

LEASE OF MATERIALS:

(a) The Railroad hereby demises and leases to Industry for use in maintaining the portion of said sidetrack to be maintained by the Industry, the following quantity of track materials, to-wit:

DESCRIPTION	NET TONS	UNIT PRICE	TOTAL VALUE
698 lin. ft. 80# rail, relay	9.3068	\$132.75	\$1,235.48
22 pr. 80# joint bars, relay		5.70	125.40
350 ea. tie plates (7½ x 11"), relay		.88	308.00
			\$1,668.88

*14% S. Cont.*

TO HAVE AND TO HOLD said materials unto Industry from and after May 1, 1972, for and during the continuance of this agreement, Industry yielding and paying unto Railroad as rental therefor the sum of ONE HUNDRED FORTY-EIGHT AND 35/100 DOLLARS (\$148.35) per annum \* \* \* \* \* payable in advance, plus any taxes imposed; unearned rental to be refunded on termination of this lease as herein provided.

(b) The Industry shall not sublet or remove any of the leased materials without the written consent of the Railroad.

(c) At the expiration or other termination of this agreement, the Industry will at its expense take up and return the leased materials to the Railroad, loaded on cars to be furnished by the Railroad at the location of said sidetrack. Upon the Industry's failure so to do, the Railroad may repossess the materials with its forces at the Industry's expense without prejudice to its other legal remedies in the premises, and the Railroad may retain any unearned rental as partial payment of the expense of removing the leased material, (the Industry to make up the difference or the Railroad to refund the excess). Upon such return or repossession of the materials, so much thereof as shall be damaged, otherwise than by ordinary wear and tear, as not to be of further use in railroad track facilities, may be rejected by the Railroad and the Industry shall reimburse the Railroad for materials so rejected, as well as for materials not returned or repossessed, at the values set out in Sub-paragraph (a) of this Article.

(d) If the Industry defaults in the payment of any monies or rental herein provided for and such default, or any other default by the Industry under the terms and conditions of this agreement, shall continue for thirty (30) days, or if the Industry shall be declared bankrupt, or the property of the Industry shall be placed under a receiver or trustee, or taken from the control of the Industry by operation of law or otherwise, then and in that event the Railroad shall have the option and right to terminate this agreement by 10 days written notice in writing to the Industry, and to enter upon any lands and retake and remove the leased materials, without in any way releasing or impairing its right to sue for and recover from the Industry, (i) any rentals or other monies which may be due the Railroad under the terms of this agreement and (ii) the cost and expense, including attorneys' fees which might arise from any litigation, to the Railroad of so removing the leased materials.

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