

STORAGE TRACK LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, _____ by and between READING & NORTHERN RAILROAD COMPANY ("Railroad") and _____ ("Industry").

W I T N E S S E T H:

WHEREAS, Industry desires to lease from Railroad a portion of track _____ feet in length, at _____ as well as the ground underlying said portion of track, for the temporary storage of cars containing _____, a non-hazardous commodity, such cars being owned, leased or under the control of Industry, and Railroad, having available and currently unneeded for public service the said portion of track and underlying ground is willing to lease the same to Industry upon terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the following covenants and agreements, the parties hereto agree as follows:

1. Railroad hereby leases unto Industry, effective as of the _____ day of _____, _____ a total of _____ feet of Railroad's track, and the land immediately underlying said portion of track, solely for the temporary storage of cars containing _____, a non hazardous commodity, which cars are owned, leased or controlled by Industry.
2. Industry hereby agrees that, during the term and continuance of this lease, it will pay to Railroad an annual rental of _____ Dollars (\$____) , beginning as of the effective date hereof, said rental to be paid annually in advance to Railroad. The annual rental herein specified may be changed to any subsequently adopted uniform rental rate of Railroad upon sixty (60) days' advance written notice to Industry.
3. Industry agrees to observe all reasonable rules and regulations as may be prescribed by Railroad with reference to the safe and efficient handling and storage of the aforesaid cars and contents on said portion of track, and it is further understood that Railroad shall have free access to the portion of track for the purpose of maintaining the same.
4. Industry hereby assumes all risk incident to the storage of said cars and contents on or about said portion of track, including damage to or

destruction of the same by fire, trespass or other cause, unless otherwise provided in this lease. Industry agrees to indemnify and save harmless Railroad, its officers, agents and employees from and against any all liability, losses, damages, suits, claims, expenses and judgments resulting or arising from damage to or destruction of any property (including the cars and their contents) and/or from any personal injury (including death) to whomsoever or whatsoever occurring, arising in any manner out of or as a result of the presence of said cars and contents upon or about the said portion of track, unless such liability, losses, damages, suits and judgments result from the active negligence of Railroad. In the event that such liability, losses, damages, suits, claims, expenses or judgments arise from or are caused by the joint and concurring negligence of the Railroad and Industry, it shall be borne by them equally.

5. Industry assumes all responsibility for any environmental obligations imposed pursuant to applicable laws, regulations or ordinances related to the condition or the contents of its cars while they are present on said portion of track. Industry agrees to indemnify and save harmless the Railroad, its officers, agents and employees from and against any and all liability, fines, penalties, claims, demands, costs (including attorney's fees), losses or lawsuits for environmental damage or cleanup which is related to or results from the condition of or presence of the cars and/or their contents on or about said portion of track, unless such liability, fines, penalties, claims, demands, costs (including attorney's fees), losses or lawsuits result solely from the negligence of the Railroad.
6. This lease may be terminated at any time by either party giving to the other party thirty (30) days' advance written notice of its intention so to do, but such termination will not relieve either party from obligations or liabilities incurred prior thereto.
7. Service to Industry shall be subject to the service needs of other industries or businesses which may be using said track now or in the future, and Railroad is hereby authorized to operate over the track herein leased in order to serve others.
8. This lease shall be binding upon the parties hereto, their successors and assigns, but Industry shall not assign its rights hereunder without first securing the written consent of the Railroad.
9. As a part of the consideration hereof, Industry hereby agrees that each and all of its indemnity commitments in this lease in favor of the Railroad also shall extend to and indemnify the parent, subsidiaries

and affiliated companies of Railroad and their officers, agents and employees.

IN WITNESS WHEREOF, the parties have caused this lease to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

WITNESS:

READING & NORTHERN
RAILROAD COMPANY

WITNESS:
