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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the th day of September, 2015 by and between JacJon Associates, a New Jersey limited partnership (the “Landlord”), and Intermodal RRTransfer, LLC, a New Jersey limited liability company (the “Tenant”).

WHEREAS, Landlord owns that certain 9.749 acre parcel of real property located at 76 Central Avenue in South Kearny, New Jersey known as Block 288, Lots 5,6&7 and recorded in Deed Book 3447, Page 47 (the “Property”); and

WHEREAS, Tenant desires to lease and use that portion of the Property described in Section 1 below and Landlord desires to grant Tenant the right to lease and use such portion of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree as follows:

1. Leased Premises. In consideration of the payment of Rent and performance of covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, together with and subject to all conditions and easements of record, for and during the Term of this Lease and upon the terms and conditions set forth in this Lease, the Property (the “Leased Premises”). The Leased Premises shall include the surface and subsurface thereof, all rights and appurtenances thereto (including without limitation easements and rights of way but excluding tidewater rights), and all buildings and improvements located thereon.

2. Use/Operating Hours. For and during the Term of this Lease, Tenant shall have the right to use and occupy the Leased Premises for (i) the operation of a freight railroad including all freight rail operations normally conducted by freight rail operators and any other lawful purpose. Tenant shall have the right to conduct its business on all days and during all hours that Tenant desires to operate, subject to applicable Governmental Regulations.

3. Term. The term of this Lease shall be for a period of five (5) years (the “Term”), commencing on October 1, 2015 (the “Commencement Date”) and expiring on September 30, 2020, unless extended or earlier terminated as provided herein. The term “Lease Year” shall mean each consecutive twelve (12) month period comprising the Term and any renewal thereof, with the first Lease Year commencing on the Commencement Date and each succeeding Lease Year commencing on the anniversary date of the first Lease Year.

4. Renewal Options. Landlord hereby grants Tenant the option to renew the Term of this Lease for five (5) independent, consecutive periods of five (5) years each (the “Renewal Terms”). In the event Tenant wishes to exercise any such renewal option, Tenant shall notify Landlord of such exercise, in writing, no less than three (3) months prior to the commencement of the respective Renewal Term. However, if Tenant fails to notify Landlord of its exercise of any such renewal

option, Tenant's right to exercise such renewal option shall not expire and shall remain in full force and effect until the date which is fifteen (15) days after Tenant's receipt of written notice from Landlord of such failure to exercise. All references to "Term" contained herein shall include any extensions or renewals thereof.

5. Rent. The total monthly rental for and during the first two (2) Lease Years of the Term of this Lease shall be Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00), and the total monthly rental for and during each Lease Year thereafter and each Lease Year of any Renewal Term shall be an amount equal to the monthly rental during the immediately preceding Lease Year as increased by (i) the percentage increase in the U.S. City Average Consumer Price Index for Urban Consumers (all items) published by the U.S. Department of Labor over such immediately preceding Lease Year, and (ii) Tenant's proportionate share (based upon the acreage of the Leased Premises) of any increase in the real estate taxes assessed against the Property over the real estate taxes assessed against the Property for such immediately preceding Lease Year (the "**Rent**"). Tenant shall pay the Rent to Landlord on or before the tenth (10th) day of each and every calendar month of the Term, with such Rent being prorated for any partial calendar month occurring within the Term. Interest shall accrue on all past due Rent at the rate of one and one-half percent (1.5%) per month until paid, and Tenant shall pay all costs and expenses incurred by Landlord in collecting any past due Rent, including reasonable attorneys' fees.

6. Security Deposit. Concurrently with the execution of this Lease, Tenant shall deposit with Landlord and shall maintain on deposit with Landlord, the sum of Nineteen Thousand and No/100 Dollars (\$19,000.00) as a security deposit for the full and faithful performance of the terms, covenants and conditions of this Lease to be performed by Tenant. Such security deposit or any portion thereof may be applied to the extent required for the payment of any Rent or other sums as to which Tenant is in default hereunder, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon any such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the security deposit so that the same will be restored to its original amount. Upon the expiration or termination of this Lease, the security deposit or any then remaining balance thereof, together with interest thereon at the rate received by Landlord for the same, shall be returned to Tenant.

7. Condition of Leased Premises/Improvements. Upon the execution of this Lease, Landlord shall deliver possession of the Leased Premises to Tenant in "as is" condition and Tenant shall accept the Leased Premises in "as-is" condition, subject to Landlord's Environmental Obligations. Tenant shall have the right to construct and install railroad tracks, platforms, cross docks and ramps (collectively, the "**Initial Improvements**") on the Leased Premises, and the right to make other alterations, changes and improvements to the Leased Premises; provided, however, Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned, shall be obtained prior to Tenant's construction of any additional buildings or other permanent structures (excluding the Initial Improvements). Landlord agrees to cooperate with Tenant in the making of any such alterations, changes and improvements, and to provide Tenant with any required property owner consent forms. Tenant shall also have the right, with Landlord's prior approval, which shall not be unreasonably withheld, delayed or conditioned, (i) to install trade name, safety and directional signage on the Property, and (ii) to make improvements to the Easements. All buildings and other

permanent improvements constructed on the Leased Premises by Tenant shall be and remain the property of Tenant until the expiration or earlier termination of this Lease, at which time title to any such buildings and other permanent improvements (excluding the Initial Improvements) shall vest in Landlord. The Initial Improvements and all other equipment, apparatus and trade fixtures owned or leased by Tenant and installed or located on the Leased Premises shall be and remain the property of Tenant unless any such Initial Improvements, equipment, apparatus or trade fixtures are not removed by Tenant within thirty (30) days following the expiration or earlier termination of this Lease, in which event title to the same shall vest in Landlord. Notwithstanding the foregoing, upon Landlord's request, Tenant shall remove any buildings, improvements (including the Initial Improvements), equipment, apparatus and trade fixture installed or located on the Leased Premises by Tenant which Landlord desires to be removed within thirty (30) days following the expiration or termination of this Lease, provided Landlord gives Tenant written notice of any such required removal on or prior to the expiration or termination of this Lease. Upon the removal of any buildings, improvements (including the Initial Improvements), equipment, apparatus and trade fixtures installed or located on the Leased Premises, whether or not pursuant to Landlord's request, Tenant shall repair any damage caused by such removal and restore the Leased Premises to the condition it was in prior to such installation or location. Subject to the provisions of Sections 23 and 24 below, Tenant shall not perform any invasive environmental testing at the Leased Premises or the Property without the prior written consent of Landlord.

8. Repairs and Maintenance. Tenant, at its sole cost and expense, shall be responsible for maintaining the Leased Premises in good condition and repair, and for making all repairs and replacements necessary to maintain the Leased Premises in good condition and repair.

9. Utilities. Tenant shall be responsible for furnishing or extending any utilities needed on the Leased Premises for the operation of its business, and for paying all charges for utilities used on the Leased Premises. To assist Tenant in obtaining any such utilities, Landlord shall permit Tenant to connect into utility lines now existing or hereafter located on the Property or, if necessary, to install new utility lines on the Property, and hereby agrees to grant Tenant, or the utility company providing service, an easement for the installation, repair, maintenance and replacement of any such utility lines so long as the location of any such easement does not interfere with the access to the Property.

10. Taxes. Subject to Tenant's payment of its proportionate share of any increase in real estate taxes assessed against the Property as set forth in Section 5 above, Landlord shall be responsible for the payment of all real estate taxes, assessments and other governmental charges levied (i) upon the Property (including the Leased Premises) and/or any improvements situated thereon, and (ii) upon Landlord by reason of its ownership of the Property and/or its receipt of rents therefrom. Tenant shall be responsible for the payment of all personal property taxes payable with respect to any property of Tenant located on the Leased Premises, and for the payment of any assessments resulting from improvements made to the Leased Premises by Tenant.

11. Insurance. At all times during the Term of this Lease, Landlord shall carry and maintain with respect to the Property (excluding the Leased Premises), and Tenant shall carry and maintain with respect to the Leased Premises, (a) workman's compensation insurance as required by

applicable State laws, (b) general liability insurance with combined single limit for property damage and bodily injury/death in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000) aggregate, and (c) umbrella liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and aggregate. Such insurance policies shall be occurrence form and issued by reputable insurance companies licensed to do business in the State of New Jersey. Each party's insurance policies shall (i) as to general liability, waive the right of recovery or subrogation against the other party, (ii) as to general liability, name the other party as an additional insured, and (iii) provide that thirty (30) days prior written notice be given to the other party in the event of a cancellation of such policy. Upon request, each party shall provide the other party with an insurance certificate evidencing the foregoing coverage. In addition, Tenant shall provide, or cause to be provided, (A) insurance coverage equal to the insurance coverage required of Tenant under subsections (a), (b) and (c) above for any subcontractors hired by Tenant to provide labor, materials, goods and/or services on the Leased Premises, (B) an endorsement to Tenant's environmental liability insurance policy naming the Landlord as an additional insured as to the Leased Premises, and (C) if Tenant performs or hires any subcontractor to perform any repair or replacement of the railroad tracks located on the Leased Premises, a railroad protective liability policy naming the Landlord as insured.

12. Indemnification.

(a) Tenant shall indemnify, defend, save and hold harmless Landlord, its subsidiaries, affiliates and parent corporations, as applicable, and their respective shareholders, members, partners, managers, directors, officers, employees and agents (collectively, the "**Landlord Indemnified Parties**"), from and against any and all claims, suits, actions or causes of action, losses, demands, liabilities, assessments, damages, fines, penalties, judgments, awards, settlements, deficiencies, costs and expenses, including reasonable attorneys' fees, interest and reasonable amounts paid in investigation, defense or settlement of any of the foregoing (collectively, "**Losses**"), that such Landlord Indemnified Parties may incur, become responsible for or pay out, which arise out of, relate to or result from (i) any damage to the Leased Premises and/or the improvements located thereon, (ii) any death or bodily injury which occurs on the Leased Premises, (iii) any environmental liability arising out of, related to or resulting from Tenant's use of and/or activities on the Leased Premises, including without limitation any clean-up, treatment, containment, removal, compliance, corrective action, investigation, remediation or other responsive action required pursuant to applicable Governmental Regulations, any injury to or loss of natural resources under applicable Governmental Regulations which is attributable to Tenant's use of or activities on the Leased Premises, and any property damage or bodily injury (including illness, disability and death) arising out of, related to or resulting from the foregoing (collectively, the "**Tenant's Environmental Obligations**"), (iv) Tenant's violation of any applicable Governmental Regulations, and (v) Tenant's breach of any term or provision of this Lease; except in each case to the extent that any such Losses (A) arise from the acts or omissions of any Landlord Indemnified Party or any lessee or other user of the Property (excluding Tenant), or (B) arise out of, relate to or result from Landlord's Environmental Obligations.

(b) Landlord shall indemnify, defend, save and hold harmless Tenant, its subsidiaries, affiliates and parent corporations, as applicable, and their respective shareholders, members,

partners, managers, directors, officers, employees and agents (collectively, the “**Tenant Indemnified Parties**”), from and against any and all Losses that such Tenant Indemnified Parties may incur, become responsible for or pay out, which arise out of, relate to or result from (i) any damage to the Property (excluding the Leased Premises) and/or the improvements located thereon, (ii) any death or bodily injury which occurs on the Property (excluding the Leased Premises), (iii) any environmental liability arising out of, related to or resulting from any hazardous or toxic waste or other substance (as defined by applicable Governmental Regulations), condition or matter that existed or occurred at the Property prior to the Commencement Date of this Lease (collectively, the “**Pre-Existing Conditions**”), or that is introduced or occurs at the Property (excluding the Leased Premises and any portion of the Property whereupon any such introduction or occurrence results from Tenant’s use of or activities on the Leased Premises) after the Commencement Date of this Lease, including without limitation any injury to or loss of natural resources under applicable Governmental Regulations (unless such injury or loss is attributable to Tenant’s use of or activities on the Leased Premises), any clean-up, treatment, containment, removal, compliance, corrective action, investigation, remediation or other responsive action required pursuant to applicable Governmental Regulations, and any property damage or bodily injury (including illness, disability and death) arising out of, related to or resulting from any of the foregoing (collectively, the “**Landlord’s Environmental Obligations**”), (iv) Landlord’s violation of any applicable Governmental Regulations, and (v) Landlord’s breach of any term or provision of this Lease; except in each case to the extent that any such Losses (A) arise from the acts or omissions of any Tenant Indemnified Party, or (B) arise out of, relate to or result from Tenant’s Environmental Obligations.

(c) Subject to the provisions of Section 23 and 24 below, the indemnifications and other obligations set forth in this Section 12 shall survive the expiration or termination of this Lease.

13. Condemnation. In the event the whole or any part of the Leased Premises or the Easements shall be taken by any public authority under the power of eminent domain or is transferred in lieu of condemnation, the rights and obligations of Landlord and Tenant shall automatically terminate as to the part so taken on the date possession is yielded to such public authority (the “**Date of Taking**”). If the portion of the Leased Premises or Easements so taken impairs the usefulness of the Leased Premises for the purposes herein granted to Tenant, Tenant shall have the right to terminate this Lease upon giving written notice to Landlord within ninety (90) days following the Date of Taking. If this Lease is not terminated, a proportionate adjustment to the Rent shall be made as of the Date of Taking to account for the portion of property taken and the effect of such taking on the operation of Tenant’s business. In any such condemnation proceedings, Tenant shall be entitled to claim and receive awards for the taking of the leasehold and/or the diminution in the value of Tenant’s leasehold estate, loss of business, and the buildings, improvements, equipment, apparatus, trade fixtures and inventory installed or placed on the Leased Premises by Tenant.

14. Default and Remedies. In the event either party breaches any term or condition of this Lease and fails to cure the same within ten (10) days of written notice of such breach (or such longer period as may be required for such cure provided the defaulting party has commenced the cure and is proceeding diligently toward completion), such party shall be in default of this Lease. Upon any

such default, the non-defaulting party, in addition to having the right to enforce any and all rights and remedies provided for in this Lease as well as any and all legal rights and remedies available to it at law or in equity, shall have the right to terminate this Lease or to suspend performance of this Lease until the default is fully cured. In addition, if Tenant fails to cure any default in the payment of Rent within ten (10) days of written notice thereof, Landlord shall have the right to reenter the Leased Premises, remove Tenant and recover possession thereof, and Tenant shall remain obligated to pay the Rent and other charges due under this Lease as and when the same became due, less any amounts received by Landlord pursuant to the reletting or sale of the Leased Premises. Each party's remedies under this Lease and at law and in equity shall be cumulative and shall not be limited by any remedy set forth herein. In the event any action, proceeding, claim or counterclaim is brought by either party against the other, the non-prevailing party shall pay all costs and expenses associated therewith, including without limitation the reasonable attorneys' fees of the prevailing party.

15. Force Majeure. Landlord and Tenant shall each be excused for the period of delay in the performance of any of their obligations hereunder, and shall not be considered in default of this Lease, when prevented from so performing by cause or causes beyond Landlord's or Tenant's reasonable control, including, but not limited to, labor disputes, civil commotion, sabotage, acts of terrorism, war, fire or other casualty, flood, earthquake, weather, Governmental Regulations (including the revocation, suspension, denial or modification of any permit, license, consent, approval, variance, waiver, exception or exemption), or acts of God.

16. Subordination/Lien Waivers. Landlord represents and warrants that the Property is not presently encumbered by a mortgage or other security interest, and agrees that any mortgage, security interest, or other encumbrance hereafter placed upon the Leased Premises by Landlord (a "**Landlord Encumbrance**") shall be subject and subordinate to any Security Interest granted by Tenant regardless of recording priority, and that any documentation of a Landlord Encumbrance shall acknowledge such subordination. It is understood and agreed that Tenant intends to finance the start-up and ongoing operation of the business to be conducted on the Leased Premises and that pursuant thereto, at any time during the Term of this Lease, Tenant shall have the right to encumber or grant a security interest in this Lease (by leasehold mortgage, assignment or otherwise) and in any buildings, improvements, equipment, apparatus, trade fixtures and inventory which are installed or located on the Leased Premises (collectively the "**Secured Property**") to any lender which provides financing for the Secured Property or for the operation of the business operated by Tenant (a "**Security Interest**"). It is further understood and agreed that any such Security Interest granted by Tenant shall automatically, and without further action or documentation, upon recording of the same, be superior to the lien of any encumbrance or other security interest which may be placed upon the Leased Premises or any improvements located thereon by a party other than Tenant, and to any rights granted to Landlord hereunder or available to Landlord under applicable law. In addition to such subordination, Landlord hereby waives the benefit of any applicable lien on the property of Tenant as may be permitted under the laws of the State of New Jersey. Furthermore, if the holder of any Security Interest in the Leased Premises shall succeed to the interest of Tenant under this Lease, Landlord hereby agrees to recognize such holder as Tenant hereunder. The foregoing acknowledgment and agreement of subordination by Landlord shall be self-operative and no further instrument of subordination shall be required; provided, however, upon the request of Tenant or any lender of Tenant, Landlord shall provide lien waivers, leasehold mortgage consents and any other

reasonable documentation customarily required by commercial lenders to further evidence the provisions of this Section 16.

17. Assignment/Subletting. Tenant may sublet all or a portion of the Leased Premises and/or assign its rights and obligations under this Lease with the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned, unless such sublet or assignment is made to an entity affiliated with Tenant, or pursuant to the sale, merger or financing of Tenant's business and/or assets, in which case Landlord's consent shall not be required.

18. Compliance with Laws/Governmental Regulations. Tenant hereby represents and agrees with respect to all matters relating to the use and operation of the Leased Premises and its performance of the activities contemplated under this Lease, and Landlord hereby represents and agrees with respect to the ownership, use and operation of the Property and its performance of the activities contemplated under this Lease, that it is and shall remain in substantial compliance with all applicable Governmental Regulations pertaining thereto. For purposes of this Lease, the term "**Governmental Regulations**" shall mean any present or future federal, state, municipal, local, administrative or environmental laws, statutes, ordinances, rules, regulations, policies, judgments or orders, including any permits, certificates, licenses, consents, waivers, franchises, privileges, approvals, exceptions, variances, exemptions, registrations, filings or authorizations.

19. Quiet Enjoyment. Landlord covenants that if and so long as Tenant pays the Rent and performs the obligations required herein, Tenant shall at all times during the Term hereof peaceably have, hold and enjoy the Leased Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord. Landlord further covenants that it shall not permit the Property to be altered or obstructed without Tenant's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, nor shall Landlord hinder, in any manner, which interferes with Tenant's business or use and enjoyment of the Leased Premises.

19A. STB Jurisdiction. Landlord acknowledges that Tenant's use and occupancy of the premises as a common carrier by railroad brings the termination of the within lease and/or the abandonment of the railroad line under the jurisdiction of the Surface Transportation Board and that the approval of the Surface Transportation Board is required for the termination of the within lease and/or the abandonment of the railroad line.

If Tenant is in violation of any of the terms of the within lease agreement, Tenant agrees that it will not oppose any petition that may be filed with the Surface Transportation Board seeking adverse abandonment authority.

20. Limitation of Liability. No individual who is a member of a joint venture, limited liability company, firm or partnership (general or limited) which may be, or may have been, the Landlord or Tenant hereunder, or any successor in interest of either, shall be subject to personal liability with respect to any of the covenants or obligations of the Tenant or Landlord under this Lease, irrespective of negligence or other fault.

21. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflict of law principals.

22. Landlord Representations. Landlord covenants, warrants and represents that (i) it holds fee simple title to the Property (excepting any railroad tracks located thereon), (ii) it has not conveyed any interest in the Property to any third party by lease, option or otherwise, excepting the lease to Elrac, Inc dated July 9, 2002 which contains a right of first refusal to purchase (the “**Elrac Lease**”), and (iii) it has the authority to lease the Leased Premises and to grant the Easements.

23. ISRA. In the event Tenant exercises the purchase option described in Section 24 below, Tenant agrees that, in addition to its obligations pursuant to Section 24 below, it shall take all action necessary to comply with the provisions of N.J.S.A. 13K-1 *et seq* (“**ISRA**”) and bear all costs and expenses in connection therewith, including without limitation state agency fees, application fees, engineering fees investigation and clean-up costs, and the costs of obtaining a no further action letter (“**ISRA Costs**”); provided, however, Tenant shall not assume any liability arising out of, related to or resulting from any damage or injury to, or loss of, natural resources, which is imposed at any time upon Landlord, or imposed at any time upon Tenant due to the Pre-Existing Conditions (“**NRD Liability**”), and any such NRD Liability shall be excluded from ISRA Costs. Landlord shall cooperate with Tenant as needed on any and all ISRA filings and requirements. Notwithstanding the foregoing or anything to the contrary set forth herein, unless and until the Property is purchased by Tenant pursuant to Section 24 below, nothing contained in this Section 23 shall be construed as overriding Section 12 above, entitled “Indemnification”, the terms of which shall take precedence over and supersede this Section 23.

24. General Provisions.

(a) **Authorization; Binding Obligation.** Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation, (ii) that the execution, delivery and performance of this Lease have been duly authorized by all necessary actions of such party, respectively, and (iii) that this Lease is a valid and binding obligation of such party, respectively, enforceable in accordance with its terms.

(b) **No Joint Venture.** The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint venturers; it being understood that the relationship of the parties hereto is that of landlord and tenant.

(c) **Memorandum of Lease/Easements.** The Easements and/or a Memorandum of Lease setting forth the leasehold property, the Term hereof, and the easement, purchase option and subordination provisions contained herein shall be executed by Landlord and Tenant in recordable form at the request of either party. Either party shall have the right to record such Easements and/or Memorandum of Lease and all recording fees shall be paid by the party so requesting recordation.

(d) **Confidentiality.** With the exception of the terms contained in any Memorandum of Lease which is executed and recorded pursuant to the terms hereof, each party agrees to treat the pricing and other terms set forth in this Lease as being confidential and proprietary, and neither party shall disclose such pricing or other terms to any third party, unless pursuant to a sale or financing transaction, or required by law.

(e) Notice. Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth below or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed effectively served upon mailing.

If to Tenant, addressed to:

Intermodal RR Transfer, LLC
109 Spring Street
Millburn, NJ 07041
Attn: Jonathan Usdin, Manager

If to Landlord, addressed to:

JacJon Associates, LLC
616 South Orange Avenue, Suite 3M
Maplewood, NJ 07040
Attn: Jack Usdin, Manager

(f) Entire Agreement. This Lease contains the entire agreement of the parties with respect to the transactions contemplated herein, supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof, and may not be changed, modified or amended except in a writing signed by both parties.

(g) Construction/Capitalized Terms. This Lease was actively negotiated by both parties. Accordingly, the language of all parts of this Lease shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. Capitalized terms contained herein shall have the meanings set forth herein unless otherwise indicated.

(h) Severability. If any provision of this Lease is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of the Lease shall remain in full force and effect.

(i) Waiver. No waiver of a breach of any of the terms, conditions, provisions, warranties or covenants contained in this Lease shall be construed to be a waiver of any prior or succeeding breach of the same term, condition, warranty, provision or covenant or of any other term, condition, provision, warranty or covenant of this Lease.

(j) Brokerage. Landlord and Tenant warrant, each to the other, that it is not obligated to pay a real estate commission to any broker or other person in connection with this Lease, and each party shall indemnify and hold the other harmless from any and all claims resulting from its breach of the foregoing warranty.

(k) Counterparts; Facsimile. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. A facsimile signature binds the same as an original.

(l) Binding Nature. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, representatives and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written.

Tenant: Intermodal RR Transfer, LLC

Landlord: JacJon Associates, LLC

By: Stainless Recycling Corp
General Partner

By: _____
Jonathan Usdin, Manager

By: _____
Jack Usdin, President