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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of  
The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) April 3, 2007 (March 29, 2007)**

**L.B. Foster Company**

(Exact name of registrant as specified in its charter)

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Pennsylvania

000-10436

25-1324733

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

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415 Holiday Drive, Pittsburgh, Pennsylvania

15220

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code 412-928-3417

None

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01**

On March 29, 2007, the Registrant executed a Purchase and Sale Agreement (the "Agreement"), which is attached hereto and incorporated herein by reference, under which the Registrant agreed to sell approximately 63.1931 acres of real estate located in Harris County, Texas (the "Real Estate") to R.L.R. Investments, LLC, an Ohio limited liability company ("Purchaser"). The purchase price is \$7,569,901.

Purchaser has until on or about May 28, 2007 to determine if the Real Estate is suitable for Purchaser's intended use. If the Purchaser, in its sole judgment, determines that the Real Estate is not suitable, Purchaser may terminate the Agreement without penalty. If all conditions are satisfied, the transaction is anticipated to close in June, 2007.

Upon the closing, Registrant will lease back from Purchaser approximately 20 acres of the Real Estate for a 10 year term at a monthly rental rate of \$1,000 per acre. The lease is a "net" lease with Registrant being responsible for taxes, maintenance, insurance and utilities. It is anticipated that Registrant will use the leased property for its threaded product operations.

Item 9.01 Exhibits

10.25 Purchase and Sale Agreement dated March 29, 2007 between Registrant, as Seller, and R.L.R. Investments, LLC, as Purchaser, related to sale of real estate in Harris County, Texas.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**L.B. FOSTER COMPANY**  
(Registrant)

Date: April 3, 2007

/s/ David J. Russo  
David J. Russo  
Senior Vice President  
Chief Financial Officer and Treasurer

Exhibit Index

<u>Exhibit Number</u>	<u>Description</u>
10.25	Purchase and Sale Agreement dated March 29, 2007 between Registrant, as Seller, and R.L.R. Investments, LLC, as Purchaser, related to sale of real estate in Harris County, Texas.

PURCHASE AND SALE AGREEMENT

BETWEEN

L.B. FOSTER COMPANY, A PENNSYLVANIA CORPORATION (AS "SELLER")

AND

R.L.R. INVESTMENTS, L.L.C., AN OHIO LIMITED LIABILITY COMPANY (AS "PURCHASER")

RELATING TO

63.1931 ACRES IN HARRIS COUNTY, TEXAS

March 29, 2007

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## TABLE OF CONTENTS

1.	<a href="#"><u>Sale and Purchase; Purchase Price</u></a>	1
2.	<a href="#"><u>Title Report and Survey</u></a>	2
3.	<a href="#"><u>Earnest Money</u></a>	3
4.	<a href="#"><u>Review Period</u></a>	4
5.	<a href="#"><u>Closing</u></a>	5
6.	<a href="#"><u>Commissions</u></a>	7
7.	<a href="#"><u>Remedies</u></a>	7
8.	<a href="#"><u>Taking Prior to Closing</u></a>	9
9.	<a href="#"><u>Representations and Warranties of Seller</u></a>	9
10.	<a href="#"><u>Representations and Warranties of Purchaser</u></a>	10
11.	<a href="#"><u>Mutual Indemnity</u></a>	10
12.	<a href="#"><u>Notices</u></a>	11
13.	<a href="#"><u>Assigns</u></a>	12
14.	<a href="#"><u>Tax-Free Exchange</u></a>	12
15.	<a href="#"><u>Entire Agreement</u></a>	12
16.	<a href="#"><u>Time</u></a>	12
17.	<a href="#"><u>Back-up Offers</u></a>	12
18.	<a href="#"><u>Abstract or Title Policy</u></a>	13
19.	<a href="#"><u>Governing Law</u></a>	13
20.	<a href="#"><u>Counterparts; Fax Notices</u></a>	13
21.	<a href="#"><u>Special Conditions</u></a>	13
22.	<a href="#"><u>Expiration of Offer; Effective Date</u></a>	14

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is entered into as of the 29<sup>th</sup> day of March, 2007, between **L.B. FOSTER COMPANY**, a Pennsylvania corporation (the “Seller”) and **R.L.R. INVESTMENTS, L.L.C.**, an Ohio limited liability company (the “Purchaser”).

**WITNESSETH:**

In consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

**1. Sale and Purchase; Purchase Price.**

(a) Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, good, indefeasible and insurable title in fee simple to that certain tract or parcel of land in Harris County, Texas, consisting of 63.1931 acres, more or less, more particularly described on Exhibit A attached hereto and by reference incorporated herein (the “Land”), together with any and all (if any) improvements thereon, mineral rights, water rights and all other rights and interests appurtenant thereto, including all of Seller’s right, title, and interest in and to adjacent streets, alleys, easements, rights-of-way and any adjacent strips or gores of real estate adjacent to and related to the Land only and Seller reserves all such rights and interests relating to other property owned by Seller (but expressly excluding reserved wastewater capacity relating to the Land, which is addressed in Section 21 below) (collectively, the “Property”). The Property will exclude, unless otherwise expressly provided in this Agreement, all of Seller’s (i) personal property including equipment, inventory and other goods located on the Property and fixtures located on the Leased Premises (as hereafter defined) (collectively the “Seller’s Personal Property”) and (ii) the Wastewater Capacity Reservation (as hereafter defined), except as otherwise expressly provided in Section 21 below.

(b) The Property will be conveyed, assigned, and transferred to Purchaser at the Closing (hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever except for the Permitted Exceptions as defined in Section 2(b) below.

(c) The price (“Purchase Price”) for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller, is Seven Million Five Hundred Sixty-Nine Thousand Nine Hundred One and 00/100 Dollars (\$7,569,901.00), subject to adjustments as provided such sum will be adjusted as provided in Section 5(c) below.

## Table of Contents

(d) At the Closing, the Purchase Price will be paid by wire transfer of immediately available funds.

### **2. Title Report and Survey.**

(a) Within fifteen (15) days after the Effective Date (defined below), Seller, at its sole cost and expense, will deliver or cause to be delivered to Purchaser the following:

(1) Commitment for Title Insurance (the "Title Commitment") from LandAmerica Charter Title Company, 717 Texas Avenue, Houston, Texas 77002, Attention: Garry Carr (the "Title Company"), setting forth the status of title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other similar matters affecting the Property or Seller's title thereto; and

(2) Copies of all documents referred to in the Title Commitment that are available to the Title Company, including but not limited to deeds, lien instruments, plats, encumbrances, reservations, restrictions and easements.

(b) Seller has made available to Purchaser Seller's most recent survey of the Property or portion thereof. Purchaser agrees that it will be responsible, at its cost and expense, for ordering and securing a new survey or update of any existing survey and a certified metes and bounds description of the Property (the "Survey"). Such Survey must be reasonably acceptable to Seller and the Title Company and must be delivered to such parties not later than thirty (30) days after the Effective Date. For purposes of the property description to be included in the Deed (as defined below) to be delivered pursuant to Section 5(b)(2)(a) hereof, the field notes and certified metes and bounds description of the Property prepared by the surveyor will control any conflicts or inconsistencies with the description of the Property in Section 1(a) hereof, and such field notes and description will be incorporated in this Agreement upon their completion and approval by Seller. Seller agrees that it will reimburse Purchaser upon the Closing for Purchaser's cost of the Survey up to a maximum of \$3,000.00.

(c) Purchaser will have until fifteen (15) days from Purchaser's receipt of the Title Commitment (accompanied by legible copies of the instruments listed as title exceptions that are available to the Title Company) within which to object in writing to any items affecting title to the Property which are disclosed by such items (the "Encumbrances"). If Purchaser makes any such objections, then Seller will have a period of ten (10) days thereafter within which to cure all Encumbrances objected to by Purchaser (other than objections pertaining to monetary liens which may be released at Closing as provided below) to the satisfaction of Purchaser (Purchaser will be deemed satisfied if the Title Commitment is modified and eliminates such objectionable items) and the Title Company. It is agreed that, as to any title objections made by Purchaser, Seller will have no obligation to cure such title objections. If any revised Title Commitment or the Survey, or any amendment to the Title Commitment or the Survey, discloses any leases, liens, easements, reservations, restrictions, or other exceptions or encumbrances to Seller's title or the Property in addition to those items previously included on the Title Commitment and approved by Purchaser, those additional items will be deemed to be Encumbrances with respect to which Seller will have ten (10) days to cure (as provided above) after receipt of notice thereof from Purchaser. Seller agrees

## Table of Contents

to give Purchaser written notice of its efforts, if any, to cure all Encumbrances and the results thereof and will cause to be delivered at or prior to the end of Seller's 10-day cure period an amended Title Commitment and Survey reflecting the cure of such matters. Any matters shown on the Title Commitment or the Survey and not objected to by Purchaser will not constitute Encumbrances, but will be deemed "Permitted Exceptions" for the purposes of this Agreement. This subparagraph is subject to the provisions of Section 21(c) below

(d) If all Encumbrances objected to by Purchaser are not cured by Seller within said 10-day period, then Seller will so notify Purchaser in writing, and Purchaser will have the right to either:

(1) waive any remaining title objections, which will become Permitted Exceptions, and proceed to close the transaction covered hereby in accordance with the other terms and provisions hereof (subject to Purchaser's right to obtain releases of any monetary liens covering the Property as aforesaid), without reduction of the Purchase Price; or

(2) terminate this Agreement, in which event Purchaser will be entitled to a return of the Earnest Money and both parties will be released from any further obligations hereunder, except as otherwise provided herein.

If Purchaser fails to expressly elect either of the above options within five (5) days following delivery to Purchaser of the amended Title Commitment, Purchaser will be deemed to have elected to purchase the Property subject to the Encumbrances not removed or cured, which will become Permitted Exceptions.

### **3. Earnest Money.**

(a) The sum of Twenty-Five Thousand Dollars (\$25,000) in cash will be deposited with the Title Company as Earnest Money (herein so called, which term will include all interest earned thereon and any additional deposits of earnest money provided for herein) within one (1) business day after the date Purchaser is notified by the Title Company that Seller has executed this Agreement and delivered an executed original to the Title Company, to be held by the Title Company in an insured interest-bearing account at a financial institution reasonably acceptable to Purchaser.

(b) Unless Purchaser has terminated this Agreement on or before the end of the Review Period in accordance with the provisions of Section 4(c), within one (1) business day after the expiration of the Review Period, Purchaser will deposit with the Title Company the additional amount of Fifty Thousand Dollars (\$50,000) by a certified check or wire transfer of immediately available funds as a additional deposit of Earnest Money.

(c) All Earnest Money will be held by the Title Company in escrow and be paid or applied in accordance with the terms of this Agreement. At Closing, the Earnest Money will be disbursed by the Title Company to Seller as part of the Purchase Price.

## Table of Contents

(d) Failure of Purchaser to deposit any installment of Earnest Money by the date or dates specified herein will be a default by the Purchaser under this Agreement and will entitle the Seller to terminate this Agreement, and neither Seller nor Purchaser will have any further rights or obligations under this Agreement except as provided herein.

### **4. Review Period.**

(a) Purchaser will have a period of Sixty (60) days commencing on the Effective Date (the "Review Period") in which to review, test, inspect and investigate the Property to determine whether the Property is suitable for Purchaser's intended use.

(b) During the Review Period, and at all reasonable times prior to the earlier to occur of Closing or the termination of this Agreement, Purchaser, its employees, agents and contractors will have the right to enter onto the Property to conduct soil tests, environmental reviews and audits, market and feasibility studies, and other tests, inspections and investigations that Purchaser deems appropriate and Seller agrees to cooperate with all reasonable requests of Purchaser for assistance in connection therewith; provided, however, that Seller will have no obligation to incur any cost or expense in connection therewith. All such persons entering the Property on behalf of Purchaser must comply with all of Seller's safety procedures and requirements. Purchaser will give at least two business days' written notice to Seller prior to each such entry by or on behalf of Purchaser onto the Property if such entry involves any invasive tests or investigations of the Property such as core sampling or environmental testing and one business day's notice prior to all such other entries. Purchaser agrees that it will repair any damage that it, its employees, independent contractors or agents cause to the Property so as to restore the Property to the condition that it was in prior to conducting any such tests. Purchaser hereby indemnifies and holds Seller harmless from any and all liability for property damage and personal injuries arising out of the activities of Purchaser or its contractors, agents, or employees in the conduct of any such inspections, investigations and tests and, at Seller's request, must provide evidence of liability insurance naming Seller as additional insured or other evidence reasonably acceptable to Seller that Purchaser has sufficient insurance and/or net worth in order to support such indemnification. The obligations of Purchaser contained in this Section 4(b) will survive Closing or termination of this Agreement.

(c) If Purchaser, in its sole judgment, determines that it does not wish to purchase the Property, then Purchaser will give Seller written notice thereof prior to the expiration of the Review Period, which notice will expressly state that Purchaser elects to terminate this Agreement pursuant to the provisions of this Section 4. If this notice is given, then neither Seller nor Purchaser will have any further obligations or rights under this Agreement except as provided herein and Purchaser will be entitled to a refund of the Earnest Money (less \$100.00 which is independent consideration for Purchaser's opportunity to review the Property and which in all events will be payable to Seller). In the event that Purchaser does not give Seller the notice required herein prior to the expiration of the Review Period, then (i) this Agreement will continue in full force and effect for all purposes; (ii) Purchaser's right to terminate this Agreement except as otherwise specifically provided herein will be deemed to have expired; and (iii) the

## Table of Contents

entirety of the Earnest Money will be fully at risk, subject only to Seller Default (as defined below under Section 7(c) of this Agreement).

(d) In addition to the foregoing, Purchaser agrees that, in the event this Agreement is terminated in accordance with the provisions of this Section 4, or if the Closing does not occur for any reason other than a Seller Default, Purchaser will provide Seller with copies of the results of any and all such inspections, investigations and tests (including soils reports, environmental assessments, engineers' reports, boundary and topographical surveys and other similar studies) conducted or prepared by or on behalf of Purchaser prior to termination. The parties intend that Purchaser's obligation to share with Seller the results of any of the inspections, investigations and tests, and the monetary compensation described in Section 4(c) is sufficient consideration for the opportunity to review the Property as described in this Section 4. Purchaser makes no representation or warranty with regard to the accuracy or completeness of such matters. The obligations of Purchaser under this Section 4(d) hereof will survive the Closing or termination of this Agreement.

(e) Seller has previously provided Purchaser with copies of the Diligence Documents (herein so called) described on Exhibit B. Seller has provided such Diligence Documents as a convenience to Purchaser and not as an inducement to Purchaser to proceed with the purchase of the Property and neither Seller nor the authors or companies issuing any Diligence Document will have no liability or responsibility to Purchaser relating to the facts, opinions, errors, accuracy, omissions or recommendations, if any, made in such Diligence Documents. Purchaser will be responsible for verification or further study relating to any facts, opinions or recommendations contained therein.

### **5. Closing.**

(a) The closing ("Closing") of the sale of the Property by Seller to Purchaser will occur at 10 a.m., Houston time, at the offices of the Title Company on the fifth (5th) calendar day after the expiration of the Review Period or the first business day thereafter if such date falls on a Saturday, Sunday or federal holiday (the "Closing Date").

(b) At the Closing, the following (each of which are mutually concurrent conditions) will occur:

(1) Purchaser will deliver to Seller the following:

(a) the Purchase Price as described in Section 1(c) hereof, adjusted as provided for in Section 5(c) below, by wire transfer of immediately available funds;

(b) a fully executed counterpart of the Lease (as defined below); and

(c) such other documents, certificates, instruments or agreements as are reasonably required by the Seller, Purchaser or the Title

## Table of Contents

Company or are customary for the closing of real estate transactions in Harris County, Texas.

(2) Seller, at its sole cost and expense, will deliver or cause to be delivered to Purchaser the following:

(a) a Special Warranty Deed (“Deed”), fully executed and acknowledged by Seller, in recordable form and legally sufficient to convey the Property as described herein, conveying the Property to Purchaser, subject only to the Permitted Exceptions;

(b) a fully executed counterpart of the Lease;

(c) a certificate in a form acceptable the Title Company stating that Seller is a United States taxpayer and is not a foreign estate or trust or any other foreign entity or person in accordance with applicable law and the regulations of the Internal Revenue Code of 1986, as amended;

(d) evidence reasonably satisfactory to the Title Company that Seller and the persons acting on behalf of Seller are fully authorized and have the capacity to consummate the transaction contemplated by this Agreement, which evidence will include (but not necessarily be limited to) copies of the resolutions of the board of directors of Seller authorizing the performance by Seller of this Agreement and the execution and delivery of the documents required hereby, certified as true, correct and complete by the secretary of Seller, together with an incumbency certificate for each person executing documents on behalf of Seller with original specimen signatures for such persons;

(e) an Owner Policy of Title Insurance (the “Owner Policy”) in the amount of the Purchase Price issued by the Title Company insuring that Purchaser is the owner of the Property subject only to any Permitted Exceptions and the standard printed exceptions included in a Texas standard form Owner Policy of Title Insurance. Purchaser will be responsible for the increase in premium attributable to the deletion or modification of the “area and boundaries” exception in the Owner Policy, if Purchaser elects to have the Owner Policy issued without such exception, and for the cost of any endorsements to the Owner Policy;

(f) any bills paid affidavit reasonably requested by the Title Company; and

(g) such other documents, certificates, instruments or agreements as are reasonably required by the Seller, Purchaser or the Title Company or are customary for the closing of real estate transactions in Harris County, Texas.

## Table of Contents

(c) All ad valorem taxes and payments due in lieu thereof will be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of the same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations will be made on the basis of charges and taxes assessed for the prior calendar year, and thereafter, when actual figures for the year of Closing are received, a cash settlement will be made between Seller and Purchaser.

(d) Each party hereto will execute all such further instruments and documents reasonably necessary to consummate this transaction and all such documents as are reasonably required by the Title Company with regard to this transaction.

(e) Seller agrees to pay the legal fees of the attorneys representing Seller in the transaction covered by this Agreement, and Purchaser agrees to pay the legal fees of the attorneys representing Purchaser in the transaction covered by this Agreement. Any escrow fees charged by the Title Company will be divided equally between Seller and Purchaser, and any costs or fees not specifically covered by this Agreement will be borne in the same manner as is customary in Harris County, Texas, in connection with the sale of real estate of the type covered by this Agreement. In the event either party hereto institutes legal action against the other party under or with respect to this Agreement (including suit for the recovery of the Earnest Money), the party who prevails in such action will be entitled to recover from the other party all court costs and reasonable attorneys' fees incurred in connection therewith.

(f) Upon completion of Closing, Seller will deliver to Purchaser possession of the Property, free and clear of all tenancies of every kind and parties in possession, except as to rights under the Permitted Exceptions.

6. **Commissions.** Seller acknowledges that it has agreed to pay a brokerage commission to Michael Hill Properties ("**Broker**") pursuant to a separate written brokerage agreement with Broker. If Purchaser is using its own agent or broker, Purchaser will be solely responsible for paying any commission due to such agent or broker unless Broker has expressly agreed in writing to share its commission with such agent or broker. The commission due from Seller will be payable only in the event of the actual consummation of the purchase and sale of the Property as provided herein. Seller hereby agrees to defend, indemnify, and hold harmless Purchaser, and Purchaser hereby agrees to defend, indemnify, and hold harmless Seller, from and against any claim by third parties for any brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom, and alleged to be due by authorization of the indemnifying party. The provisions of this Section 6 will survive the Closing.

### **7. Remedies.**

(a) Purchaser will be in default of its obligations hereunder if (i) Purchaser refuses to consummate the purchase of the Property pursuant to this Agreement for any reason, other than (y) Purchaser's termination of this Agreement pursuant to a right expressly granted herein to Purchaser to do so, or (z) by reason of a Seller Default, or (ii)

## Table of Contents

Purchaser fails to make a deposit of the Earnest Money or any additional deposits of Earnest Money within the time periods set forth herein (“Purchaser Default”). Upon the occurrence of a Purchaser Default, Seller will have as its sole and exclusive remedy the right to terminate this Agreement, by giving Purchaser written notice thereof, whereupon Seller will be entitled to receive the Earnest Money then on deposit (or, in the event of the failure of the Purchaser to make a required deposit of Earnest Money, the Earnest Money that should then be on deposit pursuant to the terms of this Agreement) as liquidated damages (and not as a penalty) for the breach of this Agreement by Purchaser (in which event both parties will be released from any further obligations hereunder, except as otherwise expressly provided herein). In this regard, it is stipulated that the actual amount of any such damages would be difficult if not impossible to determine because of the uncertainties of the real estate market and fluctuating property values and differences of opinion with reference to such matters and that such Earnest Money is a reasonable estimate by the parties hereto of the damages which Seller will incur in the event of a default hereunder by Purchaser should Seller elect to terminate this Agreement as provided above. Nothing in this paragraph is intended to limit Seller’s rights to indemnification under the express terms of this Agreement.

(b) If Purchaser terminates this Agreement pursuant to a right granted to Purchaser hereunder to do so, then neither party hereto will have any further rights, duties, or obligations hereunder, except as otherwise provided herein, and the Earnest Money will be returned to Purchaser, free of any claims by Seller with respect thereto, unless this Agreement provides that the Earnest Money is to be delivered to Seller.

(c) If Seller fails or is unable to perform any of its obligations or agreements hereunder either prior to or at Closing, or if any of Seller’s representations or warranties made hereunder are false or misleading in any respect, Purchaser will be entitled to declare a default by Seller under this Agreement but only after giving Seller written notice specifying the nature of the alleged default, whereupon Seller will have ten (10) days from receipt of such notice to cure such default. If Seller fails to cure such default within the 10-day period, then a “Seller Default” under this Agreement will be deemed to have occurred. Upon the occurrence of a Seller Default, Purchaser, as its sole and exclusive remedy, may either (i) terminate this Agreement, in which event the Earnest Money (less the independent consideration) will be returned to Purchaser and both parties will be released from any further obligations hereunder except as otherwise expressly provided herein, or (ii) enforce specific performance hereof. In order to enforce specific performance hereof, Purchaser, as conditions precedent to the pursuit of any such action for specific performance, (x) must file suit not later than ninety (90) days following the scheduled Closing Date, and (y) must leave the Earnest Money then on deposit with the Title Company for the duration of the action.

(d) In the event either party hereto becomes entitled to receive the Earnest Money as provided in this Agreement, Seller and Purchaser covenant and agree to promptly execute and deliver, upon request, such releases, instructions or other documents as may be required by the Title Company to allow payment of the Earnest Money to the party entitled thereto.

**8. Taking Prior to Closing.**

(a) If, prior to Closing, any proceeding should be commenced for the taking in condemnation or under the power of eminent domain or any threat thereof is made by a condemning authority, or offer made in lieu of condemnation or eminent domain of any portion of the Property is made (a "Condemnation Proceeding"), Seller will promptly give Purchaser written notice of and full information concerning such Condemnation Proceeding to Purchaser and will thereafter keep Purchaser fully informed concerning such matters. For a period of ten (10) business days following written notice from Seller to Purchaser of such Condemnation Proceeding, Purchaser will have the option to terminate this Agreement or to proceed with the Closing by delivering notice of such election in writing to Seller. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder will cease (except as otherwise provided herein) and the Earnest Money (other than the independent consideration) will be promptly refunded to Purchaser. If Purchaser fails to make either election within such ten-day period, Purchaser will be deemed to have elected to proceed to Closing.

(b) If the Property is purchased by Purchaser while a Condemnation Proceeding is pending and Purchaser has not elected to terminate this Agreement pursuant hereto, then Purchaser will be substituted for Seller as a defendant in such Condemnation Proceeding. In the event a Condemnation Proceeding is concluded while Seller is still the owner of the Property and Seller receives the condemnation award or payment in lieu thereof, then the Purchase Price will be reduced by the amount of such condemnation award or payment in lieu thereof, and the description of the Property will be appropriately modified to reflect the taking in condemnation. If Seller has not received the condemnation award or payment in lieu thereof at the time of Closing, then the Purchase Price will remain unchanged, and Seller will assign to Purchaser all of the right, title and interest of Seller in and to such condemnation award or payment in lieu thereof. Unless Purchaser terminates this Agreement, Seller will not settle or compromise any award nor make a conveyance in lieu of condemnation without Purchaser's prior written consent.

(c) Seller agrees that Purchaser will have the right, at its expense, to participate and assist Seller in any Condemnation Proceeding.

**9. Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that Seller has the full right and capacity to enter into this Agreement and to sell the Property in accordance with the terms of this Agreement without the consent or approval of any other person, entity or court. In consideration of the foregoing, the parties agree as follows:

(a) Except as expressly set forth in this Section 9, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, statutorily or otherwise, oral or written, past, present or future, of, as to, concerning or with respect to: (i) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (ii) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon;

## Table of Contents

(iii) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (iv) the habitability, merchantability or fitness for a particular purpose of the Property; (v) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as a habitat for any of those species; or (vi) any other matter with respect to the Property. Without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous or toxic waste, material or substance on, under or about the Property or the compliance or non-compliance of the Property with any and all federal, state or local environmental laws, ordinances, regulations, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous or toxic waste, material or substance.

(b) The occurrence of the Closing will constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, statutory, express or implied (except for the special warranties of title set forth in the Deed, and the limited representation and warranty contained in Section 90 of this Agreement), and otherwise in an "AS IS, WHERE IS, AND WITH ALL FAULTS" condition and Purchasing is electing to purchase the Property based solely on Purchaser's own evaluation and inspection thereof. The acknowledgment of Purchaser in this Section 9 will survive the Closing and will not be merged therein, and will be contained in the Deed.

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller that:

(a) Purchaser has the full right and capacity to enter into this Agreement and to purchase the Property in accordance with the terms of this Agreement without the consent or approval of any other person, entity or court; and

(b) Purchaser will retain consultants knowledgeable in the acquisition and ownership of property similar to the Property and will rely upon such consultants and its own inspections, tests, evaluations and investigations and not upon Seller or the Diligence Documents in determining whether to acquire the Property.

11. **Mutual Indemnity.** It is the intention of the parties that all aspects of risk of loss and responsibility for the condition of the Property will be borne fully by the Purchaser and that Purchaser will be assuming all liability relating to the Property from and after the Closing. Notwithstanding the foregoing, the parties agree as follows:

(a) Seller hereby indemnifies and holds Purchaser harmless from and against, and will reimburse Purchaser with respect to, any and all loss, damage, liability, cost or expense, including reasonable attorneys' fees, suffered or incurred by Purchaser by reason of or with respect to a Seller's Default based upon the breach of the representation or warranty of Seller set forth in Section 9 hereof.



## Table of Contents

If to Purchaser, to: R.L.R. Investments, L.L.C.  
600 Gillam Road  
Wilmington, OH 45177-0271  
Attention: Corporate Legal Department  
Telephone No.: (937) 382-1494  
Fax No.: (937) 383-2336

Either party may designate from time to time, upon ten (10) days' advance written notice to the other, a different address with respect to notices to be furnished such party.

13. **Assigns.** This Agreement will inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the foregoing, Purchaser's interest in this Agreement will not be assigned to any person or entity without the express written consent of Seller and any such assignment made or attempted to be made without Seller's written consent will be a Purchaser Default. If Purchaser's interest in this Agreement is assigned, with or without Seller's written consent, Purchaser will nonetheless remain liable for payment of all sums and performance of all obligations of the Purchaser hereunder. In addition, if Purchaser (or its permitted assigns under the terms of this Agreement), between the Effective Date and one hundred twenty (120) days following the Closing, sells or enters into one or more binding contracts to sell the Property or any portion or portions thereof in the aggregate in excess of five (5) acres to any third-party or parties not affiliated with Purchaser, Purchaser and Seller agree that any net proceeds of such sale (after deducting from the gross sales price the reasonable costs of sale) in excess of the Purchase Price set forth herein (or proportional portion thereof in the event of sales of portions of the Property) will be shared equally between Seller and Purchaser. Seller reserves the right to convey the Property and to assign its interest in this Agreement to any person or entity controlled by or under common control with Seller, subject to the rights of the Purchaser under this Agreement. The provisions of this Section 13 will survive the Closing.

14. **Tax-Free Exchange.** Each party reserves the right to elect to treat this transaction as part of an exchange described in Section 1031 of the Internal Revenue Code of 1986, as amended. Should either Purchaser or Seller so elect, the other agrees that it will reasonably cooperate in any such effort; provided, however, that in no event will (a) the non-requesting party be obligated to incur any additional expense in connection therewith and (b) the time periods and other terms set forth in this Agreement be altered thereby.

15. **Entire Agreement.** This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification hereof or subsequent agreement relative to the subject matter hereof will be binding on either party unless reduced to writing and signed by both parties; provided, however, the joinder of any broker referred to in Section 6 hereof to any amendment or modification will not be required.

16. **Time.** Time is of the essence with respect to this Agreement and all obligations of the parties hereunder.

17. **Back-up Offers.** Seller reserves the right, prior to the Closing Date, to solicit, consider, negotiate and accept one or more offers by third parties to purchase the Property from

## Table of Contents

Seller (and to enter into purchase contracts with such third parties to that end); provided, however, that the rights of any such third parties to purchase the Property will not be effective until after the termination of this Agreement in accordance with its terms.

18. **Abstract or Title Policy.** Purchaser acknowledges, at the time of execution of this Agreement, that it has been advised by the brokers handling this transaction and by this Section that Purchaser should have any abstract of title covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

19. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Texas.

20. **Counterparts; Fax Notices.** This Agreement may be executed in any number of counterparts, each of which will constitute an original but all of which, taken together, will constitute but one and the same instrument. Notices and documents, including this Agreement, delivered by fax or other form of electronic transmission will be sufficient for purposes of binding the sending party.

### 21. **Special Conditions.**

(a) **Lease.** Seller and Purchaser agree that Seller will be entitled to lease back from Purchaser a portion of the Land consisting of approximately 15 to 20 acres to be located generally in the northwest portion of the Land (the "Leased Premises") pursuant to a Commercial Lease Agreement (the "Lease"). The form of the Lease will be substantially in accordance with the terms of the Commercial Lease Agreement attached hereto as Exhibit C. The Lease will be deemed to be a Permitted Exception, and Purchaser will not be entitled to object thereto pursuant to the terms of Section 2 hereof.

(b) **Wastewater Capacity Reservation.** Seller is the owner of approximately 504,440 gallons per day of unused reserved wastewater capacity as evidenced documents included among the Diligence Documents (the "Wastewater Capacity Reservation"). Purchaser is electing to purchase 85,000 gallons per day of such Wastewater Capacity Reservation for a total price of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), which is separate and apart from the Purchase Price for the Property described in Section 2 hereof. At the Closing, Purchaser will pay the price attributable to the purchased capacity by wire transfer of readily available funds and Seller will execute all such documents as are reasonably necessary to evidence the transfer of such capacity to Purchaser.

(c) **Title and Survey.** Among the Diligence Documents are the copies of (i) the Release and Settlement Agreement, dated as of July 5, 1984, filed for record under Harris County Clerk's File No. J592773, (ii) two surveys and a survey report relating to the surveys set forth in items 1 through 3 on Exhibit B, (iii) two title commitments set forth in items 4 and 5 on Exhibit B and (iv) the underground storm water drainage system shown in item 18 on Exhibit B and any other underground storm water drainage pipes or equipment existing on the Property (collectively, the "Title Related Diligence")

## Table of Contents

Documents”). All matters reflected on the Title Related Diligence Documents that affect the Property will be deemed to be Permitted Exceptions, and Purchaser will not be entitled to object thereto pursuant to the terms of Section 2 hereof.

(d) **Impact Fees.** Purchaser will be responsible for any impact fees, capacity fees, connection or tap fees and other charges related to the development of the Property.

(e) **Platting.** Purchaser acknowledges that the City of Houston may require a development plat or a subdivision plat under applicable City of Houston ordinances to develop the Property and that Purchaser will be responsible for submitting and securing approval of any such plat and for any other governmental permits required for the use or development of the Property by the Purchaser. Seller agrees that it will reasonably cooperate with Purchaser in complying with the provisions of this Section 21(e) provided that Seller will not be responsible for incurring any costs in connection therewith.

(f) **Relocation of Seller's Personal Property.** The parties acknowledge that by the time of the Closing, Seller may not have completed the relocation of Seller's Personal Property from portions of the Property to the Leased Premises. In connection therewith, Seller shall have sixty (60) days to remove any remaining Seller's Personal Property from portions of the Property not included within the Leased Premises. The provisions of this Section 21(f) will survive the Closing.

22. **Expiration of Offer; Effective Date.** The submission of this Agreement for examination is not intended to be, nor will it constitute, an offer to sell the Property, or a reservation of, or option or proposal of any kind for the purchase of the Property. In no event will any draft of this Agreement create an obligation or liability, it being understood that this Agreement will be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto to the Title Company. In the event said executed counterparts of this Agreement are not delivered to the Title Company on or before 5 p.m. on March 30, 2007, this Agreement will be void and have no further force or effect. For purposes of this Agreement, the term "Effective Date" means March 30, 2007. All references herein to a specific number of days will refer to calendar days unless expressly stated otherwise, and if the last day for performance falls on a Saturday, Sunday or state or federal holiday, such period will be extended to the next business day thereafter. The term "business day" will exclude Saturdays, Sundays, state and federal holidays and the Friday after Thanksgiving.

[signature page follows]

[Table of Contents](#)

EXECUTED to be effective as of the Effective Date.

**SELLER:**

**L.B. Foster Company**, a Pennsylvania corporation

By: /s/ Stan L. Hasselbusch  
Stan L. Hasselbusch, President & CEO

Date: March 29, 2007

**PURCHASER:**

**R.L.R. INVESTMENTS, L.L.C.**,  
an Ohio limited liability company

By: /s/ Donald R. DeLuca  
Donald R. DeLuca, Vice President & General Counsel

Date: March 29, 2007

Attachments:

**Exhibit A** – Land

**Exhibit B** – List of Diligence Documents

**Exhibit C** – Form of Lease

**Exhibit A**

**Land**

Exhibit A – Page 1

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**Exhibit B**

**List of Diligence Documents**

1. Land Title Survey of L. B. Foster Industrial Park Section Two, GF No: 01070113 prepared by Thompson Professional Group, Inc., dated June, 2001.
2. Plat Showing a Land Title Survey of 45.2510 Acres of Land prepared by Thomas Land Surveying, dated September 28, 2006 and marked L.B. Foster Company 12-16-2006.
3. Survey Report prepared by Thomas Land Surveying, dated September 25, 2006.
4. Commitment for Title Insurance, GF No: 01070113, dated July 24, 2001, prepared by the Title Company.
5. Commitment for Title Insurance, GF No: 1033001509, dated July 30 2006, prepared by the Title Company as to a portion of the Property.
6. Release and Settlement Agreement, dated as of July 5, 1984, filed for record under Harris County Clerk's File No. J592773 (the "Southern Boundary Settlement Agreement").
7. Phase I Environmental Site Assessment prepared by T-2 Environmental, dated October 6, 2006.
8. Report of Phase Two Testing prepared by Phase One Technologies, L.L.C., dated September 28, 2006.
9. Laboratory Analysis Report prepared by A & B Environmental Services, Inc., dated September 18, 2006.
10. Laboratory Analysis Report prepared by A & B Environmental Services, Inc., dated September 25, 2006.
11. Phase I Environmental Site Assessment prepared by T-2 Environmental, dated March 15, 2007.
12. Letter regarding removal of asbestos materials prepared by T-2 Environmental, dated September 15, 2004.
13. Letter from Texas Department of State Health Services dated November 16, 2004.
14. Asbestos Survey prepared by ENSR Corporation, dated March 10, 1998.
15. Asbestos Survey prepared by ENSR Corporation, dated May 20, 1998.

## Table of Contents

16. Close Out Submittal prepared by Hazard Assessment Leaders, Inc., dated May 11, 1998.
17. Close Out Submittal prepared by Hazard Assessment Leaders, Inc., dated September 2, 2004.
18. Documents relating to the Wastewater Capacity Reservation:
  - (a) City of Houston, Department of Public Works and Engineering, Fax dated May 11, 2000.
  - (b) City of Houston, Wastewater Capacity Name Transfer Receipt, No. N 3305, dated April 27, 2000.
  - (c) City of Houston, Wastewater Capacity Name Transfer Receipt, No. N 2565, dated May 15, 1998.
  - (d) L.B. Foster Company letter addressed to Ms. Barbara Grizzle, City of Houston, dated May 12 1998.
  - (e) City of Houston, Wastewater Division, Public Works Department, Capital Recovery Charges Receipt, Receipt No. 3077, dated August 7, 1984.
  - (f) Letter from Walter Williams, P.E., Acting General Manager, Wastewater Division, dated July 10, 1984, addressed to Mr. Ernest Beachley.
19. Proposed Improvements for L.B. Foster Company Plant Site at West Little York Road and Langfield Road, Houston, Harris County, Texas, Sheet 2, 3, 4, 5 and 6 of 6, prepared by H. Platt Thompson Engineering Company, Inc. revised September 29, 1969.

**Exhibit C**

**Form of Lease**

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**COMMERCIAL LEASE AGREEMENT  
(Unimproved Property)**

**THIS LEASE AGREEMENT** (this "Lease"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between **R.L.R. INVESTMENTS, L.L.C.**, an Ohio limited liability company, whose mailing address is 600 Gillam Road, Wilmington, Ohio 45177-0271, Attention: Corporate Legal Department (hereinafter referred to as "Lessor"), and **L. B. FOSTER COMPANY**, a Pennsylvania corporation, whose mailing address is 415 Holiday Drive, Pittsburgh, Pennsylvania 15220 Attention: David L. Voltz (hereinafter referred to as "Lessee").

**BACKGROUND.** Lessor has contemporaneously with execution of this Lease purchased 63.1931-acre tract (the "Property") from Lessee pursuant to a Purchase and Sale Agreement, dated as of March 29, 2007 (the "Purchase Agreement"). Under the terms of the Purchase Agreement, the parties agreed that the Lessee would leaseback from Lessor a portion of the Property consisting of the Premises (as hereafter defined) for a period of ten (10) years on the terms and conditions set forth herein.

**AGREEMENT.** In consideration of the foregoing and the mutual covenants and agreements set forth in this Lease, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I**

**Premises**

Subject to all of the terms, conditions, agreements and covenants hereinafter set forth, Lessor hereby lets, demises and leases to the Lessee that certain tract or parcel of real estate comprised of approximately twenty (20) acres of land, together with all improvements thereon, in Harris County, Texas and described in Exhibit A hereto (hereinafter referred to as the "Premises"). The Premises will include the non-exclusive right of Lessee and its employees, agents, invitees, guests and independent contractors to use existing and future access roads within the Property reasonably necessary for access from the Premises to Langfield Road.

**ARTICLE II**

**Term and Rental**

2.1 This Lease shall continue in full force and effect for a term commencing as of the Closing under the Purchase Agreement (hereinafter referred to as "Commencement Date"), and terminating on \_\_\_\_\_, 2017.

2.2 Lessee will have the continuing right during the term hereof to terminate this Lease as to all or any portion of the Premises by giving Lessor at least ninety (90) days' prior written notice and by substantially vacating the portion of the Premises so terminated on or before the designated termination date. Notwithstanding the foregoing, Lessee may only terminate this Lease as to a portion of the Premises if such portion consists of a minimum of two (2) contiguous acres.

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[Table of Contents](#)

2.3 Lessee shall pay to Lessor, on or before the first day of each calendar month during the term hereof, as rent for the Premises the sum of One Thousand and 00/100 Dollars (\$1,000.00) per acre in lawful money of the United States. The rent due per month will be prorated for any partial month during the term hereof and also for any portion of the Premises as to which this Lease is terminated in accordance with the provisions of Section 2.2 above.

**ARTICLE III**

**Taxes; Maintenance; Insurance and Utilities**

3.1 It is the intention of the parties that this Lease is a "net" lease with Lessee being responsible during the term hereof for the maintenance of the Property and for all expenses relating to Lessee's use and occupancy of the Property.

3.2 Lessee shall pay prior to delinquency all ad valorem taxes lawfully assessed against and levied upon (i) the Premises and (ii) Lessee's trade fixtures, furnishings, equipment, inventory and all other personal property assessed and billed separately from the real property of Lessor. If any of the foregoing is assessed with Lessor's real or personal property, Lessee shall pay Lessor the taxes attributable to Lessee's interest in the Premises and Lessee's personal property within thirty (30) days after receipt from Lessor of a written statement setting forth the taxes applicable to Lessee's property along with reasonable evidence of the amount of taxes attributable to Lessee's property. Notwithstanding the foregoing, Lessor shall remain responsible for any special assessments or any other capital charges imposed by governmental authorities or persons other than Lessee in respect of permanent improvements to the Premises or the Property.

3.3 Lessee shall maintain commercial general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the Premises, in such amounts and with such coverages as Lessee would typically maintain on its own similarly situated properties, underwritten by one or more insurance companies with a Best rating of at least A-. Any and all insurance policies shall name Lessor as an additional insured and provide that such policy will not be canceled or modified in any way without thirty (30) days' prior written notice to Lessor. Lessee shall promptly pay, prior to delinquency, all utility bills for its monthly usage of water, gas, heat, light, power, telephone, sewage, air conditioning and ventilation, janitorial, landscaping and any other utilities supplied to the Premises at Lessee's request.

**ARTICLE IV**

**Acceptance and Use of Premises**

4.1 Lessee, by its execution hereof, acknowledges that it has examined the Premises and found such to be in good order and repair and that it is accepting such Premises in their "AS IS" condition,

4.2 Lessor covenants and agrees with Lessee that upon Lessee paying rent and other monetary sums due under this Lease and performing its covenants and conditions, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the terms of this

[Table of Contents](#)

Lease, for the entire term hereof, including any renewal period. Lessee shall have the right to use the Premises for any lawful purpose during the term of this Lease.

4.3 Lessee shall occupy and use the Premises in compliance with all ordinances, rules, regulations and laws of all public authorities, boards, bureaus and officials relating to the Premises or any improvements thereon, and further, will not use, occupy, suffer or permit any person, firm or corporation to use or occupy said Premises, or any part thereof, for any purpose or use which violates any statute or ordinance, whether Federal, state or municipal, or the Permitted Exceptions throughout the term of this Lease.

4.4 Lessee shall not allow the Premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit nor suffer to be committed any waste in or upon the Premises.

4.5 To the extent that Lessee is deemed to be in violation of any provision of Sections 4.3 or 4.4, Lessee shall have thirty (30) days after receipt of written notice from Lessor to remedy any such violation, without incurring any penalties or damages of any kind whatsoever from Lessor, or it will be deemed to have breached this Lease.

4.6 Lessor hereby agrees and acknowledges that Lessee shall own all improvements and fixtures located on the Premises (the "Improvements") during the term of this Lease. Lessee shall maintain the Improvements in the manner determined by Lessee in its sole discretion and shall have the right to alter, demolish, reconstruct or repair the Improvements in Lessee's sole discretion. Upon the expiration or earlier termination of this Lease, Lessee shall not have any obligation to repair or replace any of the Improvements nor shall Lessee have any obligation to remove any of the Improvements from the Premises. Lessee shall be entitled, in Lessee's sole discretion, to remove any of the Improvements located on the Premises on or before the expiration or earlier termination of this Lease. Any Improvements consisting of buildings or offices will be left in a "broom clean" condition at the expiration or earlier termination of the Lease and any Improvements or personal property remaining on the Premises thereafter shall be deemed abandoned by the Lessee and shall be the property of the Lessor unless otherwise expressly agreed by the parties hereto.

**ARTICLE V**

**Northern Rail Spur and Utility and Access Easement**

In addition to Lessee's right to use the Premises, Lessee shall have (i) the nonexclusive use of the Northern Rail Spur and the existing roadways serving the Northern Rail Spur (together, the "Northern Rail Spur") identified on Exhibit B that lies outside the Premises and exclusive use of the portion of the Northern Rail Spur located within the Premises, and (ii) the non-exclusive right to use of the rights granted to "Foster" under the Utility and Access Easement Agreement attached hereto as Exhibit C and identified on Exhibit B.

**ARTICLE VI**

**Storm Water Drainage**

Several surface ditches and underground storm water drainage pipes traverse the Property that currently drain all or portions of the Premises into the drainage ditches owned and/or operated by the City of Houston or Harris County Flood Control District (the "Storm Water Drainage System"). Lessor may alter the Storm Water Drainage System provided that no such alteration interferes with Lessee's activities or operations or may temporarily or permanently disrupt or otherwise adversely impair the drainage of the Premises. Lessee will maintain at Lessee's expense the portion of the Storm Water Drainage System located within the Premises except Lessor shall be responsible for the cost of any maintenance or repairs within the Premises resulting from any alteration or lack of maintenance beyond the Premises. Lessor will maintain at Lessor's expense the portions of the Storm Water System located outside the Premises.

**ARTICLE VII**

**Entry by Lessor**

Lessor and Lessor's agents shall have the right at reasonable times to enter the Premises to inspect the same or to maintain or repair, make alterations, or additions to the Premises or any portion thereof, only to the extent that any such entry, alterations or additions do not materially affect the Lessee's use of the Premises, or to show the Premises to prospective purchases, tenants or lenders. Lessor may, at any time, place on or about the Premises any ordinary "for sale" signs; Lessor may at any time during the last forty-five (45) days of the term of this Lease place on or about the Premises any ordinary "for lease" signs.

**ARTICLE VIII**

**Liens**

Lessee shall keep the Premises and any building of which the Premises are a part free from any liens arising out of work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessee. In the event that Lessee shall not, within thirty (30) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Lessor and all expenses and costs incurred by it in connection therewith, excluding attorneys' fees, shall be payable to Lessor by Lessee within thirty (30) days after receipt by Lessee of a written invoice from Lessor. Lessor shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law for the protection of Lessor and the Premises, and any other party having an interest therein, from mechanics' and materialmen's liens, and Lessee shall give to Lessor at least ten (10) business days prior written notice of the expected date of commencement of any work relating to alterations or additions to the Premises, and shall not proceed with any such work

without first having received Lessor's consent, which consent may be withheld or made, subject to such additional conditions as Lessor deems appropriate.

**ARTICLE IX**

**Indemnification**

9.1 Lessee shall indemnify and hold the Lessor Indemnified Parties (as hereafter defined) harmless from and against any and all claims of liability for any injury or damage to any person or property arising from Lessee's use of the Premises or from any activity, work, or thing done, permitted or suffered by Lessee during the term of this Lease in or about the Premises except to the extent caused by the negligence of Lessor.

9.2 Lessor shall indemnify and hold the Lessee Indemnified Parties (as hereafter defined) harmless from and against any and all claims of liability for any injury or damage to any person or property arising from Lessor's use of the Property or from any activity, work, or thing done, permitted or suffered by Lessor during the term of this Lease in or about the Property except to the extent caused by the negligence of Lessee.

9.3 For the purposes of this Lease, the term "Lessor Indemnified Parties" will include Lessor, its successors and assigns, and its or their officers, directors, employees, agents, independent contractors, guests and invitees, and the phrase "Lessee Indemnified Parties" will include Lessee, its successors and assigns, and its or their officers, directors, employees, agents, independent contractors, guests and invitees.

**ARTICLE X**

**Condemnation**

If the Premises or any portion thereof are taken under the powers of eminent domain, this Lease shall remain in full force and effect as to the portion of the Premises remaining, provided that the rent shall be reduced in proportion to the ratio which the portion of the Premises taken bears to the entire Premises, and provided further that the remaining area is adequate for Lessee's operation. In the event that the remaining area is inadequate, Lessee may, at its option, terminate this Lease and all further obligations of Lessee hereunder shall terminate upon notification to Lessor of Lessee's intent to terminate. All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of the power of eminent domain shall be the property of Lessor, whether made as compensation for diminution of value of a leasehold or for the taking of the fee or as severance damages; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such Condemnation, Lessor shall, to the extent of severance damages received by Lessor in connection with such Condemnation, repair any damage to the Premises caused by such Condemnation, except to the extent that Lessee has been reimbursed therefore by the condemning authority.

**ARTICLE XI**

**Assignment and Subletting**

11.1 Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, without the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold.

11.2 No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by the Lessee under this Lease, whether occurring before or after such consent, assignment or subletting. The consent by Lessor to any assignment or subletting shall not relieve Lessee from the obligation to obtain Lessor's express written consent to any other assignment or subletting. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

**ARTICLE XII**

**Environmental Covenants and Indemnities**

12.1 Lessee will exercise extreme care during the term of this Lease in handling Hazardous Substances if Lessee uses or encounters any in connection with its use of and operations on the Premises. Lessee, at Lessee's expense, will undertake any and all preventative, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (i) required by any applicable Environmental Laws or orders by any Governmental Authority having jurisdiction under Environmental Laws, or (ii) necessary to prevent or minimize property damage (including damage to Lessee's own property), personal injury or damage to the environment, or the threat of any such damage or injury by releases of or exposure to Hazardous Substances in connection with the Premises or operations of Lessee on the Premises. Without limiting the foregoing, if Hazardous Substances are discovered on the Premises during Lessee's use and operation thereof in violation of Governmental Requirements, Lessee will remove (or cause to be removed or remediated) and pay (or cause to be paid) immediately when due the cost of removing or remediating any Hazardous Substances from the Premises in compliance with all Governmental Requirements. In the event Lessee fails to perform any of its obligations under this Section 12, Lessor may (but will not be required to) perform such obligations at Lessee's expense. All such costs and expenses incurred by Lessor under this Section and otherwise under this Lease will be reimbursed by Lessee to Lessor upon demand. In performing any such obligations of Lessee, Lessor will at all times be deemed to be the agent of Lessee and will not by reason of such performance be deemed to be assuming any responsibility of Lessee under any Environmental Law or to any third party.

12.2 Lessee will cause the Premises and the operations conducted thereon by Lessee or its employees, agents, representatives and contractors, during the term of this Lease, to comply in all material respects with all Environmental Laws and orders of any Governmental Authorities having jurisdiction under any Environmental Laws and will obtain, keep in effect and comply in

## Table of Contents

all material respects with all Governmental Requirements promulgated pursuant to any Environmental Laws with respect to the Premises or operations.

12.3 Lessee, as consideration for the Lease, hereby indemnifies and holds harmless Lessor Indemnified Parties against any and all claims, demands, losses, liabilities, costs and expenses (including reasonable attorney fees at trial and on any appeal or petition for review) incurred by such Lessor Indemnified Party (a) arising out of or relating to any investigatory or remedial action involving the Premises, the operations conducted on the Premises or any other operations of Lessee and required by Environmental Laws or by orders of any Governmental Authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with or in any way relating to (i) Lessee's violation of any Environmental Laws, (ii) Lessee's use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Premises, or (iii) Lessee's contamination of any of the Premises by Hazardous Substances by any means whatsoever in violation of Environmental Laws. The foregoing indemnity is limited to losses, liabilities, costs and expenses ("Claims") that any Lessor Indemnified Party incurs as a result of the introduction or alleged introduction of Hazardous Substances onto the Premises by Lessee or its agents, contractors, licensees, employees, tenants or guests, or as a result of the violation or alleged violation by Lessee, or its agents, contractors, licensees, employees, tenants or guests, of any Environmental Law, or with respect to any other violation of any Environmental Law for which Lessee, or any of its agents, contractors, licensees, employees, tenants or guests are liable or alleged to be liable, in each case relating to acts or omissions of Lessee or persons or entities for whom Lessee is responsible (as provided herein) during the term of this Lease and not prior thereto. Lessor will notify Lessee promptly of any Claims, and Lessor will not confess judgment, settle or compromise any Claims for which Lessor seeks indemnity under this Lease without Lessee's prior written consent unless Lessee fails or refuses to timely affirm its obligations to indemnify Lessor under this Lease. Predicated upon the continuing satisfaction of the foregoing, following the delivery to Lessor of such affirmation of indemnity and agreement to defend, Lessee will have the exclusive right to defend against such Claims and to settle or compromise same at its sole cost. In the event Lessee fails or refuses to adequately defend any Lessor Indemnified Party against such Claims, Lessee will reimburse Lessor all reasonable costs and expenses incurred by Lessor or any such Lessor Indemnified Party to conduct its own defense. Nothing in the foregoing will preclude Lessor, at its own cost and expense, from participating with Lessee in the defense of any Claims which defense has been undertaken and is ongoing by Lessee. Anything to the contrary notwithstanding Lessor acknowledges and agrees Lessee shall have no liability for Hazardous Substances not introduced to the Premises by Lessee or its agents, contractors, licensees, employees, tenants or guests.

12.4 For the purposes of this Lease, the following terms have the meanings indicated below:

(a) "Environmental Laws" means all federal, state, local and foreign statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution labeling, testing,

[Table of Contents](#)

processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation.

(b) “Hazardous Substances” is used in this Lease in its very broadest sense and means and includes, without limitation, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, and also refers to pollutants, effluents, contaminants, emissions or related materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. Hazardous Substances includes, but is not limited to, any and all hazardous or toxic substances, materials or waste as defined by or listed under any of the Environmental Laws.

**ARTICLE XIII**

**Default and Remedies**

13.1 The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(a) Any failure by lessee to pay the rent or any other monetary sums required to be paid hereunder where such failure continues for five (5) business days after receipt of written notice thereof from Lessor that such amounts are past due;

(b) The complete abandonment of the Premises by Lessee for at least thirty (30) consecutive days;

(c) A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for thirty (30) days after receipt of written notice thereof from Lessor; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty-day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion; and

(d) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises or of Lessee’s interest in this Lease, where such seizure is not discharged within thirty (30) days.

[Table of Contents](#)

13.2 In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, after giving Lessee notice and/or demand and in addition to other remedies provided herein:

- (a) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the Premises; or
- (b) Terminate Lessee's right to possession by any lawful means, in which case this Lease shall terminate and Lessee shall surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default.

**ARTICLE XIV**

**Miscellaneous Provisions**

**14.1 Captions; Attachments; Defined Terms**

(a) The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any portion of this Lease.

(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee", as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one person or entity constituting the Lessor or the Lessee, as the case may be, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several as to such constituent person(s) or entity(ies).

(d) The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership, and the term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground lease of the Premises. .

**14.2 Entire Agreement**

(a) This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Lessor and Lessee relative to the Premises and this Lease and the exhibits and attachments may not be altered, amended or revoked except by an instrument in writing signed by both Lessor and Lessee.

## Table of Contents

(b) Lessor and Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

### 14.3 Severability

If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

### 14.4 Costs of Suit

If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

### 14.5 Time

Time is of the essence in this Lease and in each and every provision hereof.

### 14.6 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, or as provided for herein, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. However, acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall constitute a waiver by Lessor of the breach or default of any covenant, term or condition contained herein.

### 14.7 Holding Over

If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein; provided, however, that nothing herein shall preclude Lessor from seeking eviction or any other remedy in the event that Lessee remains on the Premises after the expiration of the term hereof without Lessor's consent.

### 14.8 Notices

All notices or demands of any kind required or desired to be given by Lessor or Lessee hereunder shall be in writing and may be served by depositing the notice or demand in the United States mail, addressed to the Lessor or Lessee, respectively, at the addresses set forth in

## Table of Contents

the introductory paragraph of this Lease, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to the office of such party; or by delivery by Federal Express, UPS or other reputable overnight courier. Notice given in accordance herewith will be effective upon receipt at the address of the addressee.

### 14.9 Subordination, Non-Disturbance

This Lease is subordinate to all liens, encumbrances, easements, deeds of trust and ground leases now or hereafter encumbering the Premises, and all refinancings, replacements, modifications, extensions or consolidations thereof. Lessee shall attorn to any mortgagee, ground lessor, trustee under a deed of trust or purchaser at a foreclosure or trustee's sale ("Lessor's Mortgagee") as "Lessor" under this Lease provided that each such Lessor's Mortgagee agrees not to disturb Lessee's possession of the Premises pursuant to a mutually acceptable subordination, non-disturbance and attornment agreement by and between each such Lessor's Mortgagee and Lessee. In addition, Lessor shall obtain within 10 business days following the effective date of this Lease a fully executed subordination, non-disturbance and attornment agreement from any existing Lessor's Mortgagee with respect to the Premises in a form reasonably acceptable to Lessee.

### 14.10 Memorandum of Lease

Lessor and Lessee agree, at the sole expense of Lessee, to execute a Memorandum of Lease in recordable form and otherwise containing provisions reasonably required by Lessee within five (5) days following the request of the other party hereto.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the date and year first above written.

**LESSOR:**

**R.L.R. INVESTMENTS, L.L.C.,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Donald R. Deluca, Vice President & General Counsel

**LESSEE:**

**L. B. FOSTER COMPANY,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO LEASE**

**Description of Premises**

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**EXHIBIT B**

**Pictorial Description of Premises and Property**  
**showing Northern Rail Spur**

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**EXHIBIT C**

**Utility and Access Easement Agreement**

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**UTILITY AND ACCESS EASEMENT AGREEMENT**

**THIS UTILITY AND ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 31day of March, 2000, by and between **HYDRO CONDUIT CORPORATION**, a Delaware corporation (hereinafter referred to as "HCC"), and **L. B. FOSTER COMPANY**, a Pennsylvania corporation (hereinafter referred to as "Foster").

**WITNESSETH:**

WHEREAS, HCC is the owner in fee simple of that certain tract or parcel of real property more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "HCC Tract"), and Foster is the owner in fee simple of that certain tract of real property lying adjacent to and being contiguous with the southern boundary of the HCC Tract (hereinafter referred to as the "Foster Tract"); and

WHEREAS, HCC desires to grant certain easements in, to, under, through and across that portion of the HCC Tract more particularly described on Exhibit B attached hereto and made a part hereof (the "Easement Parcel"); and

WHEREAS, subsequent to the date of this Agreement HCC intends to dedicate that portion of the Easement Tract more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Reversionary Property") to the City of Houston for use as a public road.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10 00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCC and Foster, intending to be legally bound, do hereby covenant and agree as follows:

1. Foster Utility Easement. HCC hereby grants to Foster for the benefit of the Foster Tract, as the same may be hereafter subdivided, transferred or conveyed, a perpetual, non-exclusive easement over, across, under and through the Easement Parcel for purposes of constructing, utilizing, repairing, maintaining and replacing any utilities and storm water drainage facilities located on the Easement Parcel and benefitting the Foster Tract (collectively, the "Foster Utilities").

2. Foster Access Easement. HCC, for the benefit of the Foster Tract, hereby grants unto Foster, its heirs, successors, successors-in-title, assigns, tenants, licensees, invitees, permittees, agents, contractors and representatives a perpetual, non-exclusive easement over and across the

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## Table of Contents

Easement Parcel for the purpose of vehicular and pedestrian ingress and egress to and from the Foster Tract over and across the Easement Parcel to the rights-of-way of Langfield Road and Burlington North Drive (the "Foster Access Easement").

3. Construction and/or Relocation of Utilities. If Foster, from time to time, desires to construct new utility or storm water drainage facilities on or within the Easement Parcel and/or relocate the existing Foster Utilities located on or within the Easement Parcel, Foster shall perform such construction and/or relocation at its own cost and expense, and such construction and/or relocation of the Foster Utilities shall be subject, as to scope and location, to the approval of HCC, which approval shall not be unreasonably withheld or delayed.

4. Maintenance of Foster Utilities. In the event Foster enters upon the Easement Parcel for the purposes of constructing, maintaining, repairing or replacing the Foster Utilities, Foster shall complete such work at its sole cost and expense in a workman-like, lien-free manner in accordance with all applicable laws. HCC covenants and agrees that HCC shall repair and/or replace at its sole cost and expense any portion of the Foster Utilities damaged or destroyed by HCC, its agents, employees, invitees or contractors. In addition, HCC agrees that HCC shall not modify, alter or reconfigure the drainage facilities located on the HCC Tract in any manner which materially increases the flow of storm water runoff into any portion of the storm water facilities located within the Easement Parcel which benefit the Foster Tract. With respect to any drainage pipes or structures located on the HCC Tract and outside the Easement Parcel (whether or not such pipes originate, terminate or traverse the Easement Parcel or any part thereof) that service the Foster Tract, HCC's sole obligation if it encounters such pipes or structures during excavation or other activities on the HCC Tract shall be to properly cap and secure such pipes and structures in a workman-like manner in accordance with all applicable laws and HCC shall have no further obligation or liability to any party with respect to any such pipes or structures.

5. Maintenance of Foster Access Easement. HCC and Foster covenant and agree that each party shall, at its sole cost and expense, repair, replace and restore any portion of the existing pavement, stabilized land and roadway improvements now located on the Easement Parcel which are damaged, destroyed or degraded in any material respect by of such party, its employees, contractors, agents, representatives, tenants, invitees or guests, to materially the same condition as exists as of the date of this Agreement. Any work required to be performed by either party pursuant to this paragraph 5 shall be conducted in a workman-like, lien free manner and in accordance with all applicable laws.

6. Subordination of Foster's Rights. Foster and HCC expressly acknowledge and agree that, upon the consummation of the dedication of the Reversionary Property to the City of Houston as and for a public street, Foster's rights in and to the Reversionary Property arising in connection with or by virtue of this Agreement shall at all times thereafter be subject to the right, title and interest of the City of Houston or any governmental successor entity thereto in and to the Reversionary Property as and for a public street and Foster shall exercise its rights hereunder only

## Table of Contents

to the extent the exercise of such rights do not interfere with the City of Houston's use, development and enjoyment of the Reversionary Property as and for a public street.

7. Indemnifications. Foster and HCC (as the case may be, the "Indemnifying Parties") hereby indemnify and holds harmless the other party and the other party's successors, successors-in-title, assigns, tenants, licenses, and invitees (the "Indemnified Parties") from and against any and all injury, loss, cost, damage or expense, claims, demands and liabilities, including without limitation, reasonable attorney's fees and other court costs, incurred for any claims or causes of action arising from (i) failure by the Indemnifying Party to perform any covenant or agreement required to be performed by the Indemnifying Party hereunder or to exercise the rights granted hereunder in accordance with applicable law, or (ii) any accident, injury, death or damage (whether to person or property) on or about the Easement Parcel which arises or results from the negligence or willful misconduct of the Indemnifying Party or its officers, employees, invitees, customers, guests, patrons, tenants, independent contractors, successors or assigns.

### 8. Miscellaneous

(a) HCC represents and warrants that it now owns fee simple title in and to the HCC Tract and that HCC has full right, power and authority to enter into, execute and deliver this Agreement and to convey the aforesaid easements and related rights to Foster and thereafter to be bound hereby and hereto

(b) Foster represents and warrants that it now owns fee simple title in and to the Foster Tract and that Foster has full right, power and authority to enter into, execute and deliver this Agreement and thereafter to be bound hereby and hereto

(c) Whenever the term "HCC" or the term "Foster" is used herein, the same shall mean and include the party named herein as "HCC" or "Foster", as the case may be, and their respective heirs, successors, assigns, trustees, representatives and successors-in-title to all or any portion of the "HCC Tract" or the "Foster Tract", and each of them

(d) This Agreement shall be governed by and construed under the laws of the State of Texas

(e) Each of the easements granted herein shall run with the land and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, successors-in-title and assigns

IN WITNESS WHEREOF, HCC and Foster have caused this instrument to be duly executed, sealed and delivered on the day and year first above written.

HCC:

**HYDRO CONDUIT CORPORATION,**  
a Delaware corporation

By: /s/ Ronald W. Metzger

Name: Ronald W. Metzger

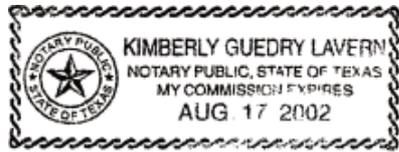
Title: Vice President

[CORPORATE SEAL]

THE STATE OF Texas )

COUNTY OF Harris )

This instrument was acknowledged before me on the 31 day of March, 2000 by Ronald W. Metzger the duly authorized Vice President of Hydro Conduit Corporation, a Delaware corporation, on behalf of said corporation.



/s/Kimberly Guedry Lavern

Notary Public, State of \_\_\_\_\_

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

FOSTER:

**L. B. FOSTER COMPANY**, a  
Pennsylvania corporation

By: /s/ Lee B. Foster

Name: Lee B. Foster

Title: Chairman & CEO

[CORPORATE SEAL]

THE STATE OF PENNSYLVANIA )

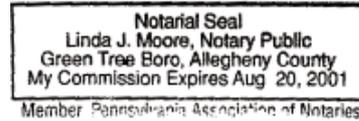
COUNTY OF ALLEGHENY )

This instrument was acknowledged before me on the 30<sup>th</sup> day of March, 2000 by LEE B. FOSTER, the duly authorized CHAIRMAN & CEO of L. B. Foster Company, a Pennsylvania corporation, on behalf of said corporation.

/s/ Linda J. Moore

Notary Public, State of PENNSYLVANIA  
Printed Name: LINDA J. MOORE  
Commission Expires: 8.20.01

This instrument prepared by and upon  
recording return to:



Sutherland Asbill & Brennan LLP  
999 Peachtree Street, NE  
Atlanta, Georgia 30309-3996  
Attn: Benjamin R. Tarbutton

BEING A 65.8325 ACRE (2,867,662 SQUARE FOOT) TRACT OF LAND COMPRISED OF FOUR (4) TRACTS OF LAND CONVEYED BY DEED TO L. B. FOSTER COMPANY, A CALLED 10.677 ACRE TRACT RECORDED UNDER CLERK'S FILE NUMBER (C. F. NO.) H495060, A CALLED 10.663 ACRE TRACT RECORDED UNDER C. F. NO. H089853, A CALLED 12.040 ACRE TRACT RECORDED UNDER C. F. NO. G750117, A CALLED 30.0638 ACRE TRACT RECORDED UNDER C. F. NO. H229843 AND A PORTION OF A CALLED 65.3930 ACRE TRACT RECORDED UNDER C. F. NO. H229843 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O. P. R. R. P.) OF HARRIS COUNTY, TEXAS, ALL IN THE THOMAS HUBANKS SURVEY, ABSTRACT 370, CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

COMMENCING: At a found 3/4 -inch iron pipe in the East line of Langfield Road being a 60-foot right-of-way marking the Southwest corner of Unrestricted Reserve "A", West Little York Road Industrial Addition (York Addition) as recorded under Volume 264, Page 83, of the Harris County Map Records (HCMR) and marking the Northwest corner of a 20.7074 acre tract conveyed to the North American Islamic Trust, Inc., Trustee (Islamic) under C. F. No. R331957 of the O. P. R. R. P. of Harris County;

THENCE: South 88 deg 04 min 06 sec East, 1044.96 feet along the south line of the York Addition and the North line of the Islamic tract, to a found 5/8-inch iron rod for the most northerly northwest corner and POINT OF BEGINNING of the herein described tract, said corner also marking the Northeast corner of said Islamic tract;

THENCE: North 88 deg 04 min 06 sec East, 560.80 feet along the south line of the York Addition to a found 5/8-inch rod for corner in the West line of Yorkfield Road (Yorkfield) being a 60-foot right-of-way, said corner also marking the Southeast corner of Unrestricted Reserve "E" of said York Addition and the Northeast corner of Unrestricted Reserve "A" of the L. B. Foster Industrial Park (Foster Park) as recorded under Volume 309, Page 67, HCMR;

THENCE: South 02 deg 07 min 52 sec East, 8.14 feet along the West line of Yorkfield and East line of Reserve "A" in Foster Park, to a found 5/8-inch iron rod for corner, said corner lying in a curve to the left;

THENCE: Continuing along the West line of Yorkfield and the East line of Reserve "A" in Foster Park, around a curve to the left with a radius of 60.00 feet, subtending a central angle of

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## Table of Contents

120 deg 00 min 00 sec and with an arc length of 125.66 feet, to a found 5/8-inch iron rod for corner;

THENCE: South 02 deg 07 min 52 sec East, 11.29 feet continuing along the West line of Yorkfield and East line of Reserve "A" in Foster Park, to a found 5/8-inch iron rod for corner, said corner marking the Southeast corner of Reserve "A" in Foster Park;

THENCE: North 87 deg 52 min 04 sec East, 60.00 feet along the South line of said Foster Park to a found 5/8-inch iron rod for corner in the East line of said Yorkfield, said corner also marking the Southwest corner of Unrestricted Reserve "B" of said Foster Park;

THENCE: North 02 deg 07 min 52 sec West, 11.29 feet along the East line of Yorkfield and West line of Reserve "B" in Foster Park, to a found 5/8-inch iron rod for corner and lying in a curve to the left;

THENCE: Continuing along the East line of Yorkfield and the West line of Reserve "B" in Foster Park, around a curve to the left with a radius of 60.00 feet, subtending a central angle of 120 deg 00 min 00 sec and with an arc length of 125.66 feet to a found 5/8-inch iron rod for corner;

THENCE: North 02 deg 07 min 52 sec West, 7.93 feet continuing along the East line of Yorkfield and the West line of Reserve "B" in Foster Park, to a found 5/8-inch iron rod lying in the South line of said York Addition, said corner marking the Northwest corner of Reserve "B" in Foster Park and the Southwest corner of Unrestricted Reserve "F" in said York Addition;

THENCE: North 88 deg 04 min 06 sec East along the South line of said York Addition 576 .79 feet to a found 5/8-inch iron rod for angle point;

THENCE: North 87 deg 53 min 30 sec East, 412.18 feet continuing along the South line of said York Addition, to a found 5/8-inch iron rod for the Northeast corner lying in the East line of the Thomas Hubanks Survey (Hubanks) and the west line of the A. G. Hollan Survey A – 346 (Hollan), said corner marking the Southeast corner of Unrestricted Reserve "H" York Addition

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## [Table of Contents](#)

and the Southeast corner of said York Addition, said corner also being in the West line of the Ditch Witch Subdivision (Ditch S/D) as recorded under Volume 346, Page 37, HCMR;

THENCE: South 01 deg 52 min 23 sec East, along the East line of Hubanks and West line of Hollan 1,467.80 feet to a found 3/4 -inch galvanized iron pipe (G. I. P.), marking the Southeast corner;

THENCE: South 88 deg 08 min 04 sec West, 100.01 feet along the common line being the most southerly south line of said 12.040 acre tract and the north line of said 65.3930 acre tract, to a found 5/8-inch iron rod, the point of curvature of a curve to the left;

THENCE: In a southwesterly direction around a curve to the left with a radius of 970.00 feet, subtending a central angle of 10 deg 00 min 00 sec, and with an arc length of 169.30 feet, to a set 5/8-inch iron rod, for a point of tangency;

THENCE: South 78 deg 08 min 04 sec West, 112.96 feet to a set 5/8-inch iron rod for the point of curvature of a curve to the right;

THENCE: In a southwesterly direction around a curve to the right with a radius of 1030.00 feet, subtending a central angle of 10 deg 00 min 00 sec and with an arc length of 179.77 feet to a set 5/8-inch iron rod for the point of tangency;

THENCE: South 88 deg 08 min 04 sec West, 2089.92 feet to a found 1-inch G. I. P. marking the southwest corner and lying in the east line of Langfield Road;

THENCE: North 01 deg 51 min 56 sec West, 50.00 feet along the east line of Langfield to a found PK Nail in asphalt pavement, an angle point being the northwest corner of said 65.3930 acre tract and the southwest corner of said 30.0638 acre tract;

THENCE: North 02 deg 07 min 10 sec West, 50.07 feet along the East line of Langfield to a found 5/8-inch iron rod for corner, said corner marking the Southwest corner of the residue of 25,758 acre tract as conveyed to MAK Development, Inc. (MAK) as recorded under C . F . No. P147040, O. P. R .R. P;

THENCE: North 88 deg 08 min 04 sec East, 400.00 feet along the South line of said MAK tract to a found 5/8-inch iron rod for corner, said corner marking the Southeast corner of said MAK tract;

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[Table of Contents](#)

THENCE: North 02 deg 08 min 24 sec West, 549.64 feet along the East line of said MAK tract to a found 5/8-inch iron rod for corner, said corner marking the Northeast corner of said MAK tract and lying in the South line of said Islamic tract;

THENCE: North 88 deg 05 min 57 sec East, 641.68 feet along the south line of said Islamic tract to a found 5/8-inch iron rod for corner, said corner marking the southeast corner of said Islamic tract;

THENCE: North 01 deg 53 min 22 sec West, 864.64 feet along the East line of said Islamic tract to the POINT OF BEGINNING and containing 65.8325 or 2,867,662 square feet of land, more or less.

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EASEMENT PARCEL

BEING A 5.2107 ACRE (226,979 SQUARE FOOT) TRACT OF LAND OUT OF THREE (3) TRACTS OF LAND CONVEYED BY DEED TO L. B. FOSTER COMPANY, A CALLED 12.040 ACRE TRACT RECORDED UNDER CLERK'S FILE NUMBER (C. F. NO.) G750117, A CALLED 30.0638 ACRE TRACT RECORDED UNDER C. F. NO. H229843 AND A CALLED 65.3930 ACRE TRACT RECORDED UNDER C. F. NO. H229843 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O. P. R. R. P.) OF HARRIS COUNTY, TEXAS, ALL IN THE THOMAS HUBANKS SURVEY, ABSTRACT 370, CITY OF HOUSTON, HARRIS COUNTY, TEXAS,

COMMENCING: At a found 3/4 -inch iron pipe in the East line of Langfield Road being a 60-foot right-of-way marking the Southwest corner of Unrestricted Reserve "A", West Little York Road Industrial Addition (York Addition) as recorded under Volume 264, Page 83, of the Harris County Map Records (H. C. M. R ) and marking the Northwest corner of a 20. 7074 acre tract conveyed to the North American Islamic Trust, Inc., Trustee (Islamic) under C. F. No. R331957 of the O. P. R. R. P of Harris County;

THENCE: Along the east line of Langfield Road, South 02 deg 07 min 10 sec East, a distance of 1413.47 feet to found 5/8-inch iron rod marking the southwest corner of the residue of a 25.758 acre tract as conveyed to MAK Development, Inc. (MAK) as recorded under C. F. No. P147040, O. P. R. R. P., the POINT OF BEGINNING and the northwest corner of the herein described tract;

THENCE: Along the south line of said MAK tract, North 88 deg 08 min 04 sec East, 400. 00 feet passing a 5/8-inch iron rod found for the southeast corner of said MAK tract, in all a distance of 1696.49 feet to an angle point;

THENCE: South 01 deg 51 min 56 sec East, 40.00 feet to an angle point;

THENCE: North 88 deg 08 min 04 sec East, 393.65 feet to a point of curvature of a curve to the left;

THENCE: In a northeasterly direction around a curve to the left with a radius of 970.00 feet, subtending a central angle of 10 deg 00 min 00 sec, and with an arc length of 169.30 feet, a point of tangency;

THENCE: North 78 deg 08 min 04 sec East, 112. 96 feet to a point of curvature of a curve to the right;

THENCE: In a northeasterly direction around a curve to the right with a radius of 1030.00 feet, subtending a central angle of 10 deg 00 min 00 sec and with an arc length of 179.77 feet, the point of tangency;

THENCE: North 88 deg 08 min 04 sec East, 100.01 feet to a point in the common line, being the east line of said 12.040 acre tract and the west line of Burlington Industrial District Section Two, a subdivision recorded in Volume 265, Page 69, H. C. M. R., the northeast corner of the herein described tract;

THENCE: Along said common line, South 01 deg 52 min 23 sec East, a distance of 60.00 feet to a 3/4-inch galvanized iron pipe (G. I. P.,) found for the northeast corner of said 65.3930 acre tract and the southeast corner of said 12.040 acre tract and the herein described tract;

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## Table of Contents

THENCE: South 88 deg 08 min 04 sec West, 100.01 feet along the common line being the most southerly south line of said 12.040 acre tract and the north line of said 65.3930 acre tract, to a found 5/8-inch iron rod, the point of curvature of a curve to the left;

THENCE: In a southwesterly direction around a curve to the left with a radius of 970.00 feet, subtending a central angle of 10 deg 00 min 00 sec, and with an arc length of 169.30 feet, to a set 5/8-inch iron rod, for a point of tangency;

THENCE: South 78 deg 08 min 04 sec West, 112.96 feet to a set 5/8-inch iron rod for the point of curvature of a curve to the right;

THENCE: In a southwesterly direction around a curve to the right with a radius of 1030.00 feet, subtending a central angle of 10 deg 00 min 00 sec and with an arc length of 179.77 feet to a set 5/8-inch iron rod for the point of tangency;

THENCE: South 88 deg 08 min 04 sec West, 2089.92 feet to a found 1-inch G. I. P. marking the southwest corner and lying in the east line of Langfield Road;

THENCE: North 01 deg 51 min 56 sec West, 50.00 feet along the east line of Langfield to a found PK Nail in asphalt pavement, an angle point being the northwest corner of said 65.3930 acre tract and the southwest corner of said 30.0638 acre tract;

THENCE: North 02 deg 07 min 10 sec West, 50.07 feet, along the East line of Langfield to the POINT OF BEGINNING and containing 5.2107 or 226,979 square feet of land, more or less.

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REVERSIONARY PROPERTY

BEING A 3.6555 ACRE (159,233 SQUARE FOOT) TRACT OF LAND OUT OF THREE (3) TRACTS OF LAND CONVEYED BY DEED TO L. B. FOSTER COMPANY, A CALLED 12.040 ACRE TRACT RECORDED UNDER CLERK'S FILE NUMBER (C. F. NO.) G750117, A CALLED 30.0638 ACRE TRACT RECORDED UNDER C. F. NO. H229843 AND A CALLED 65.3930 ACRE TRACT RECORDED UNDER C. F. NO. H229843 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O. P. R. R. P.) OF HARRIS COUNTY, TEXAS, ALL IN THE THOMAS HUBANKS SURVEY, ABSTRACT 370, CITY OF HOUSTON, HARRIS COUNTY, TEXAS

COMMENCING: At a found 3/4 -inch iron pipe in the East line of Langfield Road being a 60-foot right-of-way marking the Southwest corner of Unrestricted Reserve "A", West Little York Road Industrial Addition (York Addition) as recorded under Volume 264, Page 83, of the Harris County Map Records (H. C. M. R. ) and marking the Northwest corner of a 20.7074 acre tract conveyed to the North American Islamic Trust, Inc. , Trustee (Islamic) under C.F. No. R331957 of the O. P. R. R. P of Harris County;

THENCE: Along the east line of Langfield Road, South 02 deg 07 min 10 sec East, 1413.47 feet passing a found 5/8-inch iron rod marking the southwest corner of the residue of a 25.758 acre tract as conveyed to MAK Development, Inc. (MAK) as recorded under C.F. No P147040, O. P. R. R. P., in all a distance of 1438 47 feet, the POINT OF BEGINNING and the northwest corner of the herein described tract;

THENCE: South 46 deg 59 min 33 sec East, 21.26 feet to an angle point;

THENCE: North 88 deg 08 min 04 sec East, 2074.97 feet to a point of curvature of a curve to the left;

THENCE: In a northeasterly direction around a curve to the left with a radius of 970.00 feet, subtending a central angle of 10 deg 00 min 00 sec, and with an arc length of 169 30 feet, a point of tangency;

THENCE: North 78 deg 08 min 04 sec East, 112.96 feet to a point of curvature of a curve to the right;

THENCE: In a northeasterly direction around a curve to the right with a radius of 1030 00 feet, subtending a central angle of 10 deg 00 min 00 sec and with an arc length of 179.77 feet, the point of tangency;

THENCE: North 88 deg 08 min 04 sec East, 100.01 feet to a point in the common line, being the east line of said 12.040 acre tract and the west line of Burlington Industrial District Section Two, a subdivision recorded in Volume 265, Page 69, H. C. M. R, the northeast corner of the herein described tract;

THENCE: Along said common line, South 01 deg 52 min 23 sec East, a distance of 60.00 feet to a 3/4-inch galvanized iron pipe (G. I. P) found for the northeast corner of said 65.3930 acre tract and the southeast corner of said 12.040 acre tract and the herein described tract;

THENCE: South 88 deg 08 min 04 sec West, 100.01 feet along the common line being the most southerly south line of said 12.040 acre tract and the north line of said 65.3930 acre tract, to a found 5/8-inch iron rod, the point of curvature of a curve to the left;

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## Table of Contents

THENCE: In a southwesterly direction around a curve to the left with a radius of 970.00 feet, subtending a central angle of 10 deg 00 min 00 sec, and with an arc length of 169.30 feet, to a set 5/8-inch iron rod, for a point of tangency;

THENCE: South 78 deg 08 min 04 sec West, 112.96 feet to a set 5/8-inch iron rod for the point of curvature of a curve to the right;

THENCE: In a southwesterly direction around a curve to the right with a radius of 1030.00 feet, subtending a central angle of 10 deg 00 min 00 sec and with an arc length of 179.77 feet to a set 5/8-inch iron rod for the point of tangency;

THENCE: South 88 deg 08 min 04 sec West, 2089.92 feet to a found 1-inch G. I. P. marking the southwest corner and lying in the east line of Langfield Road;

THENCE: North 01 deg 51 min 56 sec West, 50.00 feet along the east line of Langfield to a found PK Nail in asphalt pavement, an angle point being the northwest corner of said 65.3930 acre tract and the southwest corner of said 30.0638 acre tract;

THENCE: North 02 deg 07 min 10 sec West, 25.07 feet along the East line of Langfield to the POINT OF BEGINNING and containing 3.6555 or 159,233 square feet of land, more or less.

9957ROAD; LEI