Agreement" is not incorporated in nor made a part of this credit.

Letter of

The maximum amount of this Letter of Credit shall be reduced as of each of the dates listed below by the amount of $37,633.42, irrespective of whether any draft has been presented by such date:

May 31, 1982
August 31, 1982
November 30, 1982
February 28, 1983
May 31, 1983
August 31, 1983
November 30, 1983
February 28, 1984
May 31, 1984
August 31, 1984
November 30, 1984
February 28, 1985

Unless otherwise stated this credit is subject to the Uniform Customs Practice for Documentary Credits (1974 Revision) of the International Chamber of Commerce Publication No. 290.

Very truly yours,

Authorized Signature

SCHEDULE 4

Payment Date	Principal	Interest
March 31, 1982	328.11	1,382.50
June 30, 1982	339.59	1,371.02
Sept. 30, 1982	351.47	1,359.14
Dec. 31, 1982	363.78	1,346.83
March 31, 1983	376.51	1,334.10
June 30, 1983	389.69	1,320.92
Sept. 30, 1983	403.32	1,307.29
Dec. 31, 1983	417.44	1,293.17
March 31, 1984	432.05	1,278.56
June 30, 1984	1,076.82	633.79
Sept. 30, 1984	1,710.61	-
Dec. 31, 1984	1,710.61	-
March 31, 1985	-	1,710.61
June 30, 1985	-	1,710.61
Sept. 30, 1985	-	1,710.61
Dec. 31, 1985	-	1,710.61
March 31, 1986	-	1,710.61
June 30, 1986	138.46	1,572.15
Sept. 30, 1986	609.45	1,101.16
Dec. 31, 1986	630.78	1,079.83
March 31, 1987	652.86	1,057.75
June 30, 1987	675.71	1,034.90
Sept. 30, 1987	699.36	1,011.25
Dec. 31, 1987	723.84	986.77

Payment Date	Principal	Interest
March 31, 1988	749.17	961.44
June 30, 1988	775.39	935.22
Sept. 30, 1988	802.53	908.08
Dec. 31, 1988	830.62	879.99
March 31, 1989	859.69	850.92
June 30, 1989	889.78	820.83
Sept. 30, 1989	920.92	789.69
Dec. 31, 1989	953.16	757.45
March 31, 1990	986.52	724.09
June 30, 1990	1,021.04	689.57
Sept. 30, 1990	1,056.78	653.83
Dec. 31, 1990	1,093.77	616.84
March 31, 1991	1,132.05	578.56
June 30, 1991	1,171.67	538.94
Sept. 30, 1991	1,212.68	497.93
Dec. 31, 1991	1,255.12	455.49
March 31, 1992	1,299.05	411.56
June 30, 1992	1,344.52	366.09
Sept. 30, 1992	1,391.58	319.03
Dec. 31, 1992	1,440.28	270.33
March 31, 1993	1,490.69	219.92
June 30, 1993	1,542.87	167.74
Sept. 30, 1993	1,596.87	113.74
Dec. 31, 1993	1,652.79	57.82