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20006-2973

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OF COUNSEL
URBAN A. LESTER

June 26, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of each of the following documents: a Rail Equipment Lease, dated June 6, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents, and an Assignment of Lease, dated June 24, 1996, a secondary document related thereto:

The names and addresses of the parties to the enclosed documents are:

Rail Equipment Lease

Lessor: TPS Leasing Company, LLC
1700 Commerce Street (Suite 710)
Dallas, Texas 75201

Lessee: Steelton and Highspire Railroad Company
1170 Eighth Avenue
Bethlehem, Pennsylvania 18018

20 50
RECORDATION NO. FILED 1425

JUN 26 1996 - 11 10 AM

STATE COMMERCE COMMISSION

20150 + A

JUN 26 1996 - 11 10 AM

JUN 26 11 05 AM '96

RECEIVED
SURFACE TRANSPORTATION BOARD

Country Partners - Gosh

Mr. Vernon A. Williams
June 26, 1996
Page 2

Assignment of Lease

Assignor: TPS Leasing Company, LLC
1700 Commerce Street (Suite 710)
Dallas, Texas 75201

Assignee: Transamerica Business Credit Corporation
13760 Noel Road
Dallas, Texas 75240

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule A to the Rail Equipment Lease

Also enclosed is a check in the amount of \$42 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D C. 20427-0001

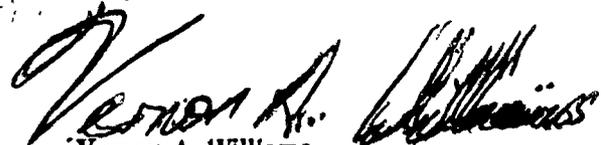
6/26/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

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 6/26/96 at 11:10AM, and assigned recordation number(s). 20150, 20150-A, 20151 and 8159-A.

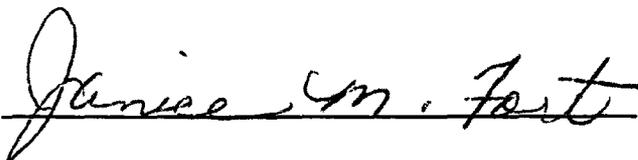
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 84.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



T P S LEASING COMPANY, LLC

1700 COMMERCE STREET (SUITE 710) DALLAS, TEXAS 75201
214/522-3170

RAIL EQUIPMENT LEASE

RECORDATION NO. 20150 FILED 1425
JUN 26 1996 -11 10 AM
INTERSTATE COMMERCE COMMISSION

Steelton and Highspire Railroad Company
Name of ("Lessee")

1170 Eighth Avenue (Room 668, Martin Tower)
Street Address

Bethlehem, Pennsylvania 18018
City, State & Zip Code

June 6, 1996
Date

05/1204/01L
Lease Number

T P S LEASING COMPANY, LLC ("Lessor") by its acceptance hereof, hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions hereinafter set forth, the rail cars (hereinafter collectively called the "Cars") described in Schedule A, annexed hereto and made a part hereof ("Schedule A").

1. Term of Agreement:

This Agreement is effective from the date it is signed and shall remain in force for an initial term of 96 months, from the first day of the month following the commencement date. (The period during which this Agreement may not be terminated is hereinafter called the "Initial Term").

2. Rental Commencement Date:

The Rental Commencement Date of this Lease for the purpose of determining when the monthly rental charges begin shall be the day following the date of acceptance of the Cars by the Lessee at the place of delivery set forth in Schedule A. Lessee agrees to promptly execute Lessor's "Certificate of Acceptance" (Attached as Schedule B) confirming the Rental Commencement Date of this Lease for each Car, and that the Lessee has inspected and accepted the Cars as having no defects which prevent the Cars being placed in service by the Lessee.

3. Rental Charges:

The monthly-rental charge for each Car as set forth in Schedule A shall begin on the Rental Commencement Date and be due and payable in advance on the first day of each month (except

for the first payment which shall be a pro rata portion of the monthly rental charge, calculated on a 30-day basis, due and payable on the Rental Commencement Date). There is no limit on the number of miles for which Cars may be used and there is no extra use charge. Monthly-rental charges paid after the 10'th day of the month in which the charge is due, will include a 5% late payment charge.

4. Payment of Taxes:

Lessee shall also pay all taxes, however designated, which are levied or based on this Lease, the Cars or their use, operation, control or value, including without limitation, ad valorem property taxes, state and local privilege or excise taxes based on gross revenue, and any penalties or interest in connection with these taxes or amounts in lieu thereof paid or payable by Lessor or Lessee, but excluding taxes based on Lessor's net income. Charges for taxes, penalties and interest, if any shall be promptly paid by Lessee. In the event Lessee defaults on the payment of any such tax, Lessor may pay the tax and shall be reimbursed by Lessee, with interest (plus Attorneys fees and costs if any) as additional rent. The obligation for these taxes shall survive the termination of this Lease.

5. Risk or Loss:

Lessor shall not be responsible for, nor shall the monthly rental or other sums due hereunder abate by reason of, any interruption in or loss of the service or use of the Cars, or any loss or damage caused by the Cars, latent defect, wear and tear, or gradual deterioration of the Cars or any part thereof, unless caused by Lessors negligence. The Lessee is responsible for all Car repair and maintenance charges during the term of the Lease.

6. Liability Insurance and Indemnity:

Lessee may "Self Insure" with regard to the Insurance Requirements of the Lease if Lessor is notified in writing 30 days prior to the Rental Commencement Date.

In the event of loss, destruction or damage to, any of the Cars, upon receipt of notification Lessee will immediately notify Lessor. The destruction, or damage to the Cars shall not relieve the Lessee from its obligation to pay the full rental payable hereunder. In the event a Car is damaged beyond repair, rent for that Car shall cease on the date the Lessee notifies the Lessor of the decision not to repair the Car; provided that the Casualty Payment for the Car as defined in the Lease Casualty Table in "Schedule A", which is a part of this Lease; is received within 60 days of this notification, and all lease rentals on the Car due through the date of the Lessee's notification, have been paid in full. Any sums collected from insurance or the responsible party for the total loss of any of the Cars shall be credited to the Lessor, unless the Lessee has previously paid the Lessor for the Casualty Loss of the Car in full. If any of the Cars are partially damaged, Lessee shall promptly cause repair of such damage at its own cost and expense and collect any insurance or off setting payments.

Lessee shall insure Lessor and Lessee with respect to liability for bodily injury, including death, and property damage resulting from the ownership, maintenance, use or operation of the Cars with insurers satisfactory to Lessor and in amounts of at least \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 for property damage, or in

whatever higher amounts as may be required by Lessor from time to time by notice to Lessee, and deliver the policies or certificates thereof to Lessor.

Lessee will hold Lessor harmless, after Lessee's Acceptance of the Cars, against any and all claims and liabilities arising out of or in connections with the design, manufacture, possession and operation of the Cars.

7. Quiet Enjoyment of the Leased Cars:

During the "Initial Term" term of this Lease, and any extensions, as long as the Lessee is not in default under the Lease, and has paid the Lessor or the Assignee, all monthly installments in full and on a timely basis; Lessor shall not do, or allow any person or entity claiming through or against the Lessor, any act which interferes with any right of the Lessee to peaceably and quietly, hold, possess and use the Cars described on "Schedule A" of this Lease.

8. Maintenance, Repairs and Return of the Cars:

Lessee shall at its expense throughout the term of this Lease, maintain the Cars in good working order and appearance and make all necessary adjustments and repairs to keep the Cars qualified for Interchange of Traffic in accord with American Association of Railroads Rules governing the Condition of Cars and the rules and regulations of the U.S. Department of Transportation. If after the Commencement Date of this Lease the American Association of Railroads changes the Rules governing the condition of a Car for Interchange such that to cause the Cars to comply with that Rule the Lessee would be required to make an improvement to a Car the cost of which would exceed the Casualty Value of the Car in Schedule A, the Lessee will have the option to pay the Casualty Value of the Car and keep the Car, rather than making the change required for Interchange Service and returning the Car to the Lessor at the Lease expiration or termination. Lessee will grant access to the Cars to Lessor or its designee during normal working hours for inspection.

At the expiration or termination of this Lease, Lessee shall return the Cars to Lessor complete and in the same condition as when they were delivered to the Lessee, ordinary wear and tear excepted. Lessee will remove all deposits and accumulations of commodities transported by the Cars at its expense. The terms of redelivery for return of the Cars are defined in "Schedule A."

Lessor at its expense will have the Cars inspected within 15 days of Lease Termination and return of the Cars, and will notify the Lessee within 30 days of any charges necessary to put the Cars in satisfactory return condition. Lessee will promptly pay any such invoice or have the option to complete the work itself.

9. Alterations:

No alteration or modifications to the Cars shall be made without first obtaining in each instance the prior written approval of Lessor, which approval shall not unreasonably be withheld if such modifications are in compliance with American Association of Railroads and Department of Transportation Regulations: provided, however that all risk of loss or damage for whatever reason with respect to or caused by said alterations shall be borne solely by Lessee.

Certain modifications regarding application of bulkheads, side posts, and bearings are to be made by Ebenezer Railcar Services, Inc. to the Cars set forth on Schedule A attached hereto. The costs of the modifications shall be borne by the Lessor and shall not exceed \$323,750. The subject modifications are essential for the intended use of the Cars by the Lessee,

however, the Lessor shall not be responsible for, nor shall the monthly rental abate by any reason whatsoever as a result of the prescribed modifications. Upon acceptance of the modifications, the Lessee's obligations under the Lease become absolute and unconditional, notwithstanding any defects in the modifications or any other loss or damage.

10. Marking of Cars:

Notwithstanding the delivery, possession and use of the Cars by the Lessee, the Lessor retains full legal title to the Cars. The Lessee at its own expense will label in letters at least one inch in height in contrasting colors upon each side of the Car, within thirty days of delivery, (Leased from T P S Leasing Company, LLC; Owner, Subject to a Security Interest Recorded with the Surface Transportation Board. (abbreviated as STB)

Lessee will make at the Lessor's expense, appropriate changes in the label from time to time as may be requested in writing by the Lessor or its Assignee to protect Lessors title or Assignee's rights under this Lease.

Lessee will keep each Car numbered with the identifying number set forth in "Schedule A". The Lessee will not change the identifying number of any Car unless a statement of new numbers or numbers to be substituted has been filed with the Assignee and the Lessor and all filings required by applicable law have been made.

The Cars may be lettered with the names or initials or insignia customarily used by the Lessee or its affiliates, but Lessee will not place any name of a person or association or corporation on a Car which might be interpreted as a claim of ownership.

11. Assignments and Security Interests:

The Lessee acknowledges Lessor's right to assign its interest under the Lease (the assignee being hereinafter called Assignee) and that Assignee does not assume any of the obligations of the Lessor. The assignment shall not relieve the Lessor of any of its' obligations as defined in the Lease. In consideration of the Assignee having advanced funds to the Lessor to finance the Cars described in the Lease, Lessee agrees as follows: (a) That its obligation to pay directly to the Assignee the amounts (whether designated as rentals or otherwise) which become due from the Lessee as set forth in the Lease so assigned shall be absolutely unconditional and shall be payable whether or not the Lease is terminated by operation of law, any act of the parties or otherwise, except under terms and conditions of Schedule A. Lessee promises to pay, notwithstanding any defense, set-off or counterclaim whatsoever, whether by reason of breach of the Lease, the exercise of any right to option thereunder or otherwise, which it may or might not or hereafter have as against the Lessor (the Lessee reserving its right to have recourse directly against the Lessor on account if any such defense, set-off or counterclaim). (b) Subject to and without impairment of the Lessee's rights in and to the Cars described in this Lease, Lessee holds the Cars for the Assignee to the extent of the Assignee's rights therein.

12. Enforcement of Warranty:

Lessee acknowledges that it has made the selection of each Car based on its own judgment and expressly disclaims any reliance upon statements made by Lessor. **LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CARS.** Lessor agrees that Lessee shall be entitled to the benefit of any manufacturer's warranties on the Cars to the extent permitted by applicable law.

Lessor shall not be obligated to resort to litigation to enforce any such warranty unless Lessee shall pay all expenses in connection therewith. If any such warranty is enforceable in Lessee's name, Lessee shall take all reasonable action at its sole expense to enforce any such warranty.

13. Transportation of Cars:

All transportation and other charges for delivery of the Cars to Lessee shall be paid by Lessee. Charges for redelivery will be paid for by the Lessor.

14. Events of Default:

An event of default shall occur if Lessee: (i) fails to pay any installment of rent or other payment required when due and such failure continues for a period of (5) days after written notice is sent from Lessor; or (ii) fails to perform or observe any other covenant, condition or agreement to be performed or observed by it or breaches any representation, warranty or other provision contained herein, and such failure or breach shall continue unremedied for a period of (10) days after written notice is sent from Lessor; or (iii) without Lessor's consent attempts to sell, transfer, encumber, or sublet the Cars to an entity with credit unacceptable to the Lessor; or (iv) shall commit any act of bankruptcy or become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a Trustee or Receiver or either shall be appointed for Lessee or for a substantial part of its property without its consent, or bankruptcy reorganization or insolvency proceedings shall be instituted by or against Lessee.

15. Remedies for Default:

Upon the occurrence of any event of default and at any time thereafter Lessor or its Assignee may, in its discretion, do any one or more of the following: (i) terminate this Lease upon notice to Lessee; (ii) declare all sums due and to become due hereunder for the full term of this Lease immediately due and payable; (iii) demand that Lessee return all Cars to Lessor in accordance with Paragraph 8 hereof; (iv) enter upon the premises where the Cars are located and take immediate possession of and remove the same, all without liability to Lessor or its agents for such entry, or for damage to property or otherwise; (v) sell any or all of the Cars at public or private sale, with or without hold, use, operate, Lease to others or keep idle the Cars, all free and clear of any rights of Lessee; (vi) exercise any other right or remedy which may be available to it under the Uniform Commercial Code or other applicable law including, without limitation, the right to recover damages for breach hereof.

In addition, Lessee shall continue to be liable for all legal fees and other costs and expenses resulting from the foregoing defaults, or the exercise of Lessor's remedies. No remedy referred to in this Paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee, or a waiver of any of Lessor's rights. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, Lease or otherwise use any Cars in mitigation of Lessor's damage as set forth in this Paragraph or which may otherwise limit or modify any of Lessor's right or remedies.

16. Depreciation Indemnity:

Lessee acknowledges that Lessor (or beneficiary of Lessor) shall claim and be entitled to the depreciation deduction with respect to the full Invoice Cost of the Cars and a depreciation deduction for each of the taxable years during the Initial Term of this Lease.

Lessee agrees to take no action inconsistent with the foregoing which would result in the loss, disallowance or unavailability to Lessor (or such beneficiary) of such depreciation deduction. Lessee hereby agrees to indemnify Lessor and its assigns against any action, statement, or failure to act by Lessee, which would cause the loss, disallowance or unavailability to Lessor or its Assignee of such depreciation deduction.

17. General:

- A. The Cars remain the personal property of Lessor and may be removed at any time after termination of the Lease. Lessee shall execute financing statements to evidence Lessor's interest in the Cars and the rentals and other sums payable hereunder. During the term of this Lease, Lessee will not create any financial encumbrances to the Lessor's ownership and title to the to the Cars without the express written consent of the Lessor, and will return the Cars free and clear of any financial obligation of the Lessee, at the termination of this Lease.
- B. This Lease constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Lease shall bind either party, including Lessor's Secured Party, unless in writing and signed by an officer of the waiving party and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- C. The parties hereto agree that where notice is required hereunder, it shall be deemed received the day after mailing, if mailed certified postage prepaid by regular or Express Mail to Lessor or Lessee, as the case may be, at the respective addresses given above. Either party may change such address for notice by sending to the other party written notice thereof.
- D. This Lease and any other instrument, executed in connection herewith, shall be a contract under and be governed by the laws of the State of Pennsylvania; and shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assignees.
- E. Lessee will not allow the Cars to carry any hazardous or radioactive material during the term of this Lease.
- F. Schedule A and any other schedule or rider referred to in this Lease shall form a part of this Lease and are incorporated herein by reference.

18. Further Assurances:

Lessee, upon request of Lessor, will execute, acknowledge, record of file, as the case may be, such further documents and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement. Lessee hereby appoints Lessor as its attorney-in-fact to execute on behalf of Lessee and authorizes Lessor to file without Lessee's signature any UCC financing statements and amendments Lessor deems advisable.

19. Financial Statements

Lessee shall deliver to Lessor as soon as available, but not later than 120 days after the end of each fiscal year of Lessee and its consolidated subsidiaries, the

consolidated balance sheet and income statement for Lessee and its consolidated subsidiaries (the "Financial Statements") for such year, together with a certification duly executed by a responsible officer of Lessee that such Financial Statements have been prepared in accordance with generally accepted accounting principles and are fairly stated in all material respects (subject to normal year-end audit adjustments).

Lessee and Lessor each hereby warrants and represents that its signatories whose signatures appear below have been and are on the date of this Lease duly authorized by all necessary and appropriate corporate action to execute this Lease.

Accepted and agreed to this 21st day of June 1996 .

Steelton and Highspire Railroad Company
LESSEE:

BY: [Signature]
PRESIDENT

TITLE:
TPS Leasing Company, LLC

LESSOR: [Signature]

BY: Thomas T. Toland
President

TITLE:

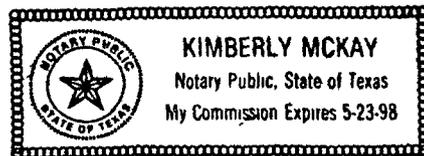
I hereby certify that this is a true and correct copy of Rail Equipment Lease #05/1204/01L between TPS Leasing Company, LLC as Lessor and Steelton and Highspire Railroad Company as Lessee.

Dated: June 24th, 1996

[Signature]
Thomas T. Toland, President

Sworn before me on this 24th day of June, 1996

[Signature]
Notary Public



"SCHEDULE A"

RAIL EQUIPMENT LIST

<u>Qty.</u>	<u>Type</u>	<u>Description/Feature</u>	<u>Car #</u>	<u>Monthly Rate</u>
1	Flat Car	70 Ton 89'	KNDX 636000	\$393.00
1	Flat Car	70 Ton 89'	636006	\$393.00
1	Flat Car	70 Ton 89'	636008	\$393.00
1	Flat Car	70 Ton 89'	636019	\$393.00
1	Flat Car	70 Ton 89'	636023	\$393.00
1	Flat Car	70 Ton 89'	636026	\$393.00
1	Flat Car	70 Ton 89'	636027	\$393.00
1	Flat Car	70 Ton 89'	636033	\$393.00
1	Flat Car	70 Ton 89'	636053	\$393.00
1	Flat Car	70 Ton 89'	636057	\$393.00
1	Flat Car	70 Ton 89'	636061	\$393.00
1	Flat Car	70 Ton 89'	636067	\$393.00
1	Flat Car	70 Ton 89'	636068	\$393.00
1	Flat Car	70 Ton 89'	636069	\$393.00
1	Flat Car	70 Ton 89'	636074	\$393.00
1	Flat Car	70 Ton 89'	636078	\$393.00
1	Flat Car	70 Ton 89'	636080	\$393.00
1	Flat Car	70 Ton 89'	636081	\$393.00
1	Flat Car	70 Ton 89'	636095	\$393.00
1	Flat Car	70 Ton 89'	636096	\$393.00
1	Flat Car	70 Ton 89'	636103	\$393.00
1	Flat Car	70 Ton 89'	636108	\$393.00
1	Flat Car	70 Ton 89'	636115	\$393.00
1	Flat Car	70 Ton 89'	636116	\$393.00
1	Flat Car	70 Ton 89'	636123	\$393.00
1	Flat Car	70 Ton 89'	636125	\$393.00
1	Flat Car	70 Ton 89'	636129	\$393.00
1	Flat Car	70 Ton 89'	636130	\$393.00
1	Flat Car	70 Ton 89'	636134	\$393.00
1	Flat Car	70 Ton 89'	636142	\$393.00
1	Flat Car	70 Ton 89'	636146	\$393.00
1	Flat Car	70 Ton 89'	636152	\$393.00
1	Flat Car	70 Ton 89'	636160	\$393.00
1	Flat Car	70 Ton 89'	636161	\$393.00
1	Flat Car	70 Ton 89'	636175	\$393.00
1	Flat Car	70 Ton 89'	636177	\$393.00
1	Flat Car	70 Ton 89'	636178	\$393.00
1	Flat Car	70 Ton 89'	636201	\$393.00
1	Flat Car	70 Ton 89'	636209	\$393.00
1	Flat Car	70 Ton 89'	636211	\$393.00
1	Flat Car	70 Ton 89'	636214	\$393.00
1	Flat Car	70 Ton 89'	636222	\$393.00
1	Flat Car	70 Ton 89'	636229	\$393.00

ola T.D.

RAIL EQUIPMENT LIST
Continued

<u>Qty.</u>	<u>Type</u>	<u>Description/Feature</u>	<u>Car #</u>	<u>Monthly Rate</u>
1	Flat Car	70 Ton 89'	636007	\$393.00
1	Flat Car	70 Ton 89'	636010	\$393.00
1	Flat Car	70' Ton 89'	636021	\$393.00
1	Flat Car	70 Ton 89'	636060	\$393.00
1	Flat Car	70 Ton 89'	636193	\$393.00
1	Flat Car	70' Ton 89'	636202	\$393.00
1	Flat Car	70' Ton 89'	636203	\$393.00

The monthly rental is \$19,650.00 per month for Ninetysix (96) months. (the "Initial Term") The first month's rent is due on September 1, 1996. The term of this Lease may be extended for sixty months at the Lease expiration, by the Lessee giving the Lessor 180 days written notice prior to the Lease expiration date at the rate of \$FMV per Car per month. At the end of the Initial Lease Extension until terminated by the Lessee by giving the Lessor not less than (2) months prior written notice of termination, the Lease may be automatically extended for 90 day periods at the rental rate of \$FMV per month per Car.

Delivery and Acceptance

Delivery and Acceptance of the Cars will be at: the Ebenezer Railcar Services repair facility in West Seneca, New York. Notwithstanding any other clauses in the Lease, Rental Commencement will be on September 1, 1996. Redelivery of the Cars will be at: the Lessee's Chosen Rail Yard ~~in Pennsylvania~~. Lessee will provide the Lessor 90 days free storage for the Cars at the Termination of the Lease.

Casualty Loss Table Per Car

| Casualty Value |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| JUN 1996 \$27,978 | NOV 1996 \$27,509 | APR 1997 \$27,017 | SEP 1997 \$26,502 | FEB 1998 \$25,963 | JUL 1998 \$25,399 | DEC 1998 \$24,809 |
| JUL 1996 \$27,886 | DEC 1996 \$27,412 | MAY 1997 \$26,916 | OCT 1997 \$26,396 | MAR 1998 \$25,852 | AUG 1998 \$25,283 | JAN 1999 \$24,687 |
| AUG 1996 \$27,793 | JAN 1997 \$27,315 | JUN 1997 \$26,814 | NOV 1997 \$26,289 | APR 1998 \$25,741 | SEP 1998 \$25,166 | FEB 1999 \$24,565 |
| SEP 1996 \$27,699 | FEB 1997 \$27,216 | JUL 1997 \$26,711 | DEC 1997 \$26,182 | MAY 1998 \$25,628 | OCT 1998 \$25,048 | MAR 1999 \$24,441 |
| OCT 1996 \$27,604 | MAR 1997 \$27,117 | AUG 1997 \$26,607 | JAN 1998 \$26,073 | JUN 1998 \$25,514 | NOV 1998 \$24,929 | APR 1999 \$24,317 |

W.A.T.
OK ff

Casualty Value	Casualty Value					
MAY 1999 \$24,191	MAY 2000 \$22,588	MAY 2001 \$20,799	MAY 2002 \$18,803	MAY 2003 \$16,577	MAY 2004 \$14,092	MAY 2005 \$11,321
JUN 1999 \$24,064	JUN 2000 \$22,446	JUN 2001 \$20,641	JUN 2002 \$18,627	JUN 2003 \$16,380	JUN 2004 \$13,973	JUN 2005 \$11,076
JUL 1999 \$23,936	JUL 2000 \$22,303	JUL 2001 \$20,481	JUL 2002 \$18,449	JUL 2003 \$16,181	JUL 2004 \$13,651	JUL 2005 \$10,828
AUG 1999 \$23,806	AUG 2000 \$22,199	AUG 2001 \$20,320	AUG 2002 \$18,269	AUG 2003 \$15,980	AUG 2004 \$13,427*	AUG 2005 \$10,579
SEP 1999 \$23,676	SEP 2000 \$22,013	SEP 2001 \$20,158	SEP 2002 \$18,048	SEP 2003 \$15,779	SEP 2004 \$13,202	SEP 2005 \$10,327
OCT 1999 \$23,544	OCT 2000 \$21,866	OCT 2001 \$19,994	OCT 2002 \$17,905	OCT 2003 \$15,575	OCT 2004 \$12,974	OCT 2005 \$10,073
NOV 1999 \$23,411	NOV 2000 \$21,788	NOV 2001 \$19,828	NOV 2002 \$17,720	NOV 2003 \$15,369	NOV 2004 \$12,744	NOV 2005 \$ 9,817
DEC 1999 \$23,277	DEC 2000 \$21,568	DEC 2001 \$19,661	DEC 2002 \$17,534	DEC 2003 \$15,161	DEC 2004 \$12,512	DEC 2005 \$ 9,558
JAN 2000 \$23,142	JAN 2001 \$21,417	JAN 2002 \$19,493	JAN 2003 \$17,346	JAN 2004 \$14,951	JAN 2005 \$12,787	JAN 2006 \$ 9,297
FEB 2000 \$23,005	FEB 2001 \$21,265	FEB 2002 \$18,723	FEB 2003 \$17,156	FEB 2004 \$14,739	FEB 2005 \$12,042	FEB 2006 \$ 9,033
MAR 2000 \$22,867	MAR 2001 \$21,111	MAR 2002 \$19,151	MAR 2003 \$16,965	MAR 2004 \$14,526	MAR 2005 \$11,804	MAR 2006 \$ 8,767
APR 2000 \$22,728	APR 2001 \$20,965	APR 2002 \$18,978	APR 2003 \$16,772	APR 2004 \$14,310	APR 2005 \$11,563	APR 2006 \$ 8,499

*Casualty Value for a Car at the end of the Initial Lease Term.

Casualty Value

MAY 2006 \$ 8,228

JUN 2005 \$ 7,850

The Casualty Value remains at \$7,850 (The scrap value of an 89' all steel flat Car) during all additional lease extensions.

Accepted this 21st day of June 1996.

Steelton and Highspire Railroad Company

LESSEE:

BY: *Jim Zanic*

PRESIDENT

TITLE:

T P S Leasing Company, LLC

LESSOR:

BY: Thomas T. Toland

President

TITLE:

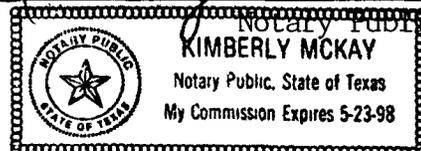
I hereby certify that this is a true and correct copy of Schedule A Rail Equipment List to Rail Equipment Lease #05/1204/01L between TPS Leasing Company, LLC as Lessor and Steelton and Highspire Railroad Company as Lessee.

Dated: June 24th, 1996

Thomas T. Toland
Thomas T. Toland, President

Sworn before me on this 24th day of June, 1996

Kimberly McKay



"SCHEDULE B"

CERTIFICATE OF ACCEPTANCE

Lessee: Steelton and Highspire Railroad Company

<u>Qty</u>	<u>Type</u>	<u>Description/Feature</u>	<u>Car #</u>	<u>Monthly Rate</u>
1	Flat Car	70 Ton, All Steel, 89'	KNDX 636000	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636006	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636008	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636019	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636023	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636026	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636027	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636033	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636053	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636057	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636061	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636067	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636068	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636069	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636074	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636078	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636080	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636081	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636095	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636096	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636103	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636108	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636115	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636116	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636123	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636125	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636129	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636130	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636134	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636142	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636146	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636152	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636160	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636161	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636175	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636177	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636178	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636201	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636209	\$393.00

Casualty Value	Casualty Value					
MAY 1999 \$24,191	MAY 2000 \$22,588	MAY 2001 \$20,799	MAY 2002 \$18,803	MAY 2003 \$16,577	MAY 2004 \$14,092	MAY 2005 \$11,321
JUN 1999 \$24,064	JUN 2000 \$22,446	JUN 2001 \$20,641	JUN 2002 \$18,627	JUN 2003 \$16,380	JUN 2004 \$13,873	JUN 2005 \$11,076
JUL 1999 \$23,936	JUL 2000 \$22,303	JUL 2001 \$20,481	JUL 2002 \$18,449	JUL 2003 \$16,181	JUL 2004 \$13,651	JUL 2005 \$10,828
AUG 1999 \$23,806	AUG 2000 \$22,199	AUG 2001 \$20,320	AUG 2002 \$18,269	AUG 2003 \$15,980	AUG 2004 \$13,427*	AUG 2005 \$10,579
SEP 1999 \$23,676	SEP 2000 \$22,013	SEP 2001 \$20,158	SEP 2002 \$18,048	SEP 2003 \$15,779	SEP 2004 \$13,202	SEP 2005 \$10,327
OCT 1999 \$23,544	OCT 2000 \$21,866	OCT 2001 \$19,994	OCT 2002 \$17,905	OCT 2003 \$15,575	OCT 2004 \$12,974	OCT 2005 \$10,073
NOV 1999 \$23,411	NOV 2000 \$21,788	NOV 2001 \$19,828	NOV 2002 \$17,720	NOV 2003 \$15,369	NOV 2004 \$12,744	NOV 2005 \$ 9,817
DEC 1999 \$23,277	DEC 2000 \$21,568	DEC 2001 \$19,661	DEC 2002 \$17,534	DEC 2003 \$15,161	DEC 2004 \$12,512	DEC 2005 \$ 9,558
JAN 2000 \$23,142	JAN 2001 \$21,417	JAN 2002 \$19,493	JAN 2003 \$17,346	JAN 2004 \$14,951	JAN 2005 \$12,787	JAN 2006 \$ 9,297
FEB 2000 \$23,005	FEB 2001 \$21,265	FEB 2002 \$18,723	FEB 2003 \$17,156	FEB 2004 \$14,739	FEB 2005 \$12,042	FEB 2006 \$ 9,033
MAR 2000 \$22,867	MAR 2001 \$21,111	MAR 2002 \$19,151	MAR 2003 \$16,965	MAR 2004 \$14,526	MAR 2005 \$11,804	MAR 2006 \$ 8,767
APR 2000 \$22,728	APR 2001 \$20,965	APR 2002 \$18,978	APR 2003 \$16,772	APR 2004 \$14,310	APR 2005 \$11,563	APR 2006 \$ 8,499

*Casualty Value for a Car at the end of the Initial Lease Term.

Casualty Value

MAY 2006 \$ 8,228
 JUN 2006 \$ 7,850

The Casualty Value remains at \$7,850 (The scrap value of an 89' all steel flat Car) during all additional lease extensions.

Accepted this 21st day of June 1996.

Steelton and Highspire Railroad Company

LESSEE:

BY:

PRESIDENT

TITLE:

T P S Leasing Company, LLC

LESSOR:

BY: Thomas T. Toland

President

TITLE:

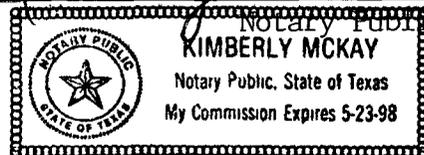
I hereby certify that this is a true and correct copy of Schedule A Rail Equipment List to Rail Equipment Lease #05/1204/01L between TPS Leasing Company, LLC as Lessor and Steelton and Highspire Railroad Company as Lessee.

Dated: June 24th, 1996

Thomas T. Toland
 Thomas T. Toland, President

Sworn before me on this 24th day of June, 1996

Kimberly McKay
 Notary Public



"SCHEDULE B"

CERTIFICATE OF ACCEPTANCE

Lessee: Steelton and Highspire Railroad Company

<u>Qty</u>	<u>Type</u>	<u>Description/Feature</u>	<u>Car #</u>	<u>Monthly Rate</u>
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1	Flat Car	70 Ton, All Steel, 89'	636057	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636061	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636067	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636068	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636069	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636074	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636078	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636080	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636081	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636095	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636096	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636103	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636108	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636115	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636116	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636123	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636125	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636129	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636130	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636134	\$393.00
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1	Flat Car	70 Ton, All Steel, 89'	636175	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636177	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636178	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636201	\$393.00
1	Flat Car	70 Ton, All Steel, 89'	636209	\$393.00

CERTIFICATE OF INCUMBENCY

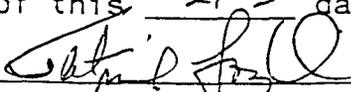
I, J. Michael Zaia, do hereby certify that I am the President of Steelton and Highspire Railroad Company a corporation duly organized and existing by virtue of the laws of the State of Pennsylvania; and as such officer, I have access to the original records of the corporation and do hereby certify that the following named person(s) has/have been properly designated, and assigned to hold the position in such corporation as indicated below; that such person(s) hold such position at this time and that the specimen signature appearing beside the name of such employee is his true and correct signature.

<u>J. Michael Zaia</u>	<u>President</u>	
NAME	TITLE	SPECIMEN SIGNATURE
NAME	TITLE	SPECIMEN SIGNATURE

I further certify that the above named person is authorized for and on behalf of this corporation to sign on behalf of the corporation and bring the corporation on Lease 05/1204/01L of certain "Equipment" with T P S Leasing Company, LLC.

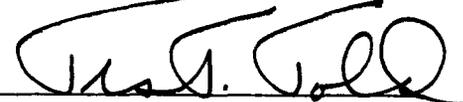
I further certify that I am one of the duly authorized and proper officers of such corporation to make certificates in its behalf.

Dated as of this 21st day of June, 1996.

By: 
Patrick R. Loughlin
Title: Secretary

I hereby certify that this is a true and correct copy of the Certificate of Incumbency to Rail Equipment Lease #05/1204/01L between TPS Leasing Company, LLC as Lessor and Steelton and Highspire Railroad Company as Lessee.

Dated: June 24th, 1996


Thomas T. Toland, President

Sworn before me on this 24th day of June, 1996

