

MELROD, REDMAN & GARTLAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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RONALD I. HYATT

14159  
RECORDATION NO. Filed 1428

SEP 16 1983 - 8 45 AM  
INTERSTATE COMMERCE COMMISSION

September 15, 1983

\*NOT ADMITTED IN D. C.

BY HAND

WRITER'S DIRECT DIAL NUMBER

822-5385

No. 3-259A050  
Date SEP 16 1983  
Fee \$ 50.00  
OH  
ICC Washington, D.C.

Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Room 2303

Gentlemen:

1. The names and addresses of all parties involved are:

SOLTEX POLYMER CORPORATION *Lensee*  
3333 Richmond Avenue  
Houston, Texas 77005

GREYHOUND LEASING & FINANCIAL CORPORATION *Lensee*  
Greyhound Tower  
Phoenix, Arizona 85077

2. A general description of the collateral including identifying marks and numbers is:

135 Used ACF built 5,250 cubic foot, 100 ton dry flow bottom dump railroad covered hopper cars equipped with:

- Copon #701 lining
- ACF Ride Control Suspension
- Four compartments with four pneumatic outlets
- #5131 or #5135 four inch vacuum discharges
- ACF center-flow car truck scrubbers
- Westinghouse blakes
- Cardwell Westinghouse draft gears

bearing reporting marks ELTX300-ELTX434

Year of manufacture:

1 car	1977
28 cars	1978
65 cars	1980
41 cars	1981

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SEP 16 8 41 AM '83  
I.C.C.  
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*William Foster*  
*William Foster*

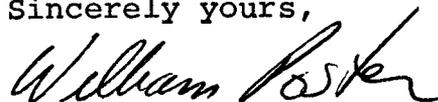
MELROD, REDMAN & GARTLAN  
A PROFESSIONAL CORPORATION

Interstate Commerce Commission  
September 15, 1983  
Page Two

3. The address and telephone number of the party requesting the registration, being the same party who should be contacted in the event a problem arises, is:

JERRY M. HAMOVIT or  
WILLIAM POSTER  
MELROD, REDMAN & GARTLAN, P.C.  
Suite 1100K  
1801 K Street, N.W.  
Washington, D.C. 20006

Sincerely yours,



William Poster

/cmk

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

9/16/83

OFFICE OF THE SECRETARY

**William Poster**  
**Melrod, Redman & Gartlan P.C.**  
**1801 K. Street N.W. Suite 1100**  
**Washington, D.C. 20006**

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 **9/16/83** at **8:45am**, and assigned re-  
recording number(s). **14159**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

on request

14159 ✓  
REGISTRATION NO. FILED

16 183 -3 15 AM

INTERSTATE COMMERCE COMMISSION

# RAILROAD EQUIPMENT LEASE AGREEMENT

LESSOR: GREYHOUND LEASING & FINANCIAL CORPORATION ("Lessor")

LESSEE: The undersigned ("Lessee") at the address set forth on the signature page hereof.

1. **LEASE.** Subject to the terms of this Equipment Lease Agreement (together with the Supplements, Riders, Schedules and Exhibits hereto, the "Lease"), Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the equipment (together with all attachments, replacements, parts, additions and repairs incorporated therein and affixed thereto, the "Unit(s)") initially described in each and all Supplements ("Supplements") and thereafter described in each and all Schedules ("Schedules") hereto signed by the parties and thereby made a part hereof.

2. **TERM; RENTAL; AND PAYMENTS.** (a) Lessee will pay as rental ("Rental") for use of the Units the payments, in the amounts, at such times and for the entire lease term ("Term") specified in the applicable Supplement(s) to this Lease. The Rental and the Term with respect to each Supplement shall commence on the date of acceptance ("Acceptance Date") of a Unit by Lessee from Lessor for leasing hereunder which shall also be the date of the applicable Schedule.

(b) Lessee intends the Rentals to be net to Lessor. Therefore, Lessee shall pay when due all sales, use, excise, gross receipts, value added, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges ("Impositions") imposed on the ownership, possession, use, sale, rental, shipment or transfer of title of the Units during the Term and shall pay or shall reimburse Lessor upon demand for all taxes (except Federal or State net income taxes) imposed on Lessor or Lessee with respect to the Rentals. Lessee shall file all returns required therefor and furnish copies to Lessor. Lessee shall also pay any increase to Lessor in income tax as a result of inclusion in income of Lessor of any amount required by this paragraph to be paid to or for Lessor. Lessee will keep at all times all and every part of each Unit free and clear of all Impositions which might in any way affect the title of Lessor thereto or result in a lien upon such Unit.

(c) In the event any Rental or any other payment due Lessor hereunder is not timely paid, such arrearage shall, on demand of Lessor, be subject to interest at the lesser of the maximum legal rate of interest permitted by applicable law or 1% per annum above the then current Prime ("Prime" being the higher of (i) the announced base rate of interest charged by Citibank, N.A. on 90-day loans to substantial commercial borrowers or (ii) 1/2 of 1% (0.5%) above the latest 3 week moving average of secondary market morning offering rates in the U.S. as determined by Citibank, N.A. for 3 month certificates of deposit of major U.S. money market banks), provided, however, that where there is no maximum rate provided by law by which to measure the first prong of this definition, then the rate determined by the second prong of this definition shall apply. All payments due Lessor shall be paid at Lessor's office at the address set forth below, or as otherwise directed, and shall be paid without notice, demand, counterclaim, setoff, deduction, recoupment or defense, and Lessee waives all rights with respect thereto it might otherwise have now or hereafter.

3. **PURCHASE CONTRACT.** (a) Lessee covenants, represents and warrants to Lessor that (i) it has entered into an agreement or purchase order ("Purchase Contract") providing for sale and delivery of the Units to Lessee by the vendor thereof ("Vendor") for a consideration not exceeding the Cost (the total consideration necessary to purchase the Units including, without limitation, freight charges, taxes and reimbursements to Lessee of progress payments for the Units made by Lessee, if any) set forth in the applicable Supplement, (ii) the Purchase Contract is valid and in full force and effect according to its terms and Lessee is not in default thereunder, (iii) it will assign to Lessor, if requested by Lessor, its entire interest in the Purchase Contract for the purposes hereof, (iv) it will not alter or otherwise assign the Purchase Contract, without the prior written consent of Lessor, (v) it will make all progress payments required under the Purchase Contract (to be reimbursed when the Units are accepted for leasing hereunder), and (vi) it will act as agent for Lessor in accepting delivery of the Units. A Unit shall not be deemed to be delivered to Lessor until it has been accepted for leasing hereunder and Lessee has given to Lessor written notice thereof satisfactory to Lessor, at which time Lessor shall purchase such Unit from Vendor in a commercially reasonable manner if all of the terms and conditions hereof shall have been complied with, whereupon Lessee shall sign a schedule therefor upon presentation. If any Unit shall not "conform" as that term is understood under UCC Sec. 2-106, Lessee shall notify Lessor and Lessor shall not be obligated to and shall not purchase the same. In such event, Lessee agrees to save Lessor harmless from any claim by Vendor and expenses in connection therewith.

(b) Lessee acknowledges and agrees that (i) each Unit is of a size, design, capacity and manufacture selected by Lessee, (ii) it is satisfied that each Unit is suitable for its purposes, (iii) Lessee is not a manufacturer of the Units nor a dealer in property of such kind.

4. **NO WARRANTIES BY LESSOR.** (a) LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE (DIRECT OR CONSEQUENTIAL) OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY UNIT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT (LATENT OR PATENT) THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICE OR ADJUSTMENTS THERETO, OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY THEREOF, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED. LESSOR SHALL NOT, BY VIRTUE OF HAVING LEASED THE UNITS UNDER THIS LEASE, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL OR EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS (FOR USE OR FOR ANY PARTICULAR PURPOSE), DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE UNITS.

(b) Inability of Lessee to use the Units due to any reason, including, without limitation, any defect in or unfitness of the Units, any action by any governmental authority (including, without limitation, legislative, executive, administrative or judicial bodies) or any action by an independent supervisory agency, shall not relieve Lessee of the obligation hereunder to pay Rentals for the full Term, once the Unit has been accepted or presumed accepted by Lessee under paragraph 3(a) hereof. Lessee shall look solely to the Vendor for any claim based on the quality or condition of the Units, their performance, merchantability or fitness for use and will not assert any such claim, offset or defense against Lessor.

5. **REPORTS.** Lessee shall furnish to Lessor (i) [redacted] at such times as Lessor may request, an accurate report certified by a duly authorized officer of Lessee stating as of a recent date [redacted]

(x) that the Units have been maintained and repaired in accordance herewith, and that the legends placed on the Units as required herein have been preserved or repainted on each side of each of the Units, and the Lessee's identifying reporting mark and the appropriate unit number have been preserved or repainted on each side of each of the Units as required herein, (y) the location of the Units; and (z) such other information regarding the location, condition and state of repair of the Units as Lessor may reasonably request, (Lessor may examine each Unit at any time); and (ii) without demand, notification immediately thereafter of accidents, claims or demands arising out of the ownership or alleged or apparent improper manufacture, functioning or operation of any Unit, details thereof, and copies of documents pertaining thereto (Lessee and its employees shall aid in the investigation and defense of all such claims and in the recovery of damages from third persons) and written notice within 10 days after any day on which any tax lien shall attach to any Unit, of the location of such Unit on such day.

6. **USE; OPERATION; AND SERVICE.** (a) Lessee will (i) cause the Units to be operated and maintained only in the ordinary course of Lessee's business and in accordance with applicable manufacturer's manuals or instructions and by competent and duly qualified, authorized agents or employees only; applicable regulatory rules and laws, including, without limitation, all laws of the jurisdictions in which its operations involving the Units may extend, the interchange rules of the Association of American Railroads, rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body, and rules of any other association of carriers or shippers exercising any power or jurisdiction over Lessee or over the Units, to the extent that such laws and rules affect the title, operation, storage, maintenance or use of the Units or the other terms and conditions of this Lease, (ii) not assign or otherwise transfer or sublet this Lease, the Units or any interest therein without the prior written consent of Lessor in each instance, nor permit the Units to be subject to any lien, encumbrance or charge whatsoever, (iii) maintain the Units at its sole expense in good operating order, repair, condition and appearance and acceptable for use in unrestricted interchange, and (iv) furnish at its sole expense all parts, supplies, service and utilities necessary for operation or maintenance of the Units, all of which shall immediately become the property of Lessor without cost or expense to Lessor except that this shall not apply to special equipment installed on the Units by Lessee with the consent of Lessor, provided that such equipment is removed by Lessee before the Units are returned to Lessor and all damage resulting from such installation and removal is repaired by Lessee, and further provided that removal of equipment does not affect the Units' serviceability or use in unrestricted interchange. Notwithstanding the foregoing, no accessory or device may be installed or affixed to any Unit if the same will impair the originally intended function of the Unit. If the laws or rules referred to in 6(a)(i) above require the [redacted] except that Lessee may trip lease any Unit or Units to one or more customers and may sublease any Unit or Units to any other manufacturer of polyethylene or three months.

except for occasional trips to a Canadian location when the return trip is directly to the United States.

as provided in Section 6(a) and

alteration of the Units, Lessee shall conform the Units in accordance therewith at Lessee's expense and shall maintain the same in proper condition for operation under such laws and rules; provided, however, that Lessee may in good faith contest the validity and application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the property or rights of Lessor as owner hereunder. Lessee shall notify Lessor of any alteration of the Units required by such laws or rules, describing by identification number the Units affected and the nature of the alteration. Except for alterations or changes required by law, Lessee shall not, without the prior written approval of Lessor, effect any change in the design, construction or body of the Units.

(b) Lessee assumes all risks for the use, operation and storage of each Unit and for injuries and damages incident thereto, whether to agents, employees or property of Lessee, Lessor or of third parties and whether or not occasioned by Lessor's negligence. LESSEE WILL SAVE AND HOLD LESSOR HARMLESS from all losses, damages, claims, penalties, liabilities and expenses, including attorneys' fees, howsoever arising or incurred because of or incident to (i) any Unit or the actual or alleged purchase, acquisition, delivery, management, control, leasing, condition, destruction, damage, return, repossession, surrender, sale or other disposition, use, operation or storage thereof or (ii) the assertion of any claim or demand based on any infringement or alleged infringement of any patent, trademark or other right by or in respect of any Unit and/or on STRICT OR ABSOLUTE LIABILITY IN TORT.

(c) Unless an Event of Default shall have occurred and be continuing, Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease. Lessee shall not, without the prior written consent of Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control the Units except that Lessee may permit the use thereof by other railroad companies in the usual interchange of traffic agreements, but only on and subject to all the terms and conditions of this Lease; provided however, Lessee shall not use or permit the use of the Units involving the operation and/or maintenance thereof outside the United States.

(d) All [redacted] proceeds payable for the loss, destruction or damage of or to the Units under the current Code of Rules Governing the Settlement for Destroyed or Damaged Cars adopted by the Association of American Railroads shall be paid to Lessor's agent, care of Lessor, who, prior to Default and until a successor is designated by Lessor, may be the Lessee. Lessee shall cause appropriate instructions as to such payments to be published in each issue of the Official Railway Equipment Register. Prior to the occurrence of an Event of Default the amounts so paid shall be remitted by such agent to Lessee; provided, however, that if an Event of Default shall occur no such payments, sublease rentals or other charges shall be paid to Lessee from and after the occurrence of said Event of Default, and Lessee hereby releases any claim thereto; and all such payments. Rentals and other charges shall be remitted to Lessor and may be applied by Lessor against any liability of Lessee to Lessor hereunder or any expense incurred by Lessor because of such Default.

7. INSURANCE. "Stipulated Loss Value" means a sum of money equal to the Cost of the Unit(s) multiplied by the percentage set forth on Exhibit A, to the applicable Supplement, and thereby made a part hereof, for the applicable period of the Term in which the calculation is made. The calculation is made on the premise that all Rentals due have been timely paid. Lessee shall provide and maintain at its own expense all risk insurance on each Unit for the replacement cost thereof and comprehensive general liability insurance covering each Unit. The insurance shall (i) be of a type, form, in amounts and with companies approved by Lessor, (ii) in the case of property insurance, provide that settlements for losses shall be paid jointly to the insured and Lessor and/or its assignee as loss payee and insure Lessor's interest regardless of any breach or violation by Lessee of any warranty, declaration or condition contained in the policies, (iii) in the case of liability policies, name Lessor as additional insured and provide that all insurance, except the limits of liability, operate as if there were a separate policy covering each insured, (iv) be primary and without right of contribution from other insurance which is carried by Lessor and (v) provide for 30 days written notice to Lessor prior to the time any coverage is altered or cancelled. Certificates of insurance or other evidence satisfactory to Lessor, including the original or certified copies of the actual policies, showing the existence of insurance in accordance herewith and the terms, conditions, and payments therefor shall be delivered to Lessor forthwith and thereafter prior to each expiration.

8. DAMAGE TO EQUIPMENT. (a) Lessee assumes all risks of loss, theft or destruction of, and damage to, each Unit and will hold Lessor harmless from any thereof and from all claims and liens for storage, labor and materials incurred other than by Lessor whether or not insured.

(b) "AAR Settlement Value" shall have the meaning set forth in Rule 107 of the Field Manual of AAR Interchange Rules, as amended from time to time. A Unit which is lost, stolen, wholly destroyed or damaged beyond repair so as to preclude its use for the purpose intended by reason of any cause, or is appropriated, requisitioned, taken over or nationalized by any governmental authority under the power of eminent domain or otherwise, and all of the obligations of Lessee hereunder are not assumed by such governmental authority within 60 days after such appropriation, requisitioning, taking over or nationalization, shall be deemed a "Total Loss". A Unit for which AAR Settlement Value is payable shall also be deemed a Total Loss. In the event of Total Loss, this Lease shall terminate as to such Unit if Lessor shall have received an amount [redacted] Stipulated Loss Value of such Unit. If a Total Loss occurs, Lessee shall pay to Lessor an amount equal to the last previous Rental on the date that the next Rental would have fallen due and shall pay such amount monthly thereafter until such time as Lessor shall have received an amount equal to the sum of (x) accrued to Rentals, if any, to the date of such Total Loss, (y) the [redacted] Settlement Value of the Units as of the date of such Total Loss and (z) interest on the unpaid and declining balance of said amount at the rate set forth on paragraph 2 above from the date of such Total Loss to the date of receipt thereof by Lessor.

(c) If a Unit(s) is damaged but shall be capable of repair, this Lease shall remain in effect as to such Unit(s) and Lessee will repair such damage or replace such Unit at Lessee's sole cost, but Lessee may apply, if it is not in default under this Lease, any insurance proceeds received in respect of such damage to such repair or replacement.

9. RETURN OF EQUIPMENT. (a) At the expiration or sooner termination of the Term or any renewal thereof, Lessee will return each Unit to Lessor free of all advertising or insignia placed thereon by Lessee (Lessee will restencil the Units as directed by Lessor) and in the same operating order, repair, condition and appearance as when received, reasonable wear and tear excepted, and in all events in such condition as to permit use in unrestricted interchange and shall meet all interchange requirements of the Association of American Railroads. For such purpose Lessee, at its own cost and expense, shall forthwith (i) assemble the Units and place them for storage upon tracks of Lessee as Lessor may designate or, in the absence of such tracks, upon tracks as Lessor may select, (ii) store the Units on such tracks for a period not exceeding 90 days from the date that the Units are so assembled, and (iii) transport or cause to be transported the Units at any time within such 90-day period on the written direction of Lessor to do so to a place so designated by Lessor. The assembling, delivery, storage and transportation of the Units as above provided are essential to this Lease and Lessor shall be entitled to a decree of court against Lessee so as to require Lessee to assemble, deliver, store and transport the Units.

(b) Without in any way limiting the obligation of Lessee under the foregoing paragraph, Lessee hereby irrevocably appoints Lessor as its agent and attorney, with full power and authority, at any time while Lessee is obligated to deliver possession of the Units to Lessor, to demand and take possession of the Units in the name and on behalf of Lessee from whomsoever shall be at the time in possession of the Units.

10. REPRESENTATIONS AND WARRANTIES. Lessee hereby covenants, represents and warrants to Lessor that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and in every jurisdiction in which the nature of its business requires qualification (ii) it has taken all action which may be required to authorize the execution, delivery and performance of this Lease, and such execution, delivery and performance will not conflict with or violate any provisions of its Charter or Articles of Incorporation, By-laws or any provisions of, or result in a default or acceleration of any obligation under, any agreement, order, decree or judgment to which it is a party or by which it is bound, nor is it now in default under any of the same, (iii) there is no litigation or proceeding pending or threatened against it which may have a materially adverse effect on Lessor or which would prevent or hinder the performance by it of its obligations hereunder, (iv) this Lease and attendant documents constitute valid obligations of Lessee, binding and enforceable against it in accordance with their respective terms, (v) no action by or with any commission or administrative agency is required in connection herewith (vi) all financial statements that have heretofore been presented by or on behalf of it to Lessor in conjunction with this transaction, are true and correct and present fairly the financial condition and results of operations of the subject of such statements as of the date thereof or for the period reflected therein, do not contain any untrue statement or omission of a material fact, and there is no fact, situation or event which materially adversely affects or will materially adversely affect the properties, business, assets, income, prospects or condition (financial or otherwise) of the subject thereof, (vii) it has the power to own its assets and to transact the business in which it is engaged, (viii) it is not currently in default of any obligation under any agreement, instrument or undertaking, or decree or judgment to which it is a party or by which it is bound, (ix) it will give to Lessor prompt notice of any change in its name, identity and structure.

11. DEFAULT. An event of default shall occur hereunder ("Events of Default") if Lessee (i) fails to pay any sum to be paid hereunder when due and such failure continues for 24 hours after receipt by Lessee of written, telegraphic or telephonic notice thereof, (ii) fails at any time to procure or maintain any insurance coverage prescribed herein, (iii) fails to perform or observe any other duty, obligation or covenant contained herein or in any other document furnished in connection herewith and such failure shall continue for 10 days after receipt by Lessee of written, telegraphic or telephonic notice thereof, (iv) becomes insolvent (that is, unable to pay its debts as they mature) or commits an act of bankruptcy or becomes the subject of any proceeding under the Bankruptcy Act as amended or any other insolvency law or law providing for the relief of debtors (v) shall suffer any substantial part of Lessee's property to

and, in the case of a proceeding brought without its consent, the proceeding

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plus one half the amount by which AAR Settlement Value exceeds the Stipulated Loss Value ("Loss Settlement Value")

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except to observe the provisions of the first sentence of Section 6(c) and the second sentence of Section 18.

unless Lessee is contesting in good faith such action by obligee

be subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency (vi) fails to timely comply with any payment obligations under any other agreement, including without limitation, other leases or transactions with Lessor in the past or future, with the result that the obligee thereof shall have exercised its right to accelerate, sue, resort to its security and/or repossess (vii) shall have a final judgment aggregating in excess of \$10,000.00 rendered against it which shall remain outstanding and undischarged for 90 days, or (viii) shall have made a materially untrue or incorrect representation of warranty herein or in any document delivered in connection herewith.

*[Handwritten initials]*

12. REMEDIES. (a) Upon the occurrence of an Event of Default, Lessor at its option may, (i) proceed by appropriate court action(s) to enforce performance by Lessee or to recover from Lessee any and all damages and expenses which Lessor shall have sustained by reason of Lessee's default or on account of Lessor's enforcement of its remedies hereunder, (ii) terminate Lessee's rights hereunder, and/or (iii) take possession of all Units (damages occasioned by such taking of possession are hereby expressly waived by Lessee), and thereupon Lessee's right to possession shall terminate; provided, however, it is understood and agreed that Lessor's taking possession of the Units shall neither terminate this Lease nor discharge Lessee's obligations and duties hereunder and Lessee's obligation to pay Lessor its damages as hereinafter provided. In the event of any repossession, Lessor shall either lease the Units or any portion thereof for such period, rental and to such person as Lessor shall elect or sell the Units or any portion thereof at public or private sale without demand or notice of intention to sell or of sale to Lessee and with or without having the Units at the place of sale or retain the Unit(s) or any part thereof without leasing or otherwise disposing of the Unit(s). If any Unit is leased, sold or otherwise disposed of pursuant hereto, Lessee shall be liable to Lessor, as liquidated damages for the breach of this Lease (but not as penalty), for the amount by which the proceeds of such lease (all future rental payments thereof discounted to the specified payment date to their present value at the rate of 8% per annum), sale or other disposition is less than the sum of (i) all due, unpaid and accrued Rentals for such Unit as of the date of the Event of Default, (ii) the Stipulated Loss Value thereof as of the date of the Event of Default, (iii) an amount equal to accrued Impositions and other amounts payable hereunder by Lessee with respect to such Unit, (iv) all costs, expenses, losses and damages incurred or sustained by Lessor by reason of such default and (v) interest at the rate specified in paragraph 2 on each of the foregoing and on all sums not paid when due under any provision of this Lease. If on the date of such termination or repossession, any Unit be a Total Loss or be subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, Lessee shall also remain liable for the Stipulated Loss Value of such Unit, less the amount of any insurance recovery received by Lessor in connection therewith. All rights and remedies of Lessor conferred on Lessor by this Lease or by law shall be cumulative and in addition to every other right and remedy available to Lessor. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof unless specifically waived by Lessor in writing, nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

(b) LESSEE HEREBY VOLUNTARILY AND KNOWINGLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO NOTICE AND/OR HEARING PRIOR TO ANY RETAKING OF POSSESSION OR REPLEVY OF THE UNITS BY LESSOR, ITS AGENTS OR ASSIGNS ON DEFAULT OF LESSEE, AND FOR THIS PURPOSE LESSOR MAY, AS FAR AS LESSEE CAN GIVE AUTHORITY THEREFOR, ENTER UPON ANY PREMISES ON WHICH THE UNITS MAY THEN BE SITUATED AND REMOVE THE SAME THEREFROM. LESSOR MAY REQUIRE LESSEE TO DELIVER THE UNITS TO LESSOR AT A PLACE TO BE DESIGNATED BY LESSOR IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 9.

EVENT OF

(c) If Lessor incurs any expenses including without limitation attorneys' fees, in the enforcement of any of its rights hereunder without having brought any action, proceeding or suit to enforce any such right, or if Lessor shall bring any action, proceeding or suit and shall be entitled to judgment, then Lessor may recover from Lessee such reasonable expenses so incurred. Should Lessor be in default hereunder as to any one Unit, Lessee may not because of such default terminate this Lease as to any other Unit. Promptly after Lessee has notice thereof, Lessee shall give notice to Lessor of any Event of Default and any event that has occurred and is continuing which constitutes an Event of Default but for the requirement that notice be given or time elapse or both.

13. PURCHASE OPTION. At the expiration of the Term or any renewal thereof of each respective Schedule, ("Expiration Date") Lessee shall be entitled to purchase the Unit(s) at their respective Expiration Dates for a price equal to the then fair market value thereof, provided, however, (i) Lessee must not be in default under this Lease on the date it exercises this purchase option or between the date of exercise and the Expiration Date for the Unit(s) which are the subject of the purchase option, (ii) Lessee must give Lessor unequivocal and irrevocable written notice of its exercise of this purchase option at least 6 months, but not more than 12 months prior to the Expiration Date of the first Schedule to expire, and (iii) Lessee must elect to purchase at their respective Expiration Dates, all, and not less than all, the Units subject to this Lease on the Expiration Date of the first Schedule to expire. For the purposes of determining fair market value of the Unit(s) it shall be assumed that the Unit(s) will be used for their best intended purposes, are fully assembled, in good operating condition and fully operational.

INITIAL HERE

14. TAX BENEFITS. (a) "IRC" shall mean the Internal Revenue Code of 1954, as amended; "Depreciation" shall mean deductions for Federal income tax purposes on the Cost of the Unit(s) using the applicable "Accelerated Cost Recovery System" method provided by IRC Section 168 (other than straight-line) with a recovery period as set forth in the applicable Supplement; and "Tax Benefits" shall mean Depreciation.

(b) The parties acknowledge that only Lessor shall be entitled to claim the Tax Benefits available on the purchase and ownership of the Unit(s) and Lessee will not claim the same. If for any reason (including, without limitation, changes in tax laws or changes in the corporate income tax rates subsequent to the commencement of this Lease or by reason of Lessee's claim to Tax Benefits, or any part thereof) other than any act or omission solely of Lessor while Lessee is not in default under this Lease (the documentation and structure of this transaction shall not be considered an act or omission of Lessor), Lessor should not be able to claim and retain the Tax Benefits or any part thereof or Lessor should have its income tax liability increased with respect to this Lease, then Lessee agrees to restore Lessor promptly on demand to the same after-tax financial position it would otherwise have enjoyed had such Tax Benefits not been lost, recaptured or disallowed in the first instance or had such corporate income tax rates not changed. In addition, but not by way of limitation, if any additional or alternative tax or taxes are imposed upon the Lessor by reason of the Lessor's claiming the Tax Benefits or its participation in this Agreement as Lessor, then Lessee agrees to restore Lessor promptly on demand to the same after-tax financial position it would otherwise have enjoyed had such additional or alternative tax or taxes not been imposed upon the Lessor in the first instance.

15. CONDITIONS PRECEDENT. The obligations of Lessor hereunder to purchase any Unit and to lease it to Lessee are expressly contingent on satisfaction and fulfillment of the following, such obligations to expire on the date set forth in the applicable Supplement: (i) Lessee shall have executed and delivered, or caused to be executed and delivered at its sole cost and expense, such documents as Lessor may deem necessary and desirable (and as shall be satisfactory to Lessor in form and content) in connection with this transaction, including without limitation, opinions of legal counsel, officers' certificate, UCC financing statements and the filing and recording of this Lease with the ICC in accordance with Section 20c of the Interstate Commerce Act or any successor thereto; (ii) there shall be no materially adverse change in the financial condition of Lessee or in Lessee's ability to perform its obligations hereunder; (iii) Lessee shall have kept and performed Lessee's obligations hereunder; (iv) the Vendors are willing and able to sell and deliver the conforming Units and to transfer title thereto, free and clear of all liens and encumbrances, to Lessor on or before the date set forth in the applicable Supplement for a total consideration not exceeding Cost and (v) the Units shall be eligible for Tax Benefits as herein contemplated.

16. ASSIGNMENT AND/OR SALE BY LESSOR. Lessee acknowledges and understands that the terms and conditions of this Lease have been fixed by Lessor in anticipation of its being able to assign and/or sell ("Transfer") its interest under this Lease and in and to the Units in whole or in part to a third party, which assignee and/or purchaser ("Transferee") will rely on and be entitled to the benefit of the provisions of this paragraph, and upon any such Transfer, Lessee agrees with Lessor and with such potential Transferees to recognize any such Transfer, to accept the directions or demands of such Transferee in place of those of Lessor, to the extent so directed by Lessor to surrender Units only to such Transferee as so directed, to pay all Rentals and the sums payable hereunder and to do any and all things required of Lessee hereunder and not to terminate this Lease, notwithstanding any default by Lessor or the existence of any offset as between Lessor and Lessee or the existence of any other liability or obligation of any kind or character on the part of Lessor to Lessee whether or not arising hereunder, and not to require any such Transferee to perform any duty, covenant or condition required to be performed by Lessor hereunder, all rights of Lessee in any such instance being hereby waived as to any and all of such Transferees. However, upon any such Transfer, Lessor shall not be relieved of its obligations to Lessee hereunder.

17. IDENTIFICATION OF UNITS. (a) Lessee, at its sole cost and expense, agrees to cause to be plainly, distinctly, permanently and conspicuously placed, fastened or painted upon each side of each Unit a legend in letters not less than one inch in height bearing the following words: "GREYHOUND LEASING & FINANCIAL CORPORATION, PHOENIX, ARIZONA, OWNER AND LESSOR." At the request of Lessor or any chattel mortgagee, assignee, trustee or other holder of the legal title to the Units, the Units may be lettered or marked to identify the legal owner of the Units, if other than Lessor.

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

(c) Lessee agrees to cause to be placed on each side thereof Lessee's assigned number. At all times thereafter, during the Term, Lessee will cause the Units to bear the number so assigned to it, and Lessee will not change or permit to be changed the number except in [redacted] At the first time each Unit is at Lessee's plant after the closing.

other than a breach of the first sentence of Section 6(c) or the second sentence of Section 18

*[Handwritten initials]*

*[Handwritten initials]*

accordance with a statement of new number to be substituted therefor which previously shall have been filed with Lessor by Lessee and filed, recorded or deposited in all public offices where this Lease will have been filed, recorded or deposited.

18. **MISCELLANEOUS.** Nothing herein contained shall give or convey to Lessee any right, title or interest in and to any Unit except as a lessee thereof. Lessor covenants that it is the owner of the Units(s) upon their purchase from the Vendors and that conditional upon Lessee's performance hereunder, Lessee shall peaceably and quietly hold, possess and use the Unit(s) during the Term. This Lease shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, subject to paragraph 6. Time is of the essence. This Lease shall be governed by and construed in accordance with the laws of the State of Arizona. The invalidity of any portion of this Lease shall not offset the force and effect of any other portion hereof. Interest computations shall be made on the basis of a 360-day year of twelve 30-day months. Lessee agrees throughout the Term to execute and deliver such additional documents and to perform such further acts as may be reasonably requested by Lessor in order to carry out and effectuate the purposes hereof. This Lease contains the entire agreement between the parties and may not be modified, terminated or discharged except in writing, and this Lease supersedes any and all prior representations, warranties and/or inducements, written or oral, heretofore made by Lessor concerning this transaction, which prior representations, warranties and/or inducements, if any, are null and void and of no force or effect whatsoever. This Lease may be executed in any number of counterparts all of which shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Lease by signing any such counterpart. Lessor and Lessee characterize this agreement as a lease, agree that this agreement shall be treated as a lease and that Lessor shall be treated as the owner of the Unit(s) for the purposes of Subtitle A of the IRC and elect to have all of the provisions of IRC Section 168(f)(8) apply with respect to this Lease.

Notwithstanding the foregoing, if under applicable law including, without limitation, the Uniform Commercial Code, this lease transaction is deemed to be other than a lease transaction, Lessee and Lessor agree for purposes of state law only, that this Lease shall constitute a "security agreement" as contemplated under UCC Section 9-203 and Lessor's retention of title to the Unit(s) hereunder shall be as security for the full and faithful performance by Lessee of all of its obligations under this Lease.

19. **RIDERS.** The terms and conditions set forth in Rider No. 1 (which shall be executed simultaneously herewith and attached hereto and made a part hereof) are, and all other additional riders hereto will be deemed, incorporated herein as if specifically set forth herein.

20. **SURVIVAL.** Any other provisions contained in this Lease to the contrary notwithstanding, it is hereby agreed that the provisions of paragraphs 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 19 shall survive the expiration or termination hereof to the extent required for their full observation and performance. No obligation of Lessor hereunder shall survive the Term or sooner termination of this Lease, and, should Lessor permit the use of any Unit beyond the Term specified therefor, the obligations of Lessee hereunder shall continue. Any such permissive use shall not be construed as a renewal of the Term or as a waiver of any right or continuation of any obligation of Lessor hereunder, and Lessor may take possession of any such Unit at any time on demand after 45 days notice. Neither cancellation nor termination by Lessor of this Lease pursuant to the provisions hereof nor any termination of the Term by lapse of time shall release Lessee from any then outstanding obligations and/or duties to Lessor hereunder.

21. **SUPPLEMENT 1.** The first Supplement to this Lease, designated as Supplement 1, is as follows:

### SUPPLEMENT 1

A. Description of Units covered by this Supplement. The following railroad rolling stock:

135 used ACF 5,250 cu. ft. dry flow bottom dump hopper cars more particularly described on Exhibit C annexed.

B. Cost of the Units (see Lease paragraph 3(a)): \$2,362,500.00

C. The Term (see Lease paragraph 2(a)) for Units covered by this Supplement: 120 consecutive monthly

D. Rental (see Lease paragraph 2(a)) for Units covered by this Supplement:

D-1 Payable in 120 consecutive monthly payments, each of which shall be payable monthly in advance

D-2 Each Rental payment shall equal 1.2553 % of the Cost of the Units, subject to Section 6 of Rider No. 1.

D-3 The first Rental payment shall be due and payable when each Unit is accepted for leasing hereunder and each successive Rental payment thereafter shall be due and payable on the same day of the month as the first Rental payment.

E. The Unit(s) constitute(s) 5 year recovery property with a recovery period of 5 years as provided in Section 168 of the IRC.

G. Vendor must deliver and sell the Units to Lessor on or before and the obligations of Lessor to purchase the same and to lease them to Lessee (see Lease paragraph 15) expires November 14, 1983

H. All demands, notices, consents, requests and other communications hereunder shall be, unless specifically provided otherwise in the Lease, in writing and shall be deemed to have been duly given when personally delivered to any officer of Lessor or Lessee, or when deposited in the mail, registered or certified, postage prepaid, addressed to the parties at their addresses shown below.

I. Lessee's State of Incorporation: Delaware

J. Lessee's Address: 3333 Richmond Avenue, Houston, Texas 77055

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Supplement 1 hereto as of August 16, 1983

SOLTEX POLYMER CORPORATION  
LESSEE

By: [Signature]  
(Title) President

By: [Signature]  
(Title) Vice President & Secretary

GREYHOUND LEASING & FINANCIAL CORPORATION, Lessor

By: [Signature]  
(Title) Vice President

ATTEST:

By: [Signature]  
Assistant Secretary/Attorney

Greyhound Tower  
Phoenix, Arizona 85077  
Attention: Vice President-Law

INITIAL  
HERE



[Handwritten Signature]

State of Texas )  
 ) ss.  
County of HARRIS )

On this 31<sup>st</sup> day of August, 1983, before me personally appeared M.W. Sadler, to me personally known, who being by me duly sworn, says that he is the President of Soltex Polymer Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Anita R. Wiseman

My Commission expires:

4/29/86

State of Arizona )  
 ) ss.  
County of Maricopa )

On this 18th day of August, 1983, before me personally appeared Irving Hymson, to me personally known, who being by me duly sworn, says that he is the Vice President-Law of Greyhound Leasing & Financial Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Lynnette D. Elliot

My Commission expires:

January 19, 1986

**RIDER NO. 1 AS OF AUGUST 16, 1983  
TO RAILROAD EQUIPMENT LEASE AGREEMENT  
BETWEEN  
GREYHOUND LEASING & FINANCIAL CORPORATION  
AND  
SOLTEX POLYMER CORPORATION ("LESSEE")**

1. EFFECT. This Rider and all Schedules, Exhibits and other riders hereto shall be considered an integral part of the Railroad Equipment Lease Agreement dated as of the date hereof ("Lease Agreement") as fully as if they were set forth in full therein. All such documents together with the Lease Agreement are hereinafter collectively referred to as the "Lease".

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

3. REPRESENTATIONS AND WARRANTIES OF LESSEE. By way of addition to those representations and warranties contained in paragraph 10 of the Lease Agreement, Lessee hereby covenants, represents, warrants and confirms to Lessor as follows:

The Units are comprised of cars manufactured as follows:

41 in 1981  
65 in 1980  
28 in 1978  
1 in 1977

and usage will be approximately 5,000 to 6,000   miles per car, per year. loaded 

4. DOCUMENTATION FEE. Lessee has paid to Lessor a documentation fee in the amount of \$23,625.00, which will be applied pro rata per Schedule to the payment of the first monthly Rental payment for the Unit(s) described in such Schedules. If takedown of the Unit(s) does not occur by the date set forth in line G of Supplement No. 1 through no fault of Lessor, the balance of the documentation fee (or the entire documentation fee in the event that no Unit(s) are taken down) shall not be applied against Rentals but shall be held and retained by Lessor as its sole property, shall be non-refundable to Lessee and shall not be applied to subsequent Rentals.

5. ADDITIONAL CONDITIONS PRECEDENT TO LESSOR'S OBLIGATION TO PURCHASE THE UNIT(S). The obligations of Lessor to purchase the Unit(s) and to lease them to Lessee under this Lease are expressly contingent on the satisfaction of the following additional conditions precedent:

(a) Security Deposit Lessee shall deliver to and maintain with Lessor at the sole cost and expense of Lessee, as additional security for the full, prompt, complete, faithful and unconditional performance, payment, observance and fulfillment ("Performance") by Lessee of each and every obligation, duty, covenant, undertaking and condition of the Lease and of the other documents executed by Lessee in connection with the transaction which is the subject of the Lease ("Obligations") an irrevocable letter of credit ("Letter of Credit") in form and substance acceptable to Lessor, issued by a bank ("Bank") approved by Lessor in its sole discretion, which approval shall be required of Banks issuing the initial or subsequent Letters of Credit and payable to Lessor in a sum equal to the Stipulated Loss Value of the Units. Such

if the Letter of Credit is for less than the entire Term and

either be for the entire Term of

Letter of Credit shall: be renewed by Lessee annually throughout the Term; require 30 days prior written notice to Lessor in order to cancel the same; not be subject to amendment or change other than as herein expressly provided without the written consent of Lessor; and provide for payment of funds under the Letter of Credit to Lessor upon presentation by Lessor at the office of Bank of a single sight draft drawn upon Bank accompanied by a statement by Lessor requesting payment thereunder. If Lessor shall receive notice of cancellation of such Letter of Credit or Bank shall fail to provide notice of renewal thereof to Lessor for an additional year at least 30 days prior to the expiration of such Letter of Credit, Lessor shall thereupon have the right to draw upon said Letter of Credit and receive payment thereunder in the full amount thereof and the Letter of Credit shall so provide. Lessor may not present the Letter of Credit for payment except as provided in the preceding sentence or upon the occurrence of an Event of Default. Lessee hereby waives any and all rights it might have to (a) make any allegation that Lessor's claim of an Event of Default is subject to question, (b) seek to enjoin payment pursuant to the Letter of Credit, (c) allege lack of good faith on the part of the issuer of the Letter of Credit.

Notwithstanding the foregoing, and provided, however, that an Event of Default shall not have occurred and be continuing, nor shall there have occurred an event, situation or state of facts which upon notice or the passage of time or both would ripen into an Event of Default, the amount of such Letter of Credit shall be reduced monthly during the Term to expire on a pro rata basis with the decline in Stipulated Loss Value.

(b) Bill of Sale. The due authorization, execution and delivery by Vendor, of a warranty bill of sale for the Unit(s).

(c) Evidence of Ownership. Delivery to Lessor by Vendor of evidence satisfactory to Lessor of ownership of the Unit(s) by Vendor.

(d) Opinion of Counsel to Vendor. The delivery to Lessor by Vendor of a favorable opinion of Vendor's legal counsel to the effect that: (i) upon purchase of the Unit(s) Lessor will own the same free and clear of all liens and encumbrances whatsoever and will have good and marketable title thereto, (ii) the sale of the Unit(s) by Vendor does not constitute a Bulk Sale as that term is understood under the Uniform Commercial Code, ("UCC") and (iii) based upon searches of the ICC, UCC, judgment and tax records, Vendor owns the Unit(s) free and clear of all liens and encumbrances whatsoever.

(e) Appraisal and Inspection. At the sole cost and expense of Lessee, Lessor shall have obtained (i) an appraisal of the Unit(s) from an appraiser of its choice, which shall show an appraised value of not less than \$17,500.00 per Unit and (ii) a satisfactory inspection of a representative sample of the Units by an agent of Lessor.

6. ADJUSTMENT OF RENTALS AND STIPULATED LOSS VALUES. (a) Lessee will pay as rental ("Rental") for use of a Unit a sum of money monthly in an amount equal to Cost thereof multiplied by the applicable percentage ("Rental Factor") determined in accordance with Exhibit B annexed hereto and made a part hereof. On the Acceptance Date of a Unit the Rental Factor which shall be used to calculate each payment of Rental for such Unit during the Term shall be determined by the then current Prime in effect on such date and by selecting the Rental Factor set forth opposite such Prime on Exhibit B. Rentals shall be paid at such times as set forth in the applicable Supplement for the entire Term.

(b) The Stipulated Loss Value percentages set forth on Exhibit A have been calculated based upon a Rental Factor of 1.2553%. If the Prime in effect on the acceptance date of a Unit is not 10.5%, Lessor, in good faith, but in the exercise of its sole and exclusive discretion, shall calculate the Stipulated Loss Value percentages for such Unit in a manner consistent with the calculations made in the preparation of Exhibit A, using the applicable

Rental Factor determined in accordance with paragraph (a) preceding, and Lessor shall attach a copy of such Stipulated Loss Values to the applicable Schedule therefor at which time such Stipulated Loss Values shall be deemed to be a part of this Lease.

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

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

9. FURTHER ASSURANCES. Both Lessor and Lessee agree from time to time through the Term and any renewal term hereof to execute such additional documents and to perform such further acts as may be reasonably requested by the other party in order to carry out and effectuate the purposes and intents of this Lease.

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

SOLTEX POLYMER CORPORATION,  
"LESSEE"

GREYHOUND LEASING & FINANCIAL  
CORPORATION, "LESSOR"

By [Signature]  
Name: M. W. Sadler  
Title: President

By [Signature]  
Vice President  
ATTEST:

By [Signature]  
Name: E. J. Buckingham  
Title: Vice President + secretary

By [Signature]  
Assistant Secretary Attorney

State of Texas )  
County of Harris ) ss.

On this 31<sup>st</sup> day of August, 1983, before me personally appeared M. W. Sadler, to me personally known, who being by me duly sworn, says that he is the President of Soltex Polymer Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

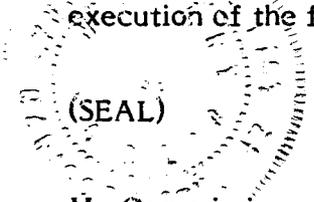
[Signature]  
Anita L. Wiseman

My Commission expires:

4/29/86

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

On this 18th day of August, 1983, before me personally appeared Irving Hymson, to me personally known, who being by me duly sworn, says that he is the Vice President-Law of Greyhound Leasing & Financial Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Lynette J. Elliot*

My Commission expires:

*January 19, 1986*

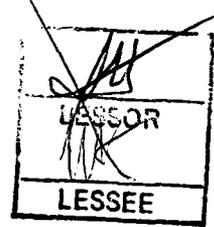


EXHIBIT A  
 SOLTEX POLYMER CORPORATION, LESSEE  
 Stipulated Loss Values  
 Prime Rate equals 10.50%

<u>Month</u>	<u>Percentage of Cost</u>	<u>Month</u>	<u>Percentage of Cost</u>
1	104.15	37	102.88
2	104.33	38	102.62
3	104.49	39	102.35
4	104.65	40	102.07
5	104.79	41	101.77
6	104.92	42	101.46
7	105.03	43	101.14
8	105.14	44	100.81
9	105.23	45	100.46
10	105.31	46	100.11
11	105.38	47	99.74
12	105.43	48	99.36
13	105.48	49	98.96
14	105.51	50	98.56
15	105.53	51	98.14
16	105.54	52	97.71
17	105.53	53	97.27
18	105.51	54	96.82
19	105.48	55	96.35
20	105.44	56	95.87
21	105.39	57	95.38
22	105.32	58	94.88
23	105.25	59	94.36
24	105.16	60	93.84
25	105.05	61	93.30
26	104.94	62	92.75
27	104.81	63	92.18
28	104.68	64	91.61
29	104.52	65	91.02
30	104.36	66	90.42
31	104.19	67	89.81
32	104.00	68	89.18
33	103.80	69	88.55
34	103.59	70	87.90
35	103.37	71	87.24
36	103.13	72	86.57

## Soltex Polymer Corporation

Page 2

Prime Rate 10.50%

<u>Month</u>	<u>Percentage of Cost</u>	<u>Month</u>	<u>Percentage of Cost</u>
73	85.88	109	53.15
74	85.18	110	52.01
75	84.48	111	50.87
76	83.75	112	49.71
77	83.02	113	48.54
78	82.28	114	47.36
79	81.52	115	46.16
80	80.75	116	44.95
81	79.97	117	43.73
82	79.17	118	42.50
83	78.37	119	41.26
84	77.55	120	40.00
85	76.72		
86	75.88		
87	75.02		
88	74.15		
89	73.27		
90	72.38		
91	71.48		
92	70.56		
93	69.64		
94	68.70		
95	67.75		
96	66.78		
97	65.81		
98	64.82		
99	63.82		
100	62.80		
101	61.78		
102	60.74		
103	59.69		
104	58.63		
105	57.56		
106	56.47		
107	55.38		
108	54.27		

## EXHIBIT B

SOLTEX POLYMER CORP.



PRIME RATE ON  
ACCEPTANCE DATE\*

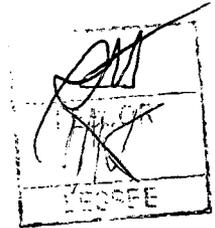
RENTAL FACTOR  
PERCENTAGE

12.50	1.3085
12.25	1.3018
12.00	1.2951
11.75	1.2884
11.50	1.2818
11.25	1.2751
11.00	1.2685
10.75	1.2619
10.50	1.2553
10.25	1.2487
10.00	1.2422
9.75	1.2356
9.50	1.2291
9.25	1.2226
9.00	1.2161
8.75	1.2097
8.50	1.2033

BASE PRIME RATE = 10.50%  
BASE RENTAL FACTOR = 1.2553%

\*IN THE EVENT THAT THE PRIME RATE ON THE ACCEPTANCE DATE IS OTHER THAN AS SET FORTH ABOVE, THEN THE APPLICABLE RENTAL FACTOR SHALL BE DETERMINED BY LESSOR ON A BASIS CONSISTENT WITH THAT EMPLOYED IN PREPARING THE FOREGOING SCHEDULE.

EXHIBIT C  
TO RAILROAD EQUIPMENT LEASE AGREEMENT  
SOLTEX POLYMER CORPORATION, "LESSEE"



135 Used ACF built 5,250 cubic foot, 100 ton dry flow bottom dump  
railroad covered hopper cars equipped with:

~~Handwritten scribbles~~  
#5131  
OK

- Capon #701 lining
- ACF Ride Control Suspension
- Four compartments with four pneumatic outlets
- #5135 four inch vacuum discharges
- ACF center-flow car truck scrubbers
- Westinghouse brakes
- Cardwell Westinghouse draft gears

bearing reporting marks ELTX300 - ELTX434

Year of manufacture:

1 car	1977
28 cars	1978
65 cars	1980
41 cars	1981