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March 30, 1988

RECORDATION NO. _____ Filed 1425

MAR 30 1988-9 42 AM

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Date MAR 30 1988

Fee \$ 13.00

ICC Washington, D.C.

Ms. Mildred Lee INTERSTATE COMMERCE COMMISSION
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

MOTOR VEHICLE UNIT
MAR 30 9 42 AM '88
100 OFFICE OF THE SECRETARY

Dear Ms. Lee:

Enclosed is one original and one counterpart of a Railcar Operating Lease Agreement dated January 27, 1988, between the following parties:

Lessor: Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Lessee: TECO Transport & Trade Corporation
One Corporate Oaks, Suite 300
5405 West Cypress Street
Tampa, FL 33607

The equipment involved in this agreement is as follows:

- Equipment: 30, 3433 cf 100-ton Open-top Hoppers
HLMX (to be supplied)
- 35, 3570 cf 100-ton Open-top Hoppers
HLMX (to be supplied)

The filing fee of \$13 is enclosed. Please file this document with your records. Thank you.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Courtesy Mary Ann Oster

Interstate Commerce Commission

Washington, D.C. 20423

3/30/88

OFFICE OF THE SECRETARY

Mary Ann Oster
Oster Researching Services
12897 Colonial Drive
Mt. Airy, MD. 21771

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 3/30/87 at 9:45am, and assigned recordation number(s) 15549

Sincerely yours,

Nerita R. McGee

Secretary

Enclosure(s)

MAR 30 1988-9 42 AM

RAILCAR OPERATING LEASE AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of this 27th day of January, 1988, by and between Helm Financial Corporation, a California corporation, hereinafter called "Lessor", and TECO Transport & Trade Corporation, a Delaware Corporation, hereinafter called "Lessee".

1. Equipment and Lease Charges: Lessor agrees to furnish to the Lessee, and the Lessee agrees to accept and use, upon the terms and conditions herein set forth, the following described railcars (hereafter "Cars"), for the use of each of which the Lessee agrees to pay Lessor the following lease charges (hereafter "Lease Charges"):

<u>Number of Cars</u>	<u>Description</u>	<u>Lease Charges</u>
30	3,433 cubic foot, 100 ton capacity open top hopper railcars, built in 1978, marked and numbered HLMX (to be supplied)	Monthly lease rate per Car is _____
35	3,570 cubic foot, 100 ton capacity open top hopper railcars, built in 1978, marked and numbered HLMX (to be supplied)	Monthly lease rate per Car is _____

Lease Charges shall become effective, with regard to each of the Cars, upon the date of the delivery and acceptance of each as hereafter provided in Article 2, and shall continue in effect, with regard to each of the Cars, until returned to Lessor at the end of the term of this Agreement, as hereafter provided in Article 5. Lessor will invoice Lessee for Lease Charges; including any additional lease charges, and payment of Lease Charges, including any additional lease charges, shall be made to Lessor at the address specified in Article 16, or to such other place as Lessor may direct, on the fifteenth day of each month, in arrears, with the first month's payment due on the fifteenth day of the month following the month the last Car is delivered as provided in Article 2 below. Lease Charges for any Car for any partial month shall be prorated on a daily basis. Lessee shall pay to Lessor as additional lease charges _____ per Car for each mile a Car travels in excess of forty thousand (40,000) miles on an annualized basis, mileage to be based on CSX Transportation's Monthly Private Mileage Summary Reports and copies of the reports will be sent to Lessee on a monthly basis. Additional mileage lease charges will

commence during the month that a Car travels the first mile in excess of forty thousand (40,000) miles. Any costs incurred by Lessor in collecting Lease Charges wrongfully withheld by Lessee, including reasonable attorney fees, will be paid by Lessee.

Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off, counterclaim, recoupment or defense whatsoever, including, but not limited to, abatements, reductions, set-offs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided in Articles 4, 6, and 9 below and except when Cars are improperly repaired by the Lessor; nor shall this Agreement terminate or the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of any Car or damage to or loss of possession or loss of use or destruction of all or any of such Cars from whatever cause and of whatever duration, except as otherwise provided in Articles 4 and 6 below, or the prohibition of or other restriction against Lessee's use of all or any such Cars, or the interference with such use by any person or entity or the invalidity or unenforceability or lack of due authorization of this Agreement or any insolvency of or the bankruptcy, reorganization or similar proceeding against Lessee.

Lessor covenants and warrants that it is the Owner of the Cars and that so long as Lessee is not in default hereunder, Lessee shall have and enjoy an unconditional right quietly to enjoy and use all Cars free from any disturbance or interruption of possession arising as a result of any action or inaction, failure of title, or conduct of or by Lessor, or any insolvency of or the bankruptcy, reorganization or similar proceeding against Lessor, or of or by any assignee of its rights hereunder, and Lessor agrees to indemnify, hold harmless and defend Lessee from any claims for damages, including reasonable attorney's fees, arising out of any of the aforesaid conditions of this paragraph.

2. Delivery of Cars: Each Car will be deemed to be delivered to Lessee when interchanged to CSX Transportation, at Corbin, Kentucky. If cars are not delivered to Lessee within sixty (60) days from the execution of this Agreement, Lessee may terminate this Agreement at its option. Lessor shall not be responsible for failure to deliver or delay in delivering any Car due to casualties, repair and any contingency beyond its control, including, but not limited to labor disputes, defaults and delays of carriers, and defaults and delays of the Lessee or any persons directing or controlling the Lessee. At the time of delivery and after expiration of the lease and redelivery of cars, representatives of the Lessor and the Lessee will perform

and execute joint inspection reports covering the condition of the leased Cars. At the time of delivery, execution of the Certificate of Acceptance following inspection of the Cars shall constitute acceptance and the Cars shall be deemed delivered and accepted.

3. Warranties and Representation: LESSOR WARRANTS THAT LESSOR IS THE LAWFUL OWNER OF THE CARS AND HAS GOOD AND MARKETABLE TITLE TO THE CARS, AND THAT CARS ARE LESS THAN 20 YEARS OLD AND TO LESSOR'S KNOWLEDGE HAVE NO BASIC STRUCTURAL WEAKNESS OR DAMAGE THAT WOULD CAUSE AN UNSAFE OPERATING CONDITION AND CURRENTLY MEET ALL AAR INTERCHANGE REQUIREMENTS, AND THAT LESSOR WILL MAINTAIN THE CARS IN GOOD CONDITION AND REPAIR IN CONFORMITY WITH ALL APPLICABLE LAWS AND REGULATIONS INCLUDING AAR CODE OF RULES AND FRA RAILROAD FREIGHT CAR SAFETY STANDARDS. OTHERWISE, EXCEPT FOR THE AFORESAID, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY MANUFACTURER'S DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CARS, EXCEPT WHERE DAMAGE OR LIABILITY RESULTS FROM LESSOR'S NEGLIGENT REPAIR OF CARS. Lessor hereby assigns to Lessee for the term of this Lease the benefit of all warranties and indemnities of the manufacturer, reconitioner, repairer or maintainer of the Cars.

4. Responsibility for Damage or Destruction of Cars: If any of the Cars are lost, destroyed, or damaged beyond economic repair in the opinion of Lessee (except when the Car is in the possession of Lessor), Lessee agrees to pay Lessor the settlement value of the Car computed under Rule 107 of the Interchange Rules adopted by the Association of American Railroads (hereafter "A.A.R. Code of Rules") within 30 days of such occurrence. Lease Charges with respect to any Car shall abate upon the date Lessor is advised that such Car has been lost, destroyed, or damaged beyond economic repair.

Upon payment by Lessee to Lessor of the settlement value of any Car as hereinabove provided, so long as Lessee is not in default hereunder, such Car and/or devices shall become the property of the Lessee. In order to facilitate the sale or other disposition of any Car which becomes Lessee's property as hereinbefore provided, Lessor shall, upon request of Lessee, execute and deliver to Lessee or to Lessee's vendee, assignee or nominee, a bill of sale for such Car, warranting title free and clear of all liens, security interests, and other encumbrances

(except such as may have arisen by, through or under Lessee during the term of this Agreement) and such other documents as may be required to release such Car from the terms and scope of this Agreement and from any other lien or encumbrance of Lessor's making, undertaking or sufferance, in such forms as may be reasonably required by the Lessee.

5. Return of Cars: The Lessee agrees, immediately upon the expiration or termination of this Agreement without demand by Lessor, to return each of the Cars to Lessor uncontaminated and in the same condition as received, less reasonable wear and tear, and free of liens arising by, through or under Lessee, to an interchange point on CSX Transportation agreeable to both parties, and to pay rent on each Car until such return. Rent for each Car shall cease when each such car is returned in the above condition to the point referenced above, or are placed in storage at the request of Lessor as stipulated below.

6. Maintenance: (a) Lessor agrees to maintain at its own expense each of the Cars in good condition and repair, in conformity with all applicable laws and regulations including the A.A.R. Code of Rules and FRA Railroad Freight Car Safety Standards except for the following:

(i) Repairs or maintenance required as a result of damage caused by the Lessee, its agents, representatives, customers or independent contractors or any third party as prescribed in Rule 95, Section A of the Field Manual of AAR Interchange Rules; or

(ii) Repairs or maintenance required because of damage caused to the Cars by any corrosive or abrasive substance loaded therein or used in connection therewith; or

(iii) Repairs or maintenance required because of damage caused by open flames, vibrators, sledges or other similar devices during loading or unloading operations; or

(iv) Repairs or maintenance required because of excessive or unbalanced loading.

(b) Lessee will make the Cars available to Lessor or its contractors at any facility specified by Lessor at any reasonable time on request for the purpose of maintenance inspection and to ensure regular maintenance or repairs. Rent shall abate for any Car requiring repairs or inspection that are Lessor's responsibility after 72 hours of the date the Car is delivered to the repair or inspection facility designated by Lessor; rent shall resume as of the date that such Car is returned to the CSX Rail System in serviceable condition.

(c) In the case of damage caused to any of the Cars which is the responsibility under AAR Rules of a railroad and not repaired by such railroad, Lessor will perform the necessary repairs and will prepare and submit such documents as are necessary to recover the cost of such repair in accordance with AAR Rules and will perform all necessary administrative tasks in connection with such counterbilling. Lessor will be solely entitled to any sum so recovered.

(d) Lessee will, at Lessor's request, take such reasonable action as Lessor may specify to modify operating conditions within Lessee's control which in Lessor's reasonable opinion are causing undue and avoidable wear or damage to the Cars.

(e) Neither party to this Agreement will alter materially the physical structure or allow any third party to alter materially the physical structure of any of the Cars without the other party's written consent.

(f) Lessor reserves the right to retire any car that in its sole opinion it deems uneconomical to repair. Lessee's obligation to pay rent shall abate for any Car retired by Lessor as of the date on which it is retired or when such Car is delivered to Lessor's repair or inspection facility, whichever occurs first. Lessor will use its best efforts, subject to equipment availability and economic feasibility, to replace such Car.

7. Freight and Other Charges: Lessor shall not be obligated for the payment of any switching, freight, or other charges incurred by the movement or the holding of the Cars, either loaded or empty, during the term of this Agreement, all of which, if incurred by Lessee's action, will be paid by Lessee. Lessor shall have no right or claim to any per diem, demurrage or other Car hire charges arising out of the use of the Cars and all such charges, as applicable, shall belong and be payable to Lessee.

8. Lettering of Cars: Lessor will supply reporting marks for the Cars in accordance with the A.A.R. Code of Rules as indicated in Exhibit A. Lessee agrees to keep and maintain on the sides of each Car in letters not less than one-half inch in height the words "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION".

9. Responsibility for Taxes: Lessee agrees to pay any personal property taxes associated with the Cars as the Cars are utilized by Lessee in the carriage of cargos in intrastate service within the state of Kentucky. Lessee also agrees to assume responsibility for, and to pay, all other taxes, costs, fines and assessments of every kind upon the Cars, and to file all reports relating thereto; provided, however, that Lessee

shall not be responsible for federal or state taxes based upon the income of Lessor.

10. Responsibility for Lading: Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the cars, however such loss or damage shall be caused, or shall result, except if caused by Lessor's negligence. The Lessee agrees to assume responsibility for, and to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim therefor.

11. Indemnification: To the extent that it has physical possession and can control use of the cars, each party hereto agrees to indemnify and save the other party harmless from any and all claims, demands, causes of action, cost, and expenses, including attorney fees, arising directly or indirectly out of the use, custody, control, or operation of the Cars, whether in contract, tort, or otherwise, except in the case where a claim, demand, cause of action, cost and expense is caused by a person authorized by Lessor performing regular maintenance or repair of the Cars pursuant to Section 6, in which case Lessor agrees to make no claim against Lessee and Lessor further agrees to indemnify, hold harmless and defend Lessee from any claim from third parties arising out of any maintenance or repair of the Cars pursuant to Section 6. In any personal injury action(s) arising from the operation of said Cars naming the other party as a defendant, each party agrees, except for losses caused by the acts or omissions of the other party, if the other party so requests, to undertake the defense and costs associated therewith immediately upon tender of said defense, including payment of any judgment directed against the other party jointly or severally. Each party also agrees to pay and indemnify the other party from any and all penalties, fines and levies arising from its operation of said Cars under this Agreement. Each party's obligations hereunder shall survive the termination of this Agreement.

12. Force Majeure: Neither party to this Lease shall be liable for nonperformance or delay in performance hereunder to the extent caused by unforeseen acts of God, government restraint, acts of the public enemy, civil commotion, strikes, nuclear or other disasters, labor disputes, labor or Material shortage, fire, explosion, flood or breakdown of or damage to plant, equipment or facilities (any of such events herein called "Force Majeure"). If affected by Force Majeure, the party so affected will give notice to the other party as promptly as practicable, but no later than five (5) business days, of the nature and expected duration of such Force Majeure. If, because of Force Majeure, either party hereto is prevented from carrying out any of its obligations under this Lease, then the obligations of such party shall be suspended to the extent made necessary by such Force Majeure. The party affected shall exercise all reasonable efforts to eliminate the effect of such

Force Majeure as promptly as possible. If the effect of such Force Majeure cannot be eliminated within sixty (60) days, then either party shall have the right to terminate this Agreement.

13. Assignment: Lessee, its parent or subsidiary companies shall be entitled to the possession and use of the Cars in accordance with the terms of this Agreement. Except as herein provided, neither Lessor nor Lessee will assign, transfer, encumber or otherwise dispose of this lease, the Cars or any part thereof, or sublet any car without the prior written consent of the other party. Lessee will not permit or suffer any encumbrances or liens to be entered or levied upon any Car, other than such as may arise by, through, or under Lessor or any assignee of Lessor's rights hereunder.

Lessee acknowledges and understands that Lessor may assign its interest under this Agreement and in and to the Cars to a bank or other lending institution as security for one or more loans and will provide Lessee with written notice of such action. Lessee agrees, in the event of any such assignment and upon notice thereof from Lessor, and only in the event of such assignment to one or more such assignees: (i) to recognize such assignment; (ii) to make all payments of Lease Charges and other amounts due under the Agreement as so assigned directly to the assignee identified in such notice or to its designee; (iii) to accept the directions or demands of such assignee in place of those of the Lessor; (iv) to surrender the Cars to such assignee upon termination of this Agreement; (v) that, in the event of such assignment and except as otherwise provided in Articles 4, 5, 6, or 9, Lessee's obligations hereunder with respect to payment of Lease Charges shall not be subject to any reduction, abatement, defense, set-off, counterclaim or recoupment for any reason whatsoever; (vi) except as otherwise provided in Articles 2, 4 (with respect to any Car which becomes Lessee's property), 5, 6, and Article 14, not to terminate this Agreement; provided, however, nothing contained in this Article 12 shall relieve Lessor from its obligations to Lessee hereunder, nor shall any assignee hereof be relieved of the obligation to release its interest in any Car to facilitate Lessor's obligations contained in the second paragraph of Article 4 hereof.

14. Remedies: If the Lessee after five business days notice shall fail to carry out and perform any of the obligations on its part to be performed under this Agreement, or if a petition, in bankruptcy, for reorganization, for a Trustee, or for a Receiver, shall be filed by the Lessee, or filed against the Lessee and not dismissed within 45 days, then, and in any of said events, Lessor shall have all rights available to it at law or in equity, including without limitation the right immediately to repossess the Cars, to remove the Cars from the Lessee's service, to terminate this Agreement pursuant to this Article 14, Lessee shall remain liable for all unpaid rent and other

amounts due hereunder. The rights and remedies herein given to Lessor shall in no way limit its other rights and remedies give or provided by law or in equity. If Lessor after five (5) business days' notice shall fail to carry out and perform any of the obligations on its part to be performed under this Agreement, or if petition in bankruptcy, for reorganization, for a Trustee, or for a Receiver, shall be filed by or against the Lessor, then, and in any of said events, Lessee shall have the right to immediately terminate this Agreement and Lessee Charges hereunder shall cease, or, in the alternative, Lessee shall have the right to retain the Cars pursuant to this Lease and to take possession of all funds from time to time standing to the credit of the Lessor on deposit in the Reserve Account and deal with the same as if it were the Lessor, subject, however, to the terms and conditions of the Management Agreement, and for this purpose Lessor constitutes Lessee its Attorney-in-Fact to execute all endorsements and documents necessary or appropriate to be delivered to the depository bank. If Lessee shall terminate this Agreement pursuant to this Article 14, the rights and remedies herein given to Lessee shall in no way limit its other rights or remedies given or provided by law or in equity.

15. Term of Agreement: This Agreement shall remain in full force and effect, with regard to each of the Cars, for a period of twelve (12) months from the date of delivery and acceptance of all of the Cars. Lessor shall advise Lessee of the date of delivery of all of the Cars to be inspected. Lessee will arrange to have the Cars inspected, at its own expense, and issue a Certificate of Acceptance within five (5) days of date of delivery. At the end of the initial twelve (12) month term Lessee shall have the option upon thirty (30) days prior written notice to the Lessor to extend this agreement subject to mutually agreeable price and term negotiations.

16. Notice: Any notice to be given under this Agreement shall be given by certified mail in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

TECO Transport & Trade Corporation
One Corporate Oaks, Suite 300
5405 West Cypress Street
Tampa, FL 33607
Attention: Vice President Sales & Marketing

(b) Notices from Lessee to Lessor shall be sent to:

Helm Financial Corporation
One Embarcadero Center, Suite 3320
San Francisco, CA 94111
Attention: President

17. Compliance with Laws and Insurance Requirements: Lessee agrees that to the extent it has physical possession and can control use of the Cars, the Cars shall at all times be used and operated to the best of Lessee's knowledge under and in compliance with the laws of the jurisdiction in which the Cars may be located and in compliance with all lawful acts, rules, regulations and orders of any governmental bodies or officers having power to regulate or to supervise the use of such Cars, except that either Lessor or Lessee may in good faith and by appropriate proceeding, contest the application of any such act, rule, regulation or order in any reasonable manner at the expense of the contesting party. Lessee is a qualified self insurer of the risk and obligations assumed under this agreement and so long as Lessee claims so qualified, the provisions requiring insurance as set forth herein shall be waived.

18. Execution: This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract. This Agreement may be signed in separate counterparts as long as each party hereto shall have signed at least one counterpart.

19. Dispute Resolution: Any controversy or dispute arising under or in connection with this Agreement or arising out of the relationship of the parties in connection with this Agreement shall be resolved as set out in this Article, and the decision rendered pursuant to the mechanism utilized by the parties to resolve such dispute shall be binding on both parties. The parties acknowledge that each of them are waiving their rights to resolve any case or controversy or any dispute whether foreseen or unforeseen through the courts of the United States or any of the several states. The parties acknowledge and agree that their remedies for resolution of disputes are limited to the procedures set forth herein.

(a) All disputes arising between the parties to this Agreement or in connection with this Agreement arising out of the relationship of the parties shall be subject in each instance to one of the recognized forms of alternative dispute resolution, as agreed to by the parties, including, without limitation, arbitration, umpire settlement, mediation, or mini-trial.

(b) In the event that a dispute arises, either party may give written notice to the other party, setting forth in such notice adequate detail referencing the Article of the Agreement, if applicable, the nature of the dispute or controversy, and sufficient detail referencing the documentation associated with or giving rise to the dispute of controversy. Also contained in such notice shall be the party's selection of the method of

dispute resolution. In the event the parties fail to agree on a form of alternative dispute resolution within thirty (30) days from the date of written notice of a dispute submitted by either party, then such dispute shall be submitted to arbitration as provided in this Article, Section C.

(c) Upon receipt of said notice referred to in this article, the parties shall immediately proceed to mutually agree to the procedures and timing to be utilized as going forward with the dispute resolution mechanism specified. In the event that the choice for dispute resolution is arbitration, such controversy or dispute shall be submitted to the decision of three arbitrators, one arbitrator to be chosen by Lessor, one arbitrator to be chosen by Lessee and the third arbitrator to be chosen by the two arbitrators so chosen by the parties. The procedural aspects of Arbitration shall be in accordance with the Rules of the American Arbitration Association.

(d) The fees and expenses of the arbitrators or other third parties involved in the dispute resolution process shall be equally shared by the parties, unless the decision and resolution of the controversy or dispute shall specify some other appointment of those fees and expenses. At the conclusion of said dispute resolution procedure, the prevailing party shall be entitled to recover its reasonable attorneys fees and taxable costs from the losing party, unless otherwise agreed to by the parties.

(e) Unless otherwise agreed in writing by Lessor and Lessee, performance of their respective obligations under this Agreement shall be continued in full by the parties, but final settlement thereof need not be made until the final decision has been rendered in the dispute resolution process.

20. Law Governing: This Agreement shall be governed by an construed according to the laws of the State of Kentucky.

21. Confidentiality: The parties shall keep confidential the terms and conditions of this Agreement. Neither party shall disclose the terms and conditions of this Agreement to a third party, excluding any parent, affiliate, subsidiary, company, or potential buyers of the Cars, without the written permission of the other party or unless readily ascertainable from public information or public sources, requested by regulatory commission, subpoenaed by court or governmental agency or otherwise required by law to be disclosed. The existence of this Agreement may be disclosed without such consent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered that day and year first above written.

LESSOR:

HELM FINANCIAL CORPORATION

ATTEST:

John Adams

By:

[Signature]

Title:

President

Date:

1/28/88

LESSEE:

TECO TRANSPORT & TRADE CORPORATION

ATTEST:

[Signature]

By:

D. Bryan Basore

Title:

Sales & Marketing

Date:

January 27, 1988

STATE OF)
)
COUNTY OF)

I, Eileen Foster, a Notary Public in and for the state and county aforesaid, do hereby certify that D. Bryan Backus and Peter S. Gibson of TECO Transport & Truck, a Florida corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such D. Bryan Backus and Peter S. Gibson respectively, they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of January, 1986.

Notary Public State of Florida at Large
My Commission Expires Apr. 4, 1988.

