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RECORDATION NO. 11755 Filed 1425

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APR 30 1980 - 3 00 PM

APR 30 1980 - 3 00 PM

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GREENBERG IRWIN PELLMAN & SLADE
INTERSTATE COMMERCE COMMISSION COUNSELORS AT LAW

HAROLD GREENBERG
STEPHEN IRWIN
STUART M. PELLMAN
MELVIN S. SLADE
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JOHN F. TRIGGS
ELLIOTT D. HENNER
J. ANDREW RAHL, JR.
SIDNEY M. SEGALL
MICHAEL W. STAMM
AMY SHEERR KAPLAN

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Office of the Secretary
Recordation Office
Interstate Commerce Commission
Twelfth St. and Constitution Ave., N.W.
Washington, D.C. 20423 O'Neil

APR 30 1980 - 3 00 PM
INTERSTATE COMMERCE COMMISSION

11755
Re: Recordation and Filing of Documents pertaining
to 120 Railroad Gondola Cars Numbered SB 6100
through SB 6149, inclusive, and PBR 5000 through
PBR 5069, inclusive

Dear Sirs:

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

A. Description of the Documents and the Parties Thereto

Enclosed herewith are two originals of the documents listed below. We request that one original of each document be recorded and filed in the order listed below. We request that the additional original be stamped by your office and returned to us.

1. EQUIPMENT LEASE AGREEMENT (the "Lease"), dated as of April 28, 1980, between McDonnell Douglas Finance Corporation, as lessor (the "Lessor"), and Emons Industries, Inc., as lessee (the "Lessee");
2. INDIVIDUAL EQUIPMENT RECORD TO THE LEASE, dated as of April 28, 1980, between the Lessor and Lessee;
3. LEASE ADDENDUM NO. 1 TO THE LEASE, dated April 28, 1980, between the Lessor and Lessee;

David H. Cox
Quincy

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FBI OPERATION BR

Recordation Office
Interstate Commerce Commission

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Page Two

~~4~~ 4. GONDOLA CAR AGREEMENT NO. 3, dated September 7, 1979, between the Lessee and South Buffalo Railway Company ("South Buffalo");

~~5~~ 5. SUPPLEMENT NO. 1 dated April 23, 1980, to Gondola Car Agreement No. 3, between the Lessee and South Buffalo;

~~6~~ 6. ASSIGNMENT OF GONDOLA CAR AGREEMENT AND CONSENT AND AGREEMENT, dated as of April 28, 1980, among the Lessor, the Lessee and South Buffalo;

~~7~~ 7. GONDOLA CAR AGREEMENT NO. 1, dated September 7, 1979, between the Lessee and Patapsco & Back Rivers Railroad Company ("Patapsco");

~~8~~ 8. SUPPLEMENT AND AMENDMENT NO. 1, dated April 23, 1980, to Gondola Car Agreement No. 1 between the Lessee and Patapsco; and

~~9~~ 9. ASSIGNMENT OF GONDOLA CAR AGREEMENT AND CONSENT AND AGREEMENT, dated April 28, 1980, among the Lessor, the Lessee and Patapsco.

The names and addresses for the parties to the transaction are:

EMONS INDUSTRIES, INC.
490 East Market Street
York, Pennsylvania 17403

MCDONNELL DOUGLAS FINANCE CORPORATION
3855 Lakewood Boulevard
Long Beach, California 90846

SOUTH BUFFALO RAILWAY COMPANY
1275 Daly Avenue
Bethlehem, Pennsylvania 18015

PATAPSCO & BACK RIVERS RAILROAD COMPANY
1275 Daly Avenue
Bethlehem, Pennsylvania 18015

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B. Procedural Matters

It is hereby respectfully requested that each of the following names be inserted in the Commission Index established pursuant to Section 1116.5(c) of Title 49 of the Code of Federal Regulations.

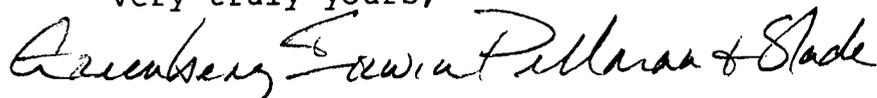
1. McDonnell Douglas Finance Corporation
2. Emons Industries, Inc.
3. South Buffalo Railway Company
4. Patapsco & Back Rivers Railroad Company

A check in the amount of \$210 has been enclosed with this letter of transmittal to cover the recordation fee.

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

If there are any questions with respect to the enclosed or the transactons described therein, please telephone Melvin S. Slade or Michael W. Stamm of this office, collect.

Very truly yours,



GREENBERG IRWIN PELLMAN & SLADE

INDIVIDUAL EQUIPMENT RECORD

IER NO. 324-001

Dated as of April 28, 1980 to that Equipment Lease Agreement dated as of April 28, 1980

LESSOR: **McDonnell Douglas Finance Corporation**
 3855 Lakewood Boulevard
 Long Beach, California 90846
 Attention: 18A-34

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LESSEE: **EMONS INDUSTRIES, INC.**
 490 E. Market Street
 York, Pennsylvania 17403

INTERSTATE COMMERCE COMMISSION

LOCATION OF EQUIPMENT: Continental United States (with de minimus use permitted in the Dominion of Canada and Republic of Mexico in the ordinary interchange of traffic).

ACCEPTANCE DATE: Upon execution of Certificates of Acceptance by Lessee

New <u>X</u> Used _____	Purchase Order No. _____	Term: <u>15</u> year(s) <u>0</u> month(s) Commencing <u>See Special</u> <u>Conditions</u>	Security Deposit: \$ <u>N/A</u>
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Tax Capitalized or Exempt <input type="checkbox"/>	INSURANCE REQUIREMENTS: LIABILITY: Bodily Injury Liability \$1,000,000 per person/\$5,000,000 per accident; Property Damage Liability \$5,000,000
Tax Based on Rentals <input type="checkbox"/> Remit with each Payment	

RENTAL: Lessee shall pay to Lessor, as rental for each unit of equipment accepted hereunder (individually a "Unit" and collectively the "Units"), (a) \$12.35 per day for the period, if any, from and including the Funding Date (as such term is defined in the Special Conditions hereof) for such Unit to, but not including, June 2, 1980 (the Basic Lease Commencement Date"), payable on the Basic Lease Commencement Date, and (b) 180 consecutive regular rental installments payable monthly in arrears commencing on July 1, 1980, and payable on the first Business Day (as such term is defined in the Special Conditions hereof) of each month thereafter until this lease terminates with respect to such Unit, each such regular rental installment to be in the amount of \$375.78 per Unit.

EQUIPMENT DESCRIPTION AND SERIAL NO.(s) (SEE ATTACHED INVOICES):		
Equipment Description	Serial No.	Equipment Cost
One hundred twenty (120) Gondola Railroad Cars	SB 6100-6149 (both inclusive) PBR 5000-5069 (both inclusive)	\$ 41,386.00 per railroad car TOTAL COST \$4,966,320.00

RLG

STIPULATED LOSS VALUES

AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST
Before Payment					
1	101.35				
1	101.63	41	98.68	81	86.94
2	101.92	42	98.64	82	86.70
3	102.16	43	98.59	83	86.46
4	102.41	44	98.54	84	86.20
5	102.66	45	98.48	85	79.78
6	102.86	46	98.41	86	79.53
7	103.06	47	98.35	87	79.26
8	103.27	48	98.28	88	79.00
9	103.43	49	98.20	89	78.72
10	103.59	50	98.12	90	78.45
11	103.75	51	98.03	91	78.17
12	103.89	52	97.93	92	77.88
13	103.23	53	97.84	93	77.59
14	103.33	54	97.73	94	77.29
15	103.40	55	97.62	95	76.99
16	103.47	56	97.51	96	76.69
17	103.54	57	97.39	97	76.38
18	103.60	58	97.27	98	76.06
19	103.65	59	97.15	99	75.75
20	103.71	60	97.02	100	75.42
21	103.76	61	90.71	101	75.09
22	103.81	62	90.57	102	74.76
23	103.86	63	90.41	103	74.43
24	103.90	64	90.26	104	74.08
25	103.93	65	90.11	105	73.74
26	103.97	66	89.94	106	73.39
27	103.98	67	89.77	107	73.03
28	104.00	68	89.60	108	72.67
29	104.02	69	89.43	109	72.30
30	104.03	70	89.25	110	71.93
31	104.04	71	89.06	111	71.56
32	104.05	72	88.87	112	71.18
33	104.04	73	88.68	113	70.80
34	104.04	74	88.48	114	70.42
35	104.04	75	88.27	115	70.03
36	104.03	76	88.06	116	69.63
37	98.81	77	87.85	117	69.23
38	98.79	78	87.63	118	68.82
39	98.76	79	87.40	119	68.41
40	98.72	80	87.17	120	67.99

RS

STIPULATED LOSS VALUES

AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	AFTER PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST
121	67.57	161	47.37		
122	67.15	162	46.79		
123	66.73	163	46.20		
124	68.30	164	45.59		
125	65.86	165	45.00		
126	65.42	166	44.39		
127	64.98	167	43.77		
128	64.53	168	43.15		
129	64.08	169	42.54		
130	63.62	170	41.91		
131	63.15	171	41.30		
132	62.68	172	40.67		
133	62.21	173	40.03		
134	61.73	174	39.40		
135	61.26	175	38.76		
136	60.78	176	38.11		
137	60.29	177	37.46		
138	59.80	178	36.80		
139	59.31	179	36.14		
140	58.81	180	35.00		
141	58.31	And Thereafter			35.00
142	57.79				
143	57.28				
144	56.75				
145	56.24				
146	55.71				
147	55.19				
148	54.66				
149	54.12				
150	53.59				
151	53.04				
152	52.49				
153	51.94				
154	51.38				
155	50.82				
156	50.24				
157	49.68				
158	49.10				
159	48.53				
160	47.96				

RS

SPECIAL CONDITIONS:

The term of this lease with respect to each Unit shall commence on the date of the acceptance of such Unit by Lessee, as evidenced by the execution by Lessee of a Certificate of Acceptance with respect to such Unit.

The Lessor shall pay to the manufacturer of any Unit on the date specified by the Lessee (the "Funding Date") an amount equal to the price of such Unit (as set forth on an invoice of the manufacturer); provided, however, that Lessor shall have received (i) not fewer than two Business Days prior to the Funding Date, a written request from Lessee specifying the Funding Date and the aggregate price of the Units to be paid for on such date, and (ii) on or prior to the Funding Date, a Certificate of Acceptance executed by the Lessee, and a bill of sale and invoice executed by the manufacturer with respect to all Units to be paid for on such Funding Date. The term "Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banking institutions in the City of New York, New York are required or authorized by law to be closed.

This Individual Equipment Record may be simultaneously executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same Individual Equipment Record.

LESSOR:

MCDONNELL DOUGLAS FINANCE
CORPORATION

By Thomas J. Lumber
Title Senior Vice President

[Seal]

Attested: _____

LESSEE:

EMONS INDUSTRIES, INC.

By _____
Title _____

[Seal]

Attested: _____

SPECIAL CONDITIONS:

The term of this lease with respect to each Unit shall commence on the date of the acceptance of such Unit by Lessee, as evidenced by the execution by Lessee of a Certificate of Acceptance with respect to such Unit.

The Lessor shall pay to the manufacturer of any Unit on the date specified by the Lessee (the "Funding Date") an amount equal to the price of such Unit (as set forth on an invoice of the manufacturer); provided, however, that Lessor shall have received (i) not fewer than two Business Days prior to the Funding Date, a written request from Lessee specifying the Funding Date and the aggregate price of the Units to be paid for on such date, and (ii) on or prior to the Funding Date, a Certificate of Acceptance executed by the Lessee, and a bill of sale and invoice executed by the manufacturer with respect to all Units to be paid for on such Funding Date. The term "Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banking institutions in the City of New York, New York are required or authorized by law to be closed.

This Individual Equipment Record may be simultaneously executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same Individual Equipment Record.

RG

LESSOR:

MCDONNELL DOUGLAS FINANCE CORPORATION

By _____

Title _____

[Seal]

Attested: _____

LESSEE:

EMONS INDUSTRIES, INC.

By *Robert Grossman*

Title *Chairman of the Board*

[Seal]

Attested: *RG*

STATE OF *Penna.*

COUNTY OF *York*

) SS

On this *29th* day of *April*, 1980, before me personally appeared *Robert Grossman* to me personally known, who, being by me duly sworn, says that he is *Chairman of the Board* of *Emors Industries, Inc.*, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edyee Howatronic

 Notary Public

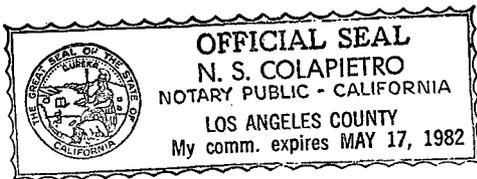
(Notarial Seal)

My Commission expires _____
 MY COMMISSION EXPIRES
 JANUARY 31, 1981
 YORK, YORK COUNTY, PA.

STATE OF *California*
COUNTY OF *Los Angeles*

SS

On this *29th* day of *April*, 1980, before me personally appeared *Thomas J. Lawler, Jr.*, to me personally known, who, being by me duly sworn, says that he is *Senior Vice President* of *McDonnell Douglas Finance Corporation* that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



N. S. Colapietro
Notary Public

(Notarial Seal)

My Commission expires *May 17, 1982*