

State of New York :  
                  :            ss.  
County of Nassau :

I hereby certify that I have examined the attached lease agreement between Granite Equipment Leasing Corp. ("Lessor") and the Reading Company ("Lessee"), and I have found it to be a complete copy of the original in all respects, including the dates, signatures, and acknowledgments.

October 8, 1970

**THEODORE BOWEN**  
NOTARY PUBLIC, State of New York  
N.Y. No. 337455  
Qualified in Nassau County  
Cert. Exp. 12/31/71  
Term Expires 12/31/71

RECORDATION NO. 5846 Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

RIDER TO MASTER LEASE AGREEMENT  
DATED JANUARY 30, 1970 BETWEEN  
GRANITE EQUIPMENT LEASING CORP., AS LESSOR,  
AND READING COMPANY, AS LESSEE

PARAGRAPH 18

Lessee shall at its own expense keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or the amount of the depreciated value of the Equipment, using straight line depreciation for the estimated life of the Equipment as shown on the respective Schedules of Equipment annexed hereto, whichever is higher, provided that no such insurance need be carried for an item of Equipment having an insurable interest of less than \$3,000.00. If any Equipment is lost, stolen, destroyed or damaged, in all or in part, Lessee at its option and at its expense, shall within thirty (30) days: (i) place the same in good repair, condition and working order; or (ii) replace the same with like Equipment in good repair, condition or working order and deliver to Lessor a bill of sale covering the replaced equipment; or (iii) pay Lessor in cash 110% of the cost of such equipment as set forth in the appropriate Schedule of Equipment as and for liquidated damages for the loss or destruction thereof, less a credit for unearned lease charges equal to the percentage of rentals paid by Lessee for such item or items of Equipment to the date of loss or destruction as set forth in the following table (with interpolation where applicable):

<u>NUMBER OF PAYMENTS</u>	<u>PERCENTAGE</u>
0	0%
12	35%
24	40%
36	45%
48	50%
60	55%
72	60%
84	65%

Upon such payment this lease shall terminate as to the items of Equipment which have been lost, stolen, destroyed or damaged and the rental payable under this lease for the remaining items of leased Equipment shall be reduced in direct proportion to the relationship between the cost of the Equipment so lost, stolen, destroyed or damaged and the total cost of all of the Equipment covered by the same Schedule or Schedules of Equipment.

PARAGRAPH 19

Policies providing coverage against liability for bodily injury and property damage shall provide for coverage in the same amounts for which Lessee insures its other operations from time to time during the term of this lease (which is currently for claims in excess of \$200,000.00).

PARAGRAPH 20

Nothing contained in this lease shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to (a) Manufacturers Hanover Trust Company, as successor to Central Union Trust Company of New York, as mortgagee under a Mortgage and Deed of Trust made by Lessee on January 2, 1924, as amended and supplemented, and/or to (b) any corporation (which shall have duly assumed the obligations of the Lessee hereunder) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the railroad property of the Lessee as an entirety or substantially as an entirety, provided that in the case of any such assignment or transfer Lessee shall give Lessor no less than thirty (30) days prior written notice thereof (and the new location, if any, for the Equipment, which shall in any event remain within the continental limits of the United States, excluding Alaska) and provided that Lessee shall nevertheless remain fully liable hereunder.

PARAGRAPH 21

Unless Lessee otherwise consents, from and after any assignment by Lessor as security for any of its indebtedness all rentals and other payments made hereunder shall be paid by the Lessee to such assignee for the account of the Lessor, with instructions to apply all such rentals and other payments forthwith to the satisfaction of the obligations of the Lessor secured by such assignment accrued at the time such payments are due hereunder, and any balance may be paid by such assignee to the Lessor.

PARAGRAPH 22

Anything contained in Paragraph 13 to the contrary notwithstanding, Lessee shall be given reasonable notice of the time and place of any public sale, and any private sale shall be subject to the right of Lessee to purchase or provide a purchaser, within ten (10) days after notice of the proposed selling price, at the same price offered by the intended purchaser at the private sale, or a better price.

READING COMPANY

By *[Signature]*  
Vice President

GRANITE EQUIPMENT LEASING CORP.

By *[Signature]* V.P.



**GRANITE**

**MASTER LEASE AGREEMENT**

LEASE, made in the State of New York, on January 30, 1970, between GRANITE EQUIPMENT LEASING CORPORATION, a New York Corporation, with its office at 500 Old Country Road, Garden City, New York 11530, herein called the "Lessor," and Reading Company, a Pennsylvania

corporation with its office at 12th and Market Streets, Philadelphia, Pa., 19107 herein called the "Lessee," wherein it is agreed as follows:

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment (Equipment) described in the schedules hereto annexed, marked "Exhibit A-1 (Schedule of Equipment)" made a part hereof, and all such schedules hereafter executed by the parties hereto, and made a part hereof by reference to this lease.

2. Lessor has not made and does not make any representation, warranty or covenant, express or implied, with respect to the merchantability, fitness, condition, quality or durability of any item of Equipment for Lessee's purposes, or any other representation, warranty, or covenant, express or implied, with respect to the leased Equipment or any part thereof; Lessee hereby disclaiming any and all liability of Lessor with respect thereto. Lessor shall not be liable or responsible to Lessee for any damage, defect, failure to meet specifications, late delivery, failure to deliver or shortage in respect to any item leased hereunder, or for failure of the supplier to properly install or assemble any item, or for the failure of the supplier thereof for any reason whatsoever, to comply with the terms of the purchase order. Lessee agrees to look only to such supplier and/or to any carrier of the item in respect thereto. Lessee agrees that Lessor shall not be liable or responsible to Lessee for any claim, loss, damage, liability or expense of any kind or nature caused, directly or indirectly, by the leased equipment or any part thereof, or the inadequacy thereof for any purpose, or any defect or deficiency therein, or the use, operation, or storage thereof, or the interruption or loss of the service or use thereof, or arising from any other reason or cause whatsoever relating to or concerning the leased equipment, or any part thereof.

3. The lease of and rent for the leased Equipment shall commence on the day, and shall continue for the period specified as the "term" in the Schedule covering such leased Equipment. The rent for the leased Equipment shall be the "Rent" specified in the Schedule covering such leased equipment. Rental shall be payable monthly in advance, as indicated in the respective Schedule attached hereto.

4. (A) When Lessor orders the Equipment leased hereunder from the Supplier thereof for delivery to Lessee by the Supplier, such order shall be on Lessor's purchase order form or that of the Supplier, as Lessor may see fit, which purchase order may contain such terms, conditions and provisions not inconsistent with the description of the Equipment set forth in Paragraph # 1 or Exhibit "A" hereof, or with such special delivery instructions or other special terms or conditions, if any, as are set forth therein, as Lessor in its sole discretion may see fit to embody therein. Unless otherwise directed by Lessee in writing or herein, delivery of such items may be made in such manner as Lessor, in its discretion, may elect. The date of the delivery of the Equipment as evidenced by the truck trip ticket date, bill of lading or other receipt issued by the carrier shall evidence the commencement of the term of this hiring unless otherwise specified. The Lessee shall pay all transportation charges connected with the shipment of this Equipment to the Lessee and shall, upon the expiration of the term of this lease, ship all of the Equipment (a) by delivering such item at Lessee's expense to such place as Lessor shall specify within the city or county in which the same is then permanently located, or (b) by loading such item at Lessee's expense on board such carrier as Lessor shall specify and shipping the same, freight collect, to destination designated by Lessor. At the end and/or termination of this lease, the Lessee shall surrender such Equipment to the Lessor in good order and condition, reasonable wear and tear resulting from its proper use alone ~~except~~ **excepted:**

(B) If Lessee refuses delivery of any item of Equipment for any reason whatsoever, then and in that event, Lessee agrees to pay the price invoiced to the Lessor by the supplier thereof, or if such payment is not made, Lessee does indemnify and hold Lessor harmless from, and agrees to protect and defend Lessor at Lessee's expense against any claim of liability and damage by supplier with reference to such item. Upon such payment, this lease shall terminate as to said item of Equipment only, and the rental hereunder shall be proportionately adjusted. The purchase order may, at Lessor's option, provide in substance that if Lessee shall refuse to accept delivery of any item ordered, Lessor shall be deemed relieved of any liability under such purchase order and that all obligations thereunder shall, upon such refusal, be deemed solely those of Lessee, with the same force and effect as if Lessee, instead of Lessor, had placed such order; and Lessee hereby agrees in such event, to be bound by such provision. Lessor shall not be responsible for the failure of the purchase order to contain any description, specification, term or condition with respect to any item leased hereunder, or its delivery, assembly or installation, not set forth herein or in Exhibit "A" hereof.

5. Equipment leased hereunder shall be located and used at various locations in Pennsylvania, New Jersey and Delaware

unless Lessor shall consent in writing to the removal to a different location. The Lessee agrees to furnish Lessor, when required, with a landlord's waiver of distraint for rent and consent to remove all of the Equipment if any of the above Equipment is affixed or to be affixed to realty during the rental period, such release to be furnished prior to such affixation. Notwithstanding anything hereinabove contained, the Equipment shall remain the personal property of the Lessor. Lessee acknowledges that the Equipment covered by this lease is owned by the Lessor, and such title shall remain in the Lessor at all times. The Lessee shall give the Lessor immediate notice in the event that any of said Equipment is levied upon or is about to become liable or is threatened with seizure, and the Lessee shall indemnify the Lessor against all loss and damages caused by such action. Upon the expiration of this lease or termination for any reason whatsoever, the Lessor shall have the right and privilege to remove its Equipment, in whole or in part, without liability therefor.

6. The parties hereto agree that this lease is a net lease, and that Lessee shall pay, without notice or demand, the rent reserved under paragraph # "3" hereof, and all other sums payable under any other provision of this lease, as and when the same shall be due and payable; and Lessee further agrees that it shall pay promptly all costs, expenses and obligations of every kind and nature relating to the Equipment which may arise or become due during the term of this lease, whether or not specifically mentioned herein. No such rental or other sums payable by Lessee pursuant to this lease shall be subject to set-off, deduction, counterclaim or abatement, nor shall this lease terminate, nor shall Lessee be entitled to any credit against such rental or other sums, for any reason whatsoever, including but not in any way limited to any damage to or destruction of the Equipment or any item thereof, any limitation, restriction, deprivation or prevention of, or any interference with, Lessee's use of the Equipment or any item thereof, whether the same shall be lawful or unlawful; any dispossession of Lessee from the Equipment or any item thereof by title paramount or otherwise; the requisition or taking by statute or by exercise of the power of eminent domain or other governmental authority or otherwise, or by injunction or by any private person, of the Equipment or any item thereof; the prohibition of Lessee's business, in whole or in part, whether pursuant to law or otherwise; or any reason whether similar or dissimilar to the foregoing. Lessee shall be entitled to the possession and use of the Equipment during the term of and pursuant to the provisions of this lease so long as no event of default has occurred.

7. Lessee will attach to or maintain on each item leased hereunder a stencil or plaque to protect and show the interest of Lessor in and to such item. Lessee shall, at its own expense, keep the leased Equipment in first-class operating condition. The Lessee agrees to use the leased Equipment only in a careful manner. The Lessee shall obtain from the supplier and shall pay therefore, all duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing or renewing the leased Equipment and the same shall become part of the leased Equipment. Lessee shall not otherwise make or allow to be made any addition, subtraction or alternation to, from or in the leased Equipment without the written consent of Lessor, but Lessor shall not be responsible for delay in providing, or for failure to provide any such item or items.

8. (A) No loss or damage to the Equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee shall, at its own expense, keep the Equipment insured against all risks of loss or damage from ~~every cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then fair market value of said Equipment, whichever is higher. If any Equipment is determined by Lessor to be lost, stolen, destroyed or damaged in whole or in part, Lessee at its option and at its expense, shall within thirty (30) days; (i) place the same in good repair condition and working order, or (ii) replace the same with like Equipment in good repair, condition or working order and deliver to Lessor a bill of sale covering the replaced Equipment; or (iii) pay Lessor in cash the total rental for the remaining term of this lease, prorated to such loss, stolen, destroyed or damaged Equipment, plus 10% of the value of said items so determined, and for liquidated damages for the loss or destruction thereof, and in such event this lease shall thereupon terminate as to such items of Equipment only and the rental payable under this lease for the remaining leased Equipment shall be reduced in direct proportion to the relationship between the cost of the Equipment so lost, stolen, destroyed or damaged and the total cost of all leased Equipment owned by the Lessor.~~

(B) Lessee shall, at its own expense, carry public liability and property damage insurance covering the Equipment. Lessee providing coverage against bodily injury and property damage shall provide for not less than \$100,000.00 insurance for injury to or death of one person and, subject to that limit for each person, a total liability of \$200,000.00 for all persons injured or killed in the same accident and \$25,000.00 property damage or such higher limits as Lessor may require. SEE RIDER PARAGRAPH 19

(C) All said insurance shall be in form and with companies approved by Lessor, and shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver said policies to Lessor. Each insurer shall agree by endorsement upon the policy or policies issued by it or its independent instrument furnished to Lessor, that it will give Lessor ten (10) days' written notice before the policy in question shall be altered or cancelled. The proceeds of such insurance, other than liability insurance, at the option of Lessee, shall be applied (a) toward the replacement, restoration or repair of the Equipment, or (b) toward payment of the obligations of Lessee hereunder. Lessee assigns to Lessor all moneys which may become due under any policy covering the equipment, and directs the insurance company to make payment directly to Lessor or its assignee. Lessee hereby appoints Lessor or its assignee as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any said insurance policy;

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\* or appropriate certificates evidencing the coverage of said policies

(D) If Lessee fails to secure, maintain and pay for such insurance coverage, and furnish Lessor with evidence satisfactory to it of such insurance coverage having been obtained, maintained and paid for by Lessee, such failure on Lessee's part shall constitute an event of immediate default;

(E) Lessee assumes all risks and liability, whether or not covered by insurance, for loss or damage to the Equipment and for injuries or deaths of persons and damage to property, howsoever arising from or incident to the use, operation or storage of the items leased hereunder, whether such injury or death to persons be of agents or employees of the Lessee or of third parties, and whether such damage to property be of Lessee or of others. Lessee agrees to indemnify, save and hold Lessor harmless from all losses, damages, claims, penalties and expenses including attorneys' fees, however arising or incurred because of or incident to any item or the real or alleged use, operation or storage thereof.

9. Lessee agrees to grant and provide Lessor and/or its representatives free access to premises at all times during the process of delivery and/or removal of Equipment. Employees of the Lessor shall have access to and may inspect said Equipment at all times, and at any location, during the lease period. Lessee agrees, whenever requested by Lessor, to give Lessor the exact location of all Equipment covered by this lease, if removed to any other location than as stated herein.

10. Lessee shall pay all taxes of every kind and nature imposed or levied by any taxing authority in connection with the ownership of the Equipment by Lessor, the leasing, use, possession and operation of Equipment and payment of rentals therefor, including but not limited to, all federal, state and local taxes and other governmental charges, however designated, levied or assessed upon the Lessee and Lessor or either of them or said Equipment, or upon the use or operation thereof, sales or use taxes, allocable privilege or allocable franchise taxes measured by or based on gross revenue, personal property taxes assessed on the Equipment of the Lessor, but excluding Lessor's income and franchise taxes. A default under this paragraph shall be deemed a default under this lease. If Lessee does not pay any of such taxes and Lessor becomes obligated to or at its option, pays the same, the Lessee shall pay the Lessor the amount thereof on demand together with any penalties or interest thereon, all with interest at the rate of six (6%) percent per annum, and the same shall be deemed additional rent. Lessee shall provide all permits and licenses necessary for the installation, operation and use of the Equipment or any parts thereof. Lessee will comply with all laws, regulations and ordinances applicable to the installation, use, possession and operation of the Equipment. If compliance with any ordinance, rule, regulation or permit by any governmental agency, requires changes or additions to be made on or to the aforesaid Equipment, such changes or additions shall be made by the Lessee at its own expense.

11. Without the prior written consent of Lessor, Lessee shall not assign, transfer, pledge or hypothecate this lease, the Equipment or any part thereof, or any interest therein, or subcontract or lease the Equipment or any part thereof, or permit the Equipment or any part thereof to be used by anyone other than Lessee. Consent by the Lessor to any of the foregoing prohibited acts applies only in the given instance. Any such attempted action by Lessee either by voluntary or involuntary act or by operation of law or otherwise, shall constitute an event of immediate default. Neither this lease nor Lessee's interest therein, is assignable or transferable by operation of law. If Lessee is adjudged a bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed for Lessee, the lease shall not be treated as an asset of Lessee and Lessor may exercise any and all remedies provided in paragraph 13 hereof. **SEE RIDER PARAGRAPH 20**

12. (A) It is understood that Lessor may assign this lease and/or mortgage the Equipment, and that any assignee may assign the same. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without the consent of the Lessee. If Lessor assigns this lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, Lessee agrees, after notice of such assignment has been given by Lessor or such assignee to Lessee, that this agreement may not be terminated and the terms and provisions thereof may not be altered, modified or waived without the prior written consent of the assignee, and Lessee further agrees unconditionally to pay to the assignee the rentals, or amounts equal to such rentals, and all other sums which may be or become due hereunder directly to such assignee, notwithstanding any of the terms of this lease which might relieve the Lessee from the payment of rentals hereunder, or the termination of this lease for any reason or any other event whatsoever including without limitation the bankruptcy or insolvency of the Lessor or any disaffirmance of this lease by any trustee or receiver, and notwithstanding any defense, set off or counterclaim whatsoever whether by reason of breach of this lease or otherwise, which Lessee may or might now or hereafter have against Lessor, Lessee reserving its rights to have recourse directly against Lessor on account of any such defense, set off or counterclaim. Lessee's undertaking with respect to any such assignee shall constitute a direct, independent and unconditional obligation of Lessee to such assignee. The receipt by such assignee of such payments shall discharge the obligations of Lessee to Lessor hereunder to the extent thereof. **SEE RIDER PARAGRAPH 21**

(B) All rights, powers and privileges of Lessor hereunder shall be succeeded to by the assignee under any assignment, it being understood and agreed that any such assignee does not assume any obligations of the Lessor. Lessee agrees to execute any and all documents including, but not limited to, consent to assignment, presented to it by Lessor to enable Lessor to effect the foregoing. After notice to Lessee of any such assignment, Lessee agrees that it shall possess and use the Equipment subject to the Assignee's security interest therein.

13. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of fifteen (15) days, or in the event of any default or breach of the terms and conditions of this lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, then and in that event Lessor and its assignee shall have all remedies under the Uniform Commercial Code and in addition shall have the following rights and remedies to the extent permitted by law: (a) all obligations, including any debt in connection herewith, shall immediately become due and payable at the option of the holder hereof without notice or demand; (b) The holder hereof or its representative may enter the premises where any of the Equipment may be located, and take and carry away the same with or without legal process to the holder's place of storage; (c) sell the Equipment at public or private sale, whether or not the Equipment is present at such sale, and whether or not the Equipment is in constructive possession of the holder or the person conducting the sale, in one or more sales, as an entirety or in parcels, for the best price that the holder can obtain, and upon such terms as the holder may deem desirable; (d) the holder hereof may be the purchaser on any such sale; (e) require Lessee to pay all expenses of such sale, taking, keeping and storage of the Equipment, including reasonable attorney's fees; (f) apply the proceeds of such sale to all expenses in connection with the taking and sale of the Equipment, and any balance of such proceeds may be applied toward the payment of the obligations in such order of application as the holder may from time to time elect; (g) upon holder's demand Lessee agrees, at Lessee's expense, to assemble the Equipment at a convenient place acceptable to both parties; and (h) exercise any one or more rights or remedies accorded by law and the Uniform Commercial Code. If the proceeds of any such sale are insufficient to pay the expenses as aforesaid and the obligations, the Lessee agrees to pay any deficiency to the holder hereof upon demand, and if such proceeds are more than sufficient to pay such expenses and the obligations, the holder agrees to pay surplus to Lessee. If this contract is referred to an attorney to enforce collection Lessee agrees to pay an attorney fee of 20% of the amount then owing, if allowed by law. Whenever any payment is not made when due hereunder, Lessee promises to pay to Lessor or its assignee not later than one month thereafter an amount calculated at the rate of ~~two per cent~~ **six per cent per annum** if allowed by law. In the event of litigation of any matter connected with this lease or resulting from transactions hereunder, the right of a trial by jury is hereby waived by the Lessee. **SEE RIDER PARAGRAPH 22**

14. The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies whether or not expressed, successively or concurrently, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due, and all other sums to be paid hereunder have been paid in cash.

15. Lessee authorizes the Lessor to fill in descriptive material in connection with the Equipment, including, but not limited to, serial numbers, to date the lease, and to correct any patent errors.

16. At request of Lessors, Lessee will join Lessor in executing financing statements pursuant to the Uniform Commercial Code. Lessee authorizes Lessor and Lessor's assignee and each subsequent assignee to file a financing statement signed only by Lessor or such assignee in all places where necessary to perfect Lessor's security interest in all jurisdictions where such authorization is permitted by law. Upon request of Lessor or any assignee hereof, Lessee agrees to deliver from time to time but not more often than once in each six month period during the term of this lease, such information regarding its business affairs and financial condition as may be reasonably requested.

17. This lease shall not constitute a contract until accepted in writing by an authorized representative of the Lessor. No representation or statement made by any representative of the Lessor as stated herein shall be binding. The foregoing represents the entire lease between the parties. This lease may be modified or changed orally but only by a writing signed by both parties. This lease shall be binding upon the parties hereto and their respective successor and assigns. The parties agree that the interpretation and legal effect of this lease shall be governed by the laws of the State of New York. Notices, when required hereunder, shall be in writing by postpaid mail, addressed to either of the parties at the addresses designated above, or at such other addresses as may be designated by the parties during the term of this lease by written notice addressed to the other party, and sent by postpaid mail.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

GRANITE EQUIPMENT LEASING CORP.  
Lessor

Reading Company

Lessee

ACCEPTED: Jan 30 1970

By Robert Kamonoff

By Walter H. ...

Vice President

Title







SCHEDULE NO. A- 1

Attached to lease agreement between *Reading Company*  
Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 1 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \*August, 1970 and unless sooner terminated as set forth in the lease, continues for *84* months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of THIRTY ONE THOUSAND SIX HUNDRED FORTY SIX DOLLARS AND SIXTEEN CENTS (\$31,646.16)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* August, 1970 , as follows:  
84 consecutive monthly payments of \$376.74 per payment  
  
Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.
- 4) LOCATION: The above-described equipment shall be ~~located~~ <sup>located</sup> at:  
Various Locations of Reading Company in Pennsylvania, New Jersey and Delaware.  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this <sup>30</sup> day of ~~February~~ <sup>January</sup>, 1970 as a Schedule to that certain lease dated the ~~30~~ day of ~~January~~, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

\_\_\_\_\_  
By: \_\_\_\_\_ Title

WITNESS:

LESSEE: READING COMPANY

*The City*  
\_\_\_\_\_  
By: *J.P. [Signature]*  
Vice President Title

\* delivery of equipment





SCHEDULE NO. A-2

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-2 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* August, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of One Hundred Two Thousand, Two Hundred Sixty One Dollars and Sixty Cents (\$102,261.60) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of August 1970, as follows:  
84 consecutive monthly payments of \$1,217.40 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) LOCATION: The above-described equipment shall be ~~located~~ located at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 13 day of February 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: Albert Karamoff Title

WITNESS:

LESSEE: READING COMPANY

By: [Signature] Vice President Title

\*delivery of equipment





SCHEDULE NO. A- 3

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor. Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 3 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the day of \* and unless sooner terminated as set forth in the lease, continues for 84 months.
3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of One Hundred Two Thousand, Two Hundred Sixty One Dollars and Sixty Cents (\$102,261.60) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the day of \* , as follows: 84 consecutive monthly payments of \$1,217.40 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) LOCATION: The above-described equipment shall be located ~~located~~ at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 30 day of January, 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP. By: \_\_\_\_\_ Title

WITNESS: LESSEE: READING COMPANY By: [Signature] Vice President Title

\*delivery of equipment





SCHEDULE NO. A- 4

Attached to lease agreement between *Reading Company*  
Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 4 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* July, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of Five Thousand One Hundred and One Dollars and Thirty-Two Cents (\$5,101.32)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* July, 1970 , as follows: ✓  
84 consecutive monthly payments of \$60.73 per payment  
  
Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be ~~located~~ <sup>located</sup> at:  
Various locations of Reading Company in Pennsylvania New Jersey and Delaware  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 13 day of *February* 1970 as a Schedule to that certain lease dated the 30 day of *January*, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: \_\_\_\_\_ LESSOR: GRANITE EQUIPMENT LEASING CORP.  
By: *Albert Kaminsky* Title

WITNESS: \_\_\_\_\_ LESSEE: READING COMPANY  
By: *[Signature]* Vice President Title

\*delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1	1	Fairmont A-6 Series F Heavy Duty Motor Car with the following accessories: Double End Cab; Rail Sweeps, Hose Type; Side Steps, fixed; Air Electric Horn; Headlights and Taillights - double and 20" Heavy duty wheels applied.  <u>Price: \$3,336.55</u>  <u>Estimated Life - Yrs: 15</u>

APPROVED BY: READING COMPANY  
AS TO FORM Lessee  
*[Signature]*  
 Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
 Lessor  
*[Signature]*  
 (Title)



SCHEDULE NO. A- 5

Attached to lease agreement between *Reading Company* Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: - January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-5 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \*July, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of Five Thousand One Hundred and One Dollars and Thirty-Two Cents (\$5,101.32)  
 Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* July, 1970 , as follows:  
 84 consecutive monthly payments of \$60.73 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) LOCATION: The above-described equipment shall be ~~removed~~ <sup>located</sup> at:  
 Various locations of Reading Company in Pennsylvania New Jersey and Delaware  
 and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 11 day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made apart hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: *Arthur Kaminski V.P.* Title

WITNESS: LESSEE: READING COMPANY

By: *[Signature]* Vice President Title

\*delivery of equipment

EXHIBIT "A5 (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1	1	Fairmont A-6 Series F Heavy Duty Motor Car with the following accessories: Double End Cab; Rail Sweeps, Hose Type; Side Steps, fixed; Air Electric Horn; Headlights and Taillights - double and 20" Heavy duty wheels applied.  <u>Price: \$3,336.55</u>  <u>Estimated Life - Yrs: 15</u>

APPROVED BY: READING COMPANY  
AS TO FORM Lessee  
 BY: [Signature]  
 Vice President. (PH)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
 Lessor  
 BY: [Signature]



SCHEDULE NO. A- 6

Attached to lease agreement between *Reading Company*  
Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 6 (SCHEDULE OF EQUIPMENT) WHICH BECCMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \*July, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of Five Thousand One Hundred and One Dollars and Thirty-Two Cents (\$5,101.32)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* July, 1970 , as follows:  
84 consecutive monthly payments of \$60.73 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) LOCATION: The above-described equipment shall be ~~located~~ <sup>located</sup> at:  
Various locations of Reading Company in Pennsylvania New Jersey and Delaware  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP.  
By: *Arthur Kaminsky V.P.*  
Title

WITNESS: LESSEE: READING COMPANY  
*Arthur Kaminsky*  
By: *J.P. [Signature]*  
Vice President Title

\*delivery of equipment





SCHEDULE NO. A-7

Attached to lease agreement between *Reading Company*  
Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-7 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* July, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of Five Thousand One Hundred and One Dollars and Thirty-Two Cents (\$5,101.32)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* July, 1970, as follows:  
84 consecutive monthly payments of \$60.73 per payment  
  
Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.
- 4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~stored~~ at:  
. Various locations of Reading Company in Pennsylvania New Jersey and Delaware  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 13 day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: \_\_\_\_\_ LESSOR: GRANITE EQUIPMENT LEASING CORP.  
By: *Albert Kaminski* Title

WITNESS: \_\_\_\_\_ LESSEE: READING COMPANY  
*APPROVED AS TO NAME*  
*Art Politecki* By: *[Signature]* Vice President Title

\*delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1	1	Fairmont A-6 Series F Heavy Duty Motor Car with the following accessories: Double End Cab; Rail Sweeps, Hose Type; Side Steps, fixed; Air Electric Horn; Headlights and Taillights - double and 20" Heavy duty wheels applied.
		<u>Price: \$3,336.55</u>
		<u>Estimated Life - Yrs: 15</u>

APPROVED BY: READING COMPANY  
AS LESSEE Lessee

BY: [Signature]  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

BY: [Signature]  
(Title)



SCHEDULE NO. A-8

Attached to lease agreement between *Reading Company* Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 8 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \*July, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of Five Thousand One Hundred and One Dollars and Thirty-Two Cents (\$5,101.32)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* July, 1970 , as follows:  
84 consecutive monthly payments of \$60.73<sup>✓</sup> per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) LOCATION: The above-described equipment shall be ~~located~~ <sup>located</sup> at:  
Various locations of Reading Company in Pennsylvania New Jersey and Delaware  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP.  
By: *Robert Kaminski V.P.* Title

WITNESS: LESSEE: READING COMPANY  
*Am. Detective*  
By: *[Signature]* Vice President Title  
\*delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1	1	Fairmont A-6 Series F Heavy Duty Motor Car with the following accessories: Double End Cab; Rail Sweeps, Hose Type; Side Steps, fixed; Air Electric Horn; Headlights and Taillights - double and 20" Heavy duty wheels applied.  <u>Price: \$3,336.55</u>  <u>Estimated Life - Yrs: 15</u>

APPROVED BY: READING COMPANY  
AS TO FORM Lessee

BY: [Signature]  
 Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
 Lessor

BY: [Signature]



SCHEDULE NO. A-9

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: *January 30, 1970*

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-9 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* March, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of Fifty Nine Thousand Three Hundred Thirty Five Dollars and Eight Cents (\$59,335.08) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \*March, 1970, as follows: 84 consecutive monthly payments of \$706.37 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be ~~located~~ located at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: \_\_\_\_\_

LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: *Robert J. ...* Title

WITNESS: *And ...*

APPROVED AS TO FORM

LESSEE: READING COMPANY By: *J.H. ...* Vice President

\* delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	1	<p>Junior Electromatic Tamper, Model JR-JF, Demonstrator Complete with Jacking and Junior Foreman, fully insulated and including standard spare parts. Serial Number 662559</p> <p>Price: \$38,811.30</p> <p>Estimated Life - Yrs: 10</p>

READING COMPANY  
Lessee

BY: [Signature]  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

BY: [Signature]  
(Title)



SCHEDULE NO. A- 10

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: January 30, 1970

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 10 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of\* June, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of SIX THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND EIGHTY EIGHT CENTS (\$6,431.88) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* June, 1970, as follows: 84 consecutive monthly payments of \$76.57 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~located~~ at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware. and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 13 day of February 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

\_\_\_\_\_

By: Albert Kanaryk, Jr. Title

WITNESS:

LESSEE: READING COMPANY

\_\_\_\_\_ John P. ...

By: [Signature] Vice President Title

\* delivery of equipment

EXHIBIT "A10(SCHEDULE OF EQUIPMENT)

Formal part of the lease agreement between READING COMPANY  
, Lessee, and GRANITE EQUIPME  
LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company  
in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	.	New Gardner - Denver Model SP 150 G Rota Screw Portable Air Compressor complete with two (2) pneumatic tires and other specifications.  Price: \$4,207.00  Estimated Life - Yrs: 8

BY: READING COMPANY  
Lessee  
*[Signature]*  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
LESSOR  
*[Signature]*  
(Title)



SCHEDULE NO. A- 11

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: *January 30, 1970*

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-11 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the            day of            \* and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of FIVE THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND FIFTY SIX CENTS (\$5,824.56) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the            day of            \* , as follows:  
84 consecutive monthly payments of \$69.34 per payment  
Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.
- 4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~located~~ at:  
Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *12* day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: \_\_\_\_\_ Title

WITNESS: LESSEE: READING COMPANY

*Approved as to form*  
By: *[Signature]* Vice President Title

\* delivery of equipment

*33367*

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	1	Model PCP - Combination Cable Reel and Pole Trailer, heavy duty, with 10.00 X 20" 14-ply single pneumatic tires; electric power brake equipment less safety switch and battery box; fenders and flaps; stop and tail lights; flashers; back-up lights; cable reel brakes; 6-conductor coupling cable 20 feet long, Part # 1300 - 683 - 411; reflectors (red each and back (2), red each side rear (2), amber each side front S(2); license plate holder with illuminating light.  Price: \$3,810.08  Estimated Life - Yrs: 8

READING COMPANY  
 \_\_\_\_\_  
 Lessee  
 BY: [Signature]  
 Vice President (Title)  
 AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
 Lessor  
 BY: \_\_\_\_\_  
 (Title)



SCHEDULE NO. A- 12

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: *January 30, 1970*

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-12 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of *\*April, 1970* and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of NINE THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND TWENTY FOUR CENTS (\$9,249.24) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of April\* 1970, as follows:  
84 consecutive monthly payments of \$110.11 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) LOCATION: The above-described equipment shall be ~~located~~ <sup>located</sup> at:  
Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February 1970* as a Schedule to that certain lease dated the 30 day of *January, 1970* by and between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: \_\_\_\_\_ Title

WITNESS: \_\_\_\_\_

LESSEE: READING COMPANY

By: *[Signature]* \_\_\_\_\_ Title  
Vice President

\* delivery of equipment

EXHIBIT A (SCHEDULE OF EQUIPMENT)

Formed a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: . JANUARY 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company  
in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	1	Racine Multi-Bore Drill complete with base, motor and pump  Price: \$6,050.00  Estimated Life - Yrs: 8

READING COMPANY  
Lessee

BY: \_\_\_\_\_  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

BY: \_\_\_\_\_  
(Title)



SCHEDULE NO. A-13

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: January 30, 1970

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-13 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* July, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of TWENTY TWO THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS AND SIXTY FOUR CENTS (\$22,676.64) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* July, 1970, as follows: 84 consecutive monthly payments of \$269.96 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~demanded~~ at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 13 day of February 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

\_\_\_\_\_

By: \_\_\_\_\_ Title

WITNESS:

LESSEE: READING COMPANY

*Art Polignone*  
\_\_\_\_\_

APPROVED  
10 FORM

*[Signature]*  
By: \_\_\_\_\_ Vice President Title

\* delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	3	Kershaw Bassast Regulator Broom Upgrading Kits, Model 2FB-C Price: \$14,833.20 Estimated Life - Yrs: 8

APPROVED READING COMPANY  
AS TO FORM Lessee

BY: [Signature]  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

BY: \_\_\_\_\_  
(Title)



SCHEDULE NO. A- 14

Attached to lease agreement between **READING COMPANY**  
Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: January 30, 1970

- 1) **EQUIPMENT:** SEE ATTACHED EXHIBIT NO. A- 14 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) **TERM:** The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* April, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) **RENT:** As total rent for said Equipment, Lessee shall pay Lessor the sum of SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY FOUR DOLLARS AND FORTY EIGHT CENTS (\$17,574.48)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* April, 1970 , as follows:  
84 consecutive monthly payments of \$209.22 per payment  
  
Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) **LOCATION:** The above-described equipment shall be ~~removed~~<sup>located</sup> at:  
Various locations of Reading Company in Pennsylvania, New Jersey and Delaware  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this 13 day of February 1970 as a Schedule  
to that certain lease dated the 30 day of January, 1970 by and  
between the parties hereto, and made a part hereof.

WITNESS:  
\_\_\_\_\_

LESSOR: GRANITE EQUIPMENT LEASING CORP.  
By: [Signature] Title

WITNESS:  
[Signature]

APPROVED TO FORM  
LESSEE: READING COMPANY  
By: [Signature] Vice President Title

\* delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY

\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: JANUARY 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company  
in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	.	Allis-Chalmers Model 615 Tractor Loader Backhoe Combination with diesel engine  Price: \$11,496.00  Estimated Life - Yrs: 8

ASSIGNED AS TO FORM 1  
READING COMPANY  
Lessee  
BY: [Signature]  
Vice President (Title)  
AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor  
BY: [Signature]  
(Title)



SCHEDULE NO. A-15

Attached to lease agreement between **READING COMPANY**  
Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: *January 30, 1970*

- 1) **EQUIPMENT:** SEE ATTACHED EXHIBIT NO. A-15 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) **TERM:** The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* March, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.
- 3) **RENT:** As total rent for said Equipment, Lessee shall pay Lessor the sum of THIRTY SEVEN THOUSAND, FIVE HUNDRED SIXTY FOUR DOLLARS AND EIGHTY CENTS (\$37,564.80)  
Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of March, \* 1970, as follows:  
84 consecutive monthly payments of \$447.20 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

- 4) **LOCATION:** The above-described equipment shall be ~~delivered~~ located at:  
Various locations of Reading Company in Pennsylvania, New Jersey and Delaware  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February* 1970 as a Schedule  
to that certain lease dated the 30 day of January, 1970 by and  
between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: *Robert J. ...* Title

WITNESS: LESSEE: READING COMPANY

APPROVED AS TO FORM  
By: *[Signature]* Vice President Title

\* delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT

LEASING CORP., LESSOR.

LEASE DATED: JANUARY 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	3	New Typhoon Snow Blower, skid mounted to be equipped with a Ford "300" Gasoline Engine.  Price: \$24,600.00  Estimated Life - Yrs: 10

AGREED TO: READING COMPANY  
LESSEE Lessee  
 BY: *[Signature]*  
 Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
LESSOR Lessor  
 BY: *[Signature]*  
 (Title)



SCHEDULE NO. A-16

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corporation, Lessor.

Dated: *January 30, 1970*

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-16 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of\* June, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of TWO THOUSAND ONE HUNDRED AND TWO DOLLARS AND FIFTY TWO CENTS (\$2,102.52) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* June, 1970, as follows: 84 consecutive monthly payments of \$25.03 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~EXHIBIT~~ at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February 1970* as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: LESSOR: GRANITE EQUIPMENT LEASING CORP. By: *Robert Kennedy* Title

WITNESS: LESSEE: READING COMPANY By: *[Signature]* Vice President Title

\*delivery of equipment

EXHIBIT A16 (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT

LEASING CORP., LESSOR.

LEASE DATED: JANUARY 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	1	<p>New Lincoln, SA-200, gasoline driven 200 amp. arc welder with voltmeter, ammeter and magneto ignition, mounted on a K 770 two wheeled trailer.</p> <p>Price: \$1,375.00</p> <p>Estimated Life - Yrs: 8</p>

APPROVED READING COMPANY  
 BY: [Signature] Lessee  
 VICE PRESIDENT (Title)

WITNESSED BY: GRANITE EQUIPMENT LEASING CORP.  
 LESSOR  
[Signature] (Title)



SCHEDULE NO. A- 17

Attached to lease agreement between *Reading Company*  
Lessee, and Granite Equipment Leasing Corporation, Lessor.  
Dated: *January 30, 1970*

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-17 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of Equipment listed on the schedule commences on the 10 day of \* September, 1970 and unless sooner terminated as set forth in the lease, continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of THIRTY SEVEN THOUSAND SEVENTY THREE DOLLARS AND FORTY CENTS (\$37,073.40)  
 Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* September, 1970 as follows:  
 84 consecutive monthly payments of \$441.35 per payment  
 Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~located~~ at:  
 Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal, and Lessor's prior written consent to such removal.

Approved and agreed to this *13* day of *February* 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS: \_\_\_\_\_ LESSOR: GRANITE EQUIPMENT LEASING CORP.  
 By: *Robert Kammerer* Title

WITNESS: \_\_\_\_\_ LESSEE: READING COMPANY  
 APPROVED AS TO FORM  
 By: *[Signature]* Title  
 Vice President

\*delivery of equipment

EXHIBIT "A17 (SCHEDULE OF EQUIPMENT)

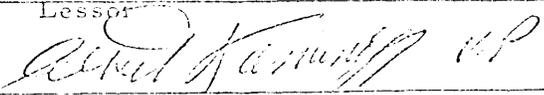
Forming a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: JANUARY 30, 1970

PROPERTY LOCATED AT: Various Locations of Reading Company in  
Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	.	Dershaw Off-Track Brush Cutter Model 10-2 to be equipped with four (4) Michelin Steel Cord tires. Unit also to be equipped with attachment to permit 20° swing of work head.  Price: \$24,250.00  Estimated Life: 10

APPROVED AS TO FORM  
READING COMPANY  
Lessee  
BY:   
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor  
BY:   
(Title)



SCHEDULE NO. A-18

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corp. Lessor.

Dated: January 30, 1970

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-18 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of equipment listed on the Schedule commences on the date as set forth in Paragraph 4(A) of the lease, or \*June 10, 1970

and continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of NINETEEN THOUSAND THREE HUNDRED NINETY EIGHT DOLLARS AND TWELVE CENTS (\$19,398.12)

Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* June, 1970, as follows:

84 consecutive monthly payments of \$230.93 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be located at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal.

Approved and agreed to this 30 day of January, 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: Albert Kaminsky Title

WITNESS:

LESSEE: READING COMPANY

By: J.P. Yarn Vice President Title

\*delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Formed a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: . JANUARY 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1.	1	Fairmont Tie Remover Model W-115, Series A with lifting sling  Price: \$12,688.50  Estimated Life - Yrs: 10

BY: READING COMPANY  
\_\_\_\_\_  
Lessee  
*[Signature]*  
\_\_\_\_\_  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
\_\_\_\_\_  
Lessor  
*[Signature]*  
\_\_\_\_\_  
(Title)



SCHEDULE NO. A- 19

Attached to lease agreement between READING COMPANY, Lessee, and Granite Equipment Leasing Corp. Lessor. Dated: January 30, 1970

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 1 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of equipment listed on the Schedule commences on the date as set forth in Paragraph 4(A) of the lease, or \* June 10, 1970

and continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of ONE THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS AND EIGHTY FOUR CENTS (\$1,281.84) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the 10 day of \* June, 1970, as follows:

84 consecutive monthly payments of \$15.26 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be located at: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal.

Approved and agreed to this 9th day of March 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

By: [Signature] Title

WITNESS:

LESSEE: READING COMPANY

By: [Signature] Vice President Title

\*delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY, Lessee, and GRANITE EQUIPMENT LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1	2	Model 5625, Generac Niagara, 4000 watt portable alternators, each with 115/230 volt 2-prong polarized, one (1) 115 volt twist lock and one (1) 230 volt twist lock
		Price: \$838.60
		Estimated Life - Yrs.: 8

READING COMPANY  
Lessee

BY: [Signature]  
VICE PRESIDENT (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

BY: [Signature]  
(Title)



SCHEDULE NO. A- 20

Attached to lease agreement between READING COMPANY  
Lessee, and Granite Equipment Leasing Corp. Lessor.  
Dated: January 30, 1970

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 20(SCHEDULE OF  
EQUIPMENT) WHICH BECOMES A PART OF THIS  
SCHEDULE.

2) TERM: The term of this lease for each item of equipment listed on  
the Schedule commences on the date as set forth in Para-  
graph 4(A) of the lease, or\* July 10, 1970

and continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor  
the sum of ONE THOUSAND FIFTY FIVE DOLLARS AND  
FOUR CENTS (\$1,055.04)  
Except as otherwise provided in the lease or in this Schedule,  
said rent shall be payable in 84 installments, commencing on  
the 10 day of \* July, 1970 , as follows:

84 consecutive monthly payments of \$12.56 per payment

Unless sooner paid, all said rent shall be payable in any  
event, subject to the provisions of lease, on or before the  
expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be <sup>located</sup> ~~located~~ at:

Various locations of Reading Company in Pennsylvania,  
New Jersey and Delaware  
and shall not be removed therefrom without prior written  
notification to Lessor of Lessee's intent to do so, five (5)  
days prior to such removal.

Approved and agreed to this 9th day of MARCH 1970 as a Schedule  
to that certain lease dated the 30 day of January 30, 1970 by and  
between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT  
LEASING CORP.

By: [Signature]  
Title

WITNESS:

LESSEE: READING COMPANY

By: [Signature]  
Vice President Title

\*delivery of equipment

20

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
Pennsylvania, New Jersey and Delaware

ITEM #	QUANTITY	DESCRIPTION
1	500 ft.	Associated equipment - for portable generators 2/C #12 Type SO Cord.
2	2000 ft.	3/C #10 Type SO Cord.
3	4 ea.	Stonco No. 15241-L-2 Assembly units
4	12 ea.	300 W PAR Lamps R40/FL/1
		Price: \$689.90
		Estimated Life - yrs: 8

[Signature]  
READING COMPANY  
Lessee

BY: [Signature]  
Vice President (Title)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

[Signature]  
(Title)



SCHEDULE NO. A- 21

Attached to lease agreement between READING COMPANY  
Lessee, and Granite Equipment Leasing Corp. Lessor.  
Dated: January 30, 1970

- 1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A- 21(SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.
- 2) TERM: The term of this lease for each item of equipment listed on the Schedule commences on the date as set forth in Paragraph 4(A) of the lease, or \*  
  
and continues for 84 months.
- 3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of EIGHTY THOUSAND THREE HUNDRED SIXTY SIX DOLLARS AND SIXTEEN CENTS (\$80,366.16) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the day of \* , as follows:  
84 consecutive monthly payments of \$956.74 per payment  
  
Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.
- 4) LOCATION: The above-described equipment shall be ~~located~~ <sup>Located</sup> at:  
Various locations of Reading Company in Pennsylvania, New Jersey and Delaware.  
and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal.

Approved and agreed to this <sup>27</sup> day of <sup>APRIL 1970</sup> as a Schedule to that certain lease dated the <sup>30</sup> day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

\_\_\_\_\_

By: \_\_\_\_\_  
Title

WITNESS:

LESSEE: READING COMPANY APPROVED AND SIGNED

*And...*  
\_\_\_\_\_

By: *J.P....*  
Vice President TRS

\*delivery of equipment

EXHIBIT "A21(SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY  
\_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
Pennsylvania, New Jersey and Delaware.

ITEM #	QUANTITY	DESCRIPTION
1	1	<p>Tie Exterminator as follows:</p> <p>Engine: GMC 671N Series, 180 H.P. @ 2000RPM. Equipped with 12 CFM air compressor, Alternator, negative ground, safety shut down, Hobbs hour meter, Donaldson cyclopac air cleaner, heavy duty battery.</p> <p>Brakes: "Fail Safe" air.</p> <p>Wheels: 24" Non-insulated.</p> <p>Propelling Drive: Two wheel.</p> <p>Wheel base: 13'-6"</p> <p>Discharge: By belt conveyor reaching 21' from track center.</p> <p>Overall length: 30'</p> <p>Width: 10' (in travel rig).</p> <p>Height: 11'-6"</p> <p>Work Speed: Variable.</p> <p>Travel Speed: to 25 MPH.</p> <p>Horn: Air.</p> <p>Lights: Two white, front and rear.</p> <p>Hydraulic fittings: Reusable.</p> <p>Fuel Tank: 12 Hour capacity.</p> <p>Center Turntable: Yes.</p> <p>Lifting Points: Yes.</p> <p>Tow Eyes: Yes.</p> <p>Productions capacity: 450 Chunks (150 ties) per hour.</p> <p><u>Price: \$53,300.00</u></p>

READING COMPANY  
Lessee

BY: [Signature]  
Vice President (XXXXX)

AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
Lessor

BY: \_\_\_\_\_  
(Title)



SCHEDULE NO. A- 22

Attached to lease agreement between READING COMPANY Lessee, and Granite Equipment Leasing Corp. Lessor. Dated: January 30, 1970

1) EQUIPMENT: SEE ATTACHED EXHIBIT NO. A-22 (SCHEDULE OF EQUIPMENT) WHICH BECOMES A PART OF THIS SCHEDULE.

2) TERM: The term of this lease for each item of equipment listed on the Schedule commences on the date as set forth in Paragraph 4(A) of the lease, or\*

and continues for 84 months.

3) RENT: As total rent for said Equipment, Lessee shall pay Lessor the sum of TWENTY SEVEN THOUSAND THREE HUNDRED FIVE DOLLARS AND EIGHTY EIGHT CENTS (\$27,305.88) Except as otherwise provided in the lease or in this Schedule, said rent shall be payable in 84 installments, commencing on the day of\*, as follows: 84 consecutive monthly payments of \$325.07 per payment

Unless sooner paid, all said rent shall be payable in any event, subject to the provisions of lease, on or before the expiration, or sooner termination of the lease.

4) LOCATION: The above-described equipment shall be ~~located at:~~ Located Various locations of Reading Company in Pennsylvania, New Jersey and Delaware. and shall not be removed therefrom without prior written notification to Lessor of Lessee's intent to do so, five (5) days prior to such removal.

Approved and agreed to this 30 day of September 1970 as a Schedule to that certain lease dated the 30 day of January, 1970 by and between the parties hereto, and made a part hereof.

WITNESS:

LESSOR: GRANITE EQUIPMENT LEASING CORP.

\_\_\_\_\_

By: \_\_\_\_\_ Title

WITNESS:

LESSEE: READING COMPANY

*[Signature]*  
\_\_\_\_\_

By: *[Signature]*  
Vice President

APPROVED  
AS LESSEE

\*delivery of equipment

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between READING COMPANY  
 \_\_\_\_\_, Lessee, and GRANITE EQUIPMENT  
 LEASING CORP., LESSOR.

LEASE DATED: January 30, 1970

PROPERTY LOCATED AT: Various locations of Reading Company in  
 Pennsylvania, New Jersey and Delaware.

ITEM #	QUANTITY	DESCRIPTION	PRICE
1	1	RMC Anchor Master equipped with General Motors 2-53 Diesel Engine with Farr Air Filter driving hydraulic pumps for all-hydraulic operation; rail anchor feeding and applying devices to handle one-piece anchors; multiple unit solenoid-operated hydraulic valve for push button operation; anchor carrying conveyor to move anchors to operator's position. Propelling by hydraulic motor (speeds 0-20 MPH); hydraulic disc brakes; electric horn; insulated; 16" steel wheels; hydraulic centerlift and turntable. External hydraulic reservoir equipped with Schroeder Return Line Filter. Machine to be equipped to apply "unit" anchors on 130 lb. and 140 lb. rail.	\$17,045.00
2	1	Extra Set of Attachments to Apply "Unit" anchors on 130 and 140 lb. rail	525.00
3	1	Set of Attachments to apply "Fair" anchors on 130 and 140 lb rail	540.00
		Estimated Life: 10 years	
		Total price	\$18,110.00

APPROVED  
 AS TO FORM READING COMPANY  
 Lessee  
 BY: J.P. [Signature]  
 Vice President (XXX)  
 AGREED TO: GRANITE EQUIPMENT LEASING CORP.  
 Lessor  
 BY: \_\_\_\_\_  
 (Title)

8269

8269

NOTICE OF ASSIGNMENT

This is to advise that, effective April 1, 1976, 12:01 a.m., the Financing Agreement described below has been assigned to the Consolidated Rail Corporation by the

Trustees of: Reading Company  
1 Plymouth Meeting  
Plymouth Meeting, PA 19452

The Financing Agreement is a Lease

, dated January 30, 1970 ,

bearing the ICC recordation number

5846

The payee's name and address is: Granite Equipment Leasing Corporatio  
500 Old Country Road  
Garden City, New York 11530

This Notice of Assignment has been placed in the file of the ICC recordation number listed above and the entire assignment is contained in the ICC recordation file stamped in the margin of this assignment. A copy hereof will be promptly mailed to the payee listed above for distribution to the beneficial holder(s) of the Financing Agreement described in this Notice of Assignment.

Consolidated Rail Corporation