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$ 60

LAW OFFICES
ALVORD AND ALVORD
200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006

ELIAS C. ALVORD (1942)
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** ALSO A MEMBER OF OHIO BAR

OF COUNSEL
JESS LARSON
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TELEPHONE
AREA CODE 202
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440348 CDAA UI

RECORDATION NO. 7556-F Filed 1425
MAY 6 1980 - 11 00 AM
INTERSTATE COMMERCE COMMISSION

May 6, 1980

0-127A071

RECORDATION NO. 7556-B Filed 1425
MAY 6 1980 - 11 00 AM
INTERSTATE COMMERCE COMMISSION

MAY 6 1980
$ 60.00
CC Washington, D. C.

Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20434

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section 11303(a) of Title 49 of the United States Code and the regulations thereunder are three counterparts each of 1) Amendment to Chattel Mortgage and Security Agreement dated May 6, 1980 and 2) Subordination Agreement dated May 6, 1980 ("Documents").

The Documents relate to a Chattel Mortgage and Security Agreement dated June 21, 1974 between Emons Leasing Co., Inc. and Central Penn National Bank which was filed and recorded at 10:00 a.m. on July 1, 1974 and assigned Recordation Number 7556-B.

A general description of the railroad equipment covered by the Documents is set forth in Exhibit A attached to this letter and made a part hereof.

The names and addresses of the parties to the Documents are:

<u>Amendment to Chattel Mortgage and Security Agreement</u>

Mortgagor: Emons Leasing Co., Inc.
490 East Market Street
York, Pennsylvania 17403

Mortgagee (Bank): Central Penn National Bank
Five Penn Center Plaza
Philadelphia, Pennsylvania 19103

RECEIVED
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I.C.C.
FEE OPERATION BR.

C. Counterparts C. T. Kappler

Subordination Agreement

Conditional Vendee: Maryland and Pennsylvania Railroad Company
490 East Market Street
York, Pennsylvania 17403

Mortgagee: Central Penn National Bank
Five Penn Center Plaza
Philadelphia, Pennsylvania 19103

The undersigned is agent for Central Penn National Bank for the purpose of recording the Documents and has knowledge of the matters set forth therein.

Please return the counterparts of the Documents not needed for recordation purposes to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, Washington, D.C. 20006.

Also enclosed is a remittance in the amount of $60.00 in payment of the required recordation fee.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler
Charles T. Kappler

EXHIBIT A

40 fifty ton, forty foot six inch wood lined general purpose boxcars Class "XM" having MPA reporting marks and the following serial numbers:

15119
15120
15122
15150
15151
15154
15192
15195 - 15202 inclusive
15204 - 15209 inclusive
15211
15212
15214 - 15218 inclusive
15219
16128 - 16130 inclusive
16132 - 16134 inclusive
16136
16137
16141 - 16143 inclusive

17556-F

RECORDATION NO. 17556-F Filed 1425

MAY 6 1980 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO

CHATTEL MORTGAGE

AND

SECURITY AGREEMENT

Dated June 21, 1974

AMENDMENT made on this the 6th day of May, 1980, between EMONS LEASING CO., INC., a New Jersey corporation with an office at 490 East Market Street, York, Pennsylvania ("Leasing"), and CENTRAL PENN NATIONAL BANK, a national banking association with its principal office at 5 Penn Center Plaza, Philadelphia, Pennsylvania (the "Bank"), to the Chattel Mortgage (as such term is defined below).

WHEREAS, the Bank has extended to Leasing a line of credit in the amount of $1,000,000 pursuant to a Loan Agreement made as of April 5, 1974 among Leasing, the Bank, Emons Industries, Inc., a New York corporation, Emons Railcar Corp., a New York corporation (formerly Emons Refurbishing Corp.) and Maryland and Pennsylvania Railroad Co., a Pennsylvania and Maryland corporation, which Loan Agreement has been modified on December 1, 1975 and January 13, 1979 (such Loan Agreement, as modified through the date hereof, is referred to herein as the "Loan Agreement");

WHEREAS, Leasing has delivered to the Bank certain Collateral (as such term is defined in the Loan Agreement) for the Indebtedness (as such term is defined in the Loan Agreement), including, among other things, a Chattel Mortgage and

Security Agreement dated June 21, 1974 (the "Chattel Mortgage"), which Chattel Mortgage was filed with the Interstate Commerce Commission on July 1, 1974 under Recordation Number 7556-B and which Chattel Mortgage granted to the Bank a security interest in and a lien upon forty (40) rebuilt, fifty-ton, forty-foot six-inch, wood-lined, general purpose boxcars, Class "XM", bearing Maryland and Pennsylvania Railroad Co. numbers as set forth on Exhibit A annexed hereto; and

WHEREAS, Leasing has delivered to the Bank on the date hereof a Specific Guaranty, dated May 6, 1980, in the form of Exhibit B annexed hereto (the "Guaranty"), pursuant to which Guaranty, Leasing has agreed to guarantee to the Bank the prompt payment when due, upon maturity or by acceleration upon default, of all indebtedness and obligations of Emons Industries, Inc. to the Bank under the terms of a note, dated May 6, 1980 (the "Note"), in the principal amount of three million four hundred ninety-four thousand four hundred ninety-five dollars and seventy-six cents ($3,494,495.76), including interest fees and charges as therein provided;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10) to Leasing paid by the Bank, receipt of which is hereby acknowledged, the Bank and Leasing, intending to be legally bound, agree as follows:

1.) The third paragraph of the first page of the Chattel Mortgage is hereby amended to read in full as follows:

"The condition of this Chattel Mortgage and Security Agreement is that, if Leasing shall pay or cause to be paid to Bank (i) the aforementioned sum (ii) such other sums as Leasing shall have borrowed from Bank under that certain Loan Agreement between Leasing and Bank dated the fifth day of April, 1974, which is incorporated herein by reference as though fully set forth, and (iii) such other sums as Leasing shall become obligated to pay the Bank under a Specific Guaranty dated May 6, 1980 and delivered by Leasing to the Bank, pursuant to which Leasing has guaranteed to the Bank the prompt payment when due, at maturity or by acceleration upon default, of all obligations of Emons Industries, Inc. to the Bank under the terms of a note dated May 6, 1980, which Specific Guaranty is incorporated herein as though fully set forth, and fully and faithfully perform all of Leasing's obligations herein and therein contained, then this Chattel Mortgage and Security Agreement shall be void; otherwise, it shall remain in full force and effect."

2.) This Chattel Mortgage Amendment 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 Chattel Mortgage Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

EMONS LEASING CO., INC.

By _____
Secy & Treas.

Attested:

_____
Asst Secy.

CENTRAL PENN NATIONAL BANK

By _____

Attested:

_____

EXHIBIT A

40 fifty ton, forty foot six inch wood lined general purpose boxcars Class "XM" having MPA reporting marks and the following serial numbers:

15119
15120
15122
15150
15151
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15195 - 15202 inclusive
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15211
15212
15214 - 15218 inclusive
15219
16128 - 16130 inclusive
16132 - 16134 inclusive
16136
16137
16141 - 16143 inclusive

Central Penn National Bank

Specific Guaranty

To induce CENTRAL PENN NATIONAL BANK (the "Bank") to make loans, extensions of credit or other financial accommodations to, or for the account of, the "Borrower", as defined below, or to third parties based on the endorsement, guaranty or other accommodation of the Borrower, pursuant to Borrower's certain debt instrument described at the end of this Guaranty (the "Debt Instrument"), and in consideration thereof, each of the undersigned (the "Guarantor(s)"), jointly and severally if more than one, intending to be legally bound, guarantees to the Bank, and becomes surety for, the prompt payment when due, at maturity or by acceleration upon default, of all indebtedness and obligations of the Borrower to the Bank under the terms of the Debt Instrument or any renewal or extension thereof or any debt instrument taken in substitution therefor, including interest, fees and charges as therein provided (the "Guaranteed Indebtedness") and the prompt performance by the Borrower of all undertakings to the Bank set forth therein.

The obligation of each Guarantor under this Guaranty is absolute and the Bank may, at its discretion, enforce such obligation against any one or more of the Guarantors hereunder, unconditionally, upon default by the Borrower without first being required to pursue any remedies available to it against the Borrower or any collateral held for the Guaranteed Indebtedness or against any other Guarantor or other person contingently liable to the Bank.

Each Guarantor waives notice of the acceptance of this Guaranty and notice of default by the Borrower under the Debt Instrument, and agrees that the Bank may at any time or from time to time in its discretion without further notice to or consent from the Guarantor or impairment of the obligation of the Guarantor hereunder: (1) extend or change the time of payment, or the manner, place or terms of payment of all or any part of the Guaranteed Indebtedness; (2) exchange, release or surrender any collateral, or any part thereof, held by the Bank as security for the Guaranteed Indebtedness; (3) sell, collect or otherwise dispose of any such collateral at public or private transaction, and become the purchaser thereof, free and clear of any interest therein on the part of the Guarantor and apply the net proceeds of any such sale or disposition to any indebtedness or obligation of the Borrower to the Bank in the order selected by the Bank whether or not guaranteed hereunder, it being understood that the Bank shall not be under any obligation to marshall any such collateral in favor of any Guarantor or with respect to any Guaranteed Indebtedness; (4) settle or compromise with the Borrower or any other person or persons liable thereon, including one or more Guarantors hereunder, all or any part of the Guaranteed Indebtedness or enter into or consent to any arrangement or reorganization involving the Borrower or any such other person under state or Federal insolvency laws or by agreement among creditors or subordinate the payment of the Guaranteed Indebtedness, or any part thereof, to the payment of any other debt of the Borrower owing to the Bank or to any other person or corporation; and (5) take or refrain from taking any action deemed to be in its best interest with respect to the Guaranteed Indebtedness, the Borrower, its property or with respect to any person liable for the Guaranteed Indebtedness.

The obligation of each Guarantor under this Guaranty shall not be abrogated or affected in any manner by any change in the status of the Borrower or any Guarantor, whether by death, liquidation, merger, bulk sale, change in stock ownership or otherwise.

Each Guarantor subordinates to the payment in full of the Guaranteed Indebtedness any claim to payment now or hereafter held by such Guarantor against the Borrower or against any other person directly or indirectly liable for the Guaranteed Indebtedness, including any claim for reimbursement or contribution arising by reason of any payment made to the Bank hereunder.

To secure the liability of each Guarantor hereunder, the Bank shall have and is hereby granted a continuing lien upon, security interest in and right of setoff with respect to all sums now or hereafter owing by the Bank to the Guarantors or any of them by reason of deposits maintained with the Bank or otherwise and all assets of the Guarantors or any of them now or hereafter in possession of the Bank or with repect to which the Bank now holds or hereafter acquires a lien, mortgage or security interest for any reason.

In addition to the Guaranteed Indebtedness and interest accrued thereon, each Guarantor agrees, jointly and severally, to pay to the Bank all collection costs, including reasonable attorneys' fees, incurred by Bank in the liquidation of collateral or in the course of collection of the Guaranteed Indebtedness, as against the Borrower or any person, including any of the undersigned Guarantors, primarily or secondarily liable thereon.

Each Guarantor acknowledges that no promises, representations, agreements, conditions or covenants have been made relating to this Guaranty other than those contained herein and that no modification or waiver of the terms hereof shall be binding on the Bank unless in writing signed by the Bank.

The term "Borrower", as used herein, shall mean and include Emons Industries, Inc. _____. The term "Debt Instrument", as used herein, shall mean the Promissory Note _____ of the Borrower dated May 6 19 80 in the face, principal or maximum amount of $ 3,494,495.76. The liability of each Guarantor hereunder shall be secured by the real and/or personal property described in the following collateral instruments:

NONE

and by such additional collateral as may from time to time be pledged to the Bank with respect hereto.

This Guaranty shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and shall bind the undersigned Guarantor(s) and its or their respective heirs, personal representatives, successors and assigns and inure to the benefit of the Bank and its successors and assigns.

Dated: May 6, 19 80.

Witness/Attest:

EMONS LEASING CO., INC.

By: _____ (SEAL)

_____ (SEAL)

(affix corporate seal for all corporate Guarantors)

490 East Market St., York, PA, 17403
Mailing Address

Warrant of Attorney to Confess Judgment

Upon default in the payment when due of any Guaranteed Indebtedness, as defined in the foregoing Guaranty, or upon the occurrence of any event which would entitle Central Penn National Bank to immediate payment of all or any portion of the Guaranteed Indebtedness, then, and in any such event, the undersigned (and each of them, if more than one), hereby irrevocably authorize the Prothonotary or any attorney of any court of record in Pennsylvania or elsewhere to appear for and confess judgment against the undersigned (and each of them, jointly and severally, if more than one) for any and all amounts unpaid on such Guaranteed Indebtedness, including interest thereon to date of payment (said amount and the occurrence of such default or event to be as evidenced by a complaint or an affidavit signed by an officer of Central Penn National Bank), together with fees of counsel in the amount of fifteen percent (15%) of the foregoing, but not less than $1,000.00 and costs of suit, releasing all errors and waiving rights of appeal. If a copy hereof, verified by affidavit, shall have been filed in such proceeding, it shall not be necessary to file the original as a warrant of attorney. The undersigned (and each of them, if more than one) hereby waive the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of this warrant and power to confess judgment shall be deemed to exhaust this power, whether or not any such exercise shall be held by any court to be invalid, voidable or void, but this power shall continue undiminished and may be exercised from time to time as often as Central Penn National Bank shall elect until all sums due under the Guaranty and hereunder shall have been paid in full.

EMONS LEASING CO., INC. ~~XXXXXX~~

By: _____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
: ss.:
COUNTY OF PHILADELPHIA)

On this 6th day of May, 1980, before me personally appeared Paul L. Oyler 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.

My Commission Expires:

Agatha Rocchia
Notary Public

AGATHA ROCCHIA
Notary Public, Phila., Phila. Co.
My Commission Expires May 8, 1982

COMMONWEALTH OF PENNSYLVANIA)
: ss.:
COUNTY OF PHILADELPHIA)

On this 6th day of May, 1980, before me personally appeared F. P. Maltese, to me personally known, who, being by me duly sworn, says that he is Sec. Treas. 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.

My Commission Expires:

Agatha Rocchia
Notary Public

AGATHA ROCCHIA
Notary Public, Phila., Phila. Co.
My Commission Expires May 8, 1982