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AGREEMENT and ASSIGNMENT

RECORDATION NO. _____ Filed & Recorded

MAY 7 1974 -3 25 PM

AGREEMENT and ASSIGNMENT dated as of this ^{3rd} day of ~~May~~ ^{May} 1974, between EMONS LEASING CO., INC., a corporation of the State of New Jersey with an office at 10 Fieldcrest Drive, East Brunswick, New Jersey (Vendor), and CENTRAL PENN NATIONAL BANK, 5 Penn Center Plaza, Philadelphia, Pennsylvania, a national banking association organized under the laws of the United States of America (Assignee).

WHEREAS, Vendor and MARYLAND AND PENNSYLVANIA RAILROAD CO., a corporation of the Commonwealth of Pennsylvania and the State of Maryland (Vendee), have entered into a Conditional Sale Agreement dated as of April 5, 1974 (Sale Agreement), providing for the sale on the conditions therein set forth, by the Vendor to the Vendee, of railroad boxcars as more particularly described therein, for use or intended for use in interstate commerce (Equipment), a copy of the original Conditional Sale Agreement being attached hereto;

NOW, THEREFORE, THIS AGREEMENT and ASSIGNMENT WITNESSETH that, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Vendor, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

1. Vendor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns:

(a) All right, title and interest of Vendor in and to the Sale Agreement, any and all amounts which may be or become due or owing by Vendee to Vendor under the Sale Agreement on account of the purchase price, and any other sums which may become due from Vendee under the Sale Agreement.

(b) All of Vendor's rights, powers, privileges and ~~remedies under the Sale Agreement~~ (without any recourse, however, against Vendor solely by reason of the failure of Vendee ^{to} make any

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INTERSTATE COMMERCE COMMISSION

any of the payments provided for in, or otherwise to comply with, any of the provisions of the Sale Agreement); provided, however, that this Agreement and Assignment shall not subject Assignee to, or transfer, or pass, or in any way affect or modify, the liability of Vendor in respect of its obligations contained in the Sale Agreement, or relieve Vendee from its obligations to Vendor under the Sale Agreement, it being understood and agreed that, notwithstanding this Agreement and Assignment, or any subsequent assignment pursuant to the provisions of Article of the Sale Agreement, all obligations of Vendor to Vendee in respect of the Equipment shall be and remain enforceable by Vendee, its successors and assigns, against and only against Vendor.

In furtherance of the foregoing assignment and transfer, Vendor hereby authorizes and empowers Assignee, in Assignee's own name or in the name of Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for Vendor, to ask, demand, sue for, collect, receive and enforce any and all sums to which Assignee is or may become entitled under this Agreement and Assignment and compliance by Vendee with the terms and agreements on its part to be performed under the Sale Agreement, but at the expense and liability and for the sole benefit of Assignee.

Anything in this Agreement and Assignment to the contrary notwithstanding, Assignee shall have no right to make demand upon Vendee for the purchase payments or any other sums due under the Sale Agreement, unless and until there shall have occurred an event of default which remains uncured during any applicable grace period under that certain Loan Agreement between Assignee and Vendor, et al, dated the terms of which are incorporated herein by reference thereto.

2. Vendor represents and warrants that, notwithstanding this Agreement and Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Sale Agreement set forth to be performed and complied with by Vendor. Vendor fur-

ther represents and warrants to Assignee, its successors and assigns, that at the time of execution and delivery of the Sale Agreement Vendor had legal title to the Equipment; the title to the Equipment was free of all claims, liens and encumbrances of any nature except only the rights of Assignee under that certain Chattel Mortgage and Security Agreement dated *MAY 3*, 1974, a copy of which has been delivered to Assignee, and the rights of Vendee under the said Sale Agreement.

Vendor further represents and warrants to Assignee, its successors and assigns, that the Sale Agreement was duly authorized and lawfully executed by Vendor for a valid consideration and is binding upon Vendor in accordance with its terms, and that the Sale Agreement is now in force without amendment thereto. Vendor further covenants and agrees that it will defend the title to the Equipment against the demands of all persons whomsoever, subject, however, to the provisions of the Sale Agreement and the rights of Vendee under the terms thereof.

3. Vendor covenants and agrees with Assignee that, in any suit, proceeding or action brought by Assignee under the Sale Agreement for any payment due and owing, or to enforce any provision of the Sale Agreement, or to recover any other sums due from Vendee in respect of the Equipment, Vendor will save, indemnify and keep harmless Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of Vendor arising out of a breach by Vendor of any obligation in respect of the Equipment or any obligation of Vendor pursuant to the Sale Agreement, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to Vendee by Vendor. Any and all such obligations shall be and remain enforceable by Vendee against, and only against, Vendor and shall not be enforceable against Assignee or any party or parties in whom title to the Equipment or any unit thereof

or the rights of Vendor under the Sale Agreement shall vest by reason of this assignment or of successive assignments or transfers. Vendor will indemnify, protect and hold harmless Assignee from and against any and all liabilities, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against Assignee or its assigns because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, article or material which infringes, or is claimed to infringe, on any patent or other right.

4. Vendor represents and warrants that, as soon as practicable after the Closing Date (as hereinafter defined), each unit of the Equipment delivered under the Sale Agreement will be plainly, distinctly, permanently and conspicuously marked by stenciling or otherwise on each side of each unit, in letters not less than one inch in height, with the following legend:

CENTRAL PENN NATIONAL BANK, SECURED PARTY.

5. On the Closing Date, which shall be the date which is specified under the aforesaid Loan Agreement, there shall be delivered to Assignee:

(a) A certificate, or certificates, signed by an authorized representative of Vendee, stating that the units of the Equipment have been inspected on behalf of Vendee; that such units are in good order and condition; that such units conform to all applicable Interstate Commerce Commission requirements and specifications and all standards recommended by the Association of American Railroads; and that such units are subject to the terms of the Sale Agreement.

(b) Certificates of Vendor, or an authorized representa-

tive of Vendor, and of Vendee to the effect that the Sale Agreement is in full force and effect and no default exists under the terms thereof, and no event has occurred which with the passage of time would constitute a default under the terms thereof.

(c) A favorable opinion of Messrs. Weiss, Rothard, Kaminsky and Slade, counsel for Vendor, stating that (i) the Sale Agreement has been duly authorized, executed and delivered and is a valid and binding instrument enforceable in accordance with its terms, (ii) this Agreement and Assignment has been duly authorized, executed and delivered by Vendor and is a valid and binding instrument enforceable in accordance with its terms, (iii) Assignee is vested with all the right, title and interest of Vendor in and to the Sale Agreement purported to be assigned to Assignee by this Agreement and Assignment, (iv) the Sale Agreement and this Agreement and Assignment are in recordable form for filing with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and, when recorded, will validly vest in Assignee a perfected security interest in the Equipment, free of all claims, liens, encumbrances and other security interests, except the rights of Vendee under the Sale Agreement, and no other filing or recordation is necessary to protect the rights of Assignee in any state of the United States of America or the District of Columbia, and (v) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the execution and delivery of the Sale Agreement.

6. Upon request of Assignee, its successors and assigns, Vendor will execute any and all instruments which may be necessary or proper in order to discharge of record any instrument evidencing any interest of Vendor in the Equipment.

7. Assignee may assign all or any of its rights under the Sale Agreement, including the right to receive payments due or to become due to it thereunder. In the event of any such assignment, any

such subsequent or successor assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of Assignee hereunder.

8. Vendor covenants and agrees that it will, from time to time and at all times, at the request of Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance, and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to Assignee or intended to be.

9. The terms of this Agreement and Assignment, and all rights and obligations hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

10. The Sale Agreement is incorporated herein by reference and shall be deemed a part of this Agreement and Assignment.

11. This Agreement and Assignment may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

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

Attest:

(seal)
Joseph M. Manning

Attest:

(seal)
John A. S.

EMONS LEASING CO., INC.

By Robert S. Johnson President

CENTRAL PENN NATIONAL BANK

By John A. S.

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* SS.

On this *3rd* day of *May*, 1974, before me personally appeared *ROBERT GROSSMAN*, to me personally known, who, being by me duly sworn, says that he is *RESIDENT* of *EMONS LEASING CO., INC.*; that the seal 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.

Betty A. M. C. J.

Notary Public

My Commission Expires: ..

Notary Public for the State of Pennsylvania
My Commission Expires on October 31, 1975

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

On this 3rd day of May, 1974, before me personally appeared LEYAEF, ITZ, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of CENTRAL PENN NATIONAL BANK; that the seal 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.

Retty H. H. H.
Notary Public

My Commission Expires:

My Commission Expires:

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

MARYLAND AND PENNSYLVANIA RAILROAD CO. hereby acknowledges due notice of the assignment made by the foregoing Agreement and Assignment dated as of MAY 3, 1974, which is incorporated in this acknowledgment by reference, and shall be deemed a part thereof; and MARYLAND AND PENNSYLVANIA RAILROAD CO. confirms that Assignee has the security interest in the Equipment created in the Sale Agreement.

MARYLAND AND PENNSYLVANIA RAILROAD CO.

By

Joseph W. Marino V.P.

Dated MAY 3, 1974

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT made as of May 1, 1974,
between Emons Leasing Co., Inc. ("Vendor") and MARYLAND AND
PENNSYLVANIA RAILROAD COMPANY ("Vendee");

W I T N E S S E T H :

WHEREAS, Vendor is owner of 50 rebuilt railroad
boxcars to be used or intended to be used in interstate commerce,
as more particularly described in Exhibit A hereto (hereinafter
called the "Equipment"); and

WHEREAS, Vendor desires to sell and Vendee desires to
buy the Equipment by a conditional sale thereof upon the terms
and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the
covenants and agreements hereinafter set forth, the parties
hereto agree as follows:

ARTICLE 1. Sale of Equipment. Vendor hereby sells
the Equipment to Vendee and Vendee hereby agrees to pay for the
Equipment as hereinafter provided.

ARTICLE 2. Acceptance. From time to time Vendor will
deliver Equipment to Vendee which shall execute appropriate

certificates of delivery therefor to evidence the receipt of the Equipment and the inclusion thereof under this agreement. Such Equipment shall be held by Vendee under and subject to all the provisions of this agreement and Vendee assumes all responsibility and risk of loss with respect to the Equipment as herein-after provided.

ARTICLE 3. Purchase Price and Payment.

The aggregate purchase price shall be \$664,875.00 payable in 59 equal monthly installments of \$ 11,081.00 each and a final installment of \$ 11,096.00. The first installment shall be due June 1, 1974 and subsequent installments on the first day of each month thereafter.

Vendee will pay, to the extent legally enforceable, interest at the rate of 12% per annum upon all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms hereof, anything herein to the contrary notwithstanding.

All payments provided for in this Agreement shall be made by Vendee in such funds and at such places as Vendor may specify.

ARTICLE 4. Taxes. The Vendee agrees that, during the continuance of this Agreement, in addition to all other payments

herein provided, it will promptly pay or cause to be paid all Federal, state or local taxes, assessments, charges, fines, penalties or licenses (hereinafter collectively called "taxes"), hereinafter levied or imposed upon, or measured by, this Agreement or any assignment hereof, or participation or interest in any assignment hereof, or any sale, use, payment, shipment, delivery or transfer of title of the Equipment under the terms hereof, or upon the Equipment or any of the units thereof (other than income, gross receipts (except gross receipts taxes in the nature of and in lieu of sales taxes) or excess profits taxes imposed upon the Vendor with respect to the amounts received by them under this Agreement), or upon the interest of the Vendee herein, or upon the Vendor solely by reason of their ownership of the Equipment or any of the units thereof, and will keep at all times all and every part of the Equipment free and clear of all taxes and assessments which might in any way affect the title of Vendor or result in a lien upon the Equipment or any of the units thereof; and if any such taxes shall have been levied against Vendor directly and paid by Vendors, Vendee shall reimburse Vendor on presentation of an invoice therefor; provided, however, that Vendee shall be under no obligation to pay any taxes of any kind as long as it is contesting in good faith and by appropriate legal proceedings such taxes, and the nonpayment thereof does not, in the opinion of Vendor, adversely affect the property or rights

of Vendor hereunder. In the event any tax reports are required to be made on the basis of individual units, the Vendee will either make such reports in such manner as to show the ownership of such units by the Vendor or will notify the Vendors of such requirement and will make such reports in such manner as shall be satisfactory to the Vendor.

ARTICLE 5. Title to the Equipment. Vendor shall and hereby does retain the full legal title to and property in the Equipment and a security interest therein until Vendee shall have made all of the payments hereunder and shall have kept and performed all its agreements herein contained, notwithstanding the delivery of the Equipment to and the use thereof by Vendee as herein provided; and the Vendee agrees that the Vendor shall have such a security interest. Any part, fixture or device attached to the Equipment shall constitute accession to the Equipment and shall be included in the term "Equipment" as used in this Agreement.

When and only when Vendor shall have been paid the full indebtedness in respect of the purchase price of the Equipment, together with interest and all other payments as herein provided, and all Vendee's obligations herein contained shall have been performed, absolute right to the possession of, title to and property in the Equipment shall pass to and vest in Vendee without further transfer or action on the part of Vendor, except that

Vendor, if requested by Vendee so to do, at the Vendee's expense will execute a bill or bills of sale of the Equipment transferring their title thereto and property therein to Vendee or upon its order free of all liens, encumbrances and security interests created or retained hereby and deliver such bill or bills of sale to Vendee at its address specified in Article 22 hereof, and at the Vendee's expense will execute in the same manner and deliver at the same place for record or for filing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the title of Vendee to the Equipment, and will pay to Vendee any money paid to Vendors pursuant to Article 7 hereof and not theretofore applied as therein provided. Vendee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such bill or bills of sale or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver such bill or bills of sale or such instrument or instruments within a reasonable time after written demand of Vendee.

ARTICLE 6. Marking of Equipment. Vendee will promptly cause to be plainly, distinctly, permanently and conspicuously marked by stencilling or otherwise, on each side of each unit of

the Equipment, in letters not less than one inch in height, the name of the Vendor, or if this Agreement is assigned by the Vendor, the name of the assignee of the Vendor, in either case followed by the words "Owners and Secured Party" (or other appropriate words designated by Vendor, or such assignee, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of Vendor, or such assignee to the Equipment and its rights under this Agreement). Such marks shall be such as to be readily visible and as to indicate plainly ownership of the Equipment by Vendor or such assignee. In case any such marks shall at any time be removed, defaced or destroyed, Vendee will immediately cause the same to be restored or replaced.

Vendee will cause each unit of the Equipment to be kept numbered with the identifying number thereof as set out in Exhibit A hereto, and will not permit the numbers of any such units to be changed except with the consent of Vendor and in accordance with a statement of new numbers to be substituted therefor, which consent and statement previously shall have been filed with Vendor by Vendee and filed, registered and recorded in all public offices where this Agreement shall have been filed, registered and recorded.

Vendee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; but Vendee may permit

the Equipment to be lettered "Maryland and Pennsylvania Railroad Co." or in some other appropriate manner for convenience of identification of the interest of Vendee therein or to indicate the nature of the service furnished thereby, or if the Equipment is leased with the written consent of Vendor, the name of such lessee may be lettered thereon.

ARTICLE 7. Replacement. In the event that any unit of the Equipment shall be worn out, lost, destroyed or irreparably damaged from any cause whatsoever prior to the payment of the full indebtedness in respect of the purchase price of the Equipment, together with interest thereon and all other payments required hereby, Vendee shall promptly and fully inform Vendor in regard thereto. Vendee shall forthwith pay to Vendor a sum equal to the total value of such unit,

and Vendor shall not have any interest in any material salvageable from such units. For all purposes of this Article 7 the value of any unit worn out, lost, destroyed or irreparably damaged shall be the purchase price of such unit as set forth in Article 3 hereof, less depreciation (but not any accelerated amortization), at a rate not in excess of 10% per annum, for the period elapsed since the date of this Agreement to the date of its wearing out, loss, destruction or irreparable damage. The depreciation of a unit of the Equipment and the cost of a replacement thereof, shall be determined by a certificate

of a Vice President, the Treasurer, an Assistant Treasurer or the Chief Mechanical Officer of Vendee filed with Vendor at the time of the aforesaid payment and by such other and further evidence, if any, as shall reasonably be required by the Vendor.

Any money paid to Vendor pursuant to the preceding paragraph of this Article 7 shall, as Vendee may direct in a written instrument filed with Vendor at the time of such payment, be applied, in whole or in part (i) to pay the instalments of principal indebtedness payable pursuant to the first paragraph of Article 3 hereof, without premium, in the inverse order of their maturity, with interest (which Vendee shall also pay at such time) to the date of payment, or (ii) to or toward the cost of a unit or units of standard-gauge railroad equipment (other than work equipment) to replace such unit or units worn out, lost, destroyed or irreparably damaged.

Vendee will cause any replacing unit or units to be marked as provided in Article 6 hereof, and, if of the same character as the unit being replaced, to be numbered with the same number as such replaced unit. Any and all such replacements of Equipment shall constitute accessions to the Equipment and shall be subject to all of the terms and conditions of this Agreement as though part of the original Equipment hereunder and shall be included in the term "Equipment" as used in this Agreement. Title to all such replacements shall be free and

clear of all liens, encumbrances and security interests and shall be taken initially and shall remain in the name of Vendor subject to the provisions hereof, and Vendee shall execute, acknowledge, deliver, file, register and record all such documents and do any and all such acts as may be necessary to cause such replacements to come under and be subject to this Agreement and to protect the title of Vendor thereto.

ARTICLE 8. Maintenance and Repair. Vendee will at all times maintain, or cause the Equipment to be maintained, in good order and repair without expense to Vendor.

ARTICLE 9. Compliance with Laws and Rules. During the term of this Agreement Vendee will comply, or will cause the lessees or users of the Equipment to comply, in all respects with all laws of the jurisdictions in which operations involving the Equipment may extend, with the interchange rules of the Association of American Railroads 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, to the extent that such laws and rules affect the operation or use of the Equipment, and in the event that such laws or rules require the alteration of the Equipment, Vendee will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws^S and rules; provided, however, that Vendee 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 Vendor, adversely affect the property or rights of Vendor hereunder.

ARTICLE 10. Reports and Inspections. On or before November 30 in each year, commencing with the year 1974, at the request of Vendor, Vendee will furnish or cause to be furnished to Vendors an accurate statement showing, as at the preceding August 31, the amount, description and numbers of all units of the Equipment that may have been worn out, lost, destroyed or irreparably damaged, whether by accident or otherwise, during the preceding calendar years, and such other information regarding the condition and state of repair of the Equipment as Vendor may reasonably request. Vendor shall have the right, by their agents, but shall be under no obligation, to inspect the Equipment and the records of Vendee with respect thereto at any reasonable time during the continuance of this Agreement; provided, however, that Vendee does not hereby assume liability for any injury to, or the death of, any agent or employee of Vendor incurred while exercising any rights of Vendor under the preceding provisions of this sentence.

ARTICLE 11. Possession and Use. Vendee, so long as it shall not be in default under this Agreement, shall be entitled to the possession of the Equipment and also to the use thereof (a) upon the lines of railroad owned or operated by it under lease or

otherwise or over which it has trackage rights, and (b) by other railroads in the usual interchange of traffic or the ordinary exchange of Cars under Joint Car Service Rules, reciprocal equalization arrangements or otherwise. Vendee also may, with the written approval of Vendor or its assignee, lease the Cars, or any of them, to another railroad subject to the terms and provisions of this Agreement; provided, however, that any such lease shall be expressly subject to the rights of the Vendor under this Agreement.

ARTICLE 12. Prohibition Against Liens. Vendee will pay or cause to be paid, or otherwise satisfy and discharge, any and all **sums** claimed by any party by, through or under Vendee or its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, or give rise to a security interest therein, equal or superior to the title of Vendor thereto, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of Vendors, adversely affect the property or rights of Vendors hereunder.

ARTICLE 13. Indemnities. Vendee agrees to indemnify and save harmless Vendor from and against all losses, damages injuries, liabilities, claims and demands whatsoever, regardless

of the cause thereof, and expenses in connection therewith, including counsel fees, arising out of the retention by Vendor of title to the Equipment or out of the use and operation thereof by Vendee or any other person during the period when title thereto remains in Vendor. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness in respect of the purchase price and the conveyance of the Equipment, as provided in Article 5 hereof, or the termination of this Agreement in any manner whatsoever. Any sum of money paid by Vendor in discharge of liens and charges on or security interests in the Equipment shall be secured by and under this Agreement.

Vendee will bear the risk of, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of any unit of or all the Equipment.

ARTICLE 14. Patent Indemnities. The Vendee agrees to indemnify, protect and hold harmless Vendor from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against Vendor because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, article or material infringing or claimed to infringe on any patent or other right.

ARTICLE 15. Assignments. Vendee will not sell, assign, transfer or otherwise dispose of its rights under this Agreement or, except as provided in Article 11 hereof, transfer the right to possession of any unit of the Equipment without first obtaining the written consent of Vendor, and its assignee, if any.

All or any of the rights, benefits and advantages of Vendor under this Agreement with respect to any one or more of the units of Equipment, including the right to receive the payments herein provided to be made by Vendee, may be assigned by Vendors and reassigned by any assignee in whole or in part at any time or from time to time.

Upon any such assignment either the assignor or the assignee shall give written notice to Vendee, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall by virtue of such assignment acquire all of Vendor's right, title and interest in and to the Equipment, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by Vendee of the notification of any such assignment, all payments thereafter to be made by Vendee hereunder shall, to the extent so assigned, be made to or for the account of the assignee in such manner as it may direct.

Vendee understands that the transfer or assignment of this Agreement, or of some or all of the rights of Vendor hereunder, is contemplated. Vendee expressly represents, for the purposes of assurance to any person, firm or corporation considering the acquisition of this Agreement or of all or any of the rights of Vendor hereunder, and for the purpose of inducing such acquisition, that in the event of such transfer or assignment by Vendor as hereinbefore provided, the rights of such assignee to all instalment payments of indebtedness or other unpaid indebtedness in respect of purchase price or such part thereof as may be assigned, together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Vendor in respect of the Equipment or any obligation of Owners pursuant to this Agreement, nor subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to Vendee by the Vendor. Any and all such obligations, howsoever arising, shall be and remain enforceable by Vendee against and only against Vendor, and shall not be enforceable against any party or parties in whom title to the Equipment, or any of it, or the right of the Vendor hereunder, shall vest by reason of any sale, assignment or transfer or successive sales, assignments or transfers.

In the event of any such transfer or assignment, Vendee will, in connection with each settlement for the Equipment, or any part thereof, deliver to the assignee or transferee all documents required by the terms of such transfer or assignment to be delivered by the Vendee to the assignee or transferee in connection with such settlement.

If this Agreement is assigned by Vendor and notice thereof shall be given to Vendee, Vendee agrees to pay to or for the account of such assignee, any sums payable **by** Vendee to Vendor pursuant to this Agreement and assigned pursuant to such assignment.

In the event of any such transfer or assignment, or successive transfers or assignments by Vendor, of title to the Equipment and of Vendor's rights hereunder in respect thereof, Vendee will, whenever requested by such transferee or assignee, change or cause the change of the markings to be maintained on each side of each unit of the Equipment so as to indicate the title of such transferee or assignee to the Equipment, such markings to bear such words or legend as shall be specified by such transferee or assignee.

Nothing in this Article 15 shall be deemed to restrict the right of the Vendee to assign or transfer its interest under this Conditional Sale Agreement in the Equipment or possession of

the Equipment to any corporation (which shall have assumed the obligations hereunder of Vendee) into which it shall have become merged or consolidated or which shall have acquired the property of the Vendee as an entirety or substantially as an entirety.

ARTICLE 16. Defaults. In the event that any one or more of the following events of default (hereinafter called "events of default") shall occur and be continuing, to wit:

(a) Vendee shall fail to pay in full any sum payable by it as herein provided within ten (10) days after the mailing by Vendor to it of notice of such failure; or

(b) Vendee shall refuse, or for more than thirty (30) days after Vendor shall have demanded in writing performance thereof shall fail, to comply with any covenant, agreement, term or provision satisfactory to Vendor for such compliance; or

(c) Any proceedings shall be commenced by or against Vendee for the appointment of a receiver or receivers, or for relief under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment or impairment of any obligations contained in this Agreement), or Vendee shall suffer any involuntary transfer of its interest in and under this Agreement by

bankruptcy or by the appointment of a receiver or trustee, or by the execution or by any judicial or administrative decree or process or otherwise (unless such transfer, decree or process shall within thirty days from the effective date thereof be nullified, stayed or otherwise rendered ineffective), and all obligations of Vendee under this Agreement shall not have been either duly assumed in writing pursuant to a court order or decree by a trustee or trustees or receiver or receivers appointed by Vendee or for its property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers in bankruptcy or insolvency proceedings by assumption thereof pursuant to order or decree of such court by the trustee or receiver in such proceedings, or otherwise, within thirty days after such appointment, if any, or sixty days after such proceedings shall have been commenced, whichever shall be earlier (unless such proceeding shall have theretofore been dismissed or discontinued); or

(d) Vendee shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of any unit of the Equipment;

then at any time after the occurrence of such an event of default

Vendor may, upon written notice to Vendee and upon compliance with any legal requirements then in force and applicable to such action by Vendor, declare the entire indebtedness in respect of the purchase price of the Equipment, together with interest thereon accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of such indebtedness and interest shall bear interest from the date of such declaration at the rate of 12% per annum, to the extent legally enforceable, and Vendor shall thereupon be entitled to recover judgment for the entire unpaid balance of the indebtedness in respect of the purchase price of the Equipment so payable, with interest as aforesaid, and to collect such judgment out of any property of Vendee wherever situated.

Vendor may at its election waive any such event of default and its consequences and rescind and annul any such declaration by notice to Vendee in writing to that effect and thereupon the respective rights of the parties shall be as they would have been if no such default had existed and no such declaration had been made. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by Vendee that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

ARTICLE 17. Remedies. If an event of default shall occur, then at any time after the entire indebtedness in respect of

the purchase price shall have been declared immediately due and payable as hereinbefore provided, Vendor, to the extent not prohibited by any mandatory requirements of law, may, upon such further notice, if any, as may be required for compliance with any mandatory requirements of law applicable to the action to be taken by Vendor, take or cause to be taken by their agent or agents immediate possession of the Equipment, or any unit thereof, without liability to return to Vendee any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Article 17 expressly provided, and may remove the same from possession and use of Vendee, or any other person, and for such purpose may enter upon Vendee's premises where any of the Equipment may be located, and may use and employ in connection with such removal any available trackage and other facilities or means of Vendee, without process of law. In case Vendor shall rightfully demand possession of the Equipment in pursuance of this Agreement and shall reasonably designate a point or points upon the premises of Vendee for the delivery of the Equipment to Vendor, Vendee shall, at its own expense, forthwith and in the usual manner, cause the Equipment to be moved to such a point or points as shall be designated by Vendor and shall there deliver the Equipment or cause it to be delivered to Vendor; and, at the opinion of Vendor, Vendor may keep the Equipment on any of the premises of Vendee until Vendor shall have leased, sold or otherwise disposed of the

same, and for such purpose Vendee agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by Vendor reasonably convenient to Vendee. This agreement to deliver the Equipment as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, Vendor shall be entitled to a decree against Vendee requiring specific performance hereof. Vendee hereby expressly waives any and all claims against Vendor and their agent or agents for damages of whatever nature in connection with any retaking of any unit of the Equipment in any reasonable manner.

If an event of default shall occur, then at any time after the entire indebtedness in respect of the purchase price shall have been declared immediately due and payable as hereinbefore provided, Vendor may proceed to exercise one or more, or all, of the Vendee's rights and remedies relating to the use of any of the Equipment, and in such event may collect any payments due therefor.

If an event of default shall occur, then at any time after the entire indebtedness in respect of purchase price shall have been declared immediately due and payable as hereinbefore provided, Vendor (after retaking possession of the Equipment as hereinbefore in this Article 17 provided) may at its election retain the Equipment as its own and make such disposition thereof

as Vendor shall deem fit, and in such event all of Vendee's rights in the Equipment will thereupon terminate and, to the extent not prohibited by any mandatory requirements of law, all payments made by Vendee may be retained by Vendor as compensation for the use of the Equipment by Vendee; provided, however, that if Vendee, within twenty days of receipt of notice of Vendor's election to retain the Equipment for its own use, as hereinafter provided, shall pay or cause to be paid to Vendor the total unpaid balance of the indebtedness in respect of the purchase price of all the Equipment, together with interest thereon accrued and unpaid and all other payments due by Vendee under this Agreement, then in such event absolute right to the possession of, title to and property in such Equipment shall pass to and vest in Vendee; or Vendor with or without retaking possession thereof, may at its election sell the Equipment, or any unit thereof, free from any and all claims of Vendee, or of any other party claiming by, through or under Vendee, at law or in equity, at public or private sale and with or without advertisement as Vendor may determine, all subject to and in compliance with any mandatory requirements of law then in force and applicable to such sale; and the proceeds of such sale, less the attorney's fees and any other expenses incurred by Vendor in taking possession of, removing, storing and selling the Equipment, shall be credited on the amount due to

Vendor under the provisions of this Agreement. Written notice of Vendor's election to retain the Equipment for its own use may be given to Vendee by telegram or registered mail addressed to Vendee as provided in Article 22 hereof, at any time during a period of thirty days after the entire indebtedness in respect of purchase price shall have been declared immediately due and payable as hereinbefore provided; and if no such notice shall have been given, Vendor shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Article 17.

To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale of the Equipment hereunder may be held or conducted

at such time or times as Vendor may fix (unless Vendor shall specify a different place or places, in which case the sale shall be held at such place or places and at such time or times as Vendor may specify), in one lot and as an entirety, or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as Vendor may determine in compliance with any such requirements of law, provided that Vendee shall be given written notice of such sale as provided in any such requirements, but in any event not less than ten days prior thereto, by telegram or registered mail addressed to Vendee as provided in Article 22 hereof. If such sale shall be a private sale permitted by such requirements,

it shall be subject to the right of Vendee to purchase or provide a purchaser, within ten days after notice of the proposed sale, at the same price offered by the intending purchaser or a better price. To the extent not prohibited by any such requirements of law, Vendor may itself bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale without accountability to Vendee (except to the extent of surplus money received as hereinafter provided in this Article 17), and in payment of the purchase price therefor Vendor shall be entitled to the extent not prohibited as aforesaid to have credited on account thereof all sums due to Vendor from Vendee hereunder.

Each and every power and remedy hereby specifically given to Vendor shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by Vendor. All such powers and remedies shall be cumulative and the exercise any other or others. No delay or omission of Vendor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

11.

If, after applying all sums of money realized by Vendor under the remedies herein provided, there shall remain any amount due to them under the provisions of this Agreement, Vendee shall pay the amount of such deficiency to Vendor upon demand and, if Vendee shall fail to pay such deficiency, Vendor may bring suit therefor and shall be entitled to recover a judgment therefor against Vendee. If, after applying as aforesaid all sums realized by Vendors, there shall remain a surplus in the possession of Vendors, such surplus shall be paid to Vendee.

Vendee will pay all reasonable expenses, including attorneys' fees, incurred by Vendor in enforcing its remedies under the terms of this Agreement. In the event that Vendor shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit Vendor may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

In the event of assignments of interests hereunder to more than one assignee, each such assignee shall be entitled to exercise all rights of Vendor hereunder in respect of the Equipment assigned to such assignee, irrespective of any action or failure to act on the part of any other assignee.

ARTICLE 18. Applicable State Laws. Any provision of this Agreement prohibited by any applicable law of any State or the

District of Columbia, or which would convert this Agreement into any instrument other than agreement of conditional sale, shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any applicable law may be waived, they are hereby waived by Vendee to the fullest extent permitted by law, to the end that this Agreement shall be deemed to be an agreement of conditional sale and enforced as such.

Except as otherwise provided in this Agreement, Vendee to the fullest extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any unit thereof, and any other requirements as to the time, place and terms of sale thereof, any other requirements with respect to the enforcement of Vendor's rights hereunder and any and all rights of redemption.

ARTICLE 19. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Vendor shall impair or affect Vendor's right thereafter to exercise them. Any extension of time for payment hereunder or other indulgence duly granted to Vendee shall not otherwise alter or affect Vendor's rights or Vendee's obligations hereunder. Vendor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Vendee's rights hereunder with respect to any subsequent payments

or any prior or subsequent default hereunder.

ARTICLE 20. Recording. Vendee shall at its expense promptly cause this Agreement and any assignments hereof, and any supplements hereto or thereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and Vendee shall at its expense promptly from time to time do and perform any other act and shall execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by Vendor for the purpose of proper protection, to the satisfaction of counsel for Vendor, of their title to and security interest in the Equipment and their rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and Vendee will promptly furnish or cause to be furnished to Vendor certificates or other evidences of such filing, registration and recording, and an opinion or opinions of counsel for Vendee with respect thereto, satisfactory to Vendor.

ARTICLE 21. Payment of Expenses. Vendee will pay all expenses of the Vendor, including stamp or other taxes, if any, and will also pay the expense of printing or other duplicating, execution, acknowledgment, delivery, filing, registration or

recording of this Agreement, of the first assignment by Vendor of this Agreement, or any instrument supplemental to or amendatory of this Agreement or such assignment, and of any certificate of the payment in full of the indebtedness in respect of purchase price due hereunder.

ARTICLE 22. Notice. Any notice hereunder to Vendee shall be deemed to be properly served if delivered or mailed to Vendee at 490 East Market Street, York, Pennsylvania 17403, or at such other address as may have been furnished in writing by Vendee to Vendor. Any notice hereunder to the Vendor shall be deemed to be properly served if delivered or mailed to the Vendor, at 10 Fieldcrest Drive, East Brunswick, N.J. or at such other address as may have been furnished in writing to Vendee by Vendor. An affidavit by any person so delivering or mailing such notice in respect of such delivery or mailing shall be deemed to be and shall be conclusive evidence of the giving and receipt of such notice.

ARTICLE 23. Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 24. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the

laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

ARTICLE 25. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

ARTICLE 26. Variation and Waiver. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by or on behalf of Vendor and Vendee.

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

Emons Leasing Co., Inc.

By: Robert Grossman, Pres

MARYLAND & PENNSYLVANIA
RAILROAD COMPANY

By: Herbert J. Grossman, Pres

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 1st day of May, 1974, before me came ROBERT GROSSMAN, to me known, who being by me duly sworn, did depose and say that he resides at 90 Ocean Avenue, Massapequa, Long Island, New York 11758 that he is the President of Emons Leasing Co., Inc. the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

JoAnn Victoria Gebauer
Notary Public

JO ANN VICTORIA GEBAUER
Notary Public, State of New York
No. 03-1391240
Qualified in ~~Bronx~~ County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 1st day of May, 1974, before me came HERMAN LAZARUS, to me known, who being by me duly sworn, did depose and say that he resides at 555 Ardmore Lane, York Pennsylvania that he is the President of the Maryland and Pennsylvania Railroad Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

JO ANN VICTORIA GEBAUER
Notary Public, State of New York
No. 03-1391240
Qualified in ~~Bronx~~ County
Certificate filed in New York County
Commission Expires March 30, 1977

JoAnn Victoria Gebauer
Notary Public

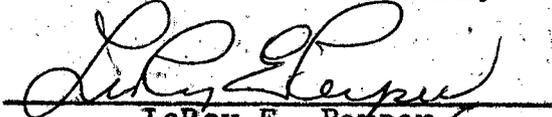
EXHIBIT "A"

50 - Fifty ton 40'6" wood lined general purpose box cars, class "XM" which have been completely rebuilt according to "AAR" and "ICC" rules and regulations.

| <u>Present Markings</u> | <u>Former Markings</u> | <u>Present Markings</u> | <u>Former Markings</u> |
|-------------------------|------------------------|-------------------------|------------------------|
| MPA 15101 | NYC 172781 | MPA 15144 | NYC 173150 |
| 15102 | 172978 | 15145 | 173280 |
| 15103 | 173174 | 15152 | 173023 |
| 15104 | 173039 | 15156 | 173008 |
| 15105 | 173139 | 15157 | 173068 |
| 15106 | 172935 | 15158 | 173269 |
| 15107 | 172933 | 15161 | 173045 |
| 15108 | 172959 | 15164 | 108359 |
| 15111 | 172568 | 15165 | 107123 |
| 15113 | 173381 | 15173 | 172871 |
| 15115 | 173297 | 15174 | 173135 |
| 15121 | 107359 | 15176 | 172709 |
| 15123 | 173159 | 15177 | 172893 |
| 15124 | 173254 | 15182 | 173488 |
| 15129 | 173431 | 15183 | 173435 |
| 15133 | 172774 | 15190 | 172993 |
| 15134 | 172558 | 16108 | 179294 |
| 15135 | 173286 | 16109 | 179340 |
| 15136 | 172565 | 16111 | 179574 |
| 15137 | 173148 | 16112 | 179037 |
| 15138 | 173144 | 16113 | 179351 |
| 15139 | 173161 | 16114 | 179387 |
| 15140 | 172864 | 16121 | 179297 |
| 15141 | 172831 | 16122 | 179201 |
| 15143 | 172789 | 16127 | 179082 |

AGREEMENT and ASSIGNMENT

I hereby certify that the
within is a true and correct
copy of the original
AGREEMENT and ASSIGNMENT.


LeRoy E. Perper *Eng*

LeRoy E. Perper
WHITE and WILLIAMS
LAND TITLE BUILDING
PHILADELPHIA-19110
LO 3-0771