

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

(Amendment No. 17)

PORTEC RAIL PRODUCTS, INC.

(Name of Subject Company (issuer))

FOSTER THOMAS COMPANY
(offeror)

a wholly-owned subsidiary of

L.B. FOSTER COMPANY
(parent of offeror)

(Names of Filing Persons (identifying status as offeror, issuer or other person))

Common Stock, \$1.00 par value per share
(Title of Class of Securities)

736212101
(CUSIP Number of Class of Securities)

David Voltz
L.B. Foster Company
415 Holiday Drive
Pittsburgh, Pennsylvania 15220
(412)-928-3417
(Name, address, and telephone numbers of person authorized
to receive notices and communications on behalf of filing persons)

with a copy to:

Lewis U. Davis, Jr., Esq.
Buchanan Ingersoll & Rooney PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219
(412) 562-8800

Calculation of Filing Fee

Transaction valuation*
\$114,944,143

Amount of Filing Fee**
\$8,195.52

* Estimated for purposes of calculating the amount of the filing fee only, in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The calculation of the transaction valuation assumes a purchase price of \$11.80 per share and the purchase of 9,741,029 shares of Portec common stock, which is represented by (i) 9,602,029 outstanding shares of common stock; and (ii) 139,000 shares of common stock that were issuable with respect to all outstanding options, in each case as provided by Portec, as of the most recent practicable date.

** The amount of the filing fee was calculated in accordance with Section 14(g)(3) of the Exchange Act, and equals \$71.30 per million dollars of the transaction valuation amount.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$8,195.52
Form or Registration No.: Schedule TO-T
Schedule TO-T/A

Filing Party: L.B. Foster Company and Foster Thomas Company
Date Filed: February 26, 2010
August 31, 2010

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

third-party tender offer subject to Rule 14d-1.

- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

This Amendment No. 17 (“Amendment No. 17”) amends and supplements the Tender Offer Statement on Schedule TO originally filed with the Securities and Exchange Commission on February 26, 2010, as amended (the “Schedule TO”), by (i) Foster Thomas Company, a West Virginia corporation (the “Purchaser”) and a wholly-owned subsidiary of L.B. Foster Company, a Pennsylvania corporation (“Parent”), and (ii) Parent. The Schedule TO relates to the offer by the Purchaser to purchase all of the outstanding shares of common stock, par value \$1.00 per share (the “Shares”), of Portec Rail Products, Inc., a West Virginia corporation (“Portec”), at a purchase price of \$11.80 per Share, net to the seller in cash, without interest thereon and less any applicable withholding or stock transfer taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated February 26, 2010 (which, together with any amendments and supplements thereto, collectively constitute the “Offer to Purchase”) and in the related Letter of Transmittal, copies of which are filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. Capitalized terms used and not otherwise defined in this Amendment No. 17 have the meanings assigned to such terms in the Schedule TO or the Offer to Purchase. This Amendment No. 17 is being filed on behalf of the Purchaser and Parent. Pursuant to General Instruction F to Schedule TO, the information contained in the Offer to Purchase, including all schedules and annexes thereto, is hereby expressly incorporated by reference in answers to Items 1 through 11 of the Schedule TO and is supplemented by the information specifically provided for herein.

Item 11. Additional Information.

Items 5 and 11 of the Schedule TO are amended and supplemented to include the following:

The following paragraph is added to the end of the following Sections of the Offer to Purchase, as applicable: Section 10 — “Background of the Offer; Past Contacts or Negotiations with Portec” and Section 15 — “Legal Matters; Required Regulatory Approvals” — “Federal Antitrust Laws”:

“On December 14, 2010, L.B. Foster and Portec issued a joint press release announcing that they have reached an agreement with the Antitrust Division permitting upon judicial approval Purchaser’s acquisition of Portec and requiring the sale of certain assets related to Portec’s rail joint business primarily located at Portec’s Huntington, WV plant. A copy of the press release is filed as Exhibit (a)(5)(Y) hereto and is incorporated herein by reference, and a copy of the Consent Decree and Hold Separate Stipulation, which has been filed along with related papers in the United States District Court for the District of Columbia, is filed as Exhibit (a)(5)(Z) and is incorporated herein by reference.”

Item 12. Exhibits.

<u>Exhibit</u>	<u>Exhibit Name</u>
(a)(5)(Y)	Press Release issued December 14, 2010
(a)(5)(Z)	Consent Decree and Hold Separate Stipulation

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

L.B. FOSTER COMPANY

Date: December 14, 2010

By: /s/ David Russo

Name: David Russo

Title: Senior Vice President, Chief Financial Officer and
Treasurer

FOSTER THOMAS COMPANY

Date: December 14, 2010

By: /s/ David Russo

Name: David Russo

Title: Senior Vice President, Chief Financial Officer and
Treasurer

<u>Exhibit</u>	<u>Exhibit Name</u>
(a)(5)(Y)	Press Release issued December 14, 2010
(a)(5)(Z)	Consent Decree and Hold Separate Stipulation

L.B. Foster Company and Portec Rail Products, Inc. Announce Agreement with Department of Justice and Filing of Consent Decree

Pittsburgh, December 14, 2010 — L.B. Foster Company (“L.B. Foster”, NASDAQ: FSTR) and Portec Rail Products, Inc. (“Portec”, NASDAQ: PRPX) today announced that the Department of Justice (“DOJ”) has issued their final approval of and entered into an agreement with L.B. Foster and Portec relating to L.B. Foster’s acquisition of Portec and the sale of certain assets related to Portec’s rail joint business primarily located at Portec’s Huntington, WV plant. The DOJ has filed the agreement together with related papers in federal district court. The signing of an Asset Purchase Agreement relating to this sale was announced on December 9, 2010.

Commenting on the DOJ approval, Stan L. Hasselbusch, President and CEO of L.B. Foster said, “We thank the DOJ for their expeditious approval and their cooperation with us throughout this entire process.”

L.B. Foster will be able to close the tender offer and acquire Portec following judicial approval of this agreement which will satisfy the antitrust condition in the tender offer, assuming all of the other conditions to the tender offer are satisfied.

About Portec Rail Products, Inc.

Established in 1906, Portec serves both domestic and international rail markets by manufacturing, supplying and distributing a broad range of rail products, rail anchors, rail spikes, railway friction management products and systems, rail joints, railway wayside data collection and data management systems and freight car securement systems. Portec also manufactures material handling equipment for industries outside the rail transportation sector through its United Kingdom operation. Portec operates through its four global business segments: Railway Maintenance Products (Salient Systems), Shipping Systems, Portec Rail Nova Scotia Company in Canada (Kelsan friction management, rail anchor and spike products), and Portec Rail Products, Ltd. in the UK (material handling and Coronet Rail products). Portec Rail Products is headquartered in Pittsburgh, PA.

About L.B. Foster Company

L.B. Foster is a leading manufacturer, fabricator and distributor of products and services for the rail, construction, energy and utility markets with approximately 30 locations throughout the United States. The Company was founded in 1902 and is headquartered in Pittsburgh, PA. Please visit our Website: www.lbfoster.com.

Forward-Looking Statements

This press release contains “forward-looking statements”. Such statements include, but are not limited to, statements about the anticipated timing of the closing of the transaction involving L.B. Foster and Portec and the expected benefits of the transaction, including potential synergies and cost savings, future financial and operating results, and the combined company’s plans and objectives. In addition, statements made in this communication about anticipated financial results, future operational improvements and results or regulatory approvals are also forward-looking statements. These statements are based on current expectations of future events. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, actual results could vary materially from L.B. Foster’s and Portec’s expectations.

Risks and uncertainties include the satisfaction of closing conditions for the acquisition; the tender of sixty-five percent of the outstanding shares of common stock of Portec Rail Products, Inc., calculated on a fully diluted basis; the possibility that the transaction will not be completed; the potential that market segment growth will not follow historical patterns; general industry conditions and competition; business and economic conditions, such as interest rate and currency exchange rate fluctuations; technological advances and patents attained by competitors; and domestic and foreign governmental laws and regulations. L.B. Foster can give no assurance that any of the transactions related to the tender offer will be completed or that the conditions to the tender offer and the merger will be satisfied. A further list and description of additional business risks, uncertainties and other factors can be found in Portec's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, as well as other Portec SEC filings and in L.B. Foster's Annual Report on Form 10-K for the fiscal year ended December 31, 2009 as well as other L.B. Foster SEC filings. Copies of these filings, as well as subsequent filings, are available online at www.sec.gov, www.portecrail.com and www.lbfoster.com. Many of the factors that will determine the outcome of the subject matter of this communication are beyond L.B. Foster's or Portec's ability to control or predict. Neither L.B. Foster nor Portec undertakes to update any forward-looking statements as a result of new information or future events or developments.

Important Additional Information

The tender offer (the "Offer") described in this press release for all of the outstanding shares of common stock of Portec has been made pursuant to a Tender Offer Statement on Schedule TO, containing an offer to purchase, a letter of transmittal and other documents relating to the Offer (the "Tender Offer Documents"), which L.B. Foster and Foster Thomas Company, a wholly-owned subsidiary of L.B. Foster, filed with the Securities and Exchange Commission (the "SEC") and first mailed to Portec stockholders on February 26, 2010. Also on February 26, 2010, Portec filed with the SEC a related Solicitation/Recommendation Statement on Schedule 14D-9, which was amended and restated in its entirety by Amendment No. 9 to the Solicitation/Recommendation Statement on Schedule 14D-9 that Portec filed with the SEC on May 18, 2010 (the "Solicitation/Recommendation Statement"). This press release is for informational purposes only and does not constitute an offer to purchase shares of common stock of Portec, nor is it a substitute for the Tender Offer Documents. **Portec stockholders are strongly advised to read the Tender Offer Documents, the Solicitation/Recommendation Statement and other relevant materials as they become available, because they contain important information about the Offer that should be read carefully before any decision is made with respect to the Offer.**

Portec stockholders can obtain copies of these materials (and all other related documents filed with the SEC), when available, at no charge on the SEC's website at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the Tender Offer Documents by mailing a request to: Jeff Kondis, Manager, Corporate Marketing, L.B. Foster Company, 415 Holiday Drive, Pittsburgh, PA 15220, or by email to: jkondis@lbfosterco.com, and free copies of the Solicitation/Recommendation Statement by mailing a request to: John N. Pesarsick, Chief Financial Officer, Portec Rail Products, Inc., 900 Old Freeport Road, Pittsburgh, PA 15238, or by email to: jpesarsick@portecrail.com. Investors and Portec stockholders may also read and copy any reports, statements and other information filed by L.B. Foster or Portec with the SEC, at the SEC public reference room at 100 F Street, N.E., Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 or visit the SEC's website for further information on its public reference room.

Contact Information: David Russo (412) 928-3450
drusso@lbfosterco.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

Plaintiff

v.

L.B. FOSTER COMPANY

and

PORTEC RAIL PRODUCTS, INC.

Defendants

HOLD SEPARATE STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. DEFINITIONS

As used in this Hold Separate Stipulation and Order:

A. "Acquirer" means Koppers, the entity to which Defendants shall divest the Divestiture Assets.

B. "Foster" means defendant L.B. Foster Company, a Pennsylvania corporation headquartered in Pittsburgh, Pennsylvania, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

C. "Portec" means defendant Portec Rail Products, Inc., a West Virginia corporation headquartered in Pittsburgh, Pennsylvania, its successors and assigns, and its subsidiaries,

divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

D. "Koppers" means Koppers, Inc., a Pennsylvania corporation headquartered in Pittsburgh, Pennsylvania, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

E. "Divested Portec Product Lines" means Portec's bonded insulated rail joints (assemblies and kits), polyurethane-coated insulated rail joints, end posts, polyurethane-coated gauge and tie plates, fiberglass (CyPly) joint kits, plastic insulation, standard rail joints, compromise and transitional rail joints, and Weldmate joint bars, but excluding Coronet rail joints and end posts manufactured by Coronet Rail Limited.

F. "Divestiture Assets" means:

(1) Portec's facility located at 900 9th Avenue W, Huntington, West Virginia (the "Huntington Facility"), including all equipment located in and around the Huntington Facility that is used in connection with the Divested Portec Product Lines;

(2) All tangible assets that are used for any of the Divested Portec Product Lines, including research and development activities; all manufacturing equipment, tooling and fixed assets, personal property, inventory, office furniture, materials, supplies, and other tangible property and all assets used in connection with any of the Divested Portec Product Lines; all licenses, permits and authorizations issued by any governmental organization relating to any of the Divested Portec Product Lines; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings, relating to any of the Divested Portec Product

Lines, including supply agreements; all customer lists, contracts, accounts, and credit records; all repair and performance records and all other records relating to any of the Divested Portec Product Lines;

(3) All intangible assets used in the design, development, production, marketing, servicing, distribution, and/or sale of any of the Divested Portec Product Lines, including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, all marketing and sales data relating to any of the Divested Portec Product Lines, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information Portec provides to its own employees, customers, suppliers, agents or licensees, and all research data concerning historic and current research and development efforts relating to any of the Divested Portec Product Lines, including, but not limited to, designs of experiments, and the results of successful and unsuccessful designs and experiments; and

(4) The Divestiture Assets exclude the trademark, trade name, service mark, or service name "Portec."

G. Transaction" means Foster's acceptance for payment of at least 65 percent of the Fully Diluted Number of Company Shares of Portec, as defined in the Agreement and Plan of Merger dated February 16, 2010, between L.B. Foster Company, Foster Thomas Company, and Portec Rail Products, Inc.

II. OBJECTIVES

The Final Judgment filed in this case is meant to ensure Defendants' prompt divestiture of the Divestiture Assets to the Acquirer for the purpose of establishing an independent and economically-viable competitor in the business of the design, development, production, marketing, servicing, distribution, and sale of bonded insulated rail joints and polyurethane-coated insulated rail joints in order to remedy the effects that the United States alleges would otherwise result from Foster's acquisition of Portec. This Hold Separate Stipulation and Order ensures, prior to such divestiture, that the Divestiture Assets remain independent, economically viable, and ongoing business concerns that will remain independent and uninfluenced by Foster, and that competition is maintained during the pendency of the ordered divestiture.

III. JURISDICTION AND VENUE

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia.

IV. COMPLIANCE WITH AND ENTRY OF FINAL JUDGMENT

A. The parties stipulate that a Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. § 16), and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the Court.

B. Defendants agree to arrange, at their expense, publication as quickly as possible of the newspaper notice required by the Antitrust Procedures and Penalties Act. The publication shall be arranged no later than five (5) calendar days after Defendants' receipt from the United States of the text of the notice and identity of the newspaper within which the publication shall be made. Defendants shall promptly send to the United States: (1) confirmation that publication of the newspaper notice has been arranged; and (2) the certification of the publication prepared by the newspaper within which the notice was published.

C. Defendants shall abide by and comply with the provisions of the proposed Final Judgment, pending the entry of the Final Judgment by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Hold Separate Stipulation and Order by the parties, comply with all the terms and provisions of the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

D. Defendants shall not consummate the Transaction before the Court has signed this Hold Separate Stipulation and Order.

E. This Hold Separate Stipulation and Order shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

F. In the event: (1) the United States has withdrawn its consent, as provided in Section IV(A), above; or (2) the proposed Final Judgment is not entered pursuant to this Hold Separate Stipulation and Order, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued

compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Hold Separate Stipulation and Order, and the making of this stipulation shall be without prejudice to any party in this or any other proceeding.

G. Defendants represent that the divestiture ordered in the proposed Final Judgment can and will be made, and that Defendants will later raise no claim of mistake, hardship, or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. HOLD SEPARATE PROVISIONS

Until the Divestiture Assets are sold to the Acquirer in accordance with the terms of the Final Judgment:

A. Each Defendant shall preserve, maintain, and continue to operate its own assets as an independent, ongoing, economically viable competitive business, with management, sales, and operations of its assets held entirely separate, distinct, and apart from the other Defendant's operations. Each Defendant shall not coordinate its production, marketing, or terms of sale of any of its products with those produced or sold by the other Defendant.

B. Defendants shall maintain and operate the Divestiture Assets in such a manner to ensure that Portec is an independent, ongoing, economically viable, and active competitor in the markets for all products in the Divested Portec Product Lines. Defendants shall take all steps necessary to ensure that management of Portec's assets will not be influenced by Foster and that Portec's books, records, competitively sensitive sales, marketing, and pricing information, and decision making will be kept separate and apart from Foster's operations.

C. Defendants shall use all reasonable efforts to maintain and increase the sales and revenues of all products within the Divested Portec Product Lines, and shall maintain at 2010 or previously approved levels for 2011, whichever are higher, all promotional, advertising, sales, technical assistance, marketing, and merchandising support for all products within the Divested Portec Product Lines.

D. Defendants shall provide sufficient working capital and lines and sources of credit to continue to maintain Portec as an economically viable and competitive, ongoing business, consistent with the requirements of Sections V(A) and (B).

E. Defendants shall take all steps necessary to ensure that the Divestiture Assets are fully maintained in operable condition at no less than current capacity and sales, and shall maintain and adhere to normal repair and maintenance schedules for the Divestiture Assets.

F. Defendants shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of the Divestiture Assets.

G. Defendants shall maintain, in accordance with sound accounting principles, separate, accurate, and complete financial ledgers, books, and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of Portec's assets.

H. Defendants shall take no action that would jeopardize, delay, or impede the sale or use of the Divestiture Assets.

I. Portec employees with responsibility for the design, development, production, marketing, servicing, distribution and/or sale of all products within the Divested Portec Product

Lines or the operation and maintenance of the Divestiture Assets shall not be transferred or reassigned to other areas within Foster or Portec except for transfer bids initiated by employees pursuant to Defendants' regular, established job posting policy. Defendants shall notify the United States immediately of such transfer.

J. Defendants shall appoint, subject to the approval of the United States, a person or persons to oversee the Divestiture Assets, and who will be responsible for Defendants' compliance with this Section. This person shall have complete managerial responsibility for the Divestiture Assets, subject to the provisions of the proposed Final Judgment.

VI. DURATION OF HOLD SEPARATE OBLIGATIONS

Defendants' obligations under Section V of this Hold Separate Stipulation and Order shall remain in effect until: (1) consummation of the sale of the Divestiture Assets to the Acquirer; or (2) further order of the Court. If the United States voluntarily dismisses the Complaint in this matter, Defendants are released from all further obligations under this Hold Separate Stipulation and Order.

Respectfully submitted:

FOR PLAINTIFF
UNITED STATES OF AMERICA

/s/ Christine A. Hill

Christine A. Hill (D.C. Bar No. 461048)
United States Department of Justice
Antitrust Division, Litigation II Section
450 Fifth Street, N.W.
Suite 8700
Washington, D.C. 20530
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FOR DEFENDANT
L.B. FOSTER COMPANY

/s/ John H. Korn

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FOR DEFENDANT
PORTEC RAIL PRODUCTS, INC.

/s/ Timothy M. Walsh

Timothy M. Walsh (D.C. Bar No. 269753)
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1330 Connecticut Avenue, N.W.
Washington, D.C. 20036
(202) 429-3000
twalsh@steptoe.com

Dated: December 14, 2010

ORDER

IT IS SO ORDERED by the Court, this ____ day of _____, 2010.

United States District Judge

CERTIFICATE OF SERVICE

I, Christine A. Hill, hereby certify that on December 14, 2010, I caused a copy of the foregoing Hold Separate Stipulation and Order to be served upon Defendants L.B. Foster Company and Portec Rail Products, Inc. by mailing the documents electronically to the duly authorized legal representatives of Defendants as follows:

Counsel for LB. Foster Company:

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Counsel for Portec Rail Products, Inc.:

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/s/ Christine A. Hill, Esquire

Christine A. Hill, Esquire
United States Department of Justice
Antitrust Division, Litigation II Section
450 Fifth Street, N.W., Suite 8700
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(202) 305-2738

UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

Plaintiff

v.

L.B. FOSTER COMPANY

and

PORTEC RAIL PRODUCTS, INC.

Defendants

PROPOSED FINAL JUDGMENT

WHEREAS, Plaintiff United States of America ("United States") filed its Complaint on December 14, 2010, the United States and Defendants L.B. Foster Company and Portec Rail Products, Inc., by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, Defendants agree to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the essence of this Final Judgment is the prompt and certain divestiture of certain rights or assets by Defendants to assure that competition is not substantially lessened;

AND WHEREAS, the United States requires Defendants to make certain divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants have represented to the United States that the divestitures required below can and will be made and that Defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

This Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II. DEFINITIONS

As used in this Final Judgment:

A. “Acquirer” means Koppers, the entity to which Defendants shall divest the Divestiture Assets.

B. “Foster” means Defendant L.B. Foster Company, a Pennsylvania corporation headquartered in Pittsburgh, Pennsylvania, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

C. “Portec” means Defendant Portec Rail Products, Inc., a West Virginia corporation headquartered in Pittsburgh, Pennsylvania, its successors and assigns, and its subsidiaries,

divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

D. "Koppers" means Koppers Inc., a Pennsylvania corporation headquartered in Pittsburgh, Pennsylvania, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

E. "Divested Portec Product Lines" means Portec's bonded insulated rail joints (assemblies and kits), polyurethane-coated insulated rail joints, end posts, polyurethane-coated gauge and tie plates, fiberglass (CyPly) joint kits, plastic insulation, standard rail joints, compromise and transitional rail joints, and Weldmate joint bars, but excluding Coronet rail joints and end posts manufactured by Coronet Rail Limited.

F. "Divestiture Assets" means:

(1) Portec's facility located at 900 9th Avenue W, Huntington, West Virginia (the "Huntington Facility"), including all equipment located in and around the Huntington Facility that is used in connection with the Divested Portec Product Lines;

(2) All tangible assets that are used for any of the Divested Portec Product Lines, including research and development activities; all manufacturing equipment, tooling and fixed assets, personal property, inventory, office furniture, materials, supplies, and other tangible property and all assets used in connection with any of the Divested Portec Product Lines; all licenses, permits and authorizations issued by any governmental organization relating to any of the Divested Portec Product Lines; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings, relating to any of the Divested Portec Product

Lines, including supply agreements; all customer lists, contracts, accounts, and credit records; all repair and performance records and all other records relating to any of the Divested Portec Product Lines;

(3) All intangible assets used in the design, development, production, marketing, servicing, distribution, and/or sale of any of the Divested Portec Product Lines, including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, all marketing and sales data relating to any of the Divested Portec Product Lines, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information Portec provides to its own employees, customers, suppliers, agents or licensees, and all research data concerning historic and current research and development efforts relating to any of the Divested Portec Product Lines, including, but not limited to, designs of experiments, and the results of successful and unsuccessful designs and experiments; and

(4) The Divestiture Assets exclude the trademark, trade name, service mark, or service name "Portec."

G. "Friction Management Products" means wayside gauge-face lubrication systems, top-of-rail lubrication systems, and any other system or equipment used to lubricate rail.

H. "Transaction" means Foster's acceptance for payment of at least 65 percent of the Fully Diluted Number of Company Shares of Portec, as defined in the Agreement and Plan of

Merger dated February 16, 2010, between L.B. Foster Company, Foster Thomas Company, and Portec Rail Products, Inc.

III. APPLICABILITY

This Final Judgment applies to Foster and Portec, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV. DIVESTITURES

A. Defendants are ordered and directed, within ten (10) calendar days after the Court signs the Hold Separate Stipulation and Order in this matter, to divest the Divestiture Assets to the Acquirer in a manner consistent with this Final Judgment.

B. Defendants will not interfere with any negotiations by the Acquirer to employ any current or former Portec employee who is responsible in any way for the design, development, production, marketing, servicing, distribution, and/or sale of any of the Divested Portec Product Lines. Interference with respect to this paragraph includes, but is not limited to, enforcement of non-compete clauses and offers to increase salary or other benefits apart from those offered company-wide. In addition, for each employee who elects employment by the Acquirer, Defendants shall vest all unvested pension and other equity rights of that employee and provide all benefits to which the employee would have been entitled if terminated without cause.

C. Defendants shall warrant to the Acquirer that each asset will be operational on the date of sale.

D. Defendants shall not take any action that will impede in any way the permitting, operation, use, or divestiture of the Divestiture Assets.

E. Defendants shall warrant to the Acquirer that there are no material defects in the environmental, zoning or other permits pertaining to the operation of each asset, and that following the sale of the Divestiture Assets, Defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets.

F. Defendants shall be permitted to occupy, under sublease to the Acquirer or other arrangement, for a period of sixty (60) days from the date the Transaction is closed, that portion of the Huntington Facility that is not currently being used to manufacture any of the Divested Portec Product Lines.

G. Defendants shall divest Portec's entire business relating to each of the Divested Portec Product Lines and will not manufacture any products using any intangible assets divested pursuant to paragraph II(F)(3) of this Final Judgment.

H. Defendants shall, as soon as possible, but within one business day after completion of the relevant event, notify the United States of: (1) the effective date of the Transaction; and (2) the effective date of the sale of the Divestiture Assets to the Acquirer.

I. Unless the United States otherwise consents in writing, the divestiture pursuant to Section IV of this Final Judgment, shall include the entire Divestiture Assets, and shall be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be used by the Acquirer as part of a viable, ongoing business involved in the design, development, production, marketing, servicing, distribution, and sale of the Divested Portec Product Lines, that the Divestiture Assets will remain viable, and the

divestiture of such assets will remedy the competitive harm alleged in the Complaint. The divestitures shall be:

(1) made to an Acquirer that, in the United States's sole judgment, has the intent and capability (including the necessary managerial, operational, technical and financial capability) of competing effectively in the design, development, production, marketing, servicing, distribution, and sale of the Divested Portec Product Lines; and

(2) accomplished so as to satisfy the United States, in its sole discretion, that none of the terms of any agreement between the Acquirer and Defendants give Defendants the ability unreasonably to raise the Acquirer's costs, to lower the Acquirer's efficiency, or otherwise to interfere in the ability of the Acquirer to compete effectively.

V. FINANCING

Defendants shall not finance all or any part of any purchase made pursuant to Section IV of this Final Judgment.

VI. HOLD SEPARATE

Until the divestiture required by this Final Judgment have been accomplished, Defendants shall take all steps necessary to comply with the Hold Separate Stipulation and Order entered by this Court. Defendants shall take no action that would jeopardize the divestitures ordered by this Court.

VII. COMPLIANCE INSPECTION

A. For the purposes of determining or securing compliance with this Final Judgment, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time authorized representatives of the United States Department of Justice Antitrust Division, including consultants and other persons retained by the United States, shall, upon written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to Defendants, be permitted:

(1) access during Defendants' office hours to inspect and copy, or at the option of the United States, to require Defendants to provide hard copy or electronic copies of, all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Defendants, relating to any matters contained in this Final Judgment; and

(2) to interview, either informally or on the record, Defendants' officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, Defendants shall submit written reports or responses to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this Section shall be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If, at the time information or documents are furnished by Defendants to the United States, Defendants represent and identify in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure," then the United States shall give Defendants ten (10) calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

VIII. NOTIFICATION

Unless such transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the "HSR Act"), during the term of this Final Judgment, Defendants, without providing advance notification to the Antitrust Division, shall not directly or indirectly: (a) acquire any assets of or any interest (including, but not limited to, any financial, security, loan, equity, or management interest) in, any company in the business of designing, developing, producing, marketing, servicing, distributing, and/or selling bonded insulated rail joints and/or polyurethane-coated insulated rail joints, or any company in the business of producing, marketing, distributing, and/or selling Friction Management Products; or (b) enter into any

relationship with another company that involves the distribution of Friction Management Products in North America.

Such notification shall be provided to the Antitrust Division in the same format as, and per the instructions relating to the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended, except that the information requested in Items 5 through 9 of the instructions must be provided only about bonded insulated rail joints, polyurethane-coated insulated rail joints, and Friction Management Products. Notification shall be provided at least thirty (30) calendar days prior to acquiring any such interest, and shall include, beyond what may be required by the applicable instructions, the names of the principal representatives of the parties to the agreement who negotiated the agreement, and any management or strategic plans discussing the proposed transaction. If within the 30-day period after notification, representatives of the Antitrust Division make a written request for additional information, Defendants shall not consummate the proposed transaction or agreement until thirty (30) calendar days after submitting all such additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated there under. This Section shall be broadly construed and any ambiguity or uncertainty regarding the filing of notice under this Section shall be resolved in favor of filing notice.

IX. NO REACQUISITION

Defendants may not reacquire any part of the Divestiture Assets during the term of this Final Judgment.

X. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XI. EXPIRATION OF FINAL JUDGMENT

Unless this Court grants an extension, this Final Judgment shall expire ten (10) years from the date of its entry.

XII. PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including making copies available to the public of this Final Judgment, the Competitive Impact Statement, and any comments thereon and the United States’s responses to comments. Based upon the record before the Court, which includes the Competitive Impact Statement and any comments and responses to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: _____

Court approval subject to procedures
of Antitrust Procedures and Penalties
Act, 15 U.S.C. § 16

United States District Judge