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RECORDATION NO 21240-Primary FILED
FEB 25 '98 2-31 PM

February 25, 1998

RECORDATION NO 21240-A FILED
FEB 25 '98 2-31 PM

RECEIVED
SURFACE TRANSPORTATION BOARD
FEB 25 2 31 PM '98

Counterparts - Original

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the first document described below, and the original and one certified copy of the second document described below, both to be recorded pursuant to 49 U.S.C. § 11301.

The first document is a Security Agreement (With Non-Recourse), a primary document, dated as of February 20, 1998. We request that this document be given the next available Recordation Number.

The names and addresses of the parties to the Security Agreement (With Non-Recourse) are:

Secured Party:

Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854

Debtor:

ICX Corporation
3 Summit Park Drive, Suite 200
Cleveland, OH 44131

phoicxlt.5

A description of the equipment covered by the Security Agreement (With Non-Recourse) consists of one GP-38 rebuilt locomotive numbered 7357-5.

The second document is a Non-Recourse Promissory Note, a secondary document, dated February 20, 1998. This is connected to the primary document above. We request that this document be recorded under the "A" suffix of the Recordation Number given to the Security Agreement (With Non-Recourse).

The names and addresses of the parties to the Non-Recourse Promissory note are:

Secured Party:

Phoenixcor, Inc.
65 Water Street
South Norwalk, CT 06854

Debtor:

ICX Corporation
3 Summit Park Drive, Suite 200
Cleveland, OH 44131

A description of the equipment covered by the Non-Recourse Promissory Note consists of one GP-38 rebuilt locomotive numbered 7357-5.

A fee of $48.00 is enclosed. Please return one original of each document to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the documents to appear in the index follows: (1) Security Agreement (With Non-Recourse) between Phoenixcor, Inc., 65 Water Street, South Norwalk, CT 06854, and ICX Corporation, 3 Summit Park Drive, Suite 200, Cleveland, OH 44131; and (2) Non-Recourse Promissory Note between Phoenixcor, Inc., 65 Water Street, South Norwalk, CT 06854, and ICX Corporation, 3 Summit Park Drive, Suite 200, Cleveland, OH 44131, both covering one GP-38 rebuilt locomotive numbered 7357-5.

Very Truly Yours,

Louis E. Gitomer

Enclosures

phoicxlt.5

RECORDATION NO. 21240 FILED

FEB 25 '98 2-31 PM

SECURITY AGREEMENT
(WITH NON-RECOURSE)

(Chattel Mortgage and Assignment of Lease)
(Lease Agreement No. 816; Equipment Schedule No. 018)

THIS AGREEMENT, dated as of February 20, 1998, entered into by and between ICX CORPORATION, an Ohio corporation, with offices at 3 Summit Park Drive, Suite 200, Cleveland, Ohio 44131 ("Borrower") and Phoenixcor, Inc, a Delaware corporation with offices at 65 Water Street, S. Norwalk, CT 06854 ("Lender"). In consideration of the mutual agreements contained herein the parties hereto agree as follows:

(1) As security for the prompt and satisfactory performance of all obligations of the Borrower to the Lender hereunder and under a Promissory Note ("Note") in the original principal amount of $426,536.35 dated February 20, 1998, and payable by the Borrower to the Lender (the "Indebtedness"), the Borrower hereby grants to the Lender a security interest in all of the Borrower's right, title and interest in and to the inventory or equipment (the "Equipment") described in Exhibit A attached hereto and all replacements thereof and modifications and accessions thereto. Borrower also grants, transfers, and assigns to Lender and grants to Lender a security interest in a certain Lease Agreement No. 816 dated November 20, 1995 (the "Lease") of personal property, the payments and all other sums due now or hereafter due thereunder (the "Lease Payments"), including extensions or renewals thereof, insofar as such Lease relates to the property described in Equipment Schedule No. 018 to such Lease (the "Schedule"). A certified copy of the Lease and the original of the Schedule are attached hereto and made a part hereof as Exhibit B and C, respectively. LTV Steel Company, Inc. (the "Lessee") is lessee under the Lease. The Schedule, the Lease Payments, the Lease as it relates to the Schedule and the Equipment are hereinafter referred to as the "Collateral". Borrower further grants to Lender a security interest in all proceeds of the Collateral including but not limited to the insurance proceeds referred to in paragraph 5 hereof.

(2) The Borrower represents, warrants and agrees that (i) it has good title to the Equipment, the Schedule and the Lease Payments, free of all liens, claims and encumbrances except for the possessory rights of the Lessee to the Equipment under the Schedule and any liens inferior and subordinate to the Lender's interest, and the Equipment, the Schedule and the Lease Payments will continue to be free of all such liens, claims and encumbrances except for any subordinate liens or encumbrances described in Exhibit D hereto; (ii) it has the power and authority to, and does hereby, convey to the Lender a valid and perfected first lien and security interest in the Equipment, the Schedule and the Lease Payments as security for the Indebtedness, and the Borrower will not take any action which

shall, at any time, jeopardize the continuance of such a valid and perfected first lien and security interest in the Equipment, the Schedule and the Lease Payments; (iii) the Note, the Lease, this Agreement and the Schedule are valid and are enforceable in accordance with their respective terms except as the foregoing may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally; (iv) there are no set-offs, counterclaims or defenses on the part of Lessee with respect to the obligation of the Lessee to make the Lease Payments except as the foregoing may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally, and Borrower will not take any actions which shall, at any time, jeopardize the continuance of the Schedule to be free from all such set-offs, counterclaims or defenses; (v) the Equipment has been delivered to and accepted by the Lessee and the Borrower will not consent to the relocation of the Equipment from the Lessee's address as set forth in Exhibit A hereto unless Lender otherwise consents in writing prior to any relocation; (vi) Borrower has delivered to the Lender a fully executed copy of the Lease as executed, together with any and all amendments thereto and the Schedule marked "Counterpart No. 1 of three manually executed counterparts. Only the manually executed counterpart numbered 1 is sufficient to transfer Lessor's interest, or to grant a security interest herin." all of which shall constitute chattel paper"; (vii) all signatures, names, addresses, amounts and other statements of fact contained in the Lease and the Schedule are genuine, true and correct; (viii) Borrower will not sell, transfer, lease (otherwise than pursuant to the Lease and the Schedule described herein), or assign its rights in the Schedule or other Collateral, or grant a security interest in or lien upon any thereof, to any person other than the Lender (except as otherwise permitted hereby), and it will deliver to the Lender a release or subordination of any security interest heretofore granted in the Collateral to any other person; provided however, that the Borrower may sell the Equipment and assign the Schedule, or may sell the Equipment under and subject to the Schedule, to a third party which shall, on or before the date of any such sale or assignment, execute and deliver to the Lender an agreement in substantially the form attached as Exhibit E hereto of which Lender has final approval on any changes, material or otherwise, thereto; (ix) Borrower will from time to time execute such financing statements, in connection herewith, as the Lender may request; (x) to the best of Borrower's knowledge, the Lease and the Schedule comply with all applicable laws and regulations; (xi) the Borrower will comply with all obligations imposed on it under the terms of the Lease and the Schedule; (xii) all taxes involved have been paid and all filing requirements with respect to the Lease and the Schedule have been met; (xiii) it will not amend, modify, cancel or terminate any provision of the Lease or the Schedule without prior written consent of the Lender; and (xiv) Lessee has not previously been, and currently is not, in default under the Schedule.

(3) This Agreement shall not relieve the Borrower from or cause the Lender to be liable for, the obligations of the Borrower under the Schedule. The Borrower also shall take any and all action as reasonably requested by the Lender from time to time to cause the Lessee to perform the Lessee's obligations under the Schedule. All

Lease Payments due after the date hereof are to be made by Lessee to the Lender, at the Lender's address set forth above and Borrower authorizes Lender to endorse, in Borrower's name, all Lease Payments. Provided that there is no default by the Lessee under the Schedule or the Borrower hereunder or under the Schedule, the Lender agrees to pay to Borrower promptly the portion of any Lease Payment received by Lender in excess of the amount due Lender set forth in the Schedule. Notwithstanding any such default, Lender will pay Borrower all sales or use tax Lender receives from Lessee. Lender has no obligation to collect from Lessee any taxes of any kind. The Lender also may exercise, at any time and from time to time, such rights, powers and remedies of the Borrower under the Schedule as the Lender may, in its sole discretion, deem to be appropriate.

(4) The Lender shall have the right at any time or times to contact the Lessee, without Borrower's consent, for the purposes of confirming the terms of the Lease or the Schedule.

(5) Risk of loss of, damage to or destruction of the Equipment shall be borne by the Borrower (except any such risks which are borne by the Lessee under the Lease and the Schedule), and the Borrower shall insure or cause to be insured the Equipment against such risks to be borne by it in each case in an amount not less than the aggregate amount of the Lease Payments due from and after the date on which such risk might occur, with such companies and under such policies and in such form as shall be satisfactory to the Lender. All polices for such insurance shall contain loss payable and additional insured clauses in favor of the Borrower and the Lender as their respective interests may appear, and shall not be subject to termination or cancellation without at least thirty (30) days prior written notice to the Lender. The certificate of insurance or other reasonable evidence thereof shall be deposited with the Lender as the Lender may request from time to time. The Borrower hereby assigns and sets over unto the Lender all monies which shall become payable to Borrower on account of any such insurance and directs the insurers to pay the Lender any amounts so due. Notwithstanding the other provisions of this Section 5, Lessee's compliance with provisions of the Lease inconsistent with this Section 5 shall be deemed compliance herewith, provided Lender is loss payee and additional insured under such insurance.

(6) If (i) the Borrower defaults in the payment of any principal or interest or any payment obligation payable under the Note for more than ten (10) days after written notice of such default; (ii) the Borrower default in the payment or performance of any other terms or conditions hereunder, or under the Note or the Schedule, and default continues for more than thirty (30) days after written notice of such default, (iii) any representation or warranty made herein by the Borrower is false or misleading in any material respect at the time made; (iv) the Borrower becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver for it or any of its property, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation

proceeding shall be instituted by or against the Borrower, and if instituted against it shall be consented to or acquiesced in by it or shall not be dismissed within a period of sixty (60) days; (v) an event of default (as described in Section 9 of the Lease) occurs under the Schedule; or (vi) the Borrower sells or transfers to any third party of any of the Collateral, without the prior written consent of the Lender, then if any event described in the above clauses (i) through (vi) shall occur, the Lender may, at its option without demand or notice to Borrower, which demand or notice is expressly waived by Borrower, declare the Note to be due and payable, whereupon the unpaid principal of and accrued interest on the Note shall become immediately due and payable and the Lender may exercise all rights and remedies available to it under the Note, this Agreement, the Lease, the Schedule or applicable law. The Lender shall be entitled to obtain reimbursement from the Borrower for all reasonable costs and attorney's fees incurred by Lender in collecting the Indebtedness and otherwise exercising such rights and remedies, which shall be considered additional Indebtedness hereunder. Legal fees may be recovered from the proceeds of the Equipment. The Lender agrees to pay forthwith to the Borrower any surplus remaining from the Collateral after payment of all Indebtedness. Lender agrees that it shall give Borrower prior notice of Lender's intention to declare Lessee in default under the Lease, and Borrower shall have the right within three business days thereof, at Borrower's sole option, to pay Lender all amounts due hereunder and under the Note, including, without limitation, all unpaid principal and accrued interest, at which time Lender's security interest in the Collateral shall cease.

(7) Notwithstanding any other provision of this Agreement, the Lender agrees that (i) its security interest and rights hereunder are subject to the rights of the Lessee under the Lease and the Schedule, provided that Lessee is not then in default of payment or otherwise under the Schedule, and that so long as Lessee shall not be in default under the Schedule and makes all Lease Payments directly to Lender, Lender shall not disturb Lessee's peaceful possession of the Equipment and Lessee's right to use the Equipment for its intended purposes, and; (ii) the Borrower has, and shall have, no personal liability or obligation with respect to payment of the Indebtedness or other amounts under the Note or this Agreement, all of which are payable solely from proceeds received by the Lender from the Lender's interest in and to the Collateral, except that the Borrower shall have full liability for any loss or liability of the Lender arising from or in any manner connected with a breach of the Borrower's representations, warranties or agreements in Section 2 hereof.

(8) This Agreement and the Note shall be contracts made under, governed by and construed in all respect in accordance with the laws of the State of Connecticut. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without provisions of this Agreement. Any notice required or given hereunder shall be deemed properly given seven (7) business days after mailing by certified mail, postage

prepaid, addressed to the designated recipient at its address set forth herein or such other address as such party may advise the other party by notice given in accordance with this provision.

(9) The Borrower hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor and notice of acceptance of this Agreement.

(10) This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Borrower and the Lender, provided the Borrower may not assign its obligations under the Schedule or under this Agreement.

(11) Borrower and Lender hereby waives any and all right to a trial by jury in any action or proceeding against them with respect to this Agreement and Note.

IN WITNESS WHEREOF, the Borrower and the Lender have duly executed and delivered this Agreement as of the day and year first above written.

BORROWER: ICX CORPORATION
ADDRESS: 3 Summit Park Drive, Suite 200
Cleveland, Ohio 44131

BY: _____

Title: Senior Vice President

In witness whereof I hereunto set my hand and official seal.

(SEAL) _____
Notary Public

My commission expires:

Kelly M. Carr
Notary Public, State of Ohio
Lake Cty. - My Commission
Expires August 14, 2002

LENDER: PHOENIXCOR, INC.
ADDRESS: 65 Water Street
South Norwalk, CT 06854

BY: _____

Title: EVP

In witness whereof I hereunto set my hand and official seal.

(SEAL) _____
Notary Public

My commission expires:

MARJORIE A. DAY
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 31, 2000

EXHIBIT A TO
EQUIPMENT SCHEDULE NO. 018
TO LEASE AGREEMENT NO. 816

QTY.	MFR.	MODEL/ FEATURE	DESCRIPTION	SERIAL NUMBER
1	EMD	GP38-2	REBUILT LOCOMOTIVE	7357-5 ex DRGW

EQUIPPED AS FOLLOWS:

REMANUFACTURED ENGINE, ALL WHEELS TO BE NEW, NEW COBRA COMPOSITION BRAKE SHOES, BRAKE HEADS MUST ACCEPT LTVSMC COBRA BRAKE SHOES, BENT OR OFF RUNNING SHES AND RIGGING TO BE REPAIRED, BAD ORDER PEDESTAL LINERS REPLACED WHEN CRACKED OR OUT OF LIMITS, TRACTION MOTORS INSPECTED AND REBRUSHED AS NECESSARY, MOTOR SUPPORTS, WICKS AND J-BOXES WILL BE SERVICED AND INSPECTED, GEAR CASE LEVERAGE DEEMED EXCESSIVE WILL BE CORRECTED AND ALL RELUBED PER STANDARDS, SANDER AT PRESENT COMBINATION BETWEEN SINGLE AND INBOARD WILL BE REPAIRED IN KIND, CENTER BEARING AND SIDE BEARING CLEARANCES TO BE WITHIN SPECIFICATION, TRUCKS CLEANED AS NECESSARY, THE APPROPRIATE BRAKE VALVES FOR USE WITH HIGH FRICTION COBRA COMPOSITION BRAKE SHOES LOCOMOTIVES THAT ORIGINALLY USED A CAST METAL BRAKE SHOE WILL TEND TO SKID THE WHEELS WITH COBRA SHOES, UNLESS THE BRAKING FORCE IS REDUCED

MAIN GENERATOR/ALTERNATOR:

ELECTRICALLY QUALIFIED FOR SERVICE, BRUSHES RENEWED AS REQUIRED, COMMUTATORS TO MEET SPECIFICATION, INTERIOR CLEANED AS PRACTICAL, ARMATURE BEARING MONITORED FOR NOISE

ELECTRICAL SYSTEM:

NEW DASH-2 CABINET EQUIPPED WITH Q-TRON MICROPROCESSOR COMPUTER TO THE HIGH VOLTAGE CABINET TO BE INSTALLED TO INCLUDE A COMPLETE REWIRE OF THE LOW AND HIGH VOLTAGE USING "EXANE" WIRE AND CABLE, FREE LOCOMOTIVE OF GROUNDS, SYSTEM FUNCTION TEST ALL CIRCUITS, CYCLE AND RECALIBRATE TRANSMISSION CIRCUITS, INSTALL NEW BATTERIES, SET VOLTAGE REGULATOR, APPLY ALL MISSING COVERS, APPLY ALL LIGHT BULBS AS NECESSARY, LOAD TEST SYSTEM, REPLACE BRUSHES AS REQUIRED

AIR SYSTEM:

PERFORM A FRESH 92 DAY INSPECTION PER FRA REQUIREMENTS, INSPECT AIR COMPRESSOR FOR PUMPING OIL, REPAIR AS NECESSARY, RENEW AIR INTAKE FILTERS

COOLING SYSTEM:

INSPECT ALL LEAKS WHILE UNDER HYDRO TEST AND CORRECT DEFECTS, LOAD TEST AND MONITOR ALL SYSTEMS

LUBE OIL SYSTEM:

REPAIR LEAKS AS NECESSARY, LOAD TEST AND MONITOR TEMPERATURE DIFFERENCE ON LUBE OIL COOLER

FUEL SYSTEM:

60 LB. TEST ENGINE FUEL LINES AND INJECTORS FOR LEAKAGE, CHANGE ALL FILTERS

ENGINE AIR FILTERS:

RENEW ALL FILTERS ON AIR INTAKE, CARBODY FILTERS IF EQUIPPED WILL BE RENEWED

LOAD TEST:

DO STANDARD FOUR HOUR LOAD TEST, ADJUST AND CORRECT DEFECTS

PAINTING:

INTERIOR AND EXTERIOR TO BE STEAM CLEANED, UNIT TO BE SANDBLASTED AND PRIMED, UNIT TOP BE PAINTED TO LTV STEEL MINING COMPANY SPECIFICATIONS,

MISCELLANEOUS ITEMS:

SNOW PLOW MOUNTED ON FRONT OF LOCOMOTIVE, INSTALL FRONT DITCH LIGHTING, IMPROVED REDUCE SLIP CONTROL, INSTALLATION OF NEW ROOF MOUNTED AIR CONDITIONING SYSTEM, INSTALLATION OF NEW EVENT RECORDER SYSTEM WITH COMPUTER DOWNLOAD, EVENT RECORDER QUANTUM MODEL Q1065 AND DIGITAL SPEED INDICATOR QUANTUM MODEL Q1820 DUAL RANGE, INSTALLATION OF TOILET IN SHORT HOOD, INSTALLATION OF EXTENDED RANGE DYNAMIC BRAKING, ALL NEW WIRING, INSTALLATION OF AIR DRYER SYSTEM, TRUCKS TO BE EQUIPPED WITH CLASP BRAKE, STRAIGHT AIR CONTROL AND PIPING PER LTVSMC DRAWING

QTY.	MFR.	MODEL/ FEATURE	DESCRIPTION	SERIAL NUMBER
			INSTALL TSM FLANGE LUBRICATOR	
			RELOCATE AIR FLOW INDICATOR	
			WIRE ALARM INDICATOR LIGHT TO CONTROL STAND	
			APPLY TOOL BOX IN LONG HOOD	
			INSTALL ALERTER SYSTEM	
			APPLY REFRIGERATOR	
			APPLY TWO BAY WINDOWS	
			APPLY TWO LUNCH TABLES	
			APPLY 1/2" RAL ON GAUGE AREA FOR COFFEE CUP	
			APPLY NEW ARBORON CAB FLOOR	
			INSTALL RETENTION TANK	

C O R P O R A T I O N

ICX CORPORATION

LEASE AGREEMENT

NO. 816

Exhibit B to a Security Agreement dated 2-2098 between ICX Corporation as a Debtor and Phoenixcor, Inc as Secured Party.

This Lease Agreement is made the 20th day of November, 1995 between **ICX Corporation**, 3 Summit Park Drive, Suite 200, Cleveland, Ohio 44131 (the "Lessor"), and **LTV Steel Company, Inc.** with its principal office at 25 West Prospect Ave., Cleveland, Ohio 44115 (the "Lessee").

The parties hereto, desiring legally to be bound, hereby agree as follows:

1. LEASE:

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described in one or more Equipment Schedules between the parties incorporating this Lease by reference. Any reference to "Lease" shall mean this Lease Agreement, the Equipment Schedule(s) and all Rider(s), Addenda, Amendment(s), or Supplement(s) hereto and thereto, if any. Each Equipment Schedule shall constitute a separate and distinct lease on the terms herein and therein set forth.

2. DEFINITIONS:

(a) The "Equipment" means all the equipment described in the applicable Equipment Schedule, together with all manuals, cables and associated equipment included and delivered therewith and associated software systems and programming.

(b) The "Installation Date" means, except as otherwise provided herein, the date determined in accordance with the Equipment Schedule.

(c) The "Commencement Date" means (except as the parties may otherwise agree in writing), as to all Equipment designated on any Equipment Schedule, where the Installation Date for the item of Equipment last to be installed falls on the first day of the month, that date, or, in any other case, the first day of the month following the month in which the item of Equipment last to be installed is installed.

(d) The "Daily Rental" means 1/30th of the amount set forth as the monthly rental or 1/90th of the amount set forth as the quarterly rental for each item of Equipment in the applicable Equipment Schedule.

3. TERM OF LEASE:

The term of this Lease as to each item of Equipment shall commence on the Installation Date for such item of Equipment, and shall continue for an initial period (the "Initial Term") ending that number of months from the Commencement Date as is specified on the applicable Equipment Schedule. The term of this Lease for all such Equipment shall be automatically extended for successive three-month periods until terminated by either party giving to the other not less than six months prior written notice of termination. Any such termination shall be effective only on the last day of the Initial Term or the last day of any such successive period. Rental for any holdover by Lessee beyond such termination shall be at a daily rate equal to 150% of the Daily Rental. With respect to each Equipment Schedule executed pursuant to this Lease Agreement, Lessee agrees to execute and deliver to Lessor, on or about the Installation Date, a Certificate of Delivery and Acceptance and, from time to time upon request, an incumbency certificate, each in such form as is reasonably acceptable to Lessor.

4. PAYMENTS:

The rental for each item of Equipment payable hereunder is as set forth in the applicable Equipment Schedule. Rental on each item of Equipment shall begin to accrue on the Installation Date of such item of Equipment and shall be due and payable in U.S. dollars

to Lessor or to its order in immediately available funds by Lessee in advance or arrears (as the case may be) on the first day of each month (in the case of monthly rent) or of each calendar quarter (in the case of quarterly rent). If the Installation Date does not fall on the first day of the month or calendar quarter (as the case may be), the rental for that period of time from the Installation Date until the Commencement Date shall be an amount equal to the Daily Rental multiplied by the number of days from (and including) the Installation Date to (but not including) the Commencement Date and shall be due and payable on the Commencement Date. Progress and deposit payments to vendors and reimbursement of payments already paid by Lessee shall be made by Lessor upon receipt of Lessee's instruction to do so in form and substance acceptable to Lessor, together with purchase, payment and purchase assignment documentation requested by Lessor. The date on which a progress or deposit payment or reimbursement is made by Lessor shall be considered the Installation Date with respect to the portion of the entire cost of the Equipment for any Equipment Schedule such payment represents; provided that the Commencement Date shall always follow the funding by Lessor of the entire such Equipment Schedule.

In addition to the rental set forth in the Equipment Schedule, Lessee shall pay to Lessor, when due, amounts equal to, and hold Lessor harmless from, all taxes, levies, imposts, duties, fees, assessments, and other charges or withholdings of any nature whatsoever, however designated (including, without limitation, sales, use, stamp or excise taxes), together with any penalties, fines or interest thereon (except for penalties or fines to the extent resulting from Lessor's gross negligence or breach hereof), imposed against Lessor (or which Lessor is required to collect) by any federal, state or local government or taxing authority and which are levied or based on or relate to the rental, the Lease or the Equipment or its use, possession, lease, ownership, financing, operation, control or value; but excluding federal, state or local taxes or fees on, or measured by, the net income or net worth of

Lessor. Personal property taxes assessed on the Equipment during the term of this Lease shall be paid by Lessee to Lessor or (upon notice and at Lessor's option) directly to the appropriate taxing authority.

Interest on any past due payments under this Lease shall accrue at the annual rate of 400 Basis Points over like-term United States Treasury Notes at the Commencement Date, or, if such rate shall exceed the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Charges for taxes, levies, imposts, duties, fees, assessments or other charges, penalties and interest payable by Lessee hereunder shall be promptly paid by Lessee when due.

5. INSTALLATION, USE, MAINTENANCE, RETURN AND QUIET POSSESSION:

(a) Lessee, at its own expense, will provide the required electric current to operate the Equipment and appropriate facilities to house and care for the Equipment as specified by the manufacturer.

(b) Any equipment, cards, disks, tapes or other items not specified in the Equipment Schedule which are used on or in connection with the Equipment must meet the specifications of the manufacturer and shall be acquired by Lessee at its own expense.

(c) Lessee will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the locations stated in the Equipment Schedule without the prior written consent of Lessor, except maintenance and repair (said consent not to be unreasonably withheld provided that: (i) such location is within the Continental United States in a state which has adopted the Uniform Commercial Code; and (ii) Lessee shall timely execute, and shall reimburse Lessor for its expense in preparing and filing, any Uniform Commercial Code Financing Statements or other instruments which Lessor requests to reflect such relocation).

(d) After prior notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment,

provided such alterations or attachments are readily removable and do not reduce the value of the Equipment or interfere with the normal and satisfactory operation or maintenance of the Equipment.

All such alterations and attachments shall be and become the property of Lessor at the expiration or termination of the Lease, or, at the option of Lessee, shall be removed (prior to the expiration or termination of the Lease) and retained by Lessee provided the Equipment is restored, at Lessee's expense, to its original condition, reasonable wear and tear only excepted.

(e) So long as Lessee is not in default hereunder, neither Lessor nor any of its assignees hereof shall interfere with Lessee's use or possession of the Equipment during the term of this Lease.

(f) Lessee, during the term of this Lease and at its expense, shall keep the Equipment in good working order and condition reasonable wear and tear excepted and make all necessary adjustments, repairs and replacements. Lessee shall not use or permit the Equipment to be used in any manner or for any purpose for which, in the opinion of the manufacturer, the Equipment is not designed or reasonably suitable, and Lessee shall use and operate the Equipment in conformity with the manufacturer's specifications. Lessee shall comply with all governmental laws, rules and regulations in the use, maintenance, storage and operation of the Equipment. In case any additional or other equipment, appliance or alteration is required to be made or installed on any item of Equipment in order to comply with such laws, regulations, requirements and rules, Lessee agrees to make or install such equipment, appliance or alteration at its own cost and expense.

(g) [Intentionally Omitted]

(h) At the termination of this Lease, Lessee shall, at its expense, return the Equipment to Lessor (within 500 miles of Lessee's location) in the same operating order, repair, condition and appearance as on the Installation Date, reasonable wear and tear only excepted, provided that, notwithstanding reasonable wear and tear, the Equipment shall be in good working order in conformity with the requirements of this Lease and manufacturer's

specifications and have a good general appearance free from any material damage.

6. OWNERSHIP AND INSPECTION:

(a) Lessee shall have no interest in the Equipment other than the rights acquired as a lessee hereunder. The Equipment is and shall always remain separate identifiable personalty. Lessee shall not permit any item of Equipment to be installed in, or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in such item of Equipment paramount to the rights of Lessor by reason of such item of Equipment being deemed to be real property or a fixture thereon. Lessee shall, promptly upon request of Lessor, obtain a written acknowledgement from the owner and/or mortgagee(s) of the real property in which such item of Equipment is located that such owner and/or mortgagee(s) will not at any time assert any interest in such item of Equipment or that such item of Equipment constitutes part of such real property. Lessee shall, at Lessor's request, affix to the Equipment in a prominent place or places, tags, decals or plates furnished by Lessor evidencing Lessor's ownership and Lessee shall not permit their removal or concealment.

(b) Lessee shall keep the Equipment free and clear of all liens and encumbrances except liens or encumbrances arising through Lessor. **LESSEE SHALL NOT ASSIGN OR OTHERWISE ENCUMBER THIS LEASE OR ANY OF ITS RIGHTS HEREUNDER OR SUBLEASE THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR** provided, however, that Lessor hereby consents to and authorizes any lease assignment or sublease to an entity controlled by a parent, or controlled by or under common control with Lessee, but no such affiliate assignment or sublease shall relieve Lessee of any of its obligations hereunder without the written consent of Lessor. Lessee agrees that, except as expressly authorized by Lessor, any assignment or sublease by Lessee shall materially impair the prospects of Lessee's performance hereunder, and materially change the duty of, and materially increase the burden or risk imposed on, Lessor, and

shall constitute the delegation by Lessee of its material obligations hereunder, notwithstanding any continued liability of Lessee therefor. No assignment or sublease (whether or not permitted hereby) shall relieve Lessee of any of its obligations hereunder and any permitted sublease shall be expressly subordinate to the terms hereof. For purposes of this Lease Agreement, the parties agree that the sale of all or substantially all of the assets of Lessee or of more than 50% of the voting stock of Lessee (whether in one transaction or several related transactions) except to one or more affiliated companies or its parent company or, in the case of a partnership, any change in the constitution of the partnership, shall be deemed an assignment for which Lessor's prior consent shall be required.

(c) Lessor or its agents shall upon notice to Lessee have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Lease.

7. WARRANTIES:

(a) Lessee represents, covenants and agrees that, at the Installation Date, it shall have (i) thoroughly inspected the Equipment, (ii) determined for itself that all items of Equipment are in good condition, working order and repair and are of a size, design, capacity and manufacture selected by it and (iii) satisfied itself that the Equipment is suitable for Lessee's purposes. **LESSOR LEASES THE EQUIPMENT AS IS AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE**, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessee agrees to look solely to the manufacturer or to suppliers of the Equipment for any and all warranty claims and any and all assignable warranties made by the manufacturer or the supplier of Lessor are hereby assigned to Lessee for the term of the applicable Equipment Schedule. Lessee hereby assumes the sole responsibility for, and agrees that Lessor shall not be responsible for, the

delivery, installation, maintenance, operation or service of this Equipment or for delay or inadequacy of any or all of the foregoing. Lessor shall not be responsible for any indirect, special or consequential loss or damage resulting from any cause whatsoever, whether arising as a result of tort, breach of contract or otherwise.

(b) Lessee agrees that the statements and financial reports submitted by it to Lessor up to the Commencement Date are material inducements to the execution by Lessor of this Lease, and Lessee warrants that such statements and reports are, and all such information hereafter furnished by Lessee to Lessor will be, complete, true and correct in all material respects as of the date submitted. Lessee represents and warrants that such statements and reports submitted to Lessor after the Commencement Date will be prepared in accordance with GAAP.

8. RISK OF LOSS:

(a) From the date of delivery of the Equipment to Lessee until the Equipment is returned to Lessor as provided in this Lease, Lessee shall bear all risks of physical damage to or loss or destruction of the Equipment, howsoever caused. During the term of this Lease as to any Equipment Schedule, Lessee, at its own expense, shall keep in effect all risk and public liability insurance policies covering the Equipment designated in each Equipment Schedule in such amounts as are reasonably acceptable to Lessor. The all risk insurance policy shall insure against all risks of loss or damage and shall be for an amount not less than the Casualty Loss Value of the Equipment or such other amount set forth in the Equipment Schedule. Lessor, its successors and assigns shall be named as additional insureds on the said liability policy and loss payees on the said risk property policy, which shall be written by an insurance company of recognized responsibility which is reasonably acceptable to Lessor. Evidence of such insurance coverage shall be furnished to Lessor no later than the Installation Date and from time to time thereafter as Lessor may demand. Such policies shall provide that no less than

thirty days written notice shall be given Lessor prior to cancellation of such policies for any reason. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact coupled with an interest for the sole purposes of making claim for, receiving payment of, and executing any and all documents that may be required to be provided to the insurance carrier in substantiation of any claim for loss or damage to the Equipment or related to the Lease under said insurance policies, and endorsing Lessee's name to any and all drafts or checks in payment of such applicable loss proceeds; provided that Lessor shall not exercise the foregoing power of attorney except at such time as Lessee is in default hereof, following Lessee's failure or refusal to take the applicable action after receipt of Lessor's written demand therefor.

(b) If any item of Equipment is rendered unusable as a result of any physical damage to, or loss or destruction of, the Equipment, or title thereto shall be taken by any governmental authority under power of eminent domain or otherwise, Lessee shall give to Lessor immediate notice thereof and this Lease shall continue in full force and effect without any abatement of rental. Lessee shall determine, within fifteen (15) days after the date of occurrence of any such damage or destruction, whether such item of Equipment can be repaired. In the event Lessee determines that the item of Equipment cannot be repaired or such Equipment was lost, destroyed or title thereto taken, Lessee, at its option and expense, may either pay the Casualty Value or shall promptly replace such item of Equipment with identical equipment of at least equal value and convey title to such replacement equipment to Lessor free and clear of all liens, claims, equities and encumbrances of every kind or nature whatsoever, and this Lease shall continue in full force and effect with respect to the replacement Equipment as though, subject to the provision of Section 12 hereof, such damage, loss, destruction or taking of title had not occurred. In the event Lessee determines that such item of Equipment can be repaired, Lessee shall cause such item of Equipment to be promptly repaired. All proceeds of insurance

received by Lessor or Lessee under the policy referred to in the preceding paragraph of this Section shall be applied toward the cost of such repair or replacement.

(c) Lessee shall immediately notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever.

9. EVENTS OF DEFAULT AND REMEDIES:

The occurrence of any one of the following shall constitute an Event of Default hereunder:

(a) Lessee fails to pay any installment of rent on or before the tenth day following the date when the same becomes due and payable;

(b) Lessee attempts to remove, sell, assign, transfer, encumber, sublet or part with possession of the Equipment or any items thereof, except as expressly permitted herein;

(c) Any guarantor of any of Lessee's obligations under any Equipment Schedule defaults in the performance of any covenant or obligation in favor of Lessor;

(d) Lessee shall fail to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder and such failure shall continue uncured for thirty (30) days after written notice thereof to Lessee by Lessor or if such failure is of a nature that it cannot reasonably be cured within such 30 days, within such 30 day period Lessee shall have commenced, and shall thereafter diligently prosecute, efforts to cure such defaults;

(e) Any representation or warranty made by Lessee herein or in any document or certificate furnished in connection herewith shall prove incorrect in any material respect;

(f) 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 take any action looking to its dissolution or liquidation; or

(g) Within 60 days after the commencement of any proceeding against Lessee seeking reorganization, arrangement, readjustments, 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.

Upon the occurrence of an Event of Default, Lessor may at its option do any or all of the following: (i) by notice to Lessee terminate this Lease as to the subject Equipment Schedule: (ii) whether or not this Lease is terminated as to the subject Equipment Schedule, take possession of any or all of the Equipment listed on the subject Equipment Schedule, wherever situated, and for such purpose, enter upon any applicable premises without liability for so doing or Lessor may cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease; (iii) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of all monies to be paid by Lessee during the remainder of the Initial Term or any successive period then in effect, discounted at the annual rate equal to like-term United States Treasury Notes in effect at the Commencement Date plus seventy-five (75) basis points, which payment shall become immediately due and payable and, when made, shall be in full satisfaction of all such monies to be paid during such remaining term; or (iv) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may determine without, except as provided below, any duty to account to

Lessee. In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default.

In the event that Lessee shall have paid to Lessor the liquidated damages referred to in clause (iii) above, Lessor hereby agrees to pay to Lessee, promptly after receipt thereof, all rentals or proceeds received from any reletting of the Equipment to the extent such rentals or proceeds are attributable to the balance of the Initial Term (after deduction of all expenses incurred by Lessor and a reasonable sales commission to Lessor), said amount never to exceed the amount of the liquidated damages paid by Lessee. Lessee agrees that Lessor shall have no obligation to sell or lease the Equipment and shall not be required to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar equipment owned or leased by Lessor. Lessee shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including, but not limited to, all court costs and reasonable attorney's fees. Lessee further agrees that, in any event, it will be liable for any deficiency actually suffered by Lessor after any sale, lease or disposition by Lessor. The rights afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

10. NET LEASE:

Except as otherwise specifically provided in this Lease, it is understood that this is a net lease, and that, as between Lessor and Lessee, Lessee shall be responsible for all costs and expenses of every nature whatsoever arising out of or in connection with or related to this Lease or the Equipment (including, but not limited to, transportation in and out, transportation insurance, rigging, drayage, packing, installation and disconnect charges as well as reasonable UCC and other record search fees and related reasonable

expenses incurred by Lessor with respect to this Lease in Lessor's sole reasonable discretion). Lessee hereby agrees that in the event that Lessee fails to perform any obligation under this Lease, Lessor may, at its option, pay or perform said obligation and any payment made or expense incurred by Lessor in connection therewith shall become additional rent which shall be due and payable by Lessee upon demand.

11. ASSIGNMENT:

Lessee agrees that Lessor may transfer or assign all or any part of Lessor's right, title and interest in, under or to the Equipment and this Lease and any or all sums due or to become due pursuant to any of the above, to any third party (the "Assignee") for any reason. Lessee agrees that upon receipt of written notice from Lessor of such assignment, Lessee shall perform all of its obligations hereunder for the benefit of Assignee and, if so directed, shall pay all sums due or to become due hereunder directly to the Assignee or to any other party designated by the Assignee. Lessee hereby covenants, represents, warrants and agrees that the Assignee shall be entitled to rely on and shall be considered a third party beneficiary of the following covenants, representations and warranties: (i) Lessee's obligations to Assignee hereunder are absolute and unconditional and are not subject to any abatement, reduction, recoupment, defense, offset or counterclaim available to Lessee for any reason whatsoever including, without limitation, operation of law, defect in the Equipment, the condition, design, operation or fitness for use thereof or any loss, taking, destruction or interference with the use of the Equipment or any part thereof, Lessor's default or failure to perform any of its obligations hereunder or for any other cause or reason whatsoever, whether similar or dissimilar to the foregoing (Lessee reserving any of its rights to have separate recourse directly against Lessor on account of any thereof), nor, except as otherwise expressly provided herein, shall this Agreement terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any of the foregoing or for any

other cause whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that the rental, additional rental, and all other sums payable by Lessee hereunder shall continue to be payable in all events and at the times herein provided; (ii) Lessee shall not look to Assignee to perform any of Lessor's obligations hereunder(other than that set forth in Section 5(e) hereof); (iii) Lessee will not amend or modify this Agreement in any material respect without prior written consent of the Assignee; and (iv) Lessee will send a copy to Assignee of each notice which Lessee sends to Lessor.

Upon receipt of notice of such assignment, Lessee agrees to execute and deliver to Lessor an acknowledgement of, or consent to this assignment which may require Lessee to make certain representations or reaffirmations as to some of the basic terms and covenants contained in this Lease or as to the current status of the Lease and the Equipment. Nothing contained in such documentation required by Assignee shall be in derogation of any of the rights granted to Lessee hereunder. Notwithstanding such assignment; (i) Lessor shall not be relieved of any of its obligations hereunder; and (ii) the rights of Lessee hereunder, including its rights under Section (5)e hereof, shall not be impaired.

12. TAX INDEMNITY:

This Lease has been entered into, and the Equipment has been acquired by Lessor, on the basis that Lessor and/or any persons, firms, corporations or other entities to which Lessor transfers or has transferred title to all or any portion of the Equipment (the "Owner") shall be entitled to such deductions, credits and other benefits as are provided to an owner of property (the "Tax Benefits"), including, without limitation, the accelerated cost recovery or depreciation deduction on the Equipment under various Sections of the Internal Revenue Code of 1986, as amended from time to time, (the "Code") based upon such depreciable lives, averaging conventions, methods of depreciation and other accounting methods

as the Owner elects for tax purposes, and the deduction under Section 163 of the Code in the full amount of any interest paid or accrued by the Owner in accordance with the Owner's method of accounting for tax purposes with respect to any indebtedness incurred by the Owner in financing its purchase of the Equipment. (As used herein the term "Owner" includes Lessor in the event Lessor has not transferred title to all the Equipment.) If, as a result of any act or failure to act of Lessee or any physical damage to or loss, the Owner (a) shall lose, have recaptured or disallowed, or not be entitled to the full use of the Tax Benefits, or (b) shall have its tax increased or accelerated on account of recomputation or recapture of such Tax Benefits in any year or years pursuant to the provisions of the Code, (each of the events referred to in (a) and (b) above being referred to as a "Loss") then Lessee shall pay to the Owner, upon demand, a sum which, after deduction therefrom of all federal, state and local income taxes payable by the Owner with respect to the receipt of such sum, shall be sufficient to restore the Owner to the same position the Owner would have been in had such loss not been incurred after taking into account all relevant factors. For the purpose of this Section 12, a Loss shall occur upon the earlier of (1) the payment by the Owner to the Internal Revenue Service of the tax increase resulting from such Loss or (2) the adjustment of the tax return of the Owner to reflect such Loss.

13. INDEMNIFICATION AND WAIVER:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, claims, costs, or expenses (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents or servants (whether or not such person is also indemnified by any other person), in any way relating to or arising out of this Lease

or any documents contemplated hereby, or the performance or enforcement of any of the terms hereof, or in any way relating to or arising out of the Equipment or the acceptance, revocation of acceptance, rejection, return, lease, possession, use, condition, operation, ownership or disposition of the Equipment or any item thereof or any items thereof or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable); provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability resulting from the gross negligence or willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees that, in order to induce Lessor to enter into each lease of Equipment hereunder, and recognizing that Lessor is not the manufacturer of the Equipment, Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature arising directly or indirectly from (and Lessor shall not be in default hereunder as a result of) any inadequacy or deficiency of the Equipment or any defect therein or any delay or failure in providing or delivering the Equipment.

14. TRUE LEASE - SECURITY INTEREST:

It is the intention of the parties hereto that the lease of the Equipment pursuant to each Equipment Schedule be a true lease. However, in the event (and only in the event) that it is finally determined by a court of competent jurisdiction that this Lease does not create a true lease with respect to any Equipment, then the parties agree that, with respect to any such Equipment, Lessee hereby grants to Lessor (effective upon the Installation Date) a purchase money security interest in such Equipment to secure repayment of all amounts due, and the performance of all of Lessee's other obligations, hereunder and under such Equipment Schedule.

15. MISCELLANEOUS:

(a) Neither this Lease nor any consent or approval provided for herein shall be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Agreement shall be governed in all respects by the laws of Ohio, without giving effect to principles of choice of law.

(b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment, and no covenant, condition or other term or provision may be waived or modified orally. No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver by Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of acceptance of such rental payments.

(c) All notices hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, to the address of the other party as set forth herein or to such other address as such party shall have designated by proper notice.

(d) This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of Assignee).

(e) If any term or provision of this Lease or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Lessor is hereby authorized by Lessee to cause this Lease or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment and Lessee agrees to execute and deliver all such instruments at the request of Lessor and that Lessor may execute and deliver such instruments for and on behalf of Lessee.

(g) In the event of any conflict between the terms and conditions of this Lease Agreement and the terms and conditions of any Equipment Schedule, the terms and conditions of such Equipment Schedule shall prevail.

(h) Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of Lessee's parent company's annual audited financial statements within a reasonable time after said statements are available; and copies of any other such regularly prepared periodic financial reports upon Lessor's request therefor.

(i) The obligations which Lessee is required to perform during the term of this Lease shall survive the expiration or other termination of this Lease, to the extent that such obligations remain unperformed as of the expiration or termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LESSOR: ICX CORPORATION

BY: Michael R. Babbitt

TITLE: MICHAEL R. BABBITT
~~SENIOR VICE PRESIDENT~~

LESSEE: LTV STEEL COMPANY, INC.

BY: Guy Goodner

TITLE: Assistant Treasurer

C O R P O R A T I O N

Counterpart No. 1 of three (3) manually executed counterparts. Only the manually executed counterpart numbered "1" is sufficient to transfer Lessor's interest, or to grant a security interest herein.

EQUIPMENT SCHEDULE NO. 018

TO LEASE AGREEMENT NUMBER 816, DATED November 20, 1995 ("Lease") BETWEEN **ICX CORPORATION ("Lessor")** located at **3 Summit Park Drive, Suite 200, Cleveland, Ohio 44131** AND **LTV STEEL COMPANY, INC. ("Lessee")**

1. Equipment:

Qty	Mfr	Model/ Feature	Description	Serial Number

SEE ATTACHED EXHIBIT A

TOTAL EQUIPMENT COST: $630,272.05

2. Equipment Location:

3. Installation Date: November 14, 1997. If this space is not completed, the Installation Date shall be:

(a) in the case of Equipment which is the subject of a sale and leaseback between Lessor and Lessee, the date upon which Lessor purchases such Equipment from Lessee; or

(b) in the case of Equipment requiring installation, the earlier to occur of the following: (i) the date determined by the manufacturer or installing maintenance organization to be the date of installation; or (ii) the seventh (7th) day following delivery of the Equipment to the location (or to each location, if more than one) set forth in Paragraph 2 hereof.

4. Commencement Date: December 1, 1997

5. Initial Term: 28 Quarters (In Arrears)

6. Quarterly Rental: $19,315.95

Exhibit C to a Security Agreement dated 2-2098 between ICX Corporation as a Debtor and Phoenixcor Inc. as Secured Party.

7. Lessor's Obligations: Lessor's obligations under this Equipment Schedule are subject to: (a) there being no tax legislation enacted prior to the Installation Date which would have an adverse effect on the rights or anticipated benefits to Lessor or any Assignee; and (b) there being, in Lessor's sole discretion, no material adverse change in the financial condition of the Lessee prior to the later of: (x) the Installation Date; and (y) the Commencement Date.

8. Rental Adjustment: On or prior to the Commencement Date, the aforesaid Quarterly Rental shall be adjusted (but shall remain fixed during the term of the Lease) so that the present value of the Quarterly Rental payments plus the applicable purchase option (using as a discount rate the average of 7 year United States Treasury obligations as announced in the Wall Street Journal for the five (5) business days immediately following the Reference Date) is equal to the present value of the aforesaid Quarterly Rental payments plus the applicable purchase option (discounted at the rate of 5.97%). For purposes of this Schedule, the Reference Date shall be the fifteenth (15th) calendar day preceding the Commencement Date.

9. Lease Agreement: All of the terms, covenants and conditions set forth in the Lease are incorporated herein by reference as if the same had been set forth herein in full.

LESSOR: ICX CORPORATION	**LESSEE: LTV STEEL COMPANY, INC.**
By: Michael R. Babbitt	By: J C Skank
Title: Sr. Vice President	Title: VP and TREASURER
Date: 11/21/97	Date: November 14, 1997

CONFIRMATION

The parties hereby confirm that no covenant, condition or other term or provision hereof or of the Lease may be modified, and that no obligation or default hereunder or under the Lease may be waived, except in writing signed by both parties.

LESSOR: ICX CORPORATION	**LESSEE: LTV STEEL COMPANY, INC.**
By:	By: J C Skank

EXHIBIT A TO
EQUIPMENT SCHEDULE NO. 018
TO LEASE AGREEMENT NO. 816

QTY.	MFR.	MODEL/ FEATURE	DESCRIPTION	SERIAL NUMBER
1	EMD	GP38-2	REBUILT LOCOMOTIVE	7357-5 ex DRGW

EQUIPPED AS FOLLOWS:

REMANUFACTURED ENGINE, ALL WHEELS TO BE NEW, NEW COBRA COMPOSITION BRAKE SHOES, BRAKE HEADS MUST ACCEPT LTVSMC COBRA BRAKE SHOES, BENT OR OFF RUNNING SHES AND RIGGING TO BE REPAIRED, BAD ORDER PEDESTAL LINERS REPLACED WHEN CRACKED OR OUT OF LIMITS, TRACTION MOTORS INSPECTED AND REBRUSHED AS NECESSARY, MOTOR SUPPORTS, WICKS AND J-BOXES WILL BE SERVICED AND INSPECTED, GEAR CASE LEVERAGE DEEMED EXCESSIVE WILL BE CORRECTED AND ALL RELUBED PER STANDARDS, SANDER AT PRESENT COMBINATION BETWEEN SINGLE AND INBOARD WILL BE REPAIRED IN KIND, CENTER BEARING AND SIDE BEARING CLEARANCES TO BE WITHIN SPECIFICATION, TRUCKS CLEANED AS NECESSARY, THE APPROPRIATE BRAKE VALVES FOR USE WITH HIGH FRICTION COBRA COMPOSITION BRAKE SHOES LOCOMOTIVES THAT ORIGINALLY USED A CAST METAL BRAKE SHOE WILL TEND TO SKID THE WHEELS WITH COBRA SHOES, UNLESS THE BRAKING FORCE IS REDUCED

MAIN GENERATOR/ALTERNATOR:

ELECTRICALLY QUALIFIED FOR SERVICE, BRUSHES RENEWED AS REQUIRED, COMMUTATORS TO MEET SPECIFICATION, INTERIOR CLEANED AS PRACTICAL, ARMATURE BEARING MONITORED FOR NOISE

ELECTRICAL SYSTEM:

NEW DASH-2 CABINET EQUIPPED WITH Q-TRON MICROPROCESSOR COMPUTER TO THE HIGH VOLTAGE CABINET TO BE INSTALLED TO INCLUDE A COMPLETE REWIRE OF THE LOW AND HIGH VOLTAGE USING "EXANE" WIRE AND CABLE, FREE LOCOMOTIVE OF GROUNDS, SYSTEM FUNCTION TEST ALL CIRCUITS, CYCLE AND RECALIBRATE TRANSMISSION CIRCUITS, INSTALL NEW BATTERIES, SET VOLTAGE REGULATOR, APPLY ALL MISSING COVERS, APPLY ALL LIGHT BULBS AS NECESSARY, LOAD TEST SYSTEM, REPLACE BRUSHES AS REQUIRED

AIR SYSTEM:

PERFORM A FRESH 92 DAY INSPECTION PER FRA REQUIREMENTS, INSPECT AIR COMPRESSOR FOR PUMPING OIL, REPAIR AS NECESSARY, RENEW AIR INTAKE FILTERS

COOLING SYSTEM:

INSPECT ALL LEAKS WHILE UNDER HYDRO TEST AND CORRECT DEFECTS, LOAD TEST AND MONITOR ALL SYSTEMS

LUBE OIL SYSTEM:

REPAIR LEAKS AS NECESSARY, LOAD TEST AND MONITOR TEMPERATURE DIFFERENCE ON LUBE OIL COOLER

FUEL SYSTEM:

60 LB. TEST ENGINE FUEL LINES AND INJECTORS FOR LEAKAGE, CHANGE ALL FILTERS

ENGINE AIR FILTERS:

RENEW ALL FILTERS ON AIR INTAKE, CARBODY FILTERS IF EQUIPPED WILL BE RENEWED

LOAD TEST:

DO STANDARD FOUR HOUR LOAD TEST, ADJUST AND CORRECT DEFECTS

PAINTING:

INTERIOR AND EXTERIOR TO BE STEAM CLEANED, UNIT TO BE SANDBLASTED AND PRIMED, UNIT TOP BE PAINTED TO LTV STEEL MINING COMPANY SPECIFICATIONS,

MISCELLANEOUS ITEMS:

SNOW PLOW MOUNTED ON FRONT OF LOCOMOTIVE, INSTALL FRONT DITCH LIGHTING, IMPROVED REDUCE SLIP CONTROL, INSTALLATION OF NEW ROOF MOUNTED AIR CONDITIONING SYSTEM, INSTALLATION OF NEW EVENT RECORDER SYSTEM WITH COMPUTER DOWNLOAD, EVENT RECORDER QUANTUM MODEL Q1065 AND DIGITAL SPEED INDICATOR QUANTUM MODEL Q1820 DUAL RANGE, INSTALLATION OF TOILET IN SHORT HOOD, INSTALLATION OF EXTENDED RANGE DYNAMIC BRAKING, ALL NEW WIRING, INSTALLATION OF AIR DRYER SYSTEM, TRUCKS TO BE EQUIPPED WITH CLASP BRAKE, STRAIGHT AIR CONTROL AND PIPING PER LTVSMC DRAWING

QTY.	MFR.	MODEL/ FEATURE	DESCRIPTION	SERIAL NUMBER
			INSTALL TSM FLANGE LUBRICATOR	
			RELOCATE AIR FLOW INDICATOR	
			WIRE ALARM INDICATOR LIGHT TO CONTROL STAND	
			APPLY TOOL BOX IN LONG HOOD	
			INSTALL ALERTER SYSTEM	
			APPLY REFRIGERATOR	
			APPLY TWO BAY WINDOWS	
			APPLY TWO LUNCH TABLES	
			APPLY 1/2" RAL ON GAUGE AREA FOR COFFEE CUP	
			APPLY NEW ARBORON CAB FLOOR	
			INSTALL RETENTION TANK	

FIRST ADDENDUM
TO EQUIPMENT SCHEDULE NO. 017 OF
LEASE AGREEMENT NO. 816 DATED NOVEMBER 20, 1995 (THE "LEASE")
BETWEEN LTV STEEL COMPANY, INC. ("LESSEE") AND
ICX CORPORATION ("LESSOR")

LEASE END OPTIONS

The undersigned parties agree that Lessee shall, at the end of the initial term or any extension or renewal of the Lease, have the option to do any one of the following:

1. Option to Extend or Purchase. Provided that Lessee is not then in default under the Lease, nor, but for the passage of time or giving of notice or both, would be in default thereunder, Lessee may, by giving Lessor at least 180 days irrevocable written notice of its intention to do so:

a. Purchase all of the Equipment for its fair market purchase value not to exceed 48% of the original Equipment Cost. Upon receipt of payment in full, Lessor shall immediately deliver appropriate documents to Lessee vesting in Lessee unencumbered title to the Equipment. Lessee will take the Equipment "as is" "where is."

b. In lieu of purchasing the Equipment, renew the lease of all the Equipment pursuant to the terms of the Lease for such period as the parties hereto may agree (but not less than 12 months), at the fair market rental value for such period. Upon conclusion of such renewal term, the lease will automatically renew on a month-to-month basis at the said rental until terminated by either party upon at least 180 days written notice.

For purposes hereof, the terms "Fair Market Rental Value" and "Fair Market Purchase Value", shall mean an amount equal to the value which would be obtained in an arm's-length retail transaction between an informed and willing lessee or purchaser, and an informed and willing lessor or seller, as the case may be, (other than a lessee currently in possession or a used equipment dealer) neither being under any compulsion to purchase, sell, or lease, assuming that, as of the date of the subject fair market value determination, the Equipment is in a condition at least as good as required under this Lease with respect to return or maintenance thereof.

If the parties cannot agree on the fair market purchase value or fair market rental value of the Equipment, the parties shall select an independent appraiser knowledgeable about the Equipment and the said value shall be determined by said appraiser. If the parties cannot agree on such an appraiser, the parties shall each select an independent appraiser knowledgeable about the Equipment and the appraisers shall select a third such appraiser. The fair market purchase value or fair market rental value of the Equipment (as the case may be) shall be the average of the independent written appraisals submitted by each of the three appraisers. All appraisal costs shall be borne equally by the parties.

2. Return of the Equipment. Lessee may return all of the Equipment to Lessor in conformity with the applicable provisions of the Lease.

3. Automatic Renewal. Lessee may permit the Lease to automatically renew for the term or terms set forth in the Lease in conformity with the applicable provisions of the Lease.

LESSOR: ICX CORPORATION	LESSEE: LTV STEEL COMPANY, INC.
By: Michael R. Babbitt	By:
Title: Sr. Vice President	Title: VP and TREASURER
Date: 11/21/97	Date: November 14, 1997

Second Addendum To
Equipment Schedule No. 018 Of
Lease Agreement No. 816 Dated November 20, 1995
(The "Lease") Between LTV Steel Company, Inc.
("Lessee") And ICX Corporation ("Lessor")

Use, Maintenance and Return Supplement
for Locomotives

This Addendum is entered into between Lessor and Lessee as a supplement to Section 5 of the Lease. To the extent any terms of this Addendum conflict with any terms of the Lease, the terms and conditions of this Addendum shall prevail. Except as otherwise expressly modified herein, the terms and conditions of the Lease shall continue in full force and effect.

Lessor and Lessee hereby agree that the Equipment shall be subject to the following terms and conditions:

1. Use.

a. The Lessee agrees to comply with all Applicable laws (including, without limitation, the Applicable Laws of DOT, STB, EPA and the FRA and the current Field Manual for the AAR Interchange Rules or supplements thereto of the Mechanical Division of the AAR) as the same may be in effect from time to time) (collectively, the "Interchange Rules") with respect to the use and maintenance of the Equipment subject to this Lease.

b. The Lessee shall be entitled to possession of the Equipment in the general operation of the Lessee's business in the continental United States; provided, however, that Lessee shall not (i) locate, or permit to be located, any Equipment in areas excluded from coverage by any insurance policy required to be maintained pursuant to the Lease or (ii) located, or permit to be located, any Equipment outside of the continental United States.

c. Lessee warrants that the Equipment will be operated in a manner and for the purpose for which it was designed.

d. Lessee shall not use or permit the use of any item of Equipment for the loading, hauling, storage or other handling of any corrosive, hazardous, toxic or radioactive substance or material or waste.

2. Maintenance and Repair.

a. Lessee, at its expense and risk, will maintain and repair Equipment (i) in at least the standard of similar Equipment operating on Class I railroad, (ii) in accordance with maintenance requirements of insurance policies covering such Equipment (if any), and (iii) in compliance, in all material respects, with all applicable laws and regulations, including any applicable Interchange Rules, Department of Transportation, Federal Railroads Administration and Interstate Commerce Commission as applicable to continued use by Lessee. All damaged or broken parts shall be promptly repaired according to the manufacturer's specifications. The Equipment shall at all times be mechanically and structurally sound and capable of performing the functions for which the Equipment was designed in accordance with the manufacturer's recommendations.

b. The Lessee shall not modify the Equipment in any manner which will decrease the fair market value, utility or remaining useful life of such Equipment. All parts at any time removed from the Equipment shall remain the property of Lessor and subject to this Lease, no matter where located, until such time as such parts shall be replaced by parts that have been incorporated or installed in or attached to the Equipment and that meet the requirements subject to this Lease.

c. Lessee shall keep and maintain for each item of Equipment maintenance records, logs, repair orders and other similar documents. Lessor or its agents shall have free access to inspect all such materials at all reasonable times.

3. Return Conditions.

a. At least 30 days prior to return of the Equipment, but in no event earlier than 60 days prior to return, Lessee shall at its sole expense have an original manufacturer equipment dealer service representative or other similarly qualified equipment maintenance representative acceptable to Lessor provide Lessor a written condition report based on such representative's comprehensive physical inspection of the Equipment.

b. At the expiration or earlier termination of this Lease, Lessee, at its own risk, cost and expense, deliver possession of such Equipment to the Lessor to any point designated by Lessor, within the continental United States by available rail, no later than ten days after such period, to Lessor at the location specified by Lessor as provided in the Lease. Upon its return, the general condition of the Equipment shall be such that all operating components will be able to perform their operating function as originally intended and specified by the manufacturer. Further, the Equipment shall be in compliance with all applicable federal, state and local safety standards and regulations. The Lessee shall bear the cost of any necessary dissembling of the Equipment and of its reassembly at its final destination. Without limiting the foregoing, upon its return, the Equipment must satisfy the following specific return conditions:

i) The Equipment shall be free of all logos, advertising or other insignia or identifying marks placed on the Equipment by Lessee.

ii) The Equipment shall meet the standards (including all safety and environmental standards) then in effect for railroad equipment of the same type and remanufactured age as the Equipment, and shall be eligible for unrestricted use under load in interchange, under the Interchange Rules and the Applicable Laws of any Governmental Authority with jurisdiction.

iii) The Equipment's interior (including without limitation floors, walls, ceiling, doors, electrical cabinets, control stand and lavatory), exterior (including without limitation car body, walkways, stairs, doors, ladders, stanchions, handrails, battery box, snow plow pilot blade, engine compartment, main generator compartment, equipment rack compartment, engine and cab roof, trucks, couplers, collection tank and fuel tanks) will be free of all material rust or other metal corrosion which requires metal replacement (in Lessor's reasonable discretion) in order to permit Lessor to promptly re-lease such Equipment on a "net lease" basis in an arms-length transaction to a commercially viable railroad in accordance with then prevailing market standards.

iv) The fuel tanks, will be dent, damage and graffiti free prior to and after being placed in storage.

v) No wheel shall have any flat spot and each such wheel shall have either (I) a rim thickness of at least 1 1/2", a maximum flange height of 1 3/8" and minimum flange width of 1 1/8" or (II) a rim thickness of at least 1 3/8", flange height of no more than 1 1/4", and flange width of at least a 1/4.

vi) All of the microprocessors on the Equipment shall be fully functional and the related display monitors clean, readily legible, free of cracks and intact.

vii) All cylinder liners on such Equipment shall be either cast iron or laser hardened upper bore (no chrome cylinder liners shall be permitted).

viii) Lessee shall have washed the exterior of the Equipment, cleaned the interior cab and toilet areas, and steam cleaned the engine compartments, immediately prior to placing such Equipment in storage for return to Lessor.

ix) The Equipment shall be returned in a condition which makes it salable for use in commercial service at its originally rated horsepower.

x) All hydraulics and mechanical systems, lines, pumps, valves, belts and other components shall be free of any leak, cut or crack which, consistent with prudent industry practice, would require that such components be repaired or replaced, and shall operate as designed.

xi) All manufacturer-provided catalogues and manuals and all maintenance records, repair orders and similar documents shall be delivered with the Equipment to Lessor.

c. If the Equipment fails to satisfy the return conditions at the expiration or earlier termination of the Lease, the Lease shall be automatically extended until Lessee causes the Equipment to satisfy the return conditions provided herein and during such holdover period, Lessee shall pay rental to Lessor and be liable to Lessor for damages as provided in Lease. Lessee shall promptly undertake such actions as necessary to satisfy the return conditions.

4. Storage. Lessee shall cooperate with Lessor's efforts to sell the Equipment at the expiration or earlier termination of the Lease including, without limitation, permitting potential users or buyers access to inspect the Equipment during normal business hours upon Lessor's request. Upon Lessor's written request, Lessee shall store any item of Equipment without charge to Lessor in a manner consistent with manufacturer recommendations for a period not to exceed 180 days following the expiration of the Lease.

IN WITNESS WHEREOF, the parties have executed with Addendum as of the date first written above.

ICX CORPORATION, Lessor	LTV STEEL COMPANY, INC., Lessee
By: Michael R. Babbitt	By:
Title: Sr. Vice President	Title: VP and TR
Date: 11/21/97	Date: November 14, 1997

EXHIBIT D

Charter One Bank, F.S.B.
1215 Superior Avenue
Cleveland, Ohio 44114

EXHIBIT E TO SECURITY AGREEMENT

(LETTERHEAD OF TRANSFEREE)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Gentlemen:

Reference is made to the Security Agreement, dated as of _____ _____, (the "Security Agreement"), between XXXXXXXXXXXXXXXXXXXXXXXXXXXX (the "Lender"), and ICX CORPORATION ("ICX"). Terms used herein and not otherwise defined shall have the meanings specified in the Security Agreement, a copy of which is attached hereto as Exhibit A.

_____, (the "Transferee") and ICX have entered into a purchase agreement, dated as of _____, 19__, ICX sold the Equipment described on Lease Schedule No. ___ hereto (the "Equipment") to the Transferee and assigned to the Transferee its rights under Lease Schedule No. _____, dated _____, 19__ to the Master Lease dated _____, 19___ (the "Master Lease") between ICX, as Lessor, and _____, as Lessee (such Lease Schedule, with the Master Lease as it relates hereto, collectively, the "Lease"), or sold the Equipment to the Transferee subject to such rights.

Pursuant to the Security Agreement, ICX has granted to the Lender a first security interest in all its rights and interests in and to the Equipment, the Lease Schedule No. ____ and the Master Lease as it pertains to Lease Schedule No. ____, except as otherwise provided therein, to secure ICX's obligations to the Lender under the Security Agreement and under the Note. In order to comply with the requirements of Section 2(ix) of the Security Agreement, the Transferee hereby covenants and agrees with the Lender as follows:

(1) Grant of Security Interest to Lender. To secure ICX's obligations to the Lender under the Security Agreement and the Note, the Transferee hereby grants to the Lender a security interest in the Lease Schedule No. ___, the Equipment and all its rights, title and interests in the Master Lease as it relates to Lease Schedule No. __ , and any substitutions therefore, such security interest having priority over any other interest of the Transferee in the Lease Schedule No. ____, the Equipment and the Master Lease as it relates to Lease Schedule No. ____, or any substitutions therefore; provided,

however, that nothing contained herein shall constitute or be deemed to constitute any release of ICX from any of its obligations, or a waiver by the Transferee of any rights or remedies it may have against ICX, under the purchase agreement or otherwise, provided, however, that the exercise by the Transferee of any and all such rights and remedies will not disturb the validity, priority or perfection of the security interest of the Lender in and to the Lease Schedule No. ____, the Equipment and the Master Lease as it relates to Lease Schedule No. _____. Upon the occurrence of an Event of Default under the Security Agreement or the Note, the Lender shall, except as otherwise provided herein, have the same remedies hereunder with respect to the Lease Schedule No. ____, the Equipment and the Master Lease as it relates to Lease Schedule No. ____ as are provided with respect to the Collateral by the Security Agreement and by law and such remedies shall be exercisable simultaneously with those with respect to the security interest granted to the Lender by ICX under the Security Agreement. Upon full payment of the Note and satisfaction of ICX's obligations thereunder and under the Security Agreement, the Lender agrees to execute and deliver to the Transferee such releases, termination statements or other documents reasonably requested by the Transferee as may be necessary or desirable to evidence such satisfaction.

(2) Acknowledgment of Lender's Security Interest. In order to preserve and protect the security interest granted to the Lender under the Security Agreement and this Agreement, the Transferee hereby (i) acknowledges the execution and delivery of the Security Agreement of ICX; (ii) waives any objection to the enforceability thereof; (iii) recognizes the security interests granted to the Lender thereby; (iv) agrees that the Transferee's ownership interest in the Equipment and its interest in the Lease Schedule No. ____ and the Master Lease as it relates to Lease Schedule No. ____ shall in all respects be further subject and subordinate to the security interest granted to the Lender by the Security Agreement and this Agreement; (v) agrees that the Lender may, without affecting Transferee's agreements and obligations hereunder or the security interest granted to the Lender under the Security Agreement and this Agreement, renew or change the terms of any liability of ICX under the Security Agreement or the Note, waive any rights or remedies of Lender under either thereof, of exchange or surrender any other property of ICX pledged by ICX to secure the obligations of ICX under either thereof; (vi) agrees that the security interests granted to the Lender under the Security Agreement and this Agreement shall not be affected by any discharge or release of ICX from any liability under the Security Agreement or the Note except any such discharge or release resulting from payment in full to the Lender of all such liabilities; and (vii) to the extent deemed necessary or desirable by the Lender, agrees that it shall execute and deliver to the Lender, for the purpose of further perfecting or confirming the security interests of the Lender created by the Security Agreement and this Agreement, financing statements, and from time to time, continuation statements, under the Uniform Commercial Code with respect to the security interests created by the Security Agreement and this Agreement.

(3) Representations, Warranties and Agreements of the Transferee. The Transferee represents and warrants that:

(a) The Transferee has, on the date hereof, the same title to the Equipment as was conveyed to it by ICX. The Transferee has not taken, or failed to take, nor will it take or omit to take, any action which would result in the imposition of a lien on the Equipment, other than Permitted Encumbrances and the liens of the Lender pursuant to the Security Agreement and this Agreement.

(b) The Transferee has filed all tax returns required to be filed by it and is not in default in the payment of any taxes levied or assessed against it or any of its assets.

(c) The Transferee has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; the execution and delivery of this Agreement and the performance of the Transferee's obligations hereunder have been duly authorized by all necessary corporate action on the part of the Transferee; and this Agreement constitutes the valid and binding agreement and obligation of the Transferee, enforceable against the Transferee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws relating to or affecting creditor's rights generally.

(d) The Transferee's chief executive office is located at the address set forth above, and the Transferee will give the Lender at least 30 days prior written notice of any change in the location of its chief executive office.

(4) Transfer of Collateral. The Transferee hereby agrees that it shall not, after the date hereof, transfer its interest in the Equipment unless the Transferee's transferee shall have executed and delivered to the Lender a letter in form and content substantially identical to this letter.

(5) Miscellaneous. All notices hereunder shall be in writing and shall be delivered or mailed by first class, registered or certified mail, postage prepaid, addressed to the parties at their respective addresses first set forth above, or at such other address as either party hereto shall have designated by written notice, as aforesaid, to the other. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and

assigns of the parties hereto. This Agreement may be executed in two or more counterparts, each of which when so executed shall be an original, but all of which shall constitute one and the same instrument.

Very truly yours,

(Name of Transferee)

By:_____

Name:_____

Title:_____

Agreed as of the date first above written:

XXXXXXXXXXXXXXXXXXXXXXXXXXX

By:_____

Name:_____

Title:_____