

SEP 8 - 1970 - 9 10 AM

RAILROAD EQUIPMENT LEASING AGREEMENT

INTERSTATE COMMERCE COMMISSION

Leasing Agreement made as of the 15th day of July, 1970, in the City of Boston, Commonwealth of Massachusetts; by and between THE COMMONWEALTH PLAN, INC. of Boston, Massachusetts (herein called "Lessor") and CRYSTAL CAR LINE of Chicago, Illinois (herein called "Lessee").

In consideration of the mutual covenants hereinafter contained, Lessor and Lessee agree as follows:

1. Definitions. As herein used:

(a) "Equipment" means those units of the following types of railroad equipment owned or to be owned by the Lessor and leased by the Lessor to the Lessee as provided herein:

<u>Type</u>	<u>AAR Mechanical Description</u>	<u>Number Of Units</u>	<u>Marked</u>	<u>Numbered</u>
New 4,650 cu. ft. cap. Covered Hopper Cars	LO	30	"Property of The Commonwealth Plan, Inc., Owner and Lessor"	CCLX 60031 through CCLX 60060
New 16,327 Gallon Tank Cars, Class DOT 111 A 100-W1	TM	10	"Property of The Commonwealth Plan, Inc., Owner and Lessor"	CCLX 1631 through CCLX 1640

(b) "Acquisition cost" of each unit of Equipment is the amount shown for such Equipment on the following schedule:

<u>Type</u>	<u>Acquisition Cost</u>
New 4,650 cu. ft. cap. Covered Hopper Cars	\$16,270.00
New 16,327 Gallon Tank Cars, Class DOT 111 A 100-W1	\$20,790.00

(c) "Individual Leasing Record" is a record with respect to Equipment dated the date of the Lessor's check payable to the vendor of the Equipment and setting forth a full description of the Equipment, its acquisition cost, the location of the Equipment and such other details as the parties may desire. The Individual Leasing Record shall contain a short form of lease to be executed by each of the parties reading substantially as follows:

"The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of, the Equipment described above. The covenants, terms and conditions of this lease are those appearing in a Railroad Equipment

Leasing Agreement between the undersigned Lessor and Lessee dated as of 1970, which covenants, terms and conditions are hereby incorporated by reference.

THE COMMONWEALTH PLAN, INC., Lessor

By _____

CRYSTAL CAR LINE, Lessee

By _____"

(d) "Rent" and "estimated market value" for each unit of Equipment for any partial first month and for each full month during the lease of the Equipment will be dollar amounts bearing the same ratios to the monthly rental and estimated market value for such month set forth in the Exhibit pertaining to such Equipment annexed hereto as the acquisition cost of such Equipment bears to One Thousand Dollars (\$1,000). The following Exhibits annexed hereto relate to the types of Equipment set forth below:

<u>Exhibit</u>	<u>Type of Equipment</u>
A	New 4,650 cu. ft. cap. Covered Hopper Cars, and New 16,327 Gallon Tank Cars, Class DOT 111 A 100-W1

2. Agreement for Lease of Equipment. Lessor and Lessee agree that on or before October 31, 1970 Lessor shall acquire and lease to Lessee and Lessee shall lease from the Lessor Equipment having a total aggregate acquisition cost of approximately \$700,000.00, provided that the Equipment can be obtained. In addition, Lessor shall lease to Lessee and Lessee shall lease from Lessor such other Equipment as may be mutually agreed upon. All such leases shall be entered into in the manner and upon the terms and conditions set forth in this Agreement. Lessor and Lessee shall evidence their agreement to lease particular units of Equipment by signing and delivering to each other an Individual Leasing Record describing the Equipment. Lessee will advise Lessor concerning Equipment to be purchased by Lessor for lease hereunder. Upon such advice Lessor will issue its purchase order to the manufacturer of the Equipment pursuant to Lessee's advice. The Lessee shall be obligated to lease from the Lessor the Equipment covered by such purchase orders upon delivery thereof to the Lessee.

3. Delivery. Lessor shall not be liable to Lessee for any failure or delay in obtaining or making delivery thereof. Upon delivery to and acceptance of Equipment by Lessee and receipt by Lessor of vendor's invoice for such Equipment approved by Lessee together with an Individual Leasing Record with respect to the Equipment duly executed by Lessee, Lessor shall remit to the vendor a check for the total of the vendor's invoice for such Equipment, provided that the amount paid to the vendor by Lessor shall not exceed the acquisition cost of the Equipment. If the amount paid to the vendor by Lessor is less than the acquisition

cost of the Equipment, to the extent that delivery costs or costs of additions to the Equipment have been met by Lessee, and do not exceed the acquisition cost, Lessor shall reimburse Lessee to the extent of such payment made by Lessee up to the amount of the acquisition cost. As between Lessor and Lessee, acceptance of Equipment by Lessee and execution by Lessee of an Individual Leasing Record with respect thereto shall constitute Lessee's acknowledgment that the Equipment is in good order and condition and is of the manufacture, design and capacity selected by Lessee, that Lessee is satisfied that the same is suitable for its purpose and that Lessor has made no representation or warranty, express or implied, with respect thereto.

4. Lease Term. The lease for each unit of Equipment shall become effective on the date of the Individual Leasing Record for the Equipment. Notwithstanding the foregoing, the provisions of Section 10 and the first sentence of Section 12 of this Leasing Agreement shall apply as between Lessor and Lessee with respect to any Equipment from the time the Equipment is ordered in accordance with the provisions of Section 2 of this Agreement. The Basic Term of the lease of any unit of Equipment shall be for the period of months shown in the following schedule for that type of Equipment under the heading "Basic Lease Term", plus, in the case of any Equipment the lease of which becomes effective on other than the first day of a month, any partial first month. Unless Lessee notifies Lessor in writing not less than 6 months prior to the expiration of the Basic Term of the lease of any Equipment that the lease of such Equipment shall terminate at the end of the Basic Term, the lease of the Equipment automatically shall be extended for the period of months shown for that type of Equipment on the following Schedule under the heading "First Extended Term". After the First Extended Term, the lease of any Equipment shall be automatically extended from month to month until terminated by the Lessee by notice in writing to Lessor not less than 10 days prior to the end of any such month; provided, however, that the lease of any Equipment which continues beyond the First Extended Term must terminate not later than the number of months shown for that type of Equipment on the following Schedule under the heading "Second Extended Term".

<u>Type of Equipment</u>	<u>Basic Lease Term</u>	<u>First Extended Term</u>	<u>Second Extended Term</u>
New 4,650 cu. ft. cap. Covered Hopper Cars	180	24	96
New 16,327 Gallon Tank Cars, Class DOT 111 A 100-W1	180	24	96

Upon any final termination of the lease of any Equipment, except pursuant to Sections 12 and 20, such Equipment shall be returned to the Lessor as provided in Section 13.

5. Rent. Lessee agrees to pay Lessor rent monthly in advance on the first day of each month. In the event Lessee fails to pay rent when due it shall pay, in addition to the rent due, an amount equal to 6% per annum of the overdue rent for the number of days such payment is overdue. Reports from Lessee shall be rendered

as close to the first of each month as possible covering the computation of rent and other payments due hereunder for the month, adjustments on the preceding month's rent resulting from commencement or termination of individual leases during such month and other appropriate items, if any.

6. Use of Equipment. Equipment leased hereunder shall at all times be the sole and exclusive property of Lessor, and Lessee shall have no rights or property therein except for its leasehold interests including the rights to the possession and use of the Equipment as herein provided. So long as Lessee is not in default in any obligation to the Lessor, Lessee shall have the right to use the Equipment in the regular course of its business or the business of any subsidiary or affiliate of the Lessee and to permit others to use the same for any lawful purpose. Such use shall be confined to the United States and occasional use in Canada and Mexico. Lessee shall use and operate Equipment or cause it to be used and operated only by personnel authorized by Lessee and Lessee shall use every reasonable precaution to prevent loss or damage to any Equipment from fire and other hazards. Lessor may inspect any Equipment at any reasonable time except that such right shall be limited to the extent required by applicable United States Government security regulations. Lessee's employees and agents shall cooperate fully with Lessor in the investigation of any claims and suits relating to Equipment. Lessee shall comply and shall use its best efforts to cause all persons using or operating Equipment to comply with all statutes, ordinances and regulations regarding the use and operation of the Equipment. Lessee may sublease any Equipment provided that the sublease is subject to and in conformity with this Leasing Agreement, and subject to any mortgage on such Equipment, but no sublease shall in any way limit or affect Lessee's obligations and duties hereunder. Lessee may not assign any right or interest hereunder except upon the written consent of Lessor which Lessor will not unreasonably withhold, but any such assignment shall in no way impair or limit Lessee's obligations hereunder. Lessee will not permit any lien or encumbrance to remain on Equipment other than liens placed thereon by Lessor or persons claiming against Lessor but not Lessee.

7. Improvement and Repair of Equipment. Lessor shall assign, or otherwise at Lessee's direction, make available to Lessee all of Lessor's rights under any vendor's or manufacturer's warranty on Equipment. Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of Equipment during the lease thereof. Lessee shall at all times, at its own expense, keep Equipment in good and efficient working order and repair, ordinary wear and tear excepted. In cases of loss or damage to Equipment due to fire or other casualty, Lessee shall have a reasonable time to make repairs. Lessee's responsibility shall apply regardless of the cause of damage and all risks with respect thereto are assumed by it. At its own expense, Lessee shall supply and replace all parts to the Equipment and shall supply the necessary power and other items required in the operation of the Equipment. Any replacement parts, improvements and additions to the Equipment shall become and remain the property of the Lessor, except that any improvements or additions made by the Lessee or a third party shall remain the property of the Lessee or such third party if they can be disconnected from the Equipment without impairing the functioning of the Equipment as originally constituted when first leased.

8. Identification Markings and Numbering. At or prior to the time of the delivery of any Equipment to the Lessee by the Lessor, the Lessee shall cause to be plainly, distinctly, permanently and conspicuously placed or fastened upon each side of each unit of Equipment the following legend in letters not less than one inch in height:

"PROPERTY OF THE COMMONWEALTH PLAN, INC., OWNER AND LESSOR"

At or prior to the time of the delivery of any Equipment to the Lessee by the Lessor, the Lessee shall cause one of the Lessee's car numbers to be assigned to and placed on each side of each unit of Equipment delivered, such car numbers to be as follows:

Nos. CCLX 60031 through CCLX 60060 and Nos. CCLX 1631
through CCLX 1641

At all times after delivery the Lessee will cause each unit of Equipment to bear on each side thereof the aforesaid legend and the car number so assigned to it. Such car numbers may be changed by Lessee upon notice thereof to Lessor or any Assignee of Lessor.

9. Compliance with Laws and Rules. During the term of this Lease the Lessee will comply in all respects with all laws of the jurisdiction in which its operations involving the Equipment extend and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment; and in the event that such laws or rules require the alteration of the Equipment, the Lessee will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor, adversely affect the property or rights of the Lessor hereunder.

10. Indemnity. Lessee agrees to indemnify and hold harmless the Lessor against (i) any and all claims, demands and liabilities of whatsoever nature and all costs and expenses relating to or in any way or at any time arising out of the ordering, acquisition, title on acquisition, delivery, rejection, installation, possession, use, operation, control or disposition of the Equipment which accrued prior to the termination of this Lease and during the storage period provided in Section 13 hereof, and, with respect to any such costs, except to the extent the same are included in the acquisition cost of Equipment leased hereunder or are part of the general administrative expenses of the Lessor or represent legal expenses of the Lessor in connection with the negotiation and execution of this Leasing Agreement or agreements collateral hereto with Lessee, Lessor's Assignee, or any third party; (ii) all recording and filing fees, stamp taxes and like expenses with respect to mortgages on the Equipment from the Lessor to any mortgagee; (iii) all costs, charges, damages or expenses for royalties and/or claims and expenses of litigation, arising out of and necessitated by the assertion of any claim or demand based upon any infringement or alleged infringement of any patent or other right, by or in respect of any Equipment; provided, however, that Lessor will make available to Lessee all of Lessor's rights under any

similar indemnification from a manufacturer, that Lessor will, upon commencement of any such suit against it, furnish Lessee with a prompt written notice thereof, and that in the case of commencement of any such suit, Lessee shall be subrogated to Lessor's rights, if necessary, and shall assume and direct the defense thereof, and may settle the same in its discretion and shall receive all reasonable assistance required in the defense or settlement of such suit, provided that the Lessee shall reimburse Lessor for its reasonable costs and expenses incurred as a result of such assistance; (iv) all federal, state, county, municipal or other license or qualification fees and taxes whatsoever and penalties and interest thereon whether assessed, levied against or payable by the Lessee, the Lessor or otherwise, with respect to the Equipment or the purchase, sale, rental, use, operation, control or ownership of Equipment or measured in any way by the value thereof, or by the business of the Lessor with respect thereto, excepting taxes on the net income of the Lessor determined substantially in the same manner as net income is presently determined under the Federal Internal Revenue Code; provided, however, that Lessor shall, subject to reimbursement for reasonable costs and expenses, give all reasonable assistance and cooperation to Lessee whenever the latter desires in good faith to contest the validity or amount of any such license, fee or tax by appropriate legal or administration proceedings and, provided, further, that Lessee shall be subrogated to Lessor's rights, if necessary, and shall have the right to control the proceedings and to settle them in its discretion.

11. Insurance. The Lessee shall, at its own cost and expense, with respect to each unit of Equipment maintain insurance protecting Lessor, Lessee and any holder of a mortgage from the Lessor as hereinafter provided, covering (a) fire and extended coverage risks of the type usually insured against by companies owning or operating railroad cars of a character similar to the Equipment and (b) liability for bodily injury and property damage resulting from the operation of the Equipment. All such insurance shall be in reputable companies. The comprehensive policies shall be in an amount not less than the estimated market value of the Equipment and shall be payable to the Lessor, Lessee and any such mortgagee as their interests may appear, it being understood that said policies may contain a \$5,000 deductibility provision and that Lessee shall be entitled to any insurance proceeds payable by reason of any loss or damage which is replaced or repaired by Lessee. Policies covering bodily injury and property damage shall provide not less than \$200,000 for injury to or death of one person, and subject to that limit for each person, a total liability of \$500,000 for all persons injured or killed in the same accident and shall also provide not less than \$100,000 for damage, destruction and/or loss of use of property of third persons as a result of any one accident. All policies of insurance shall provide for a ten-day written minimum cancellation notice to the Lessor and any such mortgagee, and Lessee shall furnish Lessor certificates or other evidence satisfactory to Lessor of compliance by Lessee with the provisions hereof.

12. Loss or Destruction of the Equipment. Lessee hereby assumes all risks of loss or damage to the Equipment howsoever the same may be caused. Lessee shall notify Lessor immediately of any loss or of any substantial damage to any Equipment and shall keep Lessor informed of all developments and correspondence regarding insurance rights and other rights and liabilities arising out of the loss or

damage. In the event of total destruction of any of the Equipment or damage beyond repair or the commandeering, conversion or other loss of any of the Equipment, or if the use thereof by the Lessee in its regular course of business is prevented by the act of any third person or persons or any governmental instrumentality, for a period exceeding ninety (90) days, or if any of the Equipment is attached (other than on a claim against the Lessor or anyone claiming under Lessor but not the Lessee) or is seriously damaged and the attachment is not removed or the Equipment not repaired, as the case may be, in a period of ninety (90) days, then in any such event (a) Lessee shall notify Lessor in writing of such fact, (b) within thirty (30) days thereafter the Lessee shall pay to the Lessor, or Lessor's Assignee, an amount equal to the difference between any proceeds of insurance collected by the Lessor as a result of such loss, damage or destruction and the estimated market value of such Equipment, (c) the lease of such Equipment shall continue until such payment has been received by the Lessor, or Lessor's Assignee, and shall thereupon terminate, and (d) upon such payment all title to and rights in such Equipment and any uncollected insurance thereon shall automatically pass to the Lessee.

13. Surrender of Equipment. Upon the final termination of the lease as to any Equipment (other than a termination as provided for in Section 12), Lessee shall surrender such Equipment to the Lessor in good order and repair, ordinary wear and tear excepted. For the purpose of delivering possession of Equipment to the Lessor, the Lessee shall at its own cost and expense assemble such Equipment and place it upon such storage tracks of the Lessee as the Lessor may designate or, in the absence of such designation, as the Lessee may select. The Lessee shall permit the Lessor to store such Equipment on such tracks for a period not exceeding 30 days, and Lessee shall transport or cause to be transported such Equipment at any time within such 30 day period, to any place or places as may be agreed upon by the Lessor and Lessee.

14. Events of Default. The following events of default by the Lessee shall give rise to rights on the part of the Lessor described in Section 15:

(a) Default in the payment of rent hereunder beyond the tenth (10th) day of the month for which the rent is due and the continuation of such default in payment for more than five (5) days after written notice to Lessee and CPC International Inc. sent by registered or certified mail;

(b) Default in the payment or performance of any other liability, obligation, or covenant of the Lessee to the Lessor and the continuance of such default for thirty (30) days after written notice to the Lessee and CPC International Inc. sent by registered or certified mail;

(c) The termination of existence or business failure of, or the making of an assignment for the benefit of creditors by the Lessee; or

(d) The institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against the Lessee and, if instituted against the Lessee, its consent thereto or the pendency of such proceedings for thirty (30) days.

15. Rights of Lessor Upon Default of Lessee. Upon the occurrence of any of the events of default described in Section 14 the Lessor may in its discretion do one or more of the following:

(a) Terminate this lease upon five (5) days' written notice to the Lessee sent by registered or certified mail;

(b) Whether or not this lease is terminated, take immediate possession of any or all of the Equipment, including substituted parts, accessories or equipment and/or other equipment or property of the Lessor in the possession of the Lessee, wherever situated, and for such purpose, enter upon any premises without liability for so doing;

(c) Sell, dispose of, hold, use or lease any Equipment or other property of the Lessor as the Lessor in its sole discretion may decide, without any duty to account to Lessee with respect to such action or any proceeds thereof.

If after default Lessor pursuant to the foregoing sentence sells or disposes of any Equipment, Lessee shall be liable to Lessor for and Lessor may recover from Lessee the amount by which the proceeds of such sale or other disposition, less expenses of retaking, storage, repairing and sale, and reasonable attorneys' fees incurred by Lessor, is less than the sum of (i) all due and unpaid rent for such Equipment to the date of such sale or disposition, (ii) the then estimated market value of such Equipment, (iii) all other amounts payable under this Agreement by the Lessee with respect to such Equipment and (iv) all costs, expenses, losses and damages necessarily incurred or sustained by reason of such event of default.

If after default Lessee fails to deliver or converts or destroys any Equipment, Lessee shall be liable to the Lessor for all unpaid rent to the date of such failure to deliver, conversion or destruction of such Equipment plus its estimated market value at the time and plus all costs and expenses necessarily incurred by reason of the default. If after default Lessee delivers Equipment to Lessor or if Lessor repossesses Equipment, and holds, uses or leases the same pursuant to the first sentence of this Section, Lessee shall be liable for and the Lessor may recover from the Lessee all unpaid rent to the date of such delivery or repossession plus all loss and damages necessarily sustained and all costs and expenses incurred by reason of the default.

16. Assignment by Lessor of Rights Under This Lease and Mortgages of Equipment to an Assignee. Lessee acknowledges notice that Lessor proposes to finance its acquisition and ownership of the Equipment by borrowing and in that connection may, as security, grant to an Assignee chattel mortgages on the Equipment, it being understood, however, that such chattel mortgages shall contain a provision to the effect that all rights thereunder shall be subject to the rights of Lessee under this Agreement. Lessee also acknowledges notice of the intended assignment by the Lessor to an Assignee of the rents and all other sums due and to become due hereunder, all as security for obligations of the Lessor to the Assignee pursuant to said assignment. After such assignment the terms and provisions of this Agreement may not be altered, modified or waived without the written consent of such Assignee and after such assignment and written notice thereof to the Lessee, the Lessee shall make payment of all rents and other payments due hereunder

directly to the Assignee, and such payments shall discharge the obligations of the Lessee to Lessor hereunder to the extent of such payments. The assignment by the Lessor to the Assignee of rights hereunder shall not transfer to the Assignee the general title to Equipment or impose on the Assignee any of the duties or obligations of the Lessor hereunder, but in all other respects the Assignee shall have all the rights of the Lessor hereunder to the extent necessary to realize upon rents and other monies payable by the Lessee and to protect the Assignee's security interest in Equipment resulting from the chattel mortgage.

17. Investment Tax Credit. Lessor agrees that any credit for investment in depreciable property which by the investment in the Equipment may be made available to Lessor under the Internal Revenue Code of 1954, as amended, or as such Code may subsequently be amended during the term of this Lease, shall be passed on to Lessee at its request in writing whenever and to the extent Lessor has the right to pass any such credit to Lessee by election or otherwise.

18. Filing of Agreement. The parties agree that this Railroad Equipment Leasing Agreement shall be filed by the Lessor with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. Upon request by the Lessor, the Lessee will prepare, execute, acknowledge and deliver to Lessor one or more Supplements to this Leasing Agreement describing units of Equipment leased hereunder and Lessor shall execute, acknowledge and file such Supplements with the Interstate Commerce Commission. Upon termination of the lease of any unit of Equipment Lessor and Lessee shall execute any appropriate instrument requested by the other for filing with the Interstate Commerce Commission as evidence of termination of the lease of such unit of Equipment.

19. Mileage Allowances. The Lessor agrees that, unless an event of default specified in Section 14 hereof shall have occurred and be continuing, it will within 20 days after the end of each calendar month remit, but only to the extent not theretofore remitted and only insofar as applicable laws and regulations allow, all mileage allowances, rentals and/or other compensation payable by carriers by reason of use of the Equipment (hereinafter called "Mileage") paid to the Lessor during such calendar month.

The Lessee will, at its expense, supervise and effect the collection of all Mileage, whether payable to the Lessor or to the Lessee, and in connection therewith will at its own expense maintain all such reports, prepare all such drafts or vouchers and take all such other action as may be necessary or proper for the collection and adjustment of Mileage, and the Lessee agrees that it will pay or reimburse the Lessor for any expense incurred by the Lessor in connection with the collection of Mileage. The Lessee agrees (a) that the Lessor shall have no responsibility for, nor shall the Lessor be required to take any action in connection with, the collection of Mileage, and (b) that the Lessor shall incur no liability to the Lessee as a result of any action taken by it, or its failure to take any action, in connection with the collection of Mileage. Lessor will, concurrently with the signing of this Agreement, give to certain employees of Lessee to be designated by Lessee a Power of Attorney to collect Mileage in Lessor's name and to remit all of same to Lessee insofar as the law permits. Lessor acknowledges that said Power of Attorney shall be a power coupled with an

interest and shall not be cancellable during the term of this Agreement, unless an event of default specified in Section 14 hereof shall have occurred and be continuing in which event said Power of Attorney shall be cancellable.

The Lessee shall annually on a calendar year basis, within 60 days of January 1, render to Lessor an account setting forth the total amount of Mileage received by the Lessee on account of the Equipment and the total amount of Lessee's costs and expenses which Lessee has determined were properly reimbursable out of such total Mileage. In addition, the Lessee shall, at its expense, whenever requested by the Lessor, furnish the Lessor with an opinion from Counsel satisfactory to Lessor and Lessee or a ruling or other evidence satisfactory to Lessor that the remittance of any specified Mileage to be paid by the Lessor to the Lessee will not be in violation of any applicable law or regulation.

The Lessee agrees so to use the Equipment that the Lessor shall not be obligated to make any payment to any railroad company of Mileage or other charge as a result of the use of the Equipment over the lines of railroad of such railroad company, whether because of the relationship of Mileage under load and empty mileage or otherwise, and if the Lessor shall be required to make any such payment to any railroad company, the Lessee agrees to immediately reimburse the Lessor for each such payment. For the purposes of this paragraph, railroad mileage and junction reports relating to the Equipment shall be prima facie evidence of the facts reported therein.

Notwithstanding anything in this Section 19 contained, the Lessee shall remain liable for the payment of all rents and all other sums due Lessor or any Assignee of Lessor under this Leasing Agreement and for the performance and observance of all the other covenants, conditions and agreements of this Leasing Agreement.

20. Early Termination. It is the intention of the parties that Lessee shall have the benefit of all Mileage payable by railroads by reason of the use of Equipment leased under this Agreement. It is agreed, therefore, that if the law or regulations as to mileage allowances shall either change or be so applied that Lessee cannot keep all of the Mileage so payable then Lessee shall have the right to an early termination of any lease entered into in accordance with this Agreement. Such termination may be made effective at Lessee's option on either the fifth or tenth anniversary of any such lease, provided Lessee shall have given Lessor notice of termination not less than sixty nor more than one hundred twenty days prior to said fifth or tenth anniversary. Upon the effective date of any such termination the Lessee shall either (a) forthwith purchase the Equipment covered by such lease at its fair market value, but such purchase price shall be in no event less than the estimated market value of such Equipment on the date of the purchase and Lessee shall forthwith transmit such purchase price to Lessor or Lessor's Assignee, or (b) as Lessor's agent, forthwith sell the Equipment covered by such lease to any third party and in that event, Lessee shall cause the proceeds of such sale to be transmitted forthwith to the Lessor or Lessor's Assignee; if the net proceeds of such sale are less than the estimated market value of such Equipment on the date of such sale, Lessee shall at the same

time pay an amount equal to such deficiency; if the net proceeds of such sale are more than such estimated market value, Lessee may retain such excess. The costs of any sale to Lessee or to a third party, including any sale or use tax, shall be paid by Lessee. Subject to reimbursement for necessary expenses, Lessor will cooperate with Lessee in connection with any such purchase or sale and will delivery at Lessee's direction a duly executed and acknowledged Bill of Sale or other appropriate title documents assigning, transferring and conveying the Equipment to the purchaser, title to the same to be free and clear of all liens, mortgages or other encumbrances which may have been placed thereon by Lessor, any mortgagee of Lessor or any of Lessor's assigns or successors in interest, otherwise the title and Equipment to be conveyed on an "as-is", "where-is" basis.

21. Miscellaneous. This Agreement and all rights hereunder shall be governed by the law of Massachusetts. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission or otherwise be deemed to have waived any of its right or remedies hereunder or under any other instrument given hereunder unless such waiver is given in writing and the same shall be binding to the extent therein provided and only upon the parties signing the same. A waiver on any one occasion shall not be construed as a waiver on any future occasion. No executory agreement shall be effective to change, modify or discharge, in whole or in part, this Leasing Agreement, or any other instrument given in connection therewith unless such executory agreement is in writing and signed by the party to be charged therewith. All rights, remedies and powers granted herein, or in any other instrument given in connection herewith, shall be cumulative and may be exercised singularly or cumulatively. This Agreement is, and is intended to be, a lease and Lessee does not acquire hereby any right, title, equity or interest in or to the Equipment, except to use the same under the terms hereof. Any notice required or permitted to be given hereunder shall be deemed to have been served upon the expiration of the second day after posting in the United States Post Office from which any registered or certified letter may be sent. The invalidity of any portion of this Agreement shall not affect the force and effect of the remaining valid portions hereof. This Agreement constitutes the entire agreement between the parties hereto and no representations, warranties, promises, guarantees or agreements, oral or written, have been made by either party hereto with respect to this Agreement or to the Equipment, except as expressly provided herein.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Leasing Agreement as of the day and year first above written.

ATTEST:



Secretary

ATTEST:



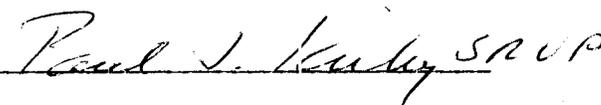
Clerk

CRYSTAL CAR LINE, Lessee

By 

Vice President

THE COMMONWEALTH PLAN, INC., Lessor

By 

Paul S. Kudry SR VP

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss:

On this 10th day of July, 1970, before me personally appeared D. H. Gleason, to me personally known, who, being by me duly sworn, says that he is a Vice President of Crystal Car Line, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara Hajnoski
Notary Public

My Commission Expires:

BARBARA HAJNOSKI
NOTARY PUBLIC - NEW JERSEY
My Commission Expires August 14, 1974

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss:

On this 3rd day of September, 1970, before me personally appeared PAUL J. KIRBY, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of The Commonwealth Plan, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Roma Mary Gleason
Notary Public

My Commission Expires: August 14, 1975

EXHIBIT A

Rent and estimated market values for Equipment having an Acquisition Cost of \$1,000.

Daily Rent for any partial first month:	\$.29
Rent for each full month during Basic Term of lease:	\$10.75
Rent for each full month during First Extended Term of lease:	\$10.75
Rent for each full month during Second Extended Term of lease (Covered Hopper Cars only):	\$.68
Rent for each full month during Second Extended Term of lease (Tank Cars only):	\$.88

<u>MONTH #</u>	<u>ESTIMATED MARKET VALUE (after payment of rent for such month)</u>	<u>MONTH #</u>	<u>ESTIMATED MARKET VALUE (after payment of rent for such month)</u>
1	998.00	48	881.34
2	995.98	49	878.30
3	993.94	50	875.24
4	991.89	51	872.15
5	989.82	52	869.03
6	987.73	53	865.88
7	985.62	54	862.71
8	983.49	55	859.51
9	981.35	56	856.28
10	979.19	57	853.02
11	977.01	58	849.73
12	974.81	59	846.42
13	972.59	60	843.08
14	970.35	61	839.71
15	968.09	62	836.31
16	965.81	63	832.88
17	963.51	64	829.42
18	961.19	65	825.93
19	958.85	66	822.41
20	956.49	67	818.86
21	954.11	68	815.28
22	951.71	69	811.66
23	949.29	70	808.01
24	946.85	71	804.33
25	944.38	72	800.62
26	941.89	73	796.88
27	939.38	74	793.10
28	936.85	75	789.29
29	934.30	76	785.45
30	931.73	77	781.57
31	929.13	78	777.66
32	926.51	79	773.71
33	923.87	80	769.73
34	921.20	81	765.72
35	918.51	82	761.67
36	915.80	83	757.58
37	913.06	84	753.46
38	910.30	85	749.30
39	907.52	86	745.11
40	904.71	87	740.88
41	901.88	88	736.61
42	899.02	89	732.31
43	896.14	90	727.97
44	893.23	91	723.59
45	890.30	92	719.17
46	887.34	93	714.71
47	884.35	94	710.21

EXHIBIT A continued

<u>MONTH #</u>	<u>ESTIMATED MARKET VALUE (after payment of rent for such month)</u>
95	705.67
96	701.09
97	696.47
98	691.81
99	687.11
100	682.37
101	677.59
102	672.77
103	667.91
104	663.00
105	658.05
106	653.06
107	648.02
108	642.94
109	637.82
110	632.65
111	627.44
112	622.18
113	616.87
114	611.52
115	606.12
116	600.67
117	595.18
118	589.64
119	584.05
120	578.41
121	572.72
122	566.98
123	561.19
124	555.35
125	549.46
126	543.52
127	537.53
128	531.48
129	525.38
130	519.23
131	513.02
132	506.76
133	500.44
134	494.07
135	487.64
136	481.16
137	474.62
138	468.02
139	461.37
140	454.66
141	447.89
142	441.06
143	434.17
144	427.22
145	420.21
146	413.14
147	406.00

<u>MONTH #</u>	<u>ESTIMATED MARKET VALUE (after payment of rent for such month)</u>
148	398.60
149	391.54
150	384.22
151	376.83
152	369.38
153	361.86
154	354.28
155	346.63
156	338.91
157	331.13
158	323.28
159	315.36
160	307.37
161	299.31
162	291.18
163	282.98
164	274.71
165	266.36
166	257.94
167	249.45
168	240.88
169	232.24
170	223.52
171	214.73
172	205.86
173	196.91
174	187.88
175	178.77
176	169.58
177	160.31
178	150.96
179	141.53
180	132.02
181	122.43
182	112.75
183	102.99
184	93.14
185	83.20
186	73.18
187	63.07
188	52.87
189	42.58
190	32.20
191	21.73
192	11.17
193	.52
194th and each month thereafter	.00

CRYSTAL CAR LINE, Lessee

By *[Signature]*

THE COMMONWEALTH PLAN, INC., Lessor

By *[Signature]*