

DONÉLAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 850

1275 K STREET, N. W.

WASHINGTON, D. C. 20005-4078

TELEPHONE: (202) 371-9500

TELECOPIER: (202) 371-0900

14993-E  
RECORDING UNIT  
FILED 1425

MAY 21 1992 -9 31 AM

INTERSTATE COMMERCE COMMISSION

MAY 21 9 13 AM '92  
MOTOR OPERATING UNIT

May 21, 1992

Recordation No. 14993-E

Dear Mr. Strickland:

On behalf of State Street Bank and Trust Company, a Massachusetts banking corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment to and Appointment of Successor Trustee, dated as of March 1, 1992, ("Assignment").

The parties to the enclosed Assignment are:

Federal Deposit Insurance )  
Corporation, as Receiver for The )  
New Connecticut Bank and )  
Trust Company, National Association )  
c/o State Street Bank and Trust )  
Company of Connecticut, National )  
Association )  
750 Main Street )  
Suite 1114 )  
Hartford, Connecticut 06103 )

For Indexing As  
ASSIGNOR

State Street Bank and )  
Trust Company, a )  
Massachusetts banking )  
Corporation )  
c/o State Street Bank and )  
Trust Company of Connecticut, )  
National Association )  
750 Main Street )  
Suite 1114 )  
Hartford, Connecticut 06103 )

For Indexing as  
ASSIGNEE

The said Assignment covers the assignment of certain trust business of the former The New Connecticut Bank and Trust Company, National Association, to State Street Bank and Trust Company, a Massachusetts banking corporation, and the appointment thereof as successor trustee as covered by, among others, the document(s) recorded under the above-captioned Recordation No. and subparts, if any, thereof, and should be filed under the next available letter as indicated under the Recordation No. captioned above.

There are no units of equipment covered per se in the Assignment, but the said Assignment relates to all equipment covered under the Recordation No. captioned above and subparts, if any, thereof.

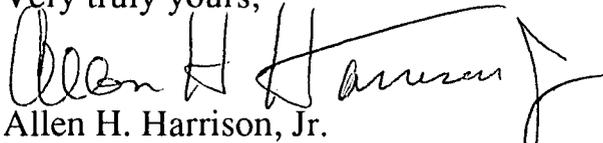
A short summary of the Assignment to appear in the ICC Index is as follows:

“Successor Trustee”

A check, including the amount of sixteen dollars (\$16.00) in payment of the instant filing fee, is tendered.

Once the filing has been made, please return to bearer the stamped counterpart of the Assignment not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.

Attorney for the purpose of this filing  
for State Street Bank and Trust  
Company, a Massachusetts banking  
Corporation.

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
Enclosures

BY HAND

14993-E

REGISTRATION NO. 14993-E  
MAY 21 1992 - 9 15 AM  
INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT TO AND APPOINTMENT OF SUCCESSOR TRUSTEE**

This ASSIGNMENT TO AND APPOINTMENT OF SUCCESSOR TRUSTEE, dated as of March 1, 1992, is between Federal Deposit Insurance Corporation, as Receiver of The New Connecticut Bank and Trust Company, National Association, and State Street Bank and Trust Company, a Massachusetts banking corporation, hereinafter together referred to as "Parties."

WHEREAS, The Connecticut Bank and Trust Company, National Association ("CBT") engaged in certain corporate trust business generating documents filed and recorded under 49 U.S.C. § 11303 with the Interstate Commerce Commission ("CBT ICC Corporate Trust Business"); and

WHEREAS, CBT was placed in receivership with the Federal Deposit Insurance Corporation ("FDIC") on January 6, 1991; and

WHEREAS, the FDIC, in its capacity as Receiver of CBT, did transfer, among other things, substantially all of the CBT ICC Corporate Trust Business to The New Connecticut Bank and Trust Company, National Association ("New CBT"), a "bridge bank", pending the sale of the said New CBT; and

WHEREAS, New CBT was placed in receivership with the FDIC on July 13, 1991; and

WHEREAS, FDIC as Receiver of New CBT, effective as of July 14, 1991, did assign to State Street Bank and Trust Company ("SSB"), and appoint

SSB as successor under the CBT ICC Corporate Trust Business that was not otherwise disposed of by close of business September 3, 1991; and

WHEREAS, effective as of July 14, 1991, ab initio, SSB became the successor under all CBT ICC Corporate Trust Business not otherwise disposed of by close of business September 3, 1991; and

WHEREAS, the transactions under the CBT ICC Corporate Trust Business that SSB succeeded to are identified by the ICC Recordation Nos. listed in Schedule A attached and made a part hereof;

NOW THEREFORE, in consideration of the mutual covenants herein between the Parties, and as set forth herein by reference, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the need to place of record the aforesaid succession in and among certain records maintained by the ICC under 49 U.S.C. § 11303, the Parties agree as follows:

1. SSB is, nunc pro tunc, as of July 14, 1991, the successor to the CBT ICC Corporate Trust Business only as covered by those certain transactions listed and identified by the Interstate Commerce Commission Recordation Nos. in Schedule A attached hereto.

2. This Assignment to and Appointment of Successor Trustee shall be governed by the laws of Massachusetts; provided, however, that the Parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to and Appointment of Successor Trustee to be executed in their respective names, by officers thereof duly authorized, or through a power of attorney duly authorized, all as of the date first written above.

FEDERAL DEPOSIT INSURANCE CORPORATION, As Receiver for The New Connecticut Bank and Trust Company, National Association

STATE STREET BANK AND TRUST COMPANY, a Massachusetts banking corporation

By:   
Name: Lese Amato  
Title: Attorney in Fact

By:   
Name: Lese Amato  
Title: Vice President

SCHEDULE A

LIST OF TRANSACTIONS BY ICC RECORDATION NOS.,  
INCLUDING WITHOUT LISTING, WHERE APPLICABLE, SUBPARTS  
THEREOF, WHEREIN STATE STREET BANK AND TRUST COMPANY,  
A MASSACHUSETTS BANKING CORPORATION IS SUCCESSOR TO  
THE NEW CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION

ICC RECORDATION NOS.

VENDOR BOOK

VENDEE BOOK

Record  
No.

Record  
No.

8103  
8959  
8987  
8990  
9027  
9092  
9237  
9347  
9438  
9505  
9539  
9588  
9736  
9789  
9790  
9882  
9920  
10041  
10163  
10184  
10210  
10235  
10255  
10273  
10298  
10349  
10359  
10409  
10410

9172  
9589  
9737  
9921  
10185  
10236  
10350  
10360  
10361  
10378  
10407  
10408  
10411  
10412  
10650  
10748  
10749  
10772  
11097  
11098  
11373  
11401  
11476  
11602  
11662  
11735  
11889  
11891  
11893

SCHEDULE A continued

VENDOR BOOK

Record  
No.

10530  
10750  
11198  
11218  
11371  
11372  
11412  
11438  
11439  
11440  
11441  
11524  
11890  
11892  
11908  
11932  
11935  
12136  
12596  
12779  
12782  
12876  
12943  
12944  
12989  
13050  
13159  
13274  
13401  
13402  
13403  
13404  
13405  
13406  
13407  
13581  
13678  
13680  
13852  
13861  
13864  
14089  
14136  
14244  
14245  
14450  
14476

VENDEE BOOK

Record  
No.

11936  
11975  
12038  
12135  
12137  
12276  
12556  
12687  
12756  
12777  
12778  
12780  
12781  
12810  
12875  
12877  
12984  
13049  
13051  
13060  
13137  
13156  
13157  
13158  
13160  
13361  
13399  
13441  
13628  
13846  
13865  
13881  
14241  
14396  
14518  
14848  
14993  
16917  
16918

WHEREAS it is desired to secure to the holders of the Trust Certificates the payment of the principal and interest thereon as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

## ARTICLE ONE

### Definitions

SECTION 1.01. Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified:

Affiliate of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under common control with, such corporation. For the purposes of this definition, control (including controlled by and under common control with), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Business Day shall mean a calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in either Toronto, Ontario, Canada, or New York, New York, are authorized or obligated by law to remain closed.

Company shall mean Procor Limited, a Canadian corporation (whose chief place of business and chief executive office is currently located at 2001 Speers Road, Oakville, Ontario, Canada) and any successor or successors to it complying with the provisions of 4.09.

Corporate Trust Office shall mean the office of the Trustee, at which the corporate trust business of the Trustee relating to this transaction shall, at the time in question, be administered, which office is, on the date of execution of this Agreement, located at The Royal Trust Tower, Toronto, Dominion Center, King and

Bay Streets, Toronto, Ontario, Canada, attention of Corporate Trust Services.

Cost, when used in respect of Equipment not built by the Company or any Affiliate of the Company, shall mean the actual cost thereof to the Company and, in respect of Equipment built by the Company or any such Affiliate, shall mean an amount not in excess of "car builder's cost", including direct cost of labor, material and overhead but excluding the overhead of the Company's corporate headquarters and any manufacturing profit.

Default shall mean

(1) any Event of Default; and

(2) the occurrence and continuance of an event which, with the giving of notice or the passage of time or both, could constitute an Event of Default.

The Company shall "be in Default" if a Default shall have occurred and be continuing.

Deposited Cash shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 and, when required or indicated by the context, any Investments purchased by the use of such proceeds pursuant to the provisions of Section 8.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 4.04(B)(1)(b) and on deposit with the Trustee.

Equipment shall mean standard-gauge railroad tank cars and covered hopper cars, which tank cars and covered hopper cars are rolling stock used or intended for use in connection with interstate commerce with an estimated useful life extending to at least May 1, 2001; provided, however, that in the case of Equipment sold to the Trustee pursuant to Article Three, it shall not include any railroad equipment first put into use prior to December 1, 1984, and in the case of Equipment sold to the Trustee pursuant to Article Four, it shall not include any railroad equipment first put into use prior to May 1, 1981.

Event of Default shall mean any event specified in Section 5.01 to be an Event of Default.

The word holder, when used with respect to Trust Certificates, shall include the plural as well as the singular number.

Investments shall mean (a) bonds, notes or other direct obligations of the United States of America or obligations for which the full faith and credit of the United States is pledged to provide for the payment of the interest and principal and which mature within one year of the date of purchase and (b) open market commercial paper of any company incorporated and doing business under the laws of the United States of America or one of the States thereof given a rating of "A-1" or "A-2" by Standard & Poor's Corporation or "prime-1" or "prime-2" or better by NCO/Moody's Commercial Paper Division of Moody's Investors Service, Inc. or an equivalent rating by a successor thereto or a similar nationally recognized rating service substituted therefor.

Officers' Certificate shall mean a certificate signed by the Chairman of the Board, or the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary of the Company.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee and who may, unless in a particular instance the Trustee shall otherwise require, be an employee of or counsel to the Company. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Owner shall mean the manufacturer or other person transferring title to any of the Equipment to the Trustee.

Penalty Rate shall mean 10-7/8% per annum.

Purchase Agreement shall mean the Purchase Agreement dated as of May 15, 1986, among the Company, Union and the Purchasers listed in Annex I thereto.

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than 10 days prior to the date of delivery to the Trustee and signed on behalf of the

Company by the Chairman of the Board, the President, a Vice President or the Treasurer of the Company.

Trust Certificates shall mean the Equipment Trust Certificates issued hereunder.

Trust Equipment shall mean all Equipment at the time subject to the terms of this Agreement.

Trustee shall mean The Royal Trust Company, and, subject to the provisions of Article Eight, any successor as trustee hereunder.

Union shall mean Union Tank Car Company, a Delaware corporation (whose chief place of business and chief executive office currently is located at 39 South La Salle Street, Chicago, Illinois 60603), and any successor or successors to it complying with the provisions of Section 4.09.

Value, as used herein, shall mean an amount determined as follows:

(1) the Value of any unit of Trust Equipment assigned or transferred by the Trustee as provided in Section 4.07, and as used in Sections 4.08, 5.01 and 6.04 in respect of Trust Equipment, shall be deemed to be the greater of (a) the fair value thereof or (b) the Cost thereof (as theretofore certified to the Trustee) less 1/20 of such Cost for each full year elapsed between the date such unit was first put into use (as theretofore so certified) and the date as of which Value is to be determined;

(2) the Value of any unit of Equipment conveyed to the Trustee as provided in Article Three and in Section 4.07 shall be deemed to be the lesser of (a) the fair value thereof or (b) the Cost of such unit or, in the case of any unit of Equipment not new, the Cost thereof, less 1/20 of such Cost for each full year elapsed between the date such unit was first put into use and the date of the transfer thereof to the Trustee.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

## ARTICLE TWO

### Trust Certificates and Issuance; Interests Represented and Maturity

#### SECTION 2.01. Issuance of Trust Certificates.

Upon the sale of any of the Trust Certificates, an amount equal to the principal amount of the Trust Certificates so sold shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee.

Thereupon without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Trust Certificates which shall be executed and delivered by the Trustee under this Section shall not exceed the Total Authorized Issue specified in the form of Trust Certificate, and the aggregate principal amount represented by all the Trust Certificates shall be payable as hereinafter set forth.

SECTION 2.02. Interests Represented by Trust Certificates; Interest Payments; Maturity. Each of the Trust Certificates shall represent an interest in the principal amount therein specified in the trust created hereunder. The Trust Certificates shall bear interest at 8-7/8% per annum and shall be payable as follows: principal and interest payments shall be paid in 30 consecutive semiannual installments on May 1 and November 1 in each year commencing November 1, 1986, calculated so that the amount of principal and interest payable on each such date shall be substantially in proportion to the amount of principal and interest set forth in respect of such date in Schedule II hereto and such installments of the principal shall completely amortize the principal amount of the Trust Certificates. The Trustee shall furnish to each holder of Trust Certificates at the time of issuance thereof a schedule showing the payments of principal and interest to be made thereon. Interest on the Trust Certificates shall accrue from the date of original issue and shall be calculated on the basis of a 360-day year of twelve 30-day months, except that interest payable on November 1, 1986, shall be calculated on the basis of the actual days elapsed in a year of 365 days. Interest shall be payable on overdue installments of principal and interest at the Penalty Rate.

Payment of the principal of, and interest on, the Trust Certificates shall be made by the Trustee at the Corporate Trust Office in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of this Agreement. Notwithstanding the provisions of the preceding sentence of this paragraph as to place of payment, in the case of payments of principal and interest to be made on a Trust Certificate not then to be paid in full, upon deposit of an agreement of the registered holder of such Trust Certificate (the responsibility of such holder being satisfactory to the Trustee) obligating such holder, prior to any delivery of a Trust Certificate upon any sale, transfer or other disposition thereof, to surrender the same to the Trustee for a new Trust Certificate of the same maturity for the unpaid principal amount represented thereby or for appropriate notation thereon of the portion of the principal amount represented thereby theretofore paid, the Trustee shall (subject to timely receipt of the necessary funds from the Company), on the date each such payment is due, mail its check to the registered holder at his address shown on the registry books maintained by the Trustee or at such other address as such holder may from time to time furnish to the Trustee for such purpose, or on the timely request of the registered holder, the Trustee shall use its best efforts to wire immediately available funds by 11:00 a.m. Toronto time on such date to the bank account (which bank account shall be maintained with a commercial bank in the United States which is a member of the Federal Reserve System) which such holder may from time to time furnish to the Trustee for such purpose (and the Company agrees to make its rental payments pursuant to Section 4.04 at such times and in such funds as shall enable the Trustee to comply herewith); provided, however, that the deposit of an agreement pursuant to this paragraph shall not be required of an original purchaser or any of its Affiliates of the Trust Certificates if, at the time payments of principal or interest are to be made, it or its nominee is the registered holder of Trust Certificates, and the Trustee shall without the deposit of such agreement make payments of principal and interest to such original purchaser of the Trust Certificates at the address or bank account supplied to the Trustee by the Company. Unless and until advised in writing to the contrary, the Trustee is entitled to rely on the provisions of Paragraph 8 of the Purchase Agreement dated as of May 15, 1986, between the Company and the original purchasers of the

Trust Certificates, and is under no duty to inquire whether any change or amendment has been made in such Paragraph 8.

SECTION 2.03. Form, Execution and Characteristics of Trust Certificates.

(a) The Trust Certificates and the guarantees to be endorsed on the Trust Certificates by the Company and Union as provided in Section 6.01 shall be in substantially the forms hereinbefore set forth.

(b) The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of one of its authorized officers. In case any officer of the Company, Union or the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Company, Union or the Trustee before the Trust Certificates shall have been issued and delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Company, Union or the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Company, Union or the Trustee.

(c) The Trust Certificates (i) shall be issuable in denominations of U.S. \$1,000 or any multiple thereof except as otherwise specified in a Request; (ii) shall be registered, as to both principal and interest, in the name of the holders; (iii) shall be transferable in whole or in part upon presentation and surrender thereof for transfer at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; (iv) shall be dated as of the date of issue unless issued in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date; (v) shall entitle the registered holder to interest from the date thereof; and (vi) shall be exchangeable for an equal aggregate principal amount of Trust Certificates of authorized denominations of like tenor and maturity.

(d) Anything contained herein to the contrary notwithstanding, the parties hereto may deem and treat the registered holder of any Trust Certificates as the absolute owner of such Trust Certificates for all purposes and shall not be affected by any notice to the contrary.

(e) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and transfer of the Trust Certificates and, upon presentation of the Trust Certificates for such purpose, the Trustee shall register any transfer as hereinabove provided, and under such reasonable regulations as it may prescribe.

(f) For any registration, transfer or exchange, the Trustee shall require the payment of a sum sufficient to reimburse it for any governmental charge connected therewith.

(g) Each Trust Certificate delivered pursuant to any provision of this Agreement in exchange or substitution for, or upon the transfer of the whole or any part, as the case may be, of one or more other Trust Certificates shall carry all the rights to principal and to interest accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificate shall be so dated that neither gain nor loss in interest or principal shall result from such exchange, substitution or transfer and a notation of all previous principal payments shall be endorsed on the reverse side thereof.

(h) The Trustee shall not be required to issue, transfer or exchange Trust Certificates for a period of 10 days next preceding any interest payment date.

SECTION 2.04. Replacement of Lost Trust Certificates. In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate in the then unpaid principal amount of the predecessor Trust Certificate and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution for the same

if lost, destroyed or stolen. The Company shall execute its guarantee on any Trust Certificates to be so delivered. The applicant for a new Trust Certificate pursuant to this Section shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate, and also shall furnish such security or indemnity as may be required by the Trustee and by the Company in their discretion, and shall pay all expenses and charges of such substitution or exchange. In the case of each of the original purchasers of Trust Certificates or any institutional investor transferee, a letter of indemnity in form reasonably satisfactory to the Company and the Trustee from such purchaser shall be sufficient security and indemnity. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

### ARTICLE THREE

#### Acquisition of Trust Equipment by Trustee; Deposited Cash

SECTION 3.01. Acquisition of Equipment by Trustee. The Company, as speedily as may be, shall cause to be sold to the Trustee, as trustee for the holders of the Trust Certificates, all of the Equipment described in Schedule I hereto; provided, however that if the Cost of the Equipment settled for under this Article Three, as specified in the Officers' Certificate theretofore delivered to the Trustee pursuant to Section 3.04, shall equal or exceed 100/80ths of the aggregate principal amount of Trust Certificates issued under Section 2.01, upon Request the Trustee shall execute and deliver to the Company a supplement hereto excluding from this Agreement any Equipment not theretofore settled for under this Article Three. Such Equipment shall be delivered to the person or persons designated by the Trustee as its agent or agents to accept such delivery (who may be one or more of the officers or agents of the Company) and the certificate of any such agent or agents as to such delivery and acceptance shall be conclusive evidence of such delivery.

In the event that the Company shall deem it necessary or desirable to procure for the use of the Company, and to include in the trust hereby created, other Equipment in lieu of any units of the Equipment specifically described in Schedule I hereto prior to the acceptance of such Equipment by the Trustee or its agent or agents, or in the event that any unit of the Equipment described in Schedule I hereto shall suffer a Casualty Occurrence as defined in Section 4.08, prior to such acceptance, the Company may cause to be sold to the Trustee other Equipment, to be substituted under the trust.

If the aggregate Cost, as specified in the Officers' Certificate theretofore delivered to the Trustee pursuant to Section 3.04, of the Trust Equipment delivered to the Trustee or its agent or agents pursuant to this Article Three shall be less than 100/80ths of the principal amount of the Trust Certificates issued pursuant to Section 2.01, the Company will cause to be sold, assigned and transferred to the Trustee additional Equipment in such amount and of such Cost that such aggregate final Cost of the Trust Equipment will be at least 100/80ths of the principal amount of the Trust Certificates issued pursuant to Section 2.01.

SECTION 3.02. Payment of Deposited Cash. From time to time, when and as any Equipment shall have been accepted by the Trustee or its agent or agents pursuant to Section 3.01, the Trustee shall (subject to the provisions of Sections 3.03 and 3.04) pay, upon Request, to the Owner of the accepted Equipment out of Deposited Cash an amount not exceeding 80% of the Cost of such Trust Equipment, as specified in the Officers' Certificate furnished to the Trustee pursuant to Section 3.04(b).

SECTION 3.03. Payment of Deficiency. The Company covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.02, it will either (a) pay to the Trustee the advance rental provided in Section 4.04(A), and thereupon the Trustee shall, upon Request, pay to the Owner of the delivered Trust Equipment, by the use of such advance rental, the portion of the Cost of the delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 3.02 or (b) deliver to the Trustee an executed counterpart of a receipt from such Owner evidencing the direct payment by the Company to such Owner of that portion of the Cost of such Trust Equipment equal to the amount of advance rental required to be paid to the Trustee pursuant to clause (a) of this sentence in respect of such

Trust Equipment or, if the Company is the Owner of the delivered Trust Equipment, a statement to such effect; the intention being that the Company shall ultimately pay not less than 20% of the Cost of all the Trust Equipment delivered to the Trustee pursuant to this Article Three, and the Trustee and the Company shall at any time, if occasion arises, adjust their accounts and payments to the end that the Trustee shall pay with Deposited Cash not more than 80% of the Cost, and the Company shall pay as advance rental the remainder, to be not less than 20% of such Cost.

SECTION 3.04. Supporting Papers. The Trustee shall not pay out any Deposited Cash against the delivery of any of the Trust Equipment unless and until it shall have received:

(a) a certificate of the agent or agents designated by the Trustee to receive delivery of the Trust Equipment, stating that the Trust Equipment described and specified therein by number or numbers has been delivered to such agent or agents (the date of such certificate to be presumed conclusively as the date of such delivery);

(b) an Officers' Certificate which shall state (i) that such Trust Equipment is Equipment as herein defined, (ii) the date each unit of such Trust Equipment was first put into use or that such Trust Equipment was first put into use not earlier than a specified date and (iii) that the Cost of such Trust Equipment is the amount therein specified or is not less than the amount therein specified;

(c) (i) an invoice or invoices from the Owner of such Trust Equipment, if other than the Company, and (ii) a bill or bills of sale of such Trust Equipment from the Owner thereof to the Trustee, which bill or bills of sale shall contain a warranty or guarantee to the Trustee that the title to the Trust Equipment described therein is free from all liens, security interests and other encumbrances (except as permitted herein) other than the rights of the Company hereunder; and

(d) an Opinion of Counsel to the effect (i) that such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in and accompanying such opinion, to vest in the Trustee title to such Trust Equipment free from

all liens, security interests and other encumbrances (except as permitted herein) other than the rights of the Company hereunder and (ii) that in the case of any Trust Equipment not specifically described herein, a proper supplement hereto in respect of such Trust Equipment has been duly executed by the Trustee and the Company and filed and recorded in accordance with Section 6.05.

Any Officers' Certificate and invoice delivered pursuant to this Section may state that the Cost of the Trust Equipment therein referred to is tentatively determined, subject to final adjustment to be evidenced in a final Officers' Certificate to be delivered to the Trustee.

#### ARTICLE FOUR

##### Lease of Trust Equipment to the Company

SECTION 4.01. Lease of Trust Equipment. The Trustee does hereby let and lease to the Company all the Trust Equipment from and after the date such Trust Equipment is acquired by the Trustee to the date on which the final payment of principal and interest on any Trust Certificate is due.

SECTION 4.02. Equipment Automatically Subjected. As and when any Equipment shall from time to time be settled for hereunder by the Trustee or its agent or agents, the same shall, ipso facto and without further instrument of lease or transfer, become subject to all the terms and provisions hereof.

SECTION 4.03. Additional and Substituted Equipment Subject Hereto. In the event that the Company shall, as provided in Section 3.01 or 4.07, cause to be transferred to the Trustee other Equipment in addition to or in substitution for any of the Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by supplement hereto to be executed by the Trustee and the Company and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Equipment herein specifically described.

SECTION 4.04. Rental Payments. The Company hereby accepts the lease of all the Trust Equipment, and agrees to accept delivery and possession hereunder of the

Trust Equipment; and the Company agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, rental hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the acceptance of delivery of any unit of the Trust Equipment):

(A) The Company shall, at the time of making a Request pursuant to Section 3.02, pay to the Trustee, as advance rental hereunder, an amount equal to the excess of the aggregate Cost of the Trust Equipment over the portion of such Cost to be paid out of Deposited Cash as provided in Section 3.02.

(B) In addition to such advance rental the Company shall pay to the Trustee, as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by the Company or shall not have been presented for payment), the following:

(1)(a) the expenses of the trust hereby created, including, without limitation, reasonable compensation to the Trustee and all expenses provided for herein, and (b) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at time of purchase) in connection with any purchase, sale or redemption by the Trustee of Investments;

(2) any and all taxes, assessments, and governmental charges which the Trustee as such may be required to pay, including, without limitation, all taxes, assessments and governmental charges upon or on account of the income or property of the Trust, or upon or on account of this Agreement;

(3)(a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become payable, and (b) interest at the Penalty Rate from the due date, upon the amount of any installments of rental payable in respect of the principal of and interest on the Trust

Certificates which shall not be paid when due, to the extent legally enforceable; and

(4) the installments of principal of the Trust Certificates, when and as the same shall become payable, whether upon the date of maturity thereof, by prepayment or by declaration or otherwise.

Nothing contained herein or in the Trust Certificates shall be deemed to impose on the Trustee or on the Company any obligation to pay to the registered holder of any Trust Certificate any tax, assessment or governmental charge required by any present or future law of Canada or the United States of America, or of any state, province, county, municipality or other taxing authority thereof, to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate.

The Company shall not be required to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof; provided, however, that in the judgment of the Trustee and as set forth in an Opinion of Counsel which shall have been furnished to the Trustee by the Company, the rights or interests of the Trustee or of the holders of the Trust Certificates will not be materially endangered thereby.

SECTION 4.05. Termination of Trust. After all payments which are required to be made pursuant to this Agreement have been completed and fully made to the Trustee (1) such payments shall be deemed to represent payment of the full purchase price for the Company's purchase at such time of the Trust Equipment from the Trustee, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company, (3) title to all the Trust Equipment shall vest in the Company and (4) the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company and acceptable to the Trustee in order to make clear upon public records the Company's title to all the Trust Equipment under the laws of any jurisdiction; provided, however, that until that time title to the Trust Equipment shall not pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwith-

standing the delivery thereof to and the possession and use thereof by the Company pursuant to this Agreement.

SECTION 4.06. Indemnity. The Company covenants and agrees to indemnify the Trustee against any and all claims arising out of or connected with the ownership or use of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the states and other jurisdictions in which the Trust Equipment, or any unit thereof, may be operated, and with all lawful acts, rules, regulations and orders of any commissions, boards and other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not in the judgment of the Trustee materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates. The Company shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

SECTION 4.07. Substitution and Replacement of Trust Equipment. Upon Request, the Trustee shall, at any time and from time to time, execute and deliver a bill of sale assigning and transferring to the transferee named by the Company all the right, title and interest of the Trustee in and to any of the units of Trust Equipment as provided herein; provided, however, that (a) there shall be paid to the Trustee cash in an amount not less than the Value, as of the date of such Request, of the units of Trust Equipment to be assigned or transferred by the Trustee or (b) there shall be conveyed to the Trustee, at the time of assignment or transfer of any units of Trust Equipment, other units of Equipment and of a Value not less than the Value, as of the date of such Request, of the units of Trust Equipment to be assigned or transferred.

At the time of delivery of any Request pursuant

to the first paragraph of this Section, the Company shall, if other Equipment is to be conveyed to the Trustee in substitution for the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee the following papers:

(1) an Officers' Certificate stating (i) the Value, as of the date of said Request, of the Trust Equipment so to be assigned or transferred by the Trustee and the date such Trust Equipment was first put into use (or that such Trust Equipment was first put into use not later than a specified date), (ii) that the requested assignment or transfer by the Trustee will not impair the security under this Agreement in contravention of the provisions hereof, (iii) the Value of such substituted Equipment as of such date and the date such substituted Equipment was first put into use (or that such substituted Equipment was first put into use not earlier than a specified date), (iv) that each unit of Equipment so to be substituted has been marked as provided in Section 4.10, (v) that each such unit so to be substituted is Equipment as herein defined and (vi) that the Company is not in Default;

(2) a certificate, an invoice or invoices and a bill or bills of sale in respect of such substituted Equipment as provided for in subparagraphs (a) and (c) of the first paragraph of Section 3.04; and

(3) an Opinion of Counsel to the effect that (i) such bill or bills of sale are valid and effective, either alone or together with any other instruments referred to in and accompanying such opinion, to vest in the Trustee title to such substituted Equipment free from all claims, liens, security interests and other encumbrances (except as permitted herein) other than the rights of the Company hereunder and (ii) a proper supplement hereto in respect of each substituted unit of Equipment has been duly executed by the Trustee and the Company and has been filed with the Interstate Commerce Commission pursuant to the requirements of 49 U.S.C. § 11303 and as otherwise required by Section 6.05 and has been deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and publication of notice of such deposit in The Canada Gazette in accordance with said Section 86 has been provided for.

At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if cash is to be paid to the Trustee in respect of the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee an Officers' Certificate stating to the effect set forth in clauses (i), (ii) and (vi) of subparagraph (1) of the second paragraph of this Section.

Cash deposited with the Trustee pursuant to this Section or Section 4.08 shall, from time to time, be paid over by the Trustee to the Company upon Request, against conveyance to the Trustee of units of Equipment having a Value, as of the date of said Request, not less than the amount of cash so paid, and upon delivery to the Trustee of papers corresponding to those set forth in the second paragraph of this Section, with such appropriate modifications as may be approved by the Trustee.

SECTION 4.08. Maintenance of Trust Equipment; Casualty Occurrences. The Company agrees that it will maintain and keep all the Trust Equipment in good order and proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use or lost or destroyed (such occurrences being hereinafter called Casualty Occurrences). Whenever any of the Trust Equipment shall suffer a Casualty Occurrence, the Company shall, within 60 days after it shall have been informed of such Casualty Occurrence, deliver to the Trustee an Officers' Certificate describing such Trust Equipment and stating the Value thereof as of the date such Trust Equipment suffered such Casualty Occurrence. When the total Value of all units of the Trust Equipment having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence in respect of which a payment shall have been made to the Trustee pursuant to this Section) shall exceed \$750,000, the Company, within 60 days after it shall have been informed of such event, shall deposit with the Trustee an amount in cash equal to the Value of such units as of the date of the Casualty Occurrence in respect of each thereof. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any Casualty Occurrence. Cash deposited with the Trustee pursuant to this Section shall be held and applied as provided in the fourth paragraph of Section 4.07.

The Company agrees to furnish to the Trustee on or before May 15 in every calendar year commencing May 15, 1987, and during the continuance of the lease provided for herein, an Officers' Certificate, dated as of the preceding

February 14, (1) stating the description and numbers of all units of Trust Equipment that may have suffered a Casualty Occurrence or which have been withdrawn from use pending major repairs (other than running repairs) since the date of the last preceding statement (or the date of this Agreement in the case of the first such statement), (2) that in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement) the plates or markers required by Section 4.10 have been preserved, or that such Trust Equipment when repainted or repaired has been again plated or marked as required thereby, (3) that no Event of Default has occurred and is continuing, (4) that, in the opinion of the signers, the Company is in compliance with all of the terms of the Agreement, and (5) covering such other matters as the Trustee may reasonably request.

The Trustee, by its agents, shall have the right at any reasonable time (which may be more frequent than once in each calendar year), but shall be under no duty, to inspect the Trust Equipment at the then existing locations thereof.

SECTION 4.09. Possession of Trust Equipment.

Without first obtaining the written consent of the Trustee, the Company will not (a) assign or transfer its rights hereunder, (b) transfer the Trust Equipment or any part thereof, or (c) part with the possession of, or suffer or allow to pass out of its possession and control, any of the Trust Equipment. An assignment or transfer to a Canadian corporation which shall acquire all or substantially all the property of the Company (by merger, consolidation or otherwise) and which, by execution of an appropriate instrument satisfactory to the Trustee, shall assume and agree to perform each and all the obligations and covenants of the Company hereunder, under the guarantee of the Company endorsed on the Trust Certificates and under any instruments made in connection with the purchase of the Trust Certificates by the initial holders thereof shall not be deemed a breach of this covenant, but no such assignment, transfer or assumption shall have the effect of releasing the Company from its obligations hereunder, unless such Canadian corporation shall have immediately after such transaction a credit rating from Standard & Poor's Corporation, Moody's Investors Service, Inc. or a similar nationally recognized rating service at least as favorable as the credit rating the Company had immediately prior to such transaction.

Notwithstanding the foregoing, so long as the Company shall not be in Default, the Company and any of its Affiliates shall be entitled to the possession and use of the Trust Equipment in accordance with the terms hereof, and the Company may also (a) furnish the Trust Equipment or any part thereof to railroad companies for use upon the lines of railroad owned or operated by them or over which they have trackage rights and upon connecting and other railroads in the usual interchange of traffic, or to other than railroad companies for use in their business, and (b) sublet or contract to others located in the United States and Canada all or any part of the Trust Equipment, but only, in either case, upon and subject to all the terms and conditions of this Agreement.

Any such sublease or contract may provide that the party acquiring the use of units of the Trust Equipment, so long as it shall not be in default under such sublease or contract, shall be entitled, subject to the rights of the Trustee hereunder, to the possession of such units and the use thereof. Every such sublease or contract shall contain provisions which have the effect of subjecting the rights of the party acquiring the use of units of the Trust Equipment under such sublease or contract to the rights and remedies of the Trustee in respect of such units.

SECTION 4.10. Marking of Trust Equipment. The Company agrees that, as soon as practicable after the delivery to the Trustee pursuant to this Agreement of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each such unit a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of such unit, in either case in letters not less than three-eighths of one inch in height:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT  
FILED WITH THE INTERSTATE COMMERCE COMMISSION.

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of each unit of the Trust Equipment.

In case, prior to the termination of the lease provided for herein, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company shall forthwith cause the same to be restored or replaced. The Company shall not change, or permit to be changed, the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee by the Company and which shall be filed and recorded in like manner as this Agreement.

The Trust Equipment may be lettered, "Union Tank Car Company", "Procor Limited", "UTLX", or in some other appropriate manner for convenience of identification of the leasehold interest of the Company therein, and may also be lettered, in case of a sublease of any equipment made pursuant to Section 4.09 hereof, in such manner as may be appropriate for convenience of identification of the subleasehold interest therein; but the Company, during the continuance of the lease provided for herein, will not allow any lettering or designation to be placed on any of the Trust Equipment claiming ownership thereof by the Company or by any person, firm, association or corporation other than the Trustee.

## ARTICLE FIVE

### Events of Default and Remedies

SECTION 5.01. Events of Default. The Company covenants and agrees that in case:

(a) the Company shall default in the payment of any part of the rental payable hereunder for more than five days after the same shall have become due and payable, or

(b) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or sublease (including, for the purpose of this clause, contracts for the use thereof) of any of the Trust Equipment, or, except as herein authorized, shall part with the possession of any of the Trust Equipment, and shall fail or refuse either to cause such assignment or transfer or sublease to be canceled by agreement of all

parties having any interest therein and recover possession of such Trust Equipment within 30 days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the Value, as of the date of such unauthorized action, of such Trust Equipment (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment), or

(c) the Company or Union shall fail or refuse to comply with any other of the terms and covenants hereof or of the Purchase Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, for a period which is the shorter of (i) 30 days after the Trustee shall have demanded in writing performance thereof or (ii) 30 days after the Company or Union, as the case may be, has knowledge of any failure on its part to so comply, or

(d) the lease provided for herein shall be terminated by operation of law, or

(e) any order, judgment or decree is entered under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction (herein called the "Bankruptcy Law") adjudicating the Company or Union bankrupt or insolvent, or the Company or Union petitions or applies to any tribunal for, or consents to, the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official, of the Company or Union or of substantially all the assets of the Company or Union or commences a voluntary case under the Bankruptcy Law or any proceedings relating to the Company or Union under the Bankruptcy Law, whether now or hereafter in effect; or any such petition or application is filed, or any such proceedings are commenced, against the Company or Union and the Company or Union by any act indicates its approval thereof, consent thereto or acquiescence therein, or an order for relief is entered in an involuntary case against the Company or Union under the Bankruptcy Law, as now or hereafter constituted, or an order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such

proceedings, and such order, judgment or decree remains unstayed and in effect for more than 60 days; or

(f) there shall occur an event of default by the Company or Union under any other lease, agreement, equipment trust agreement or indenture;

then, in any such case (herein sometimes called an "Event of Default"), the Trustee in its discretion may, and upon the written request of the holders of at least 66-2/3% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company and Union, declare to be due and payable forthwith the entire amount of the rentals thereafter (including any unpaid advance rental, but not including rentals required for the payment of interest accruing after the date of such declaration) payable by the Company as set forth in Section 4.04 and not theretofore paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately without further demand, together with interest at the Penalty Rate, to the extent legally enforceable, on any portion thereof overdue.

In case one or more Events of Default shall happen, the Trustee in its discretion also may, and upon the written request of the holders of at least 66-2/3% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company and Union, declare the principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable.

In case the Company shall fail to pay any installment of rental payable pursuant to Section 4.04 in respect of the principal of, or interest on, the Trust Certificates when and as the same shall have become due and payable hereunder, and such Default shall have continued for a period of 10 days, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Company, Union or other obligor upon the Trust Certificates and collect in the manner provided by law out of the property of the Company, Union or other obligor upon the Trust Certificates wherever situated the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company, Union or any other obligor upon the Trust Certificates under the Bankruptcy Law or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Company, Union or such other obligor, or in case of any other judicial proceedings relative to the Company, Union or such other obligor, or to the creditors or property of the Company, Union or such other obligor, the Trustee, irrespective of whether the rental payments hereunder or the principal amount of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section, shall be entitled and empowered by intervention in such proceedings or otherwise, to file and prove a claim or claims for the entire amount of the rentals then or thereafter payable (including any unpaid advance rental, but not including rentals required for the payment of interest accruing after the date of such declaration) and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust Certificates and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the holders of the Trust Certificates to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such

action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 5.02. Remedies. In case of the happening and continuance of any Event of Default, the Trustee may by its agents enter upon the premises of the Company and any of its Affiliates or sublessees (or other person having acquired the use of the Trust Equipment) where any of the Trust Equipment may be and take possession of all or any part of the Trust Equipment and withdraw the same from said premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges of any kind earned by the Trust Equipment or any part thereof, and may lease or otherwise contract for the use of the Trust Equipment or any part thereof, or with or without retaking possession thereof (but only after declaring due and payable the entire amount of rentals payable by the Company and the principal of all the then outstanding Trust Certificates, as provided in Section 5.01) may sell the same or any part thereof, free from any and all claims of the Company at law or in equity in one lot and as an entirety or in separate lots, at public or private sale, for cash or upon credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of then outstanding Trust Certificates, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Trustee itself may bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company

for the rent or use of the Trust Equipment or any of it shall give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of interests hereunder. No such taking possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and interest in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Agreement.

SECTION 5.03. Application of Proceeds. If the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by the Company to the Trustee, and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or interest thereon), shall be applied by the Trustee to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the interest then due, with interest on overdue interest at the Penalty Rate, to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the Penalty Rate, to the extent legally enforceable, from the last preceding interest payment date, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest.

After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying as aforesaid the sums of money

realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

SECTION 5.04. Waivers of Default. Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of at least 66-2/3% in aggregate unpaid principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive any past Default and its consequences, except a Default in the payment of any installment of rental then due and payable pursuant to Section 4.04 in respect of the principal of, or interest on, the Trust Certificates, but no such waiver shall extend to or affect any subsequent Default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, all arrears of rent (with interest at the Penalty Rate upon any overdue installments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by a Default, and all other sums which shall have become due and payable hereunder shall be paid by Union before any sale or lease by the Trustee of any of the Trust Equipment, and every other Default shall be made good or secured to the satisfaction of the Trustee and the holders of the Trust Certificates, or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of at least 66-2/3% in aggregate unpaid principal amount of the Trust Certificates then outstanding according to their terms, shall by written notice to the Company waive the Default by reason of which there shall have been such declaration or declarations and the consequences of such Default, but no such waiver shall extend to or affect any subsequent Default or impair any right consequent thereon.

SECTION 5.05. Obligations of Company and Union Not Affected by Remedies. No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or Union or in respect of the Trust Equipment, on the part of the Trustee or on the part of the

the Units unless the agreement governing such sublease expressly provides that (a) the sublease of such Unit thereunder shall be (and the sublease shall expressly state in principle that it is) junior and subordinate to this Lease, and (b) upon a default by the Lessee under this Lease, the sublessee under such sublease shall surrender possession of such Unit in accordance with the provisions of this Lease. Such sublease shall in no way discharge or diminish any of the Lessee's obligations under the Documents, for which obligations the Lessee shall be and remain primarily liable as principal and not as surety. Within 15 days after the execution of any such sublease, the Lessee shall provide a conformed copy thereof to the Lessor and the Vendor."

SECTION 1.3. The Lease Agreement is hereby amended by adding the following paragraph after the last paragraph of Section 12:

"The Lessee will not permit any LLC (or, with respect to clause (ii), any permitted sublessee of any LLC) (i) to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, any Indebtedness, or (ii) to grant a mortgage, pledge, lien or security interest on, of or in any sublease of any of the Units by any LLC or any permitted sublessee, as the case may be, other than to the Lessee."

SECTION 1.4. The Lease Agreement is hereby amended by adding the following new Section 23 after Section 22:

"SECTION 23. Transaction Agreement. The Lessee will not, and will not permit any affiliate to, agree to any amendment to the Transaction Agreement (or to any other agreement contemplated by or entered into pursuant to the Transaction Agreement) that would (i) reduce the total amounts payable by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, and Norfolk Southern Railway Company to all members of the Conrail Group in the aggregate under the Transaction Agreement (and all agreements contemplated thereby or entered into pursuant thereto) to a level, in respect of any period, which is insufficient to service the Lessee's outstanding debt and rental obligations in respect of such period, taking into account cash available to members of the Conrail Group from all other sources to service such obligations, or (ii) materially modify the intended leasing and subleasing structure set forth in Section 2.6(e) of the Transaction Agreement (as such section is in effect on the date hereof). Lessee agrees that neither it nor any affiliate of the Lessee will agree to or permit any restructuring of Lessee pursuant to Section 8.9 of the Transaction Agreement without the prior written consent of Lessor (such consent not to be unreasonably withheld)."

SECTION 1.5. The Lease Agreement is hereby amended by deleting Sections 13(a), (b) and (c) thereof and by substituting the following in their place:

“(a) The Lessee shall have the right at its sole option on any Basic Rental Payment Date on or any time after January 2, 2002 (the date of any such proposed termination of the Lease, the “Termination Date”) on at least 120 days prior written notice (which notice shall be irrevocable) to the Lessor to terminate this Lease for any reason for all, but not less than all of the Units. The Lessor may, by notice to the Lessee given on or before the thirtieth (30<sup>th</sup>) day after the date of the Lessee’s termination notice, elect to retain the Units as of the Termination Date without further liability or obligation of the Lessee under this Section 13 except the obligation to pay any Basic Rent payable in arrears on the Termination Date and any supplemental rent then due. Unless the Lessor shall have elected to retain such Units as set forth in the immediately preceding sentence, the Lessee, as agent for the Lessor, shall use commercially reasonable efforts to obtain bids for the cash purchase of the Units on the Termination Date during the period from the giving of such notice until the Termination Date. The Lessee, however, shall have no liability for any failure to obtain the best bid for the Units. The Lessee shall certify to the Lessor in writing the terms and amount of each bid received by the Lessee and the name and address of the Person (who shall not be the Lessee or any Person acting for or affiliated with the Lessee or with which the Lessee has an arrangement or understanding with respect to the future use of such Unit by the Lessee or an affiliate thereof) submitting such bid. The Lessor may, at the Lessor’s expense, independently obtain bids for such purchase and certify them to the Lessee. On the Termination Date, unless Lessor shall have elected to retain such Units as set forth above, the Lessor shall sell such Units for cash to a third party who shall have submitted the highest bid prior to the Termination Date. On the Termination Date, the Lessor shall transfer to the purchaser named in the highest cash bid certified by the Lessee or the Lessor, as the case may be, upon receipt of the purchase price therefor and payment of all other sums payable to the Lessor under Section 13(b) or (c), all of the Lessor’s right, title and interest in and to the Units, without recourse, representation or warranty, except as to the absence of Lessor’s Liens, and this Lease shall terminate. On the Termination Date and upon payment by the Lessee to the Lessor of the amounts, if any, payable pursuant to Section 13(b) or (c) hereof, whichever is applicable, the Lessee’s obligations to make any payments of Basic Rent due after the Termination Date shall cease. If (i) no sale of the Units shall have occurred on the Termination Date and (ii) the Lessee shall have failed to pay to the Lessor the amounts owing under clause (c) below, this Lease shall continue in full force and effect as if no notice of termination had been given. The requirements of this clause (a) shall be applicable whether the sale of the Units occurs pursuant to clause (b) or (c) below.

(b) If the sale of the Units occurs on the Termination Date in compliance with the requirements of clause (a) above, the total sales proceeds realized at such sale, net of all fees and expenses of the sale incurred by the Lessor and the Lessee in connection with the sale (including commissions) shall be received by the Lessor and, in addition, on the Termination Date but prior to the consummation of the sale to the independent third party, the Lessee shall pay to the Lessor the sum of: (i) the amount, if any, by which the Casualty Value for the Units computed as of the Termination Date exceeds such total sales price net of such fees and expenses actually received by the Lessor, (ii) all Basic Rent due on or before the Termination Date and (iii) all other amounts, whether rent, supplemental rent or otherwise, owing by the Lessee to the Lessor under this Lease, the Participation Agreement or any other Document.

(c) If, despite Lessee's commercially reasonable efforts, no cash bids are received prior to the Termination Date, and the sale of the Units occurs any time thereafter, and the Lessee shall have otherwise complied with the requirements of clause (a) above, the total sales proceeds realized at such sale, net of all fees and expenses of the sale incurred by and reimbursed to the Lessor in connection with the sale (including commissions) shall be received by the Lessee; provided, on the Termination Date, the Lessee shall pay to the Lessor the sum of (i) the Casualty Value for the Units computed as of the Termination Date, (ii) all Basic Rent due on or before the Termination Date and (iii) all other amounts, whether rent, supplemental rent or otherwise, owing by the Lessee to the Lessor under this Lease, the Participation Agreement or any other Document.

During the period prior to a sale pursuant to Section 13(b) or (c), the Lessee will use its reasonable best efforts to keep the Lessor apprised of the general location of the Units and the Lessee will permit the Lessor or any person designated by it, including the authorized representatives of any prospective purchaser of the Units, at the Lessor's risk and expense, to conduct joint inspections at a time and location mutually agreeable to the Lessee and the Lessor and without disrupting the normal use, operation or maintenance of the Units."

## ARTICLE II

### MISCELLANEOUS

SECTION 2.1. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement or the Participation Agreement, as appropriate.

SECTION 2.2. Except as amended hereby, the Documents are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect.

SECTION 2.3. If any provision of this Amendment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.4. This Amendment Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

SECTION 2.5. Pursuant to Section 8.01 of the Trust Agreement, the Beneficiary hereby authorizes and directs the Trustee to execute and deliver this Amendment Agreement.

SECTION 2.6. Pursuant to Section 3 of the Participation Agreement, this Amendment Agreement shall not be effective against the Agent unless and until executed by Investors holding at least 66-2/3% in principal amount of CSA Indebtedness (as defined in the Conditional Sale Agreement).

SECTION 2.7. This Amendment Agreement is dated the date first set above for convenience of reference, but shall be effective when executed and delivered and upon satisfaction of the following conditions:

(a) Lessor shall have received an incumbency certificate of Lessee and such other documents authorizing the corporate actions of Lessee contemplated by this Amendment Agreement; and

(b) Lessor shall have received such corporate, enforceability and no conflict opinions concerning the Transaction Agreement and this Amendment Agreement as Lessor shall reasonably request.

SECTION 2.8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute one and the same instrument. Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden  
Name: Thomas J. McFadden  
Title: Treasurer

MCCC Corp.

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:

STATE STREET TRUST AND COMPANY, N.A.  
not in its individual capacity but solely  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK,  
not in its individual capacity but solely  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Pennsylvania : )  
 )  
COUNTY OF Philadelphia : )

SS.:

On this, the 12th day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 12, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
12th day of October, 1998.

[Notarial Seal]

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

NOTARIAL SEAL  
Suzanne J. Rossomando, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 28, 1999

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

METLIFE CAPITAL, LIMITED PARTNERSHIP

By: Metropolitan Asset Management Corporation,  
as General Partner

By: George Bell  
Name: GEORGE BELL  
Title: VICE PRESIDENT

GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:

STATE STREET TRUST AND COMPANY, N.A.  
not in its individual capacity but solely  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK,  
not in its individual capacity but solely  
as Agent

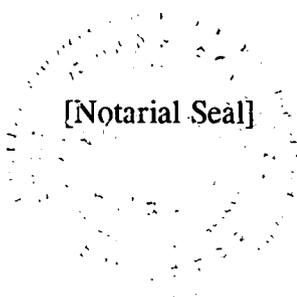
By: \_\_\_\_\_  
Name:  
Title:

STATE OF New Jersey : )  
 )  
COUNTY OF MORRIS : )

SS.:

On this, the 29 day of January, 1999, before me, a notary public, personally appeared George Bell, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of MetLife, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on Jan 29, 1999 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
29 day of January, 1999.



[Notarial Seal]

Ethel Jeanne Gonzalez  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON  
Nov. 11, 2001

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name: Thomas J. McFadden  
Title: Treasurer

MCCC Corp.

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC COMPANY

By: *S. F. Angel*  
Name: S. F. Angel  
Title: General Manager

STATE STREET TRUST AND COMPANY, N.A.  
not in its individual capacity but solely  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK,  
not in its individual capacity but solely  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Pennsylvania : )  
 )  
COUNTY OF Erie : ) SS.:

On this, the 7th day of August, 1998, before me, a notary public, personally appeared S. F. Angel, to me known, who, being by me duly sworn, did depose and say that he/she is the General Manager of GE Transportation Systems, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 7, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
7th day of August, 1998.

[Notarial Seal]

*Carol A. Wahlen*

NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

|   |
|---|
| Notarial Seal<br>Carol A. Wahlen, Notary Public<br>Erie, Erie County<br>My Commission Expires Dec. 12, 1998<br>Member, Pennsylvania Association of Notaries |
|---|

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name: Thomas J. McFadden  
Title: Treasurer

MCCC Corp.

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:

STATE STREET TRUST AND COMPANY,  
not in its individual capacity but solely  
as Trustee

By:   
Name: Alison Della Bella  
Title: Assistant Vice President

THE BANK OF NEW YORK,  
not in its individual capacity but solely  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH  
STATE OF MASSACHUSETTS : )  
 )  
COUNTY OF SUFFOLK : )

SS.:

On this, the \_\_\_ day of \_\_\_\_\_, 1998, before me, a notary public, personally appeared ALISON DELLA BELLA, to me known, who, being by me duly sworn, did depose and say that he/she is the ASSISTANT VICE PRESIDENT of STATE STREET BANK AND TRUST COMPANY, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on \_\_\_\_\_, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
\_\_\_ day of \_\_\_\_\_, 1998.

[Notarial Seal]

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON  
**ROSE MARIE MOGAURO**  
Notary Public  
**My Commission Expires January 14, 2005**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

MCCC Corp.

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:

STATE STREET TRUST AND COMPANY, N.A.  
not in its individual capacity but solely  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK,  
not in its individual capacity but solely  
as Agent

By:   
Name: THOMAS B. ZAKRZEWSKI  
Title: Assistant Vice President



**SCHEDULE A**

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

KNIGHTS OF COLUMBUS

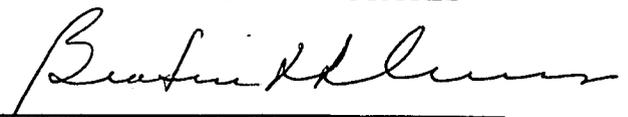
FRANKLIN LIFE INSURANCE COMPANY

Principal Amount of  
Current Investment      Percentage of Total  
Principal Amount of  
Current Investments

\$3,041,109.32

42.378%

THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

By: 

Name: *BETH ANN M. ELLISON*

Title: *INVESTMENT OFFICER*

\$2,257,595.23

31.460%

KNIGHTS OF COLUMBUS

By: \_\_\_\_\_

Name:

Title:

\$1,877,380.24

26.162%

FRANKLIN LIFE INSURANCE  
COMPANY

By: \_\_\_\_\_

Name:

Title:

STATE OF New York : )

COUNTY OF New York : )

SS.:

On this, the 8<sup>th</sup> day of October, 1998, before me, a notary public, personally appeared Beatriz M. Cervero, to me known, who, being by me duly sworn, did depose and say that ~~he~~she is the Investment Officer of The Equitable Life Assurance Society of the United States one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 8, 1998 on behalf of said party by authority of its Board of Directors, and ~~he~~she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
8<sup>th</sup> day of October, 1998.

[Notarial Seal]

ELIZABETH LO CARRILLO  
Notary Public, State of New York  
No. 41-4960857  
Qualified in Queens County  
Commission Expires Jan. 2, 2000

Elizabeth Lo Carrillo  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

| <u>Principal Amount of<br/>Current Investment</u> | <u>Percentage of Total<br/>Principal Amount of<br/>Current Investments</u> |  |
|---|--|--|
| \$3,041,109.32                                    | 42.378%  | THE EQUITABLE LIFE ASSURANCE<br>SOCIETY OF THE UNITED STATES |

By: \_\_\_\_\_  
Name:  
Title:

|                |         |                     |
|----------------|---------|---------------------|
| \$2,257,595.23 | 31.460% | KNIGHTS OF COLUMBUS |
|----------------|---------|---------------------|

pk  
By:   
Name: Charles P. Riesbeck, Jr.  
Title: Supreme Secretary

|                |         |                                    |
|----------------|---------|------------------------------------|
| \$1,877,380.24 | 26.162% | FRANKLIN LIFE INSURANCE<br>COMPANY |
|----------------|---------|------------------------------------|

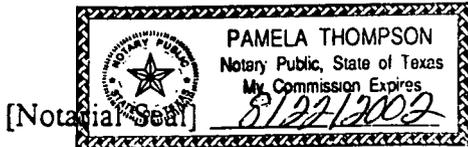
By: \_\_\_\_\_  
Name:  
Title:





STATE OF Texas : )  
 )  
COUNTY OF Harris : ) SS.:

On this, the 1st day of October, 1998, before me, a notary public, personally appeared C. SCOTT INGLIS, to me known, who, being by me duly sworn, did depose and say that he/she is the INVESTMENT OFFICER of The Franklin Life Insurance Company, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 1, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.



Sworn to before me this  
1st day of October, 1998.

Pamela Thompson  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON