

Agreement, Contract and Lease FOR INTERCHANGE OF MOTOR VEHICLE EQUIPMENT

(Ex Parte Number MC-43)

This Agreement, made and entered into by and between BOLUS MOTOR LINES, INC.
the owner, hereinafter called the "LESSOR"

and G. BOLUS & CO. the authorized carrier, duly engaged in transportation of property as a common or contract carrier under the provisions of Sections 206, 207, or 209 of Part II of the Interstate Commerce Act, hereinafter called the "LESSEE"

Witnesseth

- The time and date of the beginning of this agreement shall be JULY 10 1981 of (a.m.) (p.m.), strike out a.m. or p.m. designation not applicable
- The date of the end of this agreement shall be _____ of _____ (a.m.) (p.m.) or under the following

circumstances: WHEN EITHER PARTY GIVES 60 DAYS WRITTEN NOTICE TO THE OTHER PARTY

2. LESSOR will lease to LESSEE the following equipment:

A. Straight Truck	MAKE	YEAR	MOTOR NUMBER	SERIAL NUMBER	LICENSE
B. Tractor					
C. Comb. Tractor & Semi-Trailer	TRUCK EQUIPMENT OWNED BY LESSOR				
D. Comb. Straight Truck & Full Trailer					
E. Other					

3. This transfer of equipment under this lease shall take place at SCRANTON, PA. an origin point served by the authorized carrier LESSEE.

4. It is understood that the leased equipment under this agreement is in the exclusive possession, control, and use of the authorized carrier LESSEE and that the LESSEE assumes full responsibility in respect to the equipment it is operating, to the public, the shippers, the INTERSTATE COMMERCE COMMISSION, and the FEDERAL HIGHWAY ADMINISTRATION.

5. The authorized carrier LESSEE states that before taking possession of this motor vehicle that it was inspected by one of its responsible and competent employees and that the said equipment complies with Parts 393 and 396 of the Motor Carrier Safety Regulations (Rev.) pertaining to "Parts and Accessories Necessary for Safe Operation," and "Inspection and Maintenance," and states further that it inspected the vehicle and it complied with Part 397 of the said regulations pertaining to "Safe Transportation of Explosives" before transporting explosives or other dangerous articles. And the LESSEE certifies that the attached "Report of Vehicle Inspection" is signed by its employee or agent making the inspection.

6. The authorized carrier LESSEE agrees to properly and correctly identify the leased equipment in accordance with the I.C.C. requirements in Ex Parte Number MC 41. If identified by a removable device, the LESSEE agrees that it shall be a durable material such as wood, plastic, or metal and bears a serial number in the LESSEE's carrier's own series.

7. The authorized carrier LESSEE agrees to remove any identifying device on the equipment before relinquishing possession of the equipment.

8. The authorized carrier LESSEE agrees that before any person other than a regular employee of the authorized carrier is assigned to drive equipment operated under this lease that it will make certain that such driver is familiar with and that his employment as a driver will not result in violation of any provision of Parts 392, 393, 395 and 396 of the Motor Carrier Safety Regulations (Rev.) pertaining to "Driving of Motor Vehicles," "Parts and Accessories Necessary for Safe Operation," "Hours of Service of Drivers," and "Inspection and Maintenance," and will further require such drivers to furnish a certificate of physical examination in accordance with Part 391 of the Motor Carrier Safety Regulations (Rev.) pertaining to "Qualifications of Drivers" or in lieu thereof a photostatic copy of the original certificate of physical examination, which shall be retained in the authorized carrier LESSEE's files.

9. For and in consideration of the leasing of the equipment (and the services of the driver of said equipment) used, the LESSEE agrees to pay the LESSOR THREE THOUSAND DOLLARS PER MONTH or 000.00 PER MONTH Dollars (\$ _____) PER MONTH or _____ cents per hundred pounds.

10. The equipment shall be used to transport for hire property from VARIOUS POINTS UNDER LESSEE AUTHORITY

11. The LESSEE has advanced \$ _____ (amount) (if no money is advanced, insert the word "NONE" of the payment agreed to in paragraph 10. The receipt of said money is hereby acknowledged by LESSOR.

12. The LESSOR agrees to deliver to the LESSEE the above equipment in good running order and condition, maintain the same in good working condition, furnishing all necessary oil, gasoline, tires, and repairs for the operation of said equipment and to pay all other expenses incident to such operation.

13. The LESSOR shall surrender full control, possession, and management of said equipment to the LESSEE during the term of this lease which shall start at delivery of equipment and end with delivery of cargo at destination and the LESSEE shall pay the driver for his services and shall withhold any withholding or social security tax required by the U.S. Government.

14. In the event of any failure on the part of the LESSOR to keep his equipment in condition as required in paragraph 10 hereof, or to operate his equipment to the satisfaction of the LESSEE, the LESSEE shall be entitled to cancel this lease forthwith.

15. The LESSEE agrees that it will maintain at its principal office a detailed manifest or record covering each trip of non-owned equipment.

16. The LESSEE on accepting delivery of the leased equipment shall fill out and submit to the LESSOR the attached "Receipt for Possession of Motor Vehicle" on a similar attached "Receipt for Possession of Motor Vehicle Equipment" and, likewise, the LESSOR on having the equipment returned shall submit it to the LESSEE.

THE DRIVER IS QUALIFIED TO DRIVE UNDER PART 392 OF THE MOTOR CARRIER SAFETY REGULATIONS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this JULY 10 1981

at SCRANTON, PA.
BY G. BOLUS & CO. Authorized Carrier, Lessee
BY BOLUS MOTOR LINES, INC. Owner, Lessor

SECRETARY TREASURER
SEE OTHER SIDE

RECEIPT FOR POSSESSION OF MOTOR VEHICLE EQUIPMENT

RECEIVED OF _____ AUTHORIZED CARRIER LESSEE THE FOLLOWING EQUIPMENT ON

19 ____ AT _____ (A.) (P.) M.

A. Straight Truck	MAKE	YEAR	MOTOR NUMBER	SERIAL NUMBER	LICENSE
B. Tractor					
C. Comb. Tractor & Semi-Trailer					
D. Comb. Straight Truck & Full Trailer					
E. Other					

LEASE AND INTERCHANGE OF VEHICLES PER ORDER OF INTERSTATE COMMERCE COMMISSION

EFFECTIVE FEBRUARY 22, 1979

Special Terms of This Lease to Comply with Part 1057

It is mutually agreed between the LESSOR and LESSEE that they agree to the following additional provisions of this lease to comply with the above and it is the intention of both parties to do so voluntarily.

- 1. Payment shall be made within 15 days after submission of necessary documents. A list of such documents necessary is attached to this lease and made part hereof.
2. AUTHORIZED CARRIER shall give a copy of rated freight bill by the time of settlement to LESSOR. If revenue is based on a percentage of gross revenue for shipment LESSOR shall have the right to examine copies of carrier's rating. AUTHORIZED CARRIER shall have the right to delete names of shippers and consignee from freight bill.
3. The following items are to be paid for by the AUTHORIZED CARRIER and deducted from the LESSOR'S compensation:

- a.
b. NONE - NET LEASE
c.
d.

- 4. The LESSOR has not been required to purchase or rent any product, equipment or services from the AUTHORIZED CARRIER as a condition of entering into this lease.
5. Attached to this lease and made a part hereof if such agreement exists is any agreement in which the LESSOR is a party to an equipment purchase or rental contract which gives the AUTHORIZED CARRIER the right to make deductions from the LESSOR'S compensation for purchase or rental payments.
6. The AUTHORIZED CARRIER shall maintain insurance coverage for the protection of the public pursuant to ICC regulations under 49 U.S.C. 10927. The LESSOR (LESSEE) shall/shall not furnish ALL APPLICABLE ICC & PUC INSURANCES.
insurance insert type of insurance. There is/is not a charge back of \$ to LESSOR by AUTHORIZED CARRIER for such insurance coverage. Strike out portion that does not apply to this lease.
7. The AUTHORIZED CARRIER will provide the LESSOR with a copy of each policy along with a certificate of insurance if requested. Said certificate shall contain:

- a. Name of insurer VARIOUS COVERAGES AND POLICIES INCLUDE:
b. Policy Number: WORK MENS COMPENSATION, CARGO, LIABILITY WHETHER EQUIPMENT IS
c. Amount of insurance LOADED OR UNLOADED.
d. Type of Coverage NOTE: ALL EQUIPMENT IS UNDER EXCLUSIVE CONTROL OF LESSEE
e. Cost of Each Coverage
f. Deductible Amount

B. If these conditions exist the AUTHORIZED CARRIER shall make the following deductions for cargo or property damage from the LESSOR'S settlement. The AUTHORIZED CARRIER will provide the LESSOR with a written explanation and itemization of such deductions. INSERT SUCH DEDUCTION, IF ANY.

NOT APPLICABLE

Such written explanation and itemization will be delivered and receipted for before any deduction shall be made.

9. IF ESCROW FUNDS ARE REQUIRED, STATE.

- a. Amount of Escrow Funds are \$ to be paid by the LESSOR to the AUTHORIZED CARRIER or to the order of
of
b. Escrow Funds shall be applied to
c. AUTHORIZED CARRIER agrees to provide an accounting for such funds by settlement sheets or by monthly reports. LESSOR shall have the right to have a report at any time.
d. Interest shall be paid on a quarterly basis on escrow funds. For purposes of calculating the balance of the escrow fund on which interest shall be paid, the CARRIER may deduct a sum equal to the average advance made to the individual LESSOR during the period of time for which interest is paid. The interest rate shall be established on the date the interest period begins and shall be at least equal to the average yield of equivalent coupon issue on 91 day, 13 week Treasury Bills as established in the weekly auction by the Department of Treasury.
e. Escrow funds shall be returned within 45 days of date of lease termination. The AUTHORIZED CARRIER shall deduct any amount due for authorized deductions in this lease and shall furnish a statement thereof to LESSOR.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 10 day of JULY 1981 at SCRANTON, PA.

BY G. BOLUS & CO.
Authorized Agent LESSEE
BY
Authorized Agent
TITLE PRESIDENT

BY BOLUS WATER LINES, INC.
Authorized Agent
BY
Authorized Agent
TITLE SECRETARY TREASURER

WITNESSES

The following is/this is not applicable. EXEMPTION STATEMENT FOR TRIPLE LEASING EQUIPMENT USED IN AGRICULTURAL OPERATIONS. AUTHORIZED CARRIER/LESSEE states that prior to leasing this equipment it has received a statement signed by the OWNER/LESSOR or AUTHORIZED REPRESENTATIVE of the OWNER/LESSOR qualifying leased equipment under Agricultural Exemption 49 U.S.C. 10925 (a)(4) (5) I.C.C. Regulations 1057.24

SEE OTHER SIDE

Stamp: AUG 18 1987, Safety Dept., DEPT. OF TRANSPORTATION, PENN. PUBLIC SAFETY