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INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT

AGREEMENT entered into as of the 22<sup>nd</sup> day of January, 1980, by and between EMONS INDUSTRIES, INC., whose address is 490 East Market Street, York, PA. 17403 (hereinafter referred to as "Lessor"), and the Maryland and Pennsylvania Railroad Company, whose address is 490 East Market Street, York, PA 17403, (hereinafter referred to as "Lessee").

W I T N E S S E T H :

WHEREAS, the parties hereto have reached an understanding with respect to Lessor leasing to Lessee certain railroad boxcars (hereinafter referred to as the "Cars") and desire to set forth in writing their agreement with respect thereto;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree:

1. Lease and Hire: Lessor hereby lets to Lessee and Lessee hereby hires from Lessor the 70-ton, 50' 6", single sheathed, outside stake, rigid underframe boxcars with identifying marks as listed on Schedule A hereto. Lessor and Lessee shall, from time to time, execute and deliver supplementary schedules to this Lease confirming the said numbers and delivery dates of the Cars as and when delivered.

2. Rental Payments: The Lessee hereby covenants and agrees to pay, or cause to be paid to the Lessor and its successors and assigns, or at such bank or trust company as Lessor shall specify, basic rent for each Car subject to this Lease during the term hereof in consecutive semi-annual installments in arrears, commencing the delivery date with respect to the last Car delivered under this Lease and subject hereto. Each semi-annual rental payment for each Car shall be in an amount equal to 6.9674 % of the Purchase Price in respect thereto. Interim rent for each Car shall begin to accrue from the delivery date of each such Car. The amount of such interim rent shall be equal to .038707% of the Purchase Price with respect thereto multiplied by the number of calendar days from and including the date of delivery to and including the delivery date for the last Car delivered under this Lease. Such interim rent for all Cars shall be payable on the delivery date of the last Car delivered under this Lease.

As used herein, the Purchase Price of a Car shall be determined as follows: the greater of the cost for such Car or the value of such Car as initially registered with the Association of American Railroads.

3. Net Lease: This Lease is a net lease and it is contemplated that it may be assigned as collateral to a bank or other financial institution (which may include a trustee) or that the Car subject to this Lease may be owned by such bank or financial institution, and that this Lease may, in fact, be a sublease for said Cars. The Lessee shall neither be entitled as against the Lessor or any assignee of Lessor, or any successor assignee or any such owner of the Cars, to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Lessor or any of such assignees under this Lease; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or any of such assignees or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Cars from whatsoever cause by the attachment of any liens, encumbrances or rights of others with respect to any of the Cars, by the prohibition of or other restriction against the Lessee's use of all or any of the Cars, by the interference with such use by any person or entity, by the invalidity or unenforceability or lack of due authorization of this Lease, by any insolvency, bankruptcy, reorganization or similar proceeding against the Lessee, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Cars, except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final, and the Lessee shall not seek to recover all or any part of such payment from the Lessor or any assignee of Lessor's interest in the Lease for any reason whatsoever.

4. Term of Lease: The term of this lease as to each Car shall begin on the date of the delivery to and acceptance by the Lessee of such Car and, subject to the provisions of Articles 8 and 14 hereof, shall terminate on the date which is ten years from the date of delivery of the last Car leased hereunder.

5. Taxes: All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, federal or foreign taxes other than (a) any United States federal income tax, and (b) the aggregate of all state, city or local income taxes or franchise taxes measured by net income based on such receipts, up to the amount of any such taxes which would be payable to the state, city and locality in which the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse Lessor as herein provided, or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called "Impositions") hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title, tax or charge under the terms hereof, all of which Impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein.

The Lessee will also pay promptly all Impositions which may be imposed upon any Car or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or upon the Lessor solely by reason of its ownership thereof, and will keep at all times all and every part of such Car free and clear of all Impositions which might in any way affect the title of the Lessor or result in a lien upon any such Car; provided, however, that the Lessee shall be under no obligation to pay any Impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings such Impositions and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the title, property or rights of the Lessor hereunder. If any Impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of an invoice therefor.

In the event any reports with respect to Impositions are required to be made, the Lessee will either make such reports in such manner as to show the interests of the Lessor in such Cars or notify the Lessor of such requirements and make such reports in such manner as shall be satisfactory to the Lessor.

In the event that during the continuance of this Lease the Lessee becomes liable for the payment or reimbursement of any Imposition, pursuant to this Article 5, such liability shall continue, notwithstanding the expiration of this Lease, until all such Impositions are paid or reimbursed by the Lessee.

6. Annual Reports: On or before ~~March 31~~ in each year during the term hereof, the Lessee will furnish to the Lessor an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Cars then leased hereunder the amount, description and numbers of all Cars that have suffered a

Casualty Occurrence (as hereinafter defined) during the preceding calendar year (or since the date of this Lease in the case of the first such statement) and such other information regarding the condition and state of repair of the Cars as the Lessor may reasonably request, and (b) stating that in the case of all Cars repainted or repaired during the period covered by such statement, the numbers and the markings required by Article 7 hereof have been preserved or replaced. The Lessor shall have the right by its agents, to inspect the Cars and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the continuance of this Lease.

7. Identification Marks: The Lessee will cause each Car to be kept numbered with its identifying number.

The Lessee will not change the identifying number of any Car except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with Lessor, and filed, recorded and deposited by the Lessee in all public offices where this Lease shall have been filed, recorded and deposited.

The Lessee may allow the Cars to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by them of the same or a similar type for convenience of identification of their rights to use the Cars as permitted under this Lease.

8. Risk of Loss; Waiver and Indemnity; Insurance:

(a) In the event that any Car shall be or become worn out, lost, stolen, destroyed, or irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (any such occurrence being hereinafter called a "Casualty Occurrence") during the term of this Lease, Lessee shall promptly and fully notify Lessor with respect thereto. On the rental payment date next succeeding such notice, Lessee shall pay to Lessor an amount equal to the rental payment or payments in respect of such Car due and payable on such date plus a sum equal to the Casualty Value (as defined in Exhibit A) of such Car as of the date of such payment as set forth in Exhibit A. Upon the making of such payment by Lessee in respect of any Car, the rental for such Car shall cease to accrue, the term of this Lease as to such Car shall terminate and (except in the case of loss, theft or complete destruction) Lessor shall be entitled to recover possession of such Car. Provided that Lessor has received the Casualty Value for any Car, Lessee shall be entitled to the proceeds of any recovery in respect of such Car from insurance or otherwise.

Except as hereinabove in this paragraph 8(a) provided, Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Car from and after the date of delivery with respect to such Car.

(b) Lessee hereby waives and releases any claim now or hereafter existing against Lessor on account of, and agrees to indemnify, reimburse and hold Lessor harmless from any and all claims (including, but not limited to, claims relating to patent infringement and claims based upon strict liability in tort), losses, liabilities, demands, suits, judgments or causes of action, and all legal proceedings, and any costs or expenses in connection therewith, including attorneys' fees and expenses which may result from or arise in any manner out of the condition, use or operation of any Car during the term hereof, or which may be attributable to any defect in any Car, arising from the material or any article used therein or from the design, testing or use thereof, or from any maintenance, service, repair, overhaul or testing of any Car regardless of when such defect shall be discovered, whether or not such Car is in the possession of Lessee and no matter where it is located.

(c) Lessee at its own cost and expense, shall keep the Cars insured against all risks for the value of such Cars and in no event for less than the Casualty Value of such Cars as specified in Exhibit A, and shall maintain public liability and property damage insurance against such risks and for such amounts as Lessor may require and with such companies as Lessor shall approve; provided, however, that Lessee may, at its option, insure through a domestic affiliated company, or self-insure the Cars in accordance with its current practice against the risks of property damage as required above. All such insurance shall be in such form as Lessor shall approve, shall name Lessor and Lessee as insureds and shall provide that such insurance may not be cancelled as to Lessor or altered without at least ten (10) days' prior written notice to Lessor. All liability insurance shall be primary without right of contribution from any other insurance carried by Lessor. All insurance covering loss or damage to the Cars shall contain a "breach of warranty" clause satisfactory to Lessor and shall provide that all amounts payable by reason of loss or damage to the Cars shall be payable solely to Lessor, except as may otherwise be permitted by paragraph 8(a). Lessee shall deliver to Lessor on or before the delivery date of each Car evidence satisfactory to Lessor of all such insurance.

9. Return of Cars: On termination of this Lease, Lessee will return the Cars to the Lessor at such point as Lessor and Lessee may then mutually agree upon; provided, however, that any Car loaded on or before the next to the last day of the Lease term may complete the loaded trip, and return of such Car to Lessor shall be made at the time such Car is released after unloading; and provided further, that each Car shall remain subject to the terms and conditions of this Lease until return thereof.

10. Improvements, Modifications and Alterations:

The cost of any improvements, modifications, alterations or additions made to the leased Cars, or special devices installed by or at the direction of the Lessee will be borne by Lessee.

11. Assignment - Use and Possession: Lessee will

not assign, transfer, encumber or otherwise dispose of its leasehold interest under this Lease, the Cars or any part thereof, or sublet the Cars or place any of the Cars in assigned service, or change or permit to be changed or altered the lettering and/or numbering of the Cars, or any of them, without the consent of the Lessor in writing first obtained, except that Lessee may permit the use of the Cars by any subsidiary or affiliated railroad company or on lines of railroads other than Lessee's in the United States, Canada and Mexico in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease. Lessee will not permit any encumbrances or liens, based upon any action or liability of Lessee, to be entered or levied upon any of the cars.

12. Liability: Lessor shall not be liable for any

loss of or damage to anything loaded in or on the Cars and makes no representation as to the suitability of the Cars for use in any particular service. Lessee agrees to indemnify and save harmless Lessor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and any expenses in connection therewith, including counsel fees, arising out of or as a result of the use and/or operation of the Cars during the term of this Lease, or by reason of any default by Lessee under this Lease.

13. Cleaning and Servicing: Lessee shall indemnify

and hold harmless the Lessor from any claims made against Lessor, as Car owner, resulting from any failure to clean and service the Cars before loading.

14. Defaults and Remedies: If Lessee shall default in

the performance or observance by Lessee, and such default shall continue for 10 days after notice by Lessor to Lessee, or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under any bankruptcy law, or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any such events Lessor, at its election, may terminate this Lease and repossess the Cars, and this Lease shall thereupon become and be terminated, or Lessor may repossess the Cars and relet the same or any part thereof to others for such rent or compensation and upon such terms as it may see fit, and if a sufficient sum shall not be thus realized after repaying all expenses of retaking and reletting the Cars and collecting the rentals thereof to satisfy amounts herein reserved or payable, Lessee agrees to satisfy and pay the deficiency from time to time upon demand. The obligation to pay such deficiency

shall survive such termination and/or such retaking of the Cars to the end of the term of this Lease. Lessee shall, without expense to Lessor, assist Lessor in repossessing the Cars and shall for a reasonable time, if required by Lessor, permit storage of such Cars on trackage space owned or leased by Lessee, without cost to Lessor.

15. Obligations Suspended: In the event the performance in whole or in part of the obligations (other than for payment of money) of either party under this Lease is hindered, interrupted, or prevented by war, strikes, lockouts, fire, acts of God, or by other similar or different acts of civil or military authorities, or by any cause beyond the reasonable control of the defaulting party, whether similar to the causes herein specified or not, the obligations of such party shall be suspended to the extent of and for the time that performance thereof is prevented or affected by such hindrance, interruption, or prevention, but due diligence shall be observed by such party in resuming performance of its obligations, after removal of the interrupting cause.

16. Renewal Options: Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Lessor not less than six (6) months prior to the end of the original term or any extended term of this Lease, as the case may be, (i) elect to extend the term of this Lease for not more than two extended terms of five (5) years duration each, in respect of all, but not fewer than all, of the Cars then covered by this Lease for such period as is designated in said notice, at a "Fair Rental Value" payable in semiannual payments in arrears.

Fair Rental Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. If on or before four (4) months prior to the expiration of the terms of this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Rental Value of the Cars, such value shall be determined in accordance with the foregoing definition by the American Appraisal Company or its successor (hereinafter call the "Appraiser"). The Appraiser shall be instructed to make such determination within a period of thirty (30) days following appointment, and shall promptly submit such report to both Lessor and Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fees of the Appraiser shall be borne by the Lessee.

17. Subordination: In connection with Lessor's financing of the Cars, Lessor may assign this Lease, sell the Cars, grant a mortgage on or security interest in any Car in whole or in part, without notice to or the consent of the Lessee, to any bank, other financial institution (including a trustee) or subsidiary thereof. It is also understood that a bank or other financial institution in connection with such financing may own any such Car with Lessor leasing such Car from such owner, this Lease thereupon being a sublease, fully subordinate to the Lease between such owner and Lessor. Each such assignee, owner or purchaser shall have all of the rights but none of the obligations of Lessor under this Lease, and in connection therewith Lessee shall, upon written notice thereof, recognize each such assignment, sale, ownership or security interest and shall accept and comply with the direction or demands given in writing by any such owner, assignee or secured party. Lessee shall not assert against such assignee, secured party or owner (including purchaser) any defense, counterclaim or set-off that Lessee might have against Lessor. Lessee's rights shall be subject and subordinate to the rights of any such assignee or transferee of Lessor or any such owner or purchaser of the Cars or any bank or other secured party under any financing agreement or arrangement entered into by Lessor in connection with the acquisition or financing of Cars (including, without limitation, such rights as are granted to Citicorp Industrial Credit, Inc. by the terms of the Security Agreement dated as of December 18, 1979 between such corporation and The Connecticut Bank and Trust Company, as trustee under the Trust Agreement referred to therein).

Upon giving of notice to Lessee from any such transferee, bank, financial institution or secured party that an event of default by Lessor has occurred and is continuing under such financing agreement, or arrangement, such party may require that all payments otherwise due to Lessor shall be made directly to such party or that the Cars be returned to such party, or both.

18. Compliance with Laws and Regulations: This Lease is subject to all federal, state and other laws, rules, regulations and ordinances which may now or hereafter affect, change or modify the terms or conditions hereof or render unlawful the performance of any of its provisions. Lessee shall comply with all governmental laws, regulations and requirements and with the Code of Rules of the Association of American Railroads with respect to the use, maintenance, and operation of such Cars subject to this Lease, and will file and record the same with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act.

19. Lessee's Rights: Lessee acknowledges and agrees that it has not obtained, and by the execution hereof it does not obtain, and by payments and performance hereunder it will not obtain, any title to the Cars nor any property right or interest, legal or equitable therein, except solely as Lessee hereunder. Lessee shall keep the Cars free from any encumbrance or lien which may be equal to or superior to

20. Prior Understandings: Prior understandings and agreements between the parties with respect to the Cars covered by this Lease are merged herein, and the rights of the parties in respect of such Cars shall be governed by this Lease.

21. Successors and Assigns: Covenants herein shall inure to or bind each party's successors and assigns; provided that notwithstanding the assignment of this Lease by the Lessor, all obligations of the Lessor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns against the Lessor and not against any assignee or successor assignee of the Lessor's interest in the Lease.

22. Notices: Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first class, postage prepaid, addressed as follows:

- (a) if to the Lessee, at  
490 East Market Street  
York, PA 17403
- (b) if to the Lessor, at 490 East Market  
Street, York Pennsylvania 17403;

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

23. Severability, Effect and Modifications of Lease: Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

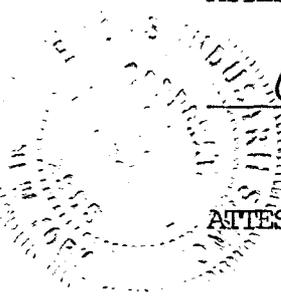
24. This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Cars and supersedes all other arrangements, oral or written, with respect to the Cars. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee.

25. Execution: This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Although this Lease is dated 1979 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates states in the acknowledgements hereto annexed.

26. Law Governing: The terms of this Lease 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 11303 of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties have duly executed  
this Lease the day and year first above written.

ATTEST:



*Carl Ams*

Treasurer

ATTEST:



*Carl Ams*

Treasurer

EMONS INDUSTRIES, INC.

By: *Robert Grossman*

Chairman of the Board and Chief  
Executive Officer

MARYLAND AND PENNSYLVANIA RAILROAD CO.

By: *Jarvis W. Marine*

Vice President and Assistant  
Secretary

Casualty Value

The Casualty Value of each Car as of each month of lease term in respect thereto shall be that percentage of the purchase price of such Car as is set forth below opposite the month of lease term in respect of such Car which would have become due to and including such date.

<u>Month of Lease Term</u>	<u>Percentage</u>	<u>Month of Lease Term</u>	<u>Percentage</u>
1	120.07	23	115.48
2	120.63	24	116.01
3	121.19	25	114.17
4	119.38	26	114.69
5	119.93	27	115.22
6	120.49	28	113.37
7	118.67	29	113.89
8	119.22	30	114.42
9	119.77	31	112.56
10	117.95	32	113.08
11	118.50	33	113.60
12	119.04	34	111.74
13	117.22	35	112.25
14	117.76	36	112.77
15	118.30	37	110.91
16	116.47	38	104.37
17	117.01	39	104.88
18	117.55	40	103.01
19	115.72	41	103.52
20	116.25	42	104.02
21	116.79	43	102.15
22	114.95	44	102.65

Month of  
Lease Term

Percentage

Month of  
Lease Term

Percentage

45	103.14	91	72.08
46	101.27	92	72.49
47	101.76	93	72.90
48	102.26	94	70.93
49	100.37	95	71.34
50	100.86	96	71.74
51	101.35	97	69.77
52	99.47	98	70.16
53	99.95	99	70.56
54	100.43	100	68.58
55	98.54	101	68.97
56	99.02	102	69.36
57	99.50	103	67.37
58	97.60	104	67.76
59	98.08	105	68.14
60	98.55	106	66.15
61	96.65	107	66.52
62	90.07	108	66.90
63	90.54	109	64.90
64	88.63	110	65.27
65	89.10	111	65.64
66	89.56	112	63.63
67	87.65	113	64.00
68	88.10	114	64.36
69	88.56	115	62.34
70	86.64	116	62.70
71	87.09	117	63.05
72	87.54	118	61.03
73	85.62	119	61.38
74	86.07	120	61.73
75	86.51	121	59.70
76	84.58	122	60.04
77	85.02	123	60.38
78	85.46	124	58.34
79	83.53	125	58.68
80	83.96	126	59.01
81	84.39	127	56.97
82	82.45	128	57.29
83	82.88	129	57.62
84	83.31	130	55.56
85	81.36	131	55.88
86	74.74	132	56.20
87	75.16	133	54.14
88	73.21	134	54.45
89	73.62	135	54.76
90	74.04	136	52.69

Month of  
Lease Term

Percentage

Month of  
Lease Term

Percentage

137	52.99	159	42.33
138	53.29	160	40.19
139	51.22	161	40.42
140	51.51	162	40.65
141	51.80	163	38.51
142	49.72	164	38.73
143	50.01	165	38.95
144	50.29	166	36.79
145	48.20	167	37.01
146	48.47	168	37.22
147	48.75	169	35.05
148	46.65	170	35.26
149	46.92	171	35.46
150	47.18	172	33.28
151	45.07	173	33.48
152	45.33	174	33.67
153	45.59	175	31.49
154	43.47	176	31.67
155	43.72	177	31.85
156	43.97	178	29.66
157	41.84	179	29.83
158	42.09	180	30.00

SCHEDULE A  
To Lease

<u>Quantity</u>	<u>Description of Units</u>	<u>Serial Numbers</u>
95	70-Ton, 50'6" Single Sheathed	MPA 37905 through MPA 37999 in- clusive ✓
95	Rigid Underframe, Plate C Boxcars	MPA 7905 through 7999 inclusive ✓
22		MPA 39758 through MPA 39779, in- clusive
120		MPA 39880 through MPA 39999, in- clusive
80		MPA 31000 through MPA 31079, in- clusive
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