

REMOVE

12279-A

REGISTRATION NO. 1425

# C. I. T. LEASING CORPORATION

12279

REGISTRATION NO. 1425

OCT 7 - 1980 - 11 40 AM

Machinery and Equipment Leasing

1101 WALNUT STREET, KANSAS CITY, MO 64106

OCT 7 - 1980 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate  
Commerce Commission  
12th & Constitution N.W.  
Washington, D.C. 20423

CERTIFIED MAIL - RETURN  
RECEIPT REQUESTED

Attention: Mildred Lee  
Room 2303

No. 281A023  
Date OCT 7 1980  
Fee \$ 100.00  
ICC Washington, D. C.

RE: Recordation of Master Lease

To the Secretary of the  
Interstate Commerce Commission:

Enclosed herewith for recording with the Commission is the original and two verified copies of a Master Lease dated as of September 15, 1980 between C.I.T. Leasing Corporation, having a place of business at 1101 Walnut, Suite 1502, Kansas City, Missouri 64106, Lessor, and Herzog Contracting Corp., having a place of business at 1900 Garfield, St. Joseph, Missouri 64503, Lessee. Also enclosed is a check in the amount of \$50.00 in payment of the filing fee for the enclosed document.

The equipment covered by said Master Lease which could constitute rolling stock is as follows:

- (a) 1-1975 Pettibone 441 Speedswing Crane serial no. 2008,
- (b) 1-Joy 185QP Rail Carriage Mounted Compressor serial no. 167125 (Carriage powered by John Deere Diesel serial no. 539280T),
- (c) 1-Camron Mark II Torsion Beam Switch Tamper serial no. 1087260, and
- (d) 2-Modern Track Tie Borers, Model PT8 serial nos. 4593 and 4577.

Please return the original Master Lease as follows:

RECEIVED  
OCT 7 11 39 AM '80  
I.C.C.  
FEE OPERATION BR.

C. I. T. LEASING CORPORATION

*Machinery and Equipment Leasing*

1101 WALNUT STREET, KANSAS CITY, MO. 64106

C.I.T. Leasing Corporation  
1101 Walnut, Suite 1502  
Kansas City, Missouri 64106

Attention: Mr. Joel Carlson

We thank you for your assistance in these matters.

C. I. T. LEASING CORPORATION

  
[Executive Officer - specify]

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

10/8/80

OFFICE OF THE SECRETARY

**C.I.T. Leasing Corporation**  
**1101 Walnut, Suite 1502**  
**Kansas City, Missouri 64106**  
**Attn. Joel Carlson**

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 **10/7/80** at **11:40am**, and assigned re-  
recording number(s). **12279 & 12279-A**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)



**MASTER LEASE** OCT 7 - 1980 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF LEASE dated as of September 15, 19 80, between C.I.T. LEASING CORPORATION,

a Delaware corporation, having a place of business at 1101 Walnut #1502, Kansas City, MO 64106, ("Lessor"),  
(Division Office Address)

and Herzog Contracting Corp. ("Lessee"),

having a place of business at 1900 Garfield, St. Joseph, Missouri  
(Street Address, City & State)

Lessee wants from time to time to lease from Lessor personal property to be described in one or more schedules of leased equipment ("Schedule"). Lessor is willing to lease such personal property to Lessee at the rent, for the term and upon the conditions provided hereinafter. Any present and future Schedule executed by Lessor and Lessee which is identified as being a part of this lease, shall be deemed to incorporate by reference all the terms and conditions of this lease except as provided in any such Schedule.

**1. EQUIPMENT LEASED AND TERM:** This lease shall cover such personal property as is described in any Schedule executed by or pursuant to the authority of Lessee, accepted by Lessor in writing and identified as a part of this lease (which personal property with all replacement parts, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto is hereinafter called the "equipment"). Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor, upon and subject to the covenants and conditions hereinafter contained, the equipment described in any Schedule. Notwithstanding the commencement date of the term of this lease with respect to any item of equipment, Lessee agrees that all risk of loss of the equipment shall be on Lessee from and after shipment of the equipment to Lessee by the seller thereof, F.O.B. seller's point of shipment, the date of such shipment being hereinafter called "date of shipment." The term of this lease with respect to any item of equipment shall be for the period as set forth in the Schedule. Lessee hereby gives Lessor authority to insert the actual commencement date and date of first monthly rental for any item of equipment in any Schedule as well as such items as serial numbers if such are not already inserted when such Schedule is executed by Lessee. "Seller" as used in this lease means the supplier from which Lessor acquires any item of equipment.

**2. RENT:** The aggregate rent payable with respect to each item of equipment shall be in the amount shown with respect to such item on the Schedule. Lessee shall pay to Lessor the aggregate rental for each item of equipment for the full period and term for which the equipment is leased, such rental to be payable at such times and in such amounts for each item of equipment as shown in the applicable Schedule.

All rent shall be paid at Lessor's place of business shown above, or such other place as Lessor may designate by written notice to the Lessee. All rents shall be paid without notice or demand and without abatement, deduction or set-off of any amount whatsoever. The operation and use of the equipment shall be at the risk of Lessee and not of Lessor and the obligation of Lessee to pay rent hereunder shall be unconditional.

**3. DESTRUCTION OF EQUIPMENT:** If any equipment is totally destroyed, the liability of the Lessee to pay rent therefor may be discharged by paying to Lessor all the rent due thereon, plus all the rent to become due thereon less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage.

In the event of partial destruction of any equipment, the rent due and to become due thereon shall not abate and Lessee shall, at its own expense, cause such equipment to be restored to usable condition, but Lessor shall, upon receiving satisfactory evidence of such restoration, promptly pay Lessee the proceeds of any insurance or compensation received by reason of such damage. If the estimated cost of restoring such equipment exceeds 50% of the unmatured rent therefor, such equipment shall, on notice by Lessee, be deemed, for all purposes hereof, to be totally destroyed and the liability of Lessee to pay rent therefor shall be discharged if Lessee pays the rent described in the preceding paragraph of this Section.

Lessor shall not be obligated to undertake by litigation or otherwise the collection of any claim against any person for loss or damage to the equipment.

Except as expressly provided above, the total or partial destruction of any equipment or the total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the rent herein provided.

**4. NO WARRANTIES BY LESSOR; MAINTENANCE; COMPLIANCE WITH LAWS AND INSURANCE:** Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED

**"AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE,** Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages. Lessor shall have no obligation to install, erect, test, adjust or service the equipment. Lessee shall look to the manufacturer and/or Seller for any claims related to the equipment. Lessor hereby acknowledges that any manufacturer's and/or Seller's warranties are for the benefit of both Lessor and Lessee.

No oral agreement, guaranty, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto and/or to the equipment are integrated herein, and no modification hereof shall be binding unless in writing signed by Lessor. Lessee agrees, at its own cost and expense, (a) to pay all shipping charges and other expenses incurred in connection with the shipment of the equipment by the Seller to Lessee; (b) to pay all charges and expenses in connection with the operation of each item of equipment; (c) to comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment; (d) to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Lessor, protecting Lessor's interest as it may appear, delivering to Lessor evidence of such insurance coverage, all insurance policies shall provide that no cancellation thereof shall be effective without 30 days' prior written notice to Lessor; and (e) to make all repairs and replacements required to be made to maintain the equipment in good condition, reasonable wear and tear excepted.

**5. TAXES:** Lessee agrees that, during the term of this lease, in addition to the rent and all other amounts provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges (including penalties and interest, if any, and fees for titling or registration, if required) levied or assessed: (a) upon the interest of Lessee in the equipment or upon the use or operation thereof or on the earnings arising therefrom; and (b) against Lessor on account of its acquisition or ownership of the equipment or any part thereof, or the use or operation thereof or the leasing thereof to Lessee, or the rent herein provided for, or the earnings arising therefrom, exclusive, however, of any taxes based on net income of Lessor. Lessee agrees to file, in behalf of Lessor, all required tax returns and reports concerning the equipment with all appropriate governmental agencies, and within not more than 45 days after the due date of such filing to send Lessor confirmation, in form satisfactory to Lessor, of such filing.

**6. LESSOR'S TITLE, RIGHT OF INSPECTION AND IDENTIFICATION OF EQUIPMENT:** Title to the equipment shall at all times remain in Lessor and Lessee will at all times protect and defend, at its own cost and expense, the title of Lessor from and against all claims, liens and legal processes of creditors of Lessee and keep all the equipment free and clear from all such claims, liens and processes. The equipment is and shall remain personal property. Upon the expiration or termination of this lease with respect to any item of equipment: (i) Lessee at Lessee's sole expense shall return such equipment unencumbered to Lessor at the place where the rent is payable or to such other place as Lessor and Lessee agree upon, and in the same condition as when received by Lessee, reasonable wear and tear resulting from use thereof alone excepted, or (ii) in lieu of returning such equipment to Lessor, Lessee agrees that Lessee will, upon request of Lessor, store such equipment on Lessee's premises, at an inside location protected from the weather and elements, without charge to Lessor for a period of 180 days following the date of expiration or termination of this lease. During such storage period Lessee shall not use the equipment for any purpose. Upon expiration of such storage period Lessee will return such equipment to Lessor in accordance with the provisions of (i) above. Lessor shall have the right from time to time during reasonable business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition and the proper maintenance of the equipment and during any period of storage Lessor shall also have the right to demonstrate and show the equipment to others. The foregoing rights of entry are subject to any applicable governmental laws, regulations and rules concerning industrial security. Lessee shall, upon the request of Lessor, and at its own expense firmly affix to the equipment, in a conspicuous place, such a decalcomania or metal plate as shall be supplied by Lessor showing C.I.T. Leasing Corporation as the owner and Lessor of such equipment.

**7. POSSESSION, USE AND CHANGES IN LOCATION OF EQUIPMENT:** So long as Lessee shall not be in default under the lease it shall be entitled to the possession and use of the equipment in accordance with the terms of this lease. The equipment shall be used in the conduct of the lawful business of Lessee, and no item of equipment shall be removed from its location shown on the Schedule, without the prior written consent of Lessor. Lessee shall not, without Lessor's prior written consent, part with possession or control of the equipment or attempt or purport to sell, pledge, mortgage or otherwise encumber any of the equipment or otherwise dispose of or encumber any interest under this lease.

**8. PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR:** In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of Sections 4, 5 and 6 of this lease, Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Lessor in such performance, together with interest at the rate of 1½% per month thereon (if not prohibited by law, otherwise at the highest lawful contract rate) until paid by Lessee to Lessor, shall be payable by Lessee upon demand as additional rent for the equipment.

**9. DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay when due any instalment of rent and such failure continues for a period of 10 days, (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days after written notice thereof to Lessee by Lessor, (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dis-

olution or liquidation, (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated, or (v) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereof.

Upon the occurrence of an event of default, Lessor shall have all the rights and remedies provided by applicable law and by this lease. Notwithstanding that this agreement is a lease and title to the equipment is at all times in Lessor, Lessor may nevertheless at its option choose those rights and remedies of a secured party under the Uniform Commercial Code. In addition, Lessor, at its option, may: (a) declare all unpaid rentals and other sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or in equity to enforce performance by Lessee of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the equipment forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) without notice or liability or legal process, enter by itself and/or its agents into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the equipment may be or by Lessor is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the equipment and all claims for injuries suffered through or loss caused by such repossession.

Notwithstanding recovery of the equipment by Lessor, Lessor shall, nevertheless, also be entitled to recover immediately as liquidated damages for loss of the bargain and not as a penalty any unpaid rent that accrued on or before the occurrence of the event of default plus an amount equal to the difference between the present value, as of the date of the occurrence of such event of default, of the aggregate rent reserved hereunder for the unexpired term of this lease and the then present value of the aggregate rental value of all equipment for such unexpired term which the Lessor reasonably estimates to be obtainable for the use of all of the equipment during such unexpired term. If any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the equipment or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees.

No remedy of Lessor hereunder shall be exclusive of any remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy.

**10. INDEMNITY:** Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall indemnify and save Lessor harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from or caused directly or indirectly by (a) Lessee's failure to promptly perform any of its obligations under the provisions of Sections 4, 5 and 6 of this lease or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the equipment or its location or condition, or (c) inadequacy of the equipment, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing 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; and shall, at its own cost and expense, defend any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or actions, provided, however, that Lessor shall give Lessee written notice of any such claim or demand. Lessee agrees that its obligations under this Section 10 shall survive the expiration or termination of this lease.

**11. ASSIGNMENT, NOTICES AND WAIVERS:** This lease and all rights of Lessor hereunder shall be assignable by Lessor without Lessee's consent, but Lessee shall not be obligated to any assignee of Lessor except after written notice of such assignment from Lessor. Without the prior written consent of Lessor, Lessee shall not assign this lease or its interests hereunder or enter into any sub-lease with respect to the equipment covered hereby, it being agreed Lessor will not unreasonably withhold its consent to a sub-lease of the equipment. All notices relating hereto shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed registered to Lessor or Lessee at its respective address above shown or at any later address last known to the sender. A waiver of a default shall not be a waiver of any other or a subsequent default.

**12. FURTHER ASSURANCES:** Lessee shall execute and deliver to Lessor, upon Lessor's request such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this lease and Lessor's rights hereunder. If Lessor in good faith believes itself insecure or performance impaired, it may call a default hereunder or, instead of calling a default, Lessor may demand, and Lessee hereby agrees to give, additional equipment or other collateral as security for the obligations hereunder.

**13. LEASE IRREVOCABILITY:** This lease is irrevocable for the full terms thereof as set forth in any Schedule and for the aggregate rentals therein reserved and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by the Lessor or for any other reason, and delinquent instalments of rent shall bear interest at 1½% per month if not prohibited by law, otherwise at the highest lawful contract rate.

**14. PURCHASE OPTION:** If any Schedule has a purchase option price set forth therein with respect to the items of equipment listed on such

Schedule, then at the expiration of the original lease term in such Schedule with respect to such items of equipment, if Lessee has paid in full all rentals owing under such Schedule, and be not then in default under this lease (including all obligations under any Schedule), Lessee shall have the option to purchase all, but not less than all, the items of equipment in the applicable Schedule upon giving written notice not less than 30 days prior to expiration of the original term thereof. The purchase price shall be as set forth in the applicable Schedule and shall be payable upon expiration of the original lease term. If any Schedule does not contain a purchase option price, then Lessee shall not have an option to purchase any equipment on such Schedule.

Any purchase option price stated as "fair market value" ("FMV") for any item of equipment on a Schedule shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing buyer-user (other than a Lessee currently in possession and a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal of the items of equipment from their location of current use shall not be a deduction from such value.

15. RENEWAL: Any renewal privilege shown on any Schedule with respect to any item of equipment shall be exercised by Lessee giving Lessor a notice in writing and paying Lessor the amount of the renewal rental plus applicable taxes, at least 45 days prior to the commencement of the renewal term of the lease with respect to such item of equipment. Upon such notification and payment, this lease shall be renewed for the stated renewal period at the stated renewal rental with the other provisions and conditions of the lease continuing unchanged.

If Lessee is a corporation, this Lease is executed by authority of its Board of Directors. If Lessee is a partnership or joint venture, this lease is executed by authority of all its partners or co-venturers.

C.I.T. LEASING CORPORATION (Lessor)

.....~~Herzog Contracting Corp.~~..... (Lessee)  
(Name of Individual, Corporation or Partnership)

By  V.P.  
(Authorized Representative)

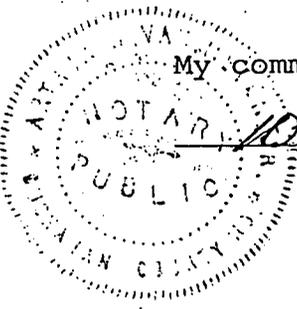
By  Title   
(If Corporation, have signed by President, Vice-President or Treasurer and give official title. If Owner or Partner, state which.)

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF BUCHANAN )

On this 15 day of SEPTEMBER in the year 1980, before me, ARTHUR W. VAN METER, a Notary Public in and for said state, personally appeared WILLIAM R. HERZOG, Vice President, Herzog Contracting Corp., known to me to be the person who executed the within Master Lease in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Arthur W. Van Meter  
Notary Public in and for  
said County and State



My commission expires:

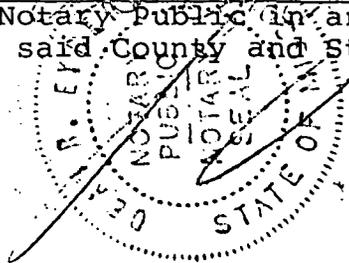
10-20-80

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 15<sup>TH</sup> day of SEPTEMBER in the year 1980, before me, D R EYBERG, a Notary Public in and for said state, personally appeared R. P. KRZNICH, VICE PRESIDENT, C.I.T. Leasing Corporation, known to me to be the person who executed the within Master Lease in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

D R Eyberg  
Notary Public in and for  
said County and State



My commission expires:

DEAN R. EYBERG  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires October 23, 1983

C. I. T. LEASING CORPORATION

*Machinery and Equipment Leasing*

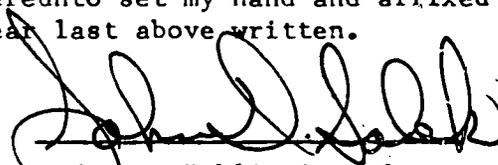
1101 WALNUT STREET, KANSAS CITY, MO. 64106

FORM OF VERIFICATION

STATE OF MISSOURI    )  
                                  )  SS.  
COUNTY OF JACKSON   )

On this 1<sup>ST</sup> day of OCTOBER, in the year 1980,  
the undersigned, a Notary Public in and for said state,  
examined a fully executed and acknowledged Master Lease dated  
September 15, 1980, between C.I.T. Leasing Corporation and  
Herzog Contracting Corp. and has compared the foregoing  
counterpart with the original of said Master Lease and certifies  
that said counterpart is a true and correct copy of said  
Master Lease in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal on the day and year last above written.



Notary Public in and  
for said County and State

My commission expires:  
JOHN D. SALEK

Notary Public - State of Missouri

Commissioned in Jackson County

My Commission Expires October 15, 1983

**SCHEDULE OF LEASED EQUIPMENT**

A part of Master Lease between C.I.T. Leasing Corporation and Herzog Contracting Corp., dated September 15, 1980  
(Name of Lessee) (Date of Master Lease)

The equipment listed on this Schedule will be located at Midwest Midwest Texas  
(Address) (City) (County) (State)

**ITEM 3 ONLY IS LOCATED AT**

**Decker, Big Horn County, Montana**

Item No.	Description of Equipment	Aggregate Rental	Monthly Rental	Date Lease Term Commences	Date of First Monthly Rental	Renewals (No. of Years and Amount per Year)	Purchase Option Price
1	1 - 1975 Pettibone 441 speedswing crane s/n <u>2008</u>	\$340,185.15	\$7559.67	same as signing date	<u>25</u> October, 1980	N/A	\$1.00
2	1 - Joy 185QP Rail Carriage mounted compressor s/n 167125, Carriage powered by John Deere Diesel s/n 539280T.						
3	1 - Camron Mark II Torsion Beam Switch tamper s/n 1087260.						
4	1 - Racine Anchor Fast Anchor applicator s/n <u>AF706</u> with Detroit Diesel.						
5	2 - Modern track tie borers, Model PT8 s/n's 4593 and 4577.						
6	1 - Racor DD4 Dual Spiker with positioner s/n <u>5153</u>						
All of the above complete with all accessories and attachments.							

LEASE TERM: The term of this lease for the items described in this Schedule shall be 60 months.

RENTALS: For said term or any portion thereof, Lessee shall pay to Lessor the stated aggregate rentals, of which \$22,679.00 is herewith paid in advance and the balance of the rentals is payable in 15 equal, successive, monthly payments as stated, of which the first is due on the first monthly rental date set forth above, and the others on a like date of each month thereafter, until fully paid.

Ⓢ Except skipping the months of January, February and March of the years 1981, thru 1985. WJD initial  
 Accepted:

Executed on September 15, 1980

C.I.T. LEASING CORPORATION

Herzog Contracting Corp. (Lessee)

By [Signature]

Authorized Representative

By [Signature]

Title CP