10313-AA

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RECORDATION NO. 10313-AA Filed 1425

DEC 14 1981 -2 20 PM

INTERSTATE COMMERCE COMMISSION

December 11, 1981

1-081106
No.
DEC 14 1981
Date
Fee $ 10.00
Washington, D. C.

Office of the Secretary
Division of Recordations
Interstate Commerce Commission
12th Street & Constitution Avenue N.W.
Washington, D.C.

Re: Emons Industries, Inc.
Equipment Trust Agreement
Recorded on April 26, 1979
Recordation No. 10313

Gentlemen:

In accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act, and Part 1116 of Title 49 of the Code of Federal Regulations, we request that the enclosed document be recorded and filed by the Interstate Commerce Commission (the "Commission").

Enclosed herewith are two originals of an Instrument of Appointment and Acceptance of Appointment by Successor Trustee and Transfer dated as of December 14, 1981 among Emons Industries, Inc., The Chase Manhattan Bank (National Association) ("Chase") and United States Trust Company of New York ("U.S. Trust") pursuant to which Chase resigns its position as Trustee under the Equipment Trust Agreement referred to above and U.S. Trust is appointed successor trustee thereunder. We request that one original of such document be filed and recorded as document 10313AA, and that the additional originals be stamped by your office and returned to us.

A check in the amount of $10 has been enclosed with this letter of transmittal to cover the recordation fee.

Dorothy J. Kappler

December 11, 1981

Please stamp and return the enclosed copy of this letter of transmittal.

If there are any questions with respect to the enclosed, please telephone Michael W. Stamm at this office.

Very truly yours,

Slade Pellman & Biehl

SLADE PELLMAN & BIEHL

Enc.

Interstate Commerce Commission
Washington, D.C. 20423

12/14.81
12/14/81

OFFICE OF THE SECRETARY

Michael W. Stamm
Slade Pellman & Biehl
850 Third Avenue
New York, New York 10022

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/81 at 2:20pm, and assigned recordation number(s). 10313-AA

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 10313-AA
DEC 14 1981 -2 20 PM
INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF APPOINTMENT AND
ACCEPTANCE OF APPOINTMENT BY SUCCESSOR TRUSTEE
AND TRANSFER

WHEREAS, EMONS INDUSTRIES, INC., a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Company"), having its principal executive offices at 490 East Market Street, York, Pennsylvania 17403, and THE CHASE MANHATTAN BANK (National Association), a national banking association (hereinafter referred to as "Chase"), having its principal corporate trust office at 1 New York Plaza, New York, New York 10081, as Trustee, entered into an Equipment Trust Agreement dated as of April 1, 1979, as supplemented (being hereinafter referred to as the "Trust Agreement") providing for the issuance of the Company's 11.45% Equipment Trust Certificates due April 1, 1994 (Series 1) (the "Trust Certificates");

WHEREAS, since May 1, 1979, Chase has continued to act and is now acting as Trustee under the Trust Agreement;

WHEREAS, Section 9.09(a) of the Trust Agreement provides that the Trustee may at any time resign by giving written notice of such resignation to the Company;

WHEREAS, Section 9.09(a) of the Trust Agreement further provides that, upon receiving such notice of resignation, the Company by written instrument, executed by order of

the Board of Directors of the Company, shall promptly appoint a successor trustee;

WHEREAS, Section 9.09(d) of the Trust Agreement provides that the resignation of the Trustee and appointment of a successor trustee shall become effective upon the acceptance of appointment by the successor trustee as provided in Section 9.10 of the Trust Agreement;

WHEREAS, Chase desires to resign as Trustee under the Trust Agreement, including Chase's functions as registrar and paying agent for the Trust Certificates and the office or agency where Trust Certificates may be presented for payment, surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Trust Certificates and the Trust Agreement may be served (hereinafter referred to as the "Designated Office") and any or all other functions or duties under the provisions of the Trust Agreement, such resignation to become effective upon the acceptance of appointment by a successor Trustee as provided in Section 9.10 of the Trust Agreement;

WHEREAS, United States Trust Company of New York, a New York corporation (hereinafter referred to as "U.S. Trust" or the "Successor Trustee"), having its principal corporate trust office at 45 Wall Street, New York 10005, is willing to

accept such appointment as successor trustee and as registrar, paying agent and Designated Office for the Trust Certificates;

WHEREAS, by resolution of the Board of Directors of the Company adopted on the 18th day of November, 1981, U.S. Trust was duly appointed as Successor Trustee under the Trust Agreement, and as registrar, paying agent and Designated Office for the Trust Certificates;

WHEREAS, U.S. Trust is qualified to serve as a Successor Trustee under the provisions of Section 9.07 of the Trust Agreement and eligible to serve as Successor Trustee under the provisions of Section 9.08 of the Trust Agreement;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Company, Chase and U.S. Trust hereby covenant and agree as follows:

1. This Instrument of Appointment and Acceptance of Appointment by Successor Trustee and Transfer shall serve as written notice to the Company of the resignation of Chase as Trustee in accordance with Section 9.09(a) of the Trust Agreement and its resignation as registrar, paying agent and Designated Office;

2. The Company hereby accepts the resignation of Chase as Trustee and as registrar, paying agent and Designated Office;

3. By order of the Board of Directors of the Company, the Company hereby appoints U.S. Trust as Successor Trustee under the Trust Agreement as of the opening of business on the 14th day of December, 1981 (the "Effective Date") to succeed to all the rights, powers, duties and obligations of Chase as Trustee under the Trust Agreement with like effect as if originally named as Trustee in the Trust Agreement; from the opening of business on the Effective Date and except as provided for herein, Chase shall have no further responsibility for the exercise of the rights and powers or for the performance of the duties and obligations vested in the Trustee under the Trust Agreement;

4. U.S. Trust hereby accepts, as of the opening of business on the Effective Date appointment as Successor Trustee under the Trust Agreement and accepts the rights, powers, duties and obligations of Chase as Trustee under the Trust Agreement, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee under the Trust Agreement, and hereby requests (i) Chase to execute and deliver an instrument of transfer and (ii) the Company to execute and deliver an instrument of further assurance and confirmation, all as contemplated by Section 9.10 of the Trust Agreement;

5. Pursuant to the request of U.S. Trust made in paragraph 4 hereof, and in accordance with Section 9.10 of the Trust Agreement, Chase hereby transfers and sets over to U.S. Trust, as Successor Trustee, all rights, powers, duties and obligations of Chase as Trustee under the Trust Agreement, subject to its claim provided in Section 9.06 of the Trust Agreement, and does hereby pay over and transfer to U.S. Trust all property and funds held by it as Trustee under the Trust Agreement;

6. Pursuant to the request of U.S. Trust made in paragraph 4 hereof, and in accordance with Section 9.10 of the Trust Agreement, the Company, for the purpose of more fully and certainly vesting in and confirming to U.S. Trust, as Successor Trustee, the rights, powers, duties and obligations vested or intended to have been vested in Chase, as resigning Trustee, hereby vests U.S. Trust with all of the rights, powers, duties and obligations of the Trustee with like effect as if originally named as Trustee in the Trust Agreement;

7. By resolution of the Board of Directors of the Company adopted on the 18th day of November, 1981, the Company hereby authorizes and directs U.S. Trust to perform in the function and capacity of registrar, paying agent and Designated Office;

8. U.S. Trust hereby acknowledges and accepts the authorization and direction of the Company to perform the functions specified in paragraph 7 hereof;

9. Chase agrees to deliver to U.S. Trust the registry books (the "Trust Certificate Register") promptly upon the effectiveness of the appointment of U.S. Trust as Successor Trustee and registrar for the Trust Certificates and represents and warrants, to the best of its knowledge, that the information contained therein is true, complete and accurate in all respects. The Company, Chase and U.S. Trust agree that U.S. Trust shall be entitled to treat the Trust Certificate Register as true, complete and accurate in all respects up to the opening of business on the Effective Date and shall have no duty to make any investigation into the completeness or accuracy of the Trust Certificate Register prior to such date. Chase agrees to indemnify and hold U.S. Trust harmless from any reasonable costs, losses or expenses actually incurred or liabilities actually paid arising out or as a result of or in connection with any omissions from or inaccuracies in the Trust Certificate Register, which existed at the time the Trust Certificate Register was delivered to U.S. Trust. Chase agrees to investigate from time to time as U.S. Trust may reasonably request, at Chase's own expense, the completeness or accuracy of any information in the Trust Certificate Register which relates to any transaction occurring

prior to receipt of the Trust Certificate Register by U.S. Trust in accordance with the terms hereof. In connection with any claim made under the indemnification provision set forth in this paragraph, U.S. Trust shall give Chase written notice setting forth in full all of the facts within the knowledge of U.S. Trust relating to the alleged omission or inaccuracy in the Trust Certificate Register and an accounting setting forth all costs, expenses, losses or liabilities in reasonable detail;

10. This instrument may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement and any of the parties hereto may execute the instrument by signing any such counterparts;

11. This instrument and the rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, both in interpretation and performance;

12. Any notice, demand, request or instrument in writing authorized by the Trust Agreement or herein to be given to the Successor Trustee under the Trust Agreement shall be sufficiently given for all purposes, if delivered or mailed to United States Trust Company of New York at 45 Wall Street, New York, New York 10005, Attention: Corporate Trust Department;

13. This instrument shall be effective upon the execution by and delivery of an executed counterpart to

all parties named herein, all as provided in Section 9.10 of the Trust Agreement; and

14. The Company, Chase and U.S. Trust each hereby acknowledge receipt of an executed and acknowledged counterpart of this instrument.

IN WITNESS WHEREOF, EMONS INDUSTRIES, INC. has caused this instrument to be signed and acknowledged by one of its Vice Presidents, and its seal to be affixed hereto, and the same to be attested by its Secretary or one of its Assistant Secretaries; THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) has caused this instrument to be executed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereunto, and the same attested by one of its Assistant Secretaries, and UNITED STATES TRUST COMPANY OF NEW YORK has caused this instrument to be executed and acknowledged by one of its Assistant Vice Presidents and its corporate seal to be affixed hereunto, and the same attested by one of its Assistant Secretaries, as of the 11th day of December, 1981.

EMONS INDUSTRIES, INC.

By _____

[Seal]

Attest:

_____

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),

By _____
Vice President

[Seal]

Attest:

_____

UNITED STATES TRUST COMPANY OF
NEW YORK

By _____
ASSISTANT VICE PRESIDENT

[Seal]

Attest:

_____
ASSISTANT SECRETARY

STATE OF PENNSYLVANIA)
: ss.:
COUNTY OF YORK)

On the 10th day of December, 1981, before me personally came Joseph S. Maltese, to me known, who, being by me duly sworn, did depose and say that he resides at Baldwin, Maryland; that he is Vice President of Emons Industries, Inc., one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[Seal]

Lidyce Hawatrovic
Notary Public

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

On the [illegible] day of December, 1981, before me personally came [illegible], to me known, who, being by me duly sworn, did depose and say that he resides at [illegible]; that he is a Vice President of The Chase Manhattan Bank (National Association), one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[Seal]

Della M. Killett
Notary Public

DELLA M. KILLETT
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1983

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

On the 11 day of December, 1981, before me personally came James E Logan, to me known, who, being by me duly sworn, did depose and say that he resides at Brooklyn, N.Y.; that he is an Assistant Vice President of United States Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the By-laws of said corporation; and that he signed his name thereto by like authority.

[Seal]

Della M. Killett
Notary Public

DELLA M. KILLETT
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1983