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RECORDATION NO. \_\_\_\_\_ Filed & Recorded

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CERTIFICATE OF NOTARY PUBLIC INTERSTATE COMMERCE COMMISSION

I, Joan M. Farrell a duly commissioned Notary Public for the Commonwealth of Massachusetts do hereby certify that I have compared the attached copy of Railroad Equipment Leasing Agreement dated March 7, 1972 between The Commonwealth Plan, Inc. and Vulcan Materials Company, with the original of said Railroad Equipment Leasing Agreement and that I have found that the attached copy is in every respect a true, exact and correct copy of the said original.

IN WITNESS WHEREOF, I do hereto set my hand and seal as a Notary Public as the aforesaid, this 22nd day of March, 1972, in the City of Boston, County of Suffolk, Commonwealth of Massachusetts.

Joan M. Farrell  
Notary Public

My Commission Expires: September 10, 1977

RAILROAD EQUIPMENT LEASING AGREEMENT

Leasing Agreement made as of the 7th day of March, 1972, in the City of Boston, Commonwealth of Massachusetts, by and between THE COMMONWEALTH PLAN, INC., of Boston, Massachusetts (herein called "Lessor") and VULCAN MATERIALS COMPANY, of Birmingham, Alabama (herein called "Lessee").

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

1. Definitions. As herein used:

(a) "Equipment" is railroad equipment owned or to be owned by the Lessor and leased by the Lessor to the Lessee as provided herein, as described in Exhibit A attached hereto and made a part hereof and such other units of railroad tank cars as Lessor and Lessee may agree upon.

(b) "Acquisition Cost" of each unit of Equipment is an amount equal to the sum of the vendor's delivered price, any excise tax on such Equipment, any sales and use taxes, expenses of installation and freight and other expenses required to effect delivery of the Equipment to the Lessee.

(c) "Individual Leasing Record" is a record with respect to Equipment dated the date of the acceptance of the Equipment by the Lessee and setting forth a full description of the Equipment, its Acquisition Cost, the home base 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 March 7, 1972, which covenants, terms and conditions are hereby incorporated by reference.

The Commonwealth Plan, Inc., Lessor      Vulcan Materials Company, Lessee

By \_\_\_\_\_ By \_\_\_\_\_  
Vice President "

(d) "Rent" and "Estimated Market Value" for each unit of Equipment for each 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 attached hereto as the Acquisition Cost of such Equipment bears to One Thousand Dollars (\$1,000). The following exhibits attached hereto relates to the types of Equipment set forth below:

<u>Exhibit</u>	<u>Type of Equipment</u>
B	Railroad tank cars as specifically described in Exhibit A.

2. Agreement for Lease of Equipment. Lessor and Lessee agree that on or before April 30, 1972 Lessor shall acquire and lease to Lessee and Lessee shall lease from the Lessor Equipment having a total aggregate Acquisition Cost of approximately \$250,000.00, 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. A request by the Lessee to the Lessor to acquire particular Equipment for lease hereunder shall obligate the Lessee to lease the Equipment from the Lessor upon delivery of the Equipment to the Lessee.

3. Delivery. Lessor shall not be liable to Lessee for any failure or delay in obtaining Equipment or making delivery thereof. Upon delivery of Equipment to 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, delivery of Equipment to 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 the Equipment is accepted by the Lessee, and the Individual Leasing Record for the Equipment shall be dated such date. If the lease of any Equipment becomes effective on other than the first day of a month, the rent for the first partial month of the lease of such Equipment shall be prorated in accordance with a formula set forth in the Individual Leasing Record or in the Exhibits annexed hereto. Notwithstanding the foregoing, the provisions of Section 10 and the first sentence of Section 12 of this Agreement shall apply as between Lessor and Lessee with respect to any Equipment from the time the Equipment is ordered by the Lessor pursuant to a request from the Lessee. The term of the lease of each unit of Equipment shall be for a period of five years from the last day of the month in which the lease of the Equipment was entered into. Thereafter the lease shall be extended from month to month until terminated as provided in Sections 12, 13, 14 or 16 hereof.

5. Rent. Lessee shall pay Rent monthly in advance. 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 but only the right to use the same 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 promptly notify Lessor in writing of any change in the home base of any unit of Equipment. 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 Agreement, 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 or 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 make available to Lessee all of its 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 first class condition and repair and in good and efficient working order, reasonable wear and tear only excepted, but Lessee shall have a reasonable time within which to repair any loss or damage to Equipment from fire or other casualty. This provision shall apply regardless of the cause of damage and all risks with respect thereto are assumed by Lessee. 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 or additions to the Equipment shall become and remain the property of the Lessee if it 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 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.

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 Agreement 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 any and all claims, demands and liabilities of whatsoever nature and all costs and expenses relating to or in any way arising out of:

(a) The ordering, delivery, acquisition, title on acquisition, rejection, installation, possession, use, operation, control or disposition of the Equipment except to the extent that such costs are included in the Acquisition Cost of Equipment leased hereunder within the time and dollar limits provided in Section 2 hereof (or within any extension of such limits agreed to in writing by Lessor and Lessee) and except for any general administrative expenses of the Lessor;

(b) all recording and filing fees, stamp taxes and like expenses with respect to mortgages on the Equipment from the Lessor to any mortgagee;

(c) all costs, charges, damages or expenses for royalties and/or claims and expenses of litigation, arising out of or 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 the manufacturer of the Equipment;

(d) 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 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;

and Lessee shall indemnify and hold Lessor harmless against any claim with respect thereto. Lessee shall forthwith upon demand reimburse Lessor for any sum or sums expended with respect to any of the foregoing, or shall pay for such amounts directly upon request from the Lessor or its Assignee. To the extent that Lessee in fact indemnifies Lessor under the indemnity provision of this Agreement, Lessee shall be subrogated to Lessor's rights in the affected transaction and shall have the right to control litigation related to the transaction and to determine the settlement of claims therein, and where all of the Acquisition Cost of Equipment is paid by Lessee to Lessor pursuant to this indemnity, Lessor shall convey to Lessee all of its right, title and interest in such Equipment.

11. Insurance. The Lessee shall, at its own cost and expense, with respect to each unit of Equipment maintain insurance on the Equipment as hereinafter provided, covering (a) fire and extended coverage risks and (b) liability for bodily injury and property damage resulting from the operation of 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. Policies covering bodily injury and property damage shall provide not less than \$500,000.00 for injury to or death of one person and, subject to that limit for each person, a total liability of \$1,000,000.00 for all persons injured or killed in the same accident and shall also provide not less than \$100,000.00 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 thirty - day written minimum cancellation notice to the Lessor and any mortgagee. 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 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 ten (10) days thereafter the Lessee shall pay to the Lessor, or Lessor's assignee, an amount equal to the Estimated Market Value of such Equipment at the time of payment, (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 insurance thereon shall automatically pass to the Lessee.

13. Termination of Leases of Equipment; Adjustment of Rent. After the expiration of five years from the last day of the month in which the lease of any Equipment is entered into, if such Equipment has become obsolete or is no longer useful in the Lessee's business, and provided that the Lessee is not in default hereunder, Lessee may arrange for the termination of the lease of such Equipment in the manner and with the consequences hereinafter set forth. After written notice to the Lessor and Lessor's assignee identifying the Equipment, the Lessee, as agent for the Lessor, shall proceed directly with negotiating the sale of such Equipment, and the Lessor shall execute and transmit to the Lessee all papers needed to effectuate the sale. Lessee shall cause the proceeds of sale of such Equipment to be transmitted promptly to the Lessor or Lessor's assignee. The lease of such Equipment and the Lessee's obligation to pay Rent shall continue until the end of the month during which such proceeds are received by the Lessor, or Lessor's assignee, and shall thereupon terminate. If the net proceeds of sale of such Equipment are less than the Estimated Market Value of such Equipment plus a termination rental payment in an amount equal to one per cent (1%) of the Acquisition Cost of such Equipment, the Lessee shall at the same time pay as additional rent an amount equal to such deficiency. If the net proceeds of sale of such Equipment are more than the Estimated Market Value of such Equipment at the time of the termination of the lease of such Equipment hereunder plus a termination rental payment in an amount equal to one per cent (1%) of the Acquisition Cost of such Equipment, the Lessor shall as an adjustment of Rent forthwith credit Lessee's account in an amount equal to such excess. If for any month funds are payable to Lessee under this Section, the amount so payable may be deducted by Lessee from funds payable during the same month by Lessee for Rent of Equipment.

14. Surrender of Equipment. Upon the final termination of the lease as to any Equipment (other than a termination as provided for in Sections 12 or 13), Lessee shall surrender such Equipment to the Lessor at the Lessee's property where the Equipment is then located or at such other place as may be agreed upon. Lessee shall cooperate with Lessor in effecting removal of the Equipment from Lessee's property. Lessee shall pay the Lessor any amount by which the cost of removing and disposing of any Equipment exceeds the salvage value of the Equipment.

15. 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 16:

(a) Default in the payment of Rent hereunder beyond the fifteenth (15th) day of the month for which the Rent is due; or

(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 sent by registered or certified mail by the Lessor; or

(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.

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

(a) Terminate this Agreement upon five (5) days' written notice to the Lessee sent by ordinary mail;

(b) Whether or not this Agreement 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) Whether or not any action has been taken under Sections 16 (a) or (b) above, the Lessor may sell any Equipment (with or without the concurrence or request of the Lessee) with the consequences set forth in Section 13 hereof;

(d) 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 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 plus a termination rental premium of one per cent (1%) of the Acquisition Cost of such Equipment and plus all costs and expenses incurred by reason of the default. If after default Lessee delivers Equipment to Lessor or if Lessor repossesses Equipment, 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 sustained and all costs and expenses incurred by reason of the default.

17. Assignment by Lessor of Rights Under This Agreement 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 as long as Lessee is not in default hereunder or under any lease, it shall be entitled to uninterrupted use of the Equipment on the terms herein provided. 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. 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 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. The rights of the assignee under such assignment, and of any participant in or subsequent assignee of such rights shall not be subject to any set-off or counterclaim arising out of any obligation of the Lessor with respect to the Equipment leased hereunder or the leasing of the Equipment, nor subject to any set-off or counterclaim by reason of any other indebtedness or liability at any time owing to the Lessee by the Lessor, except for the right of the Lessee to uninterrupted use of the Equipment as provided in said chattel mortgages on the Equipment.

18. Investment Tax Credit. To the extent that any Equipment leased hereunder is or becomes eligible for the investment credit under the Internal Revenue Code as now or hereafter in effect, Lessor shall elect to treat the Lessee as having acquired such Equipment and shall provide Lessee with an appropriate investment credit election provided that Lessee shall indemnify and hold harmless Lessor with respect to any adverse tax consequence other than the loss of the credit which may result from such election, and Lessee shall provide Lessor with a report or statement with respect to all Equipment as to which the investment credit election is applicable, such report or statement to be in such form as may be required for Internal Revenue Service reporting.

19. 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 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.

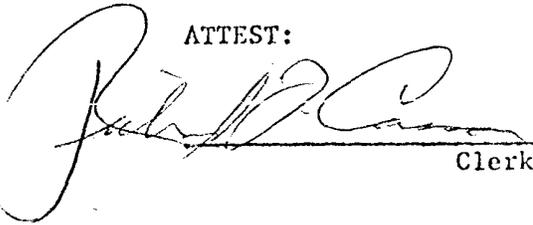
20. Mileage Allowances. The Lessor agrees that, unless an event of default specified in Section 15 shall have occurred and be continuing, it will remit or cause to be remitted, insofar as applicable laws and regulations allow, all mileage allowances received by, or due to Lessor, with respect to any Equipment which may be then under lease from Lessor to Lessee. Lessee shall render an annual accounting to the Lessor setting forth the total amount of its costs and expenses incident to the leasing of such Equipment which are properly reimbursable through mileage allowances (including, without limitation, rent, maintenance, insurance, operating expenses, taxes, accounting, legal, clerical, supervisory and management expenses and all allocable portions of Lessee's overhead expense with respect to the use of such Equipment) paid or incurred during the accounting period and the amount of the mileage allowances received by the Lessee on account of said Equipment during the same period. The Lessee may select the date for the first annual accounting during the first year of the lease of any Equipment hereunder and shall thereafter make an annual report as of the anniversary date of the first report. Reports may be rendered on a composite basis for all Equipment of a particular type. At the same time any report is made, Lessee shall make an adjustment of such mileage allowances if required under applicable law. To the extent permitted by applicable law, Lessee's right to receive mileage allowances shall be cumulative during the period covered by this Agreement. Lessee shall in no event set off any amounts received by Lessor as mileage allowances against any rent payable by Lessee under Section 5 hereof or against any other sums due Lessor or any assignee of Lessor under any other section of this Agreement. As used herein, mileage allowances shall include all sums due from any railroad for the use of any Equipment owned by the Lessor and leased to the Lessee. Whether or not this Agreement or the lease of Equipment hereunder has been terminated, the Lessee shall be liable for and shall promptly pay for any excess empty mileage incurred by the movements of such Equipment while leased hereunder. Upon the final termination of the lease of all Equipment hereunder, all mileage allowances which have not been set-off against the Lessee's costs and expenses as provided in this Section shall be retained by the Lessor. The Lessor further agrees that, in the event Lessor's counsel concludes that the method of accounting set out in this Section 20 is no longer applicable, then in such event the method of accounting set forth in this Section 20 shall be deleted and an appropriate accounting method shall be substituted in lieu thereof.

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 rights 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 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.

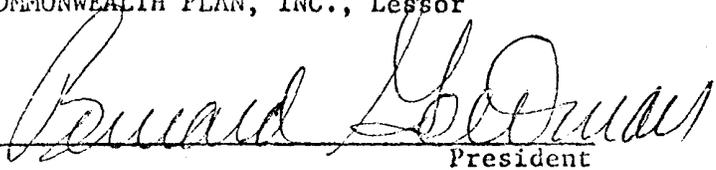
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Agreement as of the day and year first above written.

THE COMMONWEALTH PLAN, INC., Lessor

ATTEST:

  
Clerk

By

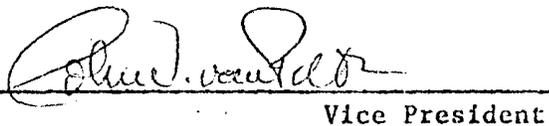
  
President

VULCAN MATERIALS COMPANY, Lessee

ATTEST:

  
Secretary

By

  
Vice President

STATE OF Massachusetts, )  
COUNTY OF Suffolk ) ss:

On this 7<sup>th</sup> day of March, 1972, before me personally appeared Bernard Goldman, to me personally known, who, being by me duly sworn, says that he is 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.

Jean M. Farrell  
Notary Public

My Commission Expires: September 10, 1977

STATE OF ALABAMA )  
COUNTY OF JEFFERSON ) ss:

On this 7th day of March, 1972, before me personally appeared John V. van Pelt, III, to me personally known, who, being by me duly sworn, says that he is Vice President, of Vulcan Materials Company, 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.

J. O. Cal  
Notary Public

My Commission Expires:

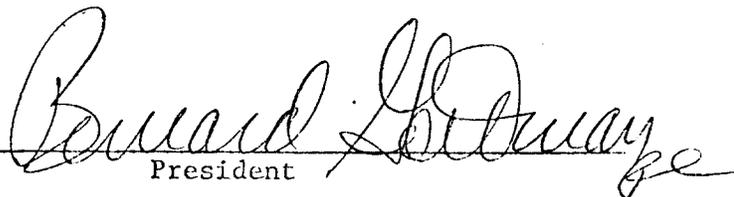
My Commission Expires January 12, 1975

EXHIBIT A

<u>TYPE</u>	<u>AAR MECHANICAL DESIGNATION</u>	<u>NO. OF UNITS</u>	<u>MARKED</u>	<u>REPORTING MARKS AND NUMBERS</u>
100 ton, 21,000-Gallon DOT 111A100W1 Railroad Tank Car T-104	TL	14	"Property of The Commonwealth Plan, Inc., Owner and Lessor"	VMCX 21001 VMCX 21002 VMCX 21003 VMCX 21004 VMCX 21005 VMCX 21006 VMCX 21007 VMCX 21008 VMCX 21009 VMCX 21010 VMCX 21011 VMCX 21012 VMCX 21013 VMCX 21014

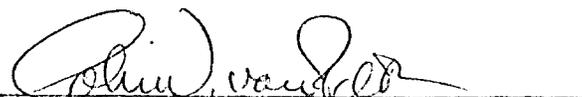
THE COMMONWEALTH PLAN, INC., Lessor

By

  
President

VULCAN MATERIALS COMPANY, Lessee

By

  
Vice President

Rent and Estimated Market Values for Equipment having an Acquisition cost of \$1,000.

Daily Rent for any partial first month: \$.24  
 Rent for each of first full 180 months: \$9.85  
 Rent for each full month after 180 months: \$.84

MONTH #	ESTIMATED MARKET VALUE (after payment of rent for such month)	MONTH #	ESTIMATED MARKET VALUE (after payment of rent for such month)
1	997.23	57	806.50
2	994.44	58	802.36
3	991.63	59	798.19
4	988.80	60	793.99
5	985.95	61	789.76
6	983.08	62	785.50
7	980.19	63	781.21
8	977.28	64	776.89
9	974.35	65	772.54
10	971.40	66	768.16
11	968.43	67	763.75
12	965.44	68	759.31
13	962.43	69	754.84
14	959.40	70	750.34
15	956.35	71	745.80
16	953.27	72	741.23
17	950.17	73	736.63
18	947.05	74	732.00
19	943.91	75	727.34
20	940.75	76	722.64
21	937.56	77	717.91
22	934.35	78	713.15
23	931.12	79	708.35
24	927.87	80	703.52
25	924.59	81	698.65
26	921.29	82	693.75
27	917.97	83	688.81
28	914.62	84	683.84
29	911.25	85	678.83
30	907.85	86	673.79
31	904.43	87	668.71
32	900.99	88	663.60
33	897.52	89	658.45
34	894.03	90	653.26
35	890.51	91	648.04
36	886.97	92	642.78
37	883.40	93	637.48
38	879.81	94	632.15
39	876.19	95	626.78
40	872.55	96	621.37
41	868.88	97	615.92
42	865.18	98	610.43
43	861.46	99	604.90
44	857.71	100	599.33
45	853.94	101	593.73
46	850.14	102	588.09
47	846.31	103	582.41
48	842.45	104	576.69
49	838.57	105	570.92
50	834.66	106	565.11
51	830.72	107	559.26
52	826.75	108	553.37
53	822.76	109	547.44
54	818.74	110	541.47
55	814.69	111	535.46
56	810.61	112	529.40

MONTH #	ESTIMATED MARKET VALUE (after payment of rent for such month)	MONTH #	ESTIMATED MARKET VALUE (after payment of rent for such month)
113	523.30	170	93.74
114	517.16	171	84.55
115	510.97	172	75.30
116	504.74	173	65.98
117	498.47	174	56.60
118	492.15	175	47.15
119	485.79	176	37.63
120	479.38	177	28.05
121	472.93	178	18.40
122	466.43	179	8.68
123	459.88	180th and	00.00
124	453.29	and each	
125	446.65	month there-	
126	439.96	after	
127	433.23		
128	426.45		
129	419.62		
130	412.74		
131	405.81		
132	398.83		
133	391.81		
134	384.74		
135	377.62		
136	370.44		
137	363.21		
138	355.93		
139	348.60		
140	341.22		
141	333.79		
142	326.30		
143	318.76		
144	311.17		
145	303.52		
146	295.82		
147	288.07		
148	280.26		
149	272.40		
150	264.48		
151	256.50		
152	248.47		
153	240.39		
154	232.23		
155	224.02		
156	215.76		
157	207.44		
158	199.06		
159	190.62		
160	182.12		
161	173.56		
162	164.94		
163	156.26		
164	147.52		
165	138.71		
166	129.84		
167	120.91		
168	111.92		
169	102.86		

THE COMMONWEALTH PLAN, INC., Lessor

By Bernard Goodman  
President

VULCAN MATERIALS COMPANY, Lessee

By Oliver W. Smith  
Vice President