

RECORDATION NO. 13020-C  
Filed 1425

APR - 4 1983 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

## ASSIGNMENT OF LEASE

This Assignment of Lease dated June 16, 1982 between Evans Railcar Leasing Company ("Debtor") and Manufacturers Hanover Leasing Corporation ("MHLC").

WHEREAS, concurrently herewith, MHLC and Debtor are entering into a Supplemental Agreement supplementing the Loan and Security Agreement dated as of March 26, 1981 (together, "The Agreement") incorporated herein by reference and made a part hereof; and

WHEREAS, pursuant to the terms of the Agreement MHLC consents to the leasing of the Equipment (as defined therein) to Rohm and Haas Co. ("Lessee") pursuant to that certain Railroad Car Lease Agreement dated August 10, 1978 (the "Lease"); and

WHEREAS, in order to induce MHLC to enter into the Agreement Debtor has expressed its willingness to assign the Lease to MHLC as additional collateral security for the payment and performance of the Obligations (as defined in the Agreement);

NOW THEREFORE, in consideration of the foregoing and the agreements hereinafter contained, Debtor and MHLC agree as follows:

1. As additional collateral security for the payment and performance by Debtor of the Obligations, Debtor hereby assigns the Lease to MHLC including the right to receive and to retain all rentals and other amounts payable thereunder ("Lease Payments") and to exercise all rights, powers, and remedies thereunder, provided however, that so long as there shall have occurred no Event of Default under the Agreement, Debtor may continue to receive Lease Payments.
2. Upon the occurrence of an Event of Default under the Agreement, and in addition to any other rights and remedies MHLC may have thereunder, MHLC shall have the absolute and irrevocable right to receive and to retain all Lease Payments and to apply the same in partial satisfaction of the Obligations, the Debtor remaining liable for any deficiency.
3. Debtor represents and warrants that (a) the Lease is genuine and represents the entire agreement between Debtor and Lessee therein and represents a valid obligation of such Lessee for the amounts shown as owing thereunder; (b) all names, addresses, amounts, dates, and signatures and other statements and facts contained therein are true and correct; (c) the Equipment has been delivered, installed and has been accepted by the Lessee; (d) the Lease is and will be legally enforceable according to its terms by MHLC as assignee thereof; (e) the Lease is free of any liens, setoffs, counterclaims or defenses; (f) Debtor has not previously assigned to the Lease to any other

party; (g) Debtor has delivered to MHLC each and every document and writing constituting or relating to the Lease; and (h) Debtor has not granted to the Lessee an option to purchase the Equipment.

4. Debtor further represents, that United States Railway Equipment Company ("USR") designated as "Lessor" under the Lease, is the Debtor's former corporate name and that Debtor has maintained a continuous corporate existence and is the same corporate entity as USR.

IN WITNESS WHEREOF, Debtor and MHLC have executed this Assignment of Lease and the day and year first above written.

MANUFACTURERS HANOVER  
LEASING CORPORATION

By



Title: VICE PRESIDENT

EVANS RAILCAR LEASING  
COMPANY

By



Title: Vice-President

Exhibit A

Destroyed Equipment

<u>Qty</u>	<u>Manufacturer</u>	<u>Lessee</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Cost</u>
2	Evans Transportation Company	British Columbia Railway	50'6" 70-ton rebuilt XM Boxcars	BCIT 800784, 800781	\$59,254.20

Exhibit B

Substitute Equipment

<u>Qty</u>	<u>Manufacturer</u>	<u>Lessee</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Cost</u>
3	Evans Transp. Co.	Rohm & Haas Co.	New 21,000 gal C&I Tankcars	USLX 21696-21698	\$147,885.00

1700  
Master to

**UNITED STATES RAILWAY LEASING COMPANY**  
**RAILROAD CAR LEASE AGREEMENT**

AGREEMENT made and entered into this 10th day of August, 19 78.

between UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called "United") and ROHM & HAAS CO.

a(n) \_\_\_\_\_ corporation, with its principal place of business at Independence Mall West  
(hereinafter called "Lessee")

**RECITALS**

Lessee desires to lease from United as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railroad Car Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

**AGREEMENT**

It is Agreed:

1. *Lease of Cars.* United agrees to lease to Lessee and Lessee agrees to and does hereby lease from United, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 attached hereto and by this reference made a part hereof and as set forth in Schedules which may from time to time be added to this Railroad Car Lease Agreement and thereby made a part hereof. The Lease shall become effective as to any Car immediately upon its delivery to and acceptance by Lessee pursuant to Paragraph 3. The Schedules added hereto shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as United and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in this Railroad Car Lease Agreement.

2. *Delivery of Cars.* United shall deliver the Cars as promptly as is reasonably possible. United's obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and United shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers or Car manufacturers, acts of God, governmental acts, regulations and restrictions or any other causes, casualties or contingencies beyond United's control. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse United for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of a Car, including specifically, but not exclusively, freight and switching charges for movement at any time and from time to time to and from repair shops, storage or terminal facilities.

3. *Condition of Cars - Acceptance.* All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule. But Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within five days after United shall give Lessee notice that Cars are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point specified in the notice

and all applicable laws, rules and regulations of the federal government or any agency thereof or any other governmental or regulatory body with jurisdiction over the cars and their use.

and accept or reject them as to condition. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall upon delivery thereof to Lessee as above provided be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. At United's request, Lessee shall deliver to United an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

4. *Use and Possession.* Throughout the continuance of this Lease so long as Lessee is not in default under this Lease, Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to such Car and shall use such Car on its own property or lines or in the usual interchange of traffic, provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with all Interchange Rules, (ii) in compliance with the terms and provisions of this Lease, (iii) in a careful and prudent manner, solely in the use, service and manner for which they were designed; (iv) only within the continental limits of the United States of America or in temporary or incidental use in Canada ~~and (v) in such service as will not constitute a train hauling~~ or in Mexico predominantly a single commodity, such as coal or grain, between the same points on a regular basis, commonly referred to as a "unit train."

acceptance thereof

5. *Term.* This Lease shall be effective as to any Car on the date of ~~delivery thereof~~ ~~to Lessee~~ ~~as provided in Paragraph 3 hereof.~~ The lease term with respect to all Cars covered by a particular Schedule shall commence on the Average Date of Delivery of the Cars covered by such Schedule and shall terminate upon expiration of the lease term specified in such Schedule unless sooner terminated in accordance with the provisions of this Lease.

6. *Rental.* (a) *Per Car.* During the term of this Lease, Lessee shall pay to United for each Car, commencing on the date of delivery thereof, the monthly rental specified in the applicable Schedule subject to adjustment as hereinbelow provided.

(b) *Adjustment.* The rental provided in Paragraph 6(a) is comprised of the Constant Factor specified in the applicable Schedule plus the initial Service Factor specified in said Schedule. If the Prevailing Labor Rate established and in effect upon the expiration of each month from and after the date of such Schedule shall increase over the Current Labor Rate specified in said Schedule the Service Factor shall be adjusted to be the product obtained by multiplying the Service Factor by a fraction, the numerator of which is the Prevailing Labor Rate and the denominator of which is the Current Labor Rate, and the per Car rental shall be revised to be the sum of the Constant Factor and the adjusted Service Factor. Any such adjustment shall be instituted by notice from United to Lessee and shall take effect with respect to rents coming due next after the date of such notice.

(c) *Mileage Credits.* If the Cars bear United's reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of United, but United shall credit time and mileage payments actually received by it during an Accounting Period (less taxes, other than income taxes, due or to become due on account thereof) against rental then or thereafter due under this Lease with respect to Cars covered by a particular Schedule during such Accounting Period, provided, however, that in no event shall the aggregate time and mileage payments credited exceed the total rental payable by Lessee during such Accounting Period. Any credit unused at the end of such Accounting Period with respect to such Cars shall be cancelled. Upon notice from any railroad, whether received prior to or after termination of this Lease, Lessee agrees to pay United all sums due on account of all excess empty mileage incurred on Cars during the term of this Lease at the rate established by the applicable railroad tariff.

7. *Payment.* Lessee shall make payment of all sums due hereunder to United ~~at the address provided in Paragraph 21 hereof, or such other place as United may direct.~~ Rental payments shall be made monthly in advance on or before the 1st day of each month for which such rental is due, except that the first full month's payment shall, in addition, include rental covering any prior period of less than one month.

government or any agency thereof or any other governmental or regulatory body with jurisdiction over the Cars and their use. In the case of Repairs,

8. **Title.** Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

**and Modifications**

9. **Repairs.** (a) **United.** Except as may otherwise be provided in this Paragraph 9(a) and (b), United shall be responsible for all Repair Work. Lessee shall promptly notify United of any Repair Work of which it has knowledge. United shall have no responsibility hereunder until and unless notified of the need for Repair Work. United may require Lessee to deliver Cars to such place as United designates for all Repair Work and United may terminate this Lease with respect to any Car as to which it deems Repair Work to be unsuitable or uneconomical. In the case of modifications to Cars required to make the Cars comply with any law, rule or regulation

(b) **Lessee.** Except where a railroad or railroads have assumed full responsibility, Lessee shall be responsible for and shall pay all costs and expenses of all Repair Work or other work or materials required (i) by reason of damage or other condition caused by negligence of Lessee or anyone other than United; (ii) by reason of damage or other condition caused by loading, unloading or use other than as permitted under this Lease; (iii) to repair, replace or maintain interior lading equipment, special interiors and linings and removable parts in good, safe operating condition; (iv) by reason of loss or damage resulting from any commodity or other material loaded in or on any Car, or (v) by Interchange Rules which have not been adopted or promulgated as of the date hereof.

10. **Substitution of Cars.** United may, at any time and from time to time, replace any Withdrawn Cars or Casualty Cars with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to the Schedule applicable to such Cars and such other or further documents as may be required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Withdrawn or Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Lease and of any other document under which United has assigned its rights under such Schedule as permitted in Paragraph 19 hereof.

11. **Abatement of Rent.** Rental payments on any Car out of service for Repair Work which is United's responsibility under Paragraph 9(a) hereof shall abate from the ~~first~~ day after such Car has been placed in any repair shop for service until such Car or a Replacement Car is delivered to Lessee, to a railroad for the account of Lessee, or is otherwise ready for or is returned to service by Lessee. In the event rental is abated, then if United so elects and notwithstanding anything contained in Paragraph 5 to the contrary, the original term of this Lease with respect to the Schedule covering such Car shall be extended for a period of time determined by dividing the sum of the number of days per Car with respect to which rental was so abated by the number of Cars subject to such Schedule on what would otherwise have been the last day of the original term. first

12. **Taxes.** United shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the Cars except that Lessee shall be liable for and pay such taxes when the Cars bear reporting marks and numbers other than United's. Lessee shall be liable at all times for and shall pay or reimburse United for payment of (i) all Federal, State or local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars.

13. **Liens.** Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under Lessee which may be a cloud upon or otherwise affect United's title, including, but not limited to liens or encumbrances which arise out of any suit involving Lessee, or any act or omission of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

14. *Indemnities - Patent Covenants.* Lessee agrees to indemnify United and hold it harmless from any loss, expense or liability which United may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of a Car while subject to this Lease, excepting only any such loss, expense or liability which arises solely from United's negligence. United agrees to indemnify Lessee and save it harmless against any charge, loss, claim, suit, expense or liability arising out of or on account of the use or incorporation by United upon delivery of a Car or upon the making of repairs thereto by United, of any invention or the infringement of any patents, except if such invention was used or incorporated by reason of Lessee's specifications. The term "United" shall mean and include any subsidiary, parent or affiliated corporation for all purposes of this Paragraph 14. Lessee's indemnity shall not eliminate the rights given Lessee under any manufacturer's warranty assigned to it pursuant to Paragraph 22. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

15. *Lettering - Inventory.* At United's election all Cars may be marked to indicate the rights of United, or an assignee, mortgagee, trustee, pledgee or security holder of United or a lessor to United and may bear the following inscription: "Title to this Car subject to documents recorded under Section 20c of the Interstate Commerce Act." Except for renewal and maintenance of the aforesaid lettering or lettering indicating that the Car is leased to the Lessee or to a sublessee in accordance with demurrage tariffs, no lettering or marking shall be placed upon any of the Cars by Lessee and Lessee will not remove or change the reporting marks and numbers indicated on the applicable schedule except upon the written direction or consent of United. United may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of United, but no more than once every year, furnish to United its certified inventory of all Cars then covered by this Lease.

16. *Loss, Theft or Destruction of Cars.* In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise United of such occurrence. Except where ~~United shall be responsible for such loss, damage or destruction~~ a handling railroad or other party under and pursuant to Interchange Rules, Lessee shall, within 45 days after demand by United, promptly make payment to United in the same amount as is prescribed in the Interchange Rules for the loss of such Car. This Lease shall terminate with respect to a Casualty Car on the date United shall receive notice of a casualty occurrence with respect thereto, and thereafter Lessee shall have no further liability to United under this Lease with respect thereto excepting accrued rent and liabilities arising or existing under Paragraphs 6(c), 12, 13, and 14 hereof.

is responsible for such loss damage or destruction

17. *Return of Cars.* Upon the expiration or termination of this Lease with respect to any Car (other than pursuant to Paragraph 16 hereof), Lessee shall at its sole cost and expense forthwith surrender possession of such Car to United by delivering same to United at such repair shop, storage or terminal facility as United may designate by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, shall be in need of no repairs for which Lessee is liable under Paragraph 9, and shall be free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. If any of the Cars do not bear United's reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as United shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to United pursuant to this Paragraph 17, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Lessee is a railroad, Lessee agrees to provide storage, upon the request of United, for any or all of the Cars for a period of ninety (90) days

from the date of expiration or termination of this Lease. Nothing in this Paragraph 17 shall give Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car.

to perform any covenant, condition or agreement

18. *Default.* If Lessee shall fail to make any payment required under this Lease within 20 days after same shall have become due or shall default or fail for a period of 20 days ~~to~~ ~~perform~~ ~~under~~ ~~the~~ ~~Lease~~ or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events United may ~~at its election~~:

required to performed by it and such default or failure shall continue

after receipt of written notice

(a) terminate this Lease by written notice to such effect, and retake the Cars, and ~~therefor~~ ~~recovery~~ ~~of~~ ~~costs~~ ~~incurred~~ ~~by~~ ~~United~~ ~~in~~ ~~the~~ ~~event~~ ~~of~~ ~~such~~ ~~default~~ ~~or~~ ~~failure~~ ~~to~~ ~~pay~~ ~~rent~~ ~~due~~ ~~under~~ ~~this~~ ~~Lease~~ ~~and~~ ~~for~~ ~~any~~ ~~damages~~ ~~sustained~~ ~~by~~ ~~United~~ ~~as~~ ~~a~~ ~~result~~ ~~of~~ ~~such~~ ~~default~~ ~~or~~ ~~failure~~ ~~to~~ ~~pay~~ ~~rent~~ ~~due~~ ~~under~~ ~~this~~ ~~Lease~~ ~~or~~ ~~if~~ ~~any~~ ~~proceeding~~ ~~shall~~ ~~have~~ ~~been~~ ~~commenced~~ ~~by~~ ~~or~~ ~~against~~ ~~Lessee~~ ~~under~~ ~~any~~ ~~bankruptcy~~ ~~laws~~ ~~Federal~~ ~~or~~ ~~State~~ ~~or~~ ~~for~~ ~~the~~ ~~appointment~~ ~~of~~ ~~a~~ ~~receiver~~ ~~assignee~~ ~~or~~ ~~trustee~~ ~~of~~ ~~Lessee~~ ~~or~~ ~~its~~ ~~property~~ ~~or~~ ~~if~~ ~~Lessee~~ ~~shall~~ ~~make~~ ~~a~~ ~~general~~ ~~assignment~~ ~~for~~ ~~the~~ ~~benefit~~ ~~of~~ ~~creditors~~ ~~then~~ ~~and~~ ~~in~~ ~~any~~ ~~of~~ ~~said~~ ~~events~~ ~~United~~ ~~may~~ ~~at~~ ~~its~~ ~~election~~:

Any such termination and repossession shall be without prejudice to United's right to damages for any violation of this Lease; provided, that United shall be required to take all commercially reasonable steps to mitigate the damages occurring as a result of any such termination.

(b) ~~relet~~ ~~the~~ ~~Cars~~ ~~to~~ ~~other~~ ~~tenants~~ ~~upon~~ ~~such~~ ~~rental~~ ~~and~~ ~~other~~ ~~terms~~ ~~as~~ ~~it~~ ~~may~~ ~~see~~ ~~fit~~. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. United shall not be obligated to accept any lessee offered by Lessee, or to do any act or exercise any diligence whatsoever in the procuring of another lessee to mitigate the damages of Lessee or otherwise. The election by United to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained. The obligation to pay such deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the ~~termination~~ ~~of~~ ~~this~~ ~~Lease~~ ~~and~~ ~~the~~ ~~return~~ ~~of~~ ~~the~~ ~~Cars~~.

The remedies provided in this Paragraph 18 in favor of United shall not be deemed exclusive but shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies in United's favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law now or hereafter in effect which might limit or modify any of the remedies herein provided to the extent that such waiver is permitted by law.

19. *Sublease and Assignment.* The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of United; provided, however, that Lessee shall have the right to sublease any of the Cars for single trips within the continental limits of the United States to its customers or suppliers where the sole purpose of such sublease is to obtain exemption from demurrage on the subleased Cars. Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease:

but not obligations

(b) all rights of United under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any lease, chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by United provided only that so long as Lessee is not in default under the Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars. In the event that Lessee receives notice that United has assigned its rights under this Lease with respect to Cars subject to a particular Schedule, Lessee shall, if requested in writing by United or such assignee,



23. **Governing Law – Writing.** The terms of this Lease and all rights and obligations under this Lease shall be governed by the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. **Counterparts.** This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by any such signed counterpart.

25. **Severability – Waiver.** If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of United to exercise any rights under this Lease shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. **Terminology.** In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. **Past Due Payments.** Any nonpayment of rentals or other sums due under this Lease, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount equal to twelve per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time from one week after the due date until such overdue sum is paid.

28. **Definitions.** For all purposes of this Lease the following terms shall have the following meaning:

(a) "Interchange Rules" – all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(b) "Average Date of Delivery" – that date which is determined by (i) multiplying the number of Cars delivered by United on each day by the number of days elapsed between such day and the date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered under the applicable Schedule and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car under the applicable Schedule. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Acceptance or other writing accepting a Car signed by the Lessee, or (ii) a bill of lading showing delivery to Lessee or to a railroad for the account of Lessee.

(c) "Accounting Period" – each consecutive period of 12 months commencing with the date of the applicable Schedule and any period of less than 12 months during which period this Lease with respect to such Schedule shall expire or terminate.

(d) "Prevailing Labor Rate" – the per hour general labor rate established by the Association of American Railroads.

(e) "Repair Work" – all repairs, maintenance, ~~modifications and additions~~ or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by United to keep and maintain the Cars in good working order and repair.

(f) "Withdrawn Cars" – Cars as to which this Lease has been terminated by United because deemed by United to be unsuitable or uneconomical for Repair Work.

(g) "Casualty Cars" – Cars which are lost, stolen, destroyed or damaged beyond economic repair.

(h) "Replacement Cars" – Cars of substantially similar description and specification to that set forth in the applicable Schedule which are substituted for Withdrawn or Casualty Cars.

29. *Benefit.* Except as otherwise provided in this Lease the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of United, and if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

30. *Recording.* Upon request by United, Lessee shall join in the execution of a memorandum or short form of this Lease for use in recordation under Section 20c of the Interstate Commerce Act or such other recordation as United deems appropriate. Said memorandum or short form of lease shall describe the parties, the Cars being leased and the term of this Lease including any options to extend and shall incorporate the Lease by reference.

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

UNITED STATES RAILWAY LEASING COMPANY  
an Illinois corporation

By Curt C. Jelke  
Vice President

[CORPORATE SEAL]

ATTEST:  
Thomas B. Lang  
ASST. Secretary

Bohm & Haas Co  
a(n) \_\_\_\_\_ corporation

By E. R. Lehmann  
President T.M.

[CORPORATE SEAL]

ATTEST:  
J. S. Strobel  
Secretary  
Assistant Legal Counsel

Sworn to and subscribed before me  
this 11 day of April, 1978

Francis M. Curran

FRANCIS M. CURRAN  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 1, 1981

Schedule 8

Page 1 of Schedule 8 dated December 15, 19 80 to Lease dated August 10, 19 78, by and between United States Railway Leasing Company ("United") and Rohm and Haas Company ("Lessee")

TYPE AND DESCRIPTION OF CAR:

New 21,000 Gallon coiled and insulated Tanks per Evans Specification #4100.

NUMBER OF CARS:

5

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

\*REPORTING MARKS AND NUMBERS:

USLX 21696-21700

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. DELIVERY POINT:

Kansas City, Missouri

\*When United's reporting marks are specified, this lease is subject to the granting of all necessary consents to such use by carrier or any other approval now or hereafter required by tariff, Interchange Rules or other applicable laws and regulations.

Page 2 of Schedule 8 dated December 15, 1980 to Lease dated August 10, 1978 by and between United States Railway Leasing Company ("United") and Rohm and Haas Company ("Lessee")

LEASE TERM: 5 Year

MONTHLY RENTAL: \$600.00

CONSTANT FACTOR: \$540.00

SERVICE FACTOR: \$ 60.00 No Escalation

CURRENT LABOR RATE: \$ 34.08

SPECIAL TERMS: None

Rohm and Haas Company  
Lessee

By E. R. Zelnuski  
President T.M.

[CORPORATE SEAL]  
ATTEST:

[Signature]  
Secretary

[CORPORATE SEAL]  
ATTEST:

[Signature]  
ASST. Secretary

UNITED STATES RAILWAY  
LEASING COMPANY

By [Signature]  
Senior Vice President