Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Law Department
888 Union Station
Chicago, Illinois-60606

April 22, 1977

7-115A011
Date APR 25 1977
Fee $ 50.00
C Washington, D. C.

RECORDATION NO. ..... Filed & Recorded

APR 25 1977 -9 25 AM

INTERSTATE COMMERCE COMMISSION

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Oswald:

In pursuance of the provisions of Section 20(c) of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder there are herewith transmitted for filing and recording four (4) executed counterparts of a Railroad Car Lease Agreement dated as of April 1, 1977, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Lessee, and GREENLEASE COMPANY, A DIVISION OF GREENVILLE STEEL CAR COMPANY, Lessor.

The names and addresses of the parties to the transaction are as follows:

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,
Lessee
746 Union Station Building
516 West Jackson Boulevard
Chicago, Illinois 60606

GREENLEASE COMPANY, A DIVISION OF GREENVILLE STEEL CAR COMPANY,
Lessor
Greenville, Pennsylvania 16125

A general description of the equipment covered by said Lease of Railroad Equipment is as follows:

100 all steel 100-Ton Twin Ballast freight cars bearing Lessee's road numbers MILW 341450 to 341549 inclusive, A.A.R mechanical designation HK

The above-identified document has not heretofore been recorded with the Interstate Commerce Commission. Please accept for recordation two counterparts of the document, stamp the remaining counter-

April 22, 1977

part with the appropriate recordation number and return it with your fee receipt and letter confirming receipt to my delivering messenger.

The filing and recordation fees in the amount of $50.00 are submitted herewith.

Sincerely,

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

By Elaine M. Conway
Elaine M. Conway
Attorney

EMC:slc
encl.

Interstate Commerce Commission

Washington, D.C. 20423

4/25/77

OFFICE OF THE SECRETARY

Elaine M. Conway, Atty.
Chicago, Milwaukee, St. Paul & Pac.RR.Co.
Law Department, 888 Union Station
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 4/25/77 at 9:25am, and assigned recordation number(s) 8789

Sincerely yours,

Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. 8709 Filed & Recorded

APR 25 1977 -9 25 AM

INTERSTATE COMMERCE COMMISSION

GREENLEASE COMPANY
A DIVISION OF GREENVILLE STEEL CAR COMPANY

RAILROAD CAR LEASE AGREEMENT

Effective as of this 1st day of April, 1977, GREENLEASE COMPANY, A DIVISION OF GREENVILLE STEEL CAR COMPANY, a Pennsylvania corporation (hereinafter referred to as "Lessor"), and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (hereinafter referred to as "Lessee"), agree as follows:

1. Lessor will lease to Lessee, and Lessee will rent and hire from Lessor, the following described railroad freight train cars (hereinafter called the "Cars") for the term and at the monthly rental charges and upon the other terms and conditions set forth herein:

No. of Cars	Specifications	Description
100	GSCCo. H-2041-A dated 12/13/76 AAR Mechanical Designation - HK	All Steel 100-Ton Twin Ballast Cars; Road Nos. MILW 341450 to 341549, inclusive

The Cars will be delivered to Lessee f.o.b. tracks of Lessor at Greenville, Pennsylvania, during the months of May and June, 1977, for shipment to Lessee at a point in Illinois to be designated

by Lessee with freight prepaid. Lessor's obligation as to delivery of Cars shall be subject to delays due to labor trouble, fires, governmental regulations, accidents, acts of God, shortage of or inability to obtain materials, delays of carriers or subcontractors, or other causes beyond the control of Lessor.

2. (a) The period from the date of delivery of the first Car hereunder until the last day of the calendar month in which delivery of the last Car is completed is herein referred to as the "Interim Term" of the Lease. The "Principal Term" of the Lease shall commence on the first day after the Interim Term and shall extend for a period of fifteen (15) years.

(b) During the Interim Term, Lessee will pay to Lessor an interim rental for the Cars at the rate of $276.40 per month per Car (which shall be prorated for less than whole months) from and including the date of delivery of each Car to and including the last day of the Interim Term. The interim rental shall be payable on the first day of the Principal Term at the office of Lessor in Greenville, Pennsylvania.

(c) During the Principal Term, and until each Car is returned to Lessor as hereinafter provided, Lessee will pay to Lessor rent for the Cars, except as otherwise specified herein, at the rate of $276.40 per Car per calendar month. Rent shall be payable at Lessor's office in Greenville, Pennsylvania, in

advance on the first day of each month during the Principal Term, and shall be prorated for less than whole months.

3. Any demurrage, track storage or detention charge imposed in connection with any Car after delivery thereof to Lessee shall be the liability of Lessee.

4. Prior to delivery of any Car, there shall be permanently and conspicuously stenciled on each side of such Car the following words (with proper changes as from time to time may be required and requested by Lessor or any assignee, to protect the interests of Lessor or any assignee of Lessor), in letters at least one inch high:

BT EQUIPMENT LEASING, INC.,
OWNER AND LESSOR

If any such stencil shall at any time be removed, defaced or destroyed, Lessee shall promptly cause it to be restored or replaced at Lessee's cost. Any assignee of Lessor's interest under this Lease may, at such assignee's cost, require new or changed stencils to be placed on the Cars disclosing its interest and title in the Cars, and Lessee shall maintain the same thereafter at its own cost as above provided. Lessee may cause the Cars to be lettered in any manner desired for identification

of its leasehold interest therein, but no Car shall be marked or lettered in a manner which, in the judgment of Lessor, might be interpreted as a claim of ownership by Lessee or anyone other than Lessor. Before delivery, Lessor will cause each Car to be marked with Lessee's road numbers MILW 341450-341549, inclusive. Such road numbers shall not be changed except by Lessor or with Lessor's written consent.

5. In the event of the loss or destruction of any Car from any cause whatever during the term of the Lease, Lessee shall promptly give notice thereof to Lessor and on the first rental payment due date after such notification shall, in addition to the rent payable on such date pursuant to Section 2 hereof, pay Lessor as full compensation for the loss or destruction of such Car, and for the loss of future rentals thereof, the reproduction cost settlement value of such Car (including the value of the scrap and reusable parts) as set forth in the Interchange Rules of the Association of American Railroads, Operations and Maintenance Department, Mechanical Division (or other similar rules which may be changed or established in the future). Upon receipt of such payment by Lessor, unless an event of default hereunder on the part of the Lessee shall have occurred and be continuing, all scrap, salvage, property and all rights in any way relating to such Car shall become Lessee's

property, free and clear of this Lease, and Lessor or any assignee shall execute all documents required to clear title to said property.

6. Whenever requested by Lessor, but not more often than once in each year during the term hereof, beginning with the year 1978, Lessee shall deliver to Lessor a certificate, signed by an executive officer of Lessee, accurately listing and identifying by road numbers the Cars at the time leased hereunder, and showing in particular (A) the Cars then in actual service, (B) the numbers and identification of all Cars that have been lost, damaged or destroyed or that have for any other reason become unserviceable and (C) the numbers and identification of all Cars that are then undergoing repairs or are then withdrawn from use for repairs. Such certificate shall also contain a statement that the stencils required by Paragraph 4 hereof have been renewed upon all Cars that have been repainted or repaired since the date of the last preceding certificate or, in the case of the first such certificate, since the date of this Lease.

7. Lessee shall pay or cause to be paid any and all taxes (including, without limitation, gross receipts taxes, but excluding state or federal taxes imposed upon Lessor's net income) and all other governmental levies or charges lawfully imposed upon or measured by this Lease or any assignment hereof or upon or by any sale, use, operation, payment, shipment, delivery or transfer of title of the Cars under the terms hereof or upon

or by any or all the Cars or the interest of Lessee therein, which Lessor may be legally obligated to pay. Lessee will keep at all times all the Cars free of all taxes and assessments which might in any way affect the title of Lessor thereto or result in a lien upon any of the Cars. Lessee will pay or satisfy and discharge any and all sums claimed by any party by, through or under Lessee or its successors or assigns which, if unpaid, might become a lien or a charge upon the Cars equal or superior to the title of Lessor thereto, but shall not be required to pay or satisfy and discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not affect the title of Lessor in and to the Cars.

8. (a) Lessor warrants that on the date of delivery of each Car to Lessee hereunder such Car will comply with the Rules of Interchange of the Association of American Railroads (or any successor thereto) and with all applicable governmental laws, regulations and requirements and will be built in accordance with the Specifications referred to in Paragraph 1 above, free from defects in material and workmanship under normal interchange use and service, except as to items specified by Lessee and not manufactured by Lessor or which are furnished or supplied by Lessee. Lessor's obligation under this subparagraph (a) with

respect to any Car shall be limited to repairing or replacing at its manufacturing plant at Greenville, Pennsylvania, any part or parts of such Car which shall, within one year or 50,000 miles, whichever occurs first, after delivery of such Car, be returned to Lessor with transporation charges prepaid and which Lessor's examination shall disclose to its reasonable satisfaction to have been thus defective. Lessor shall not be liable for indirect or consequential damage resulting from defects in material, design, construction or workmanship. THIS WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE), AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LESSOR, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, AND LESSOR NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE CARS EXCEPT AS AFORESAID. Such warranty shall survive the delivery to and acceptance of the Cars by Lessee.

(b) During the term hereof, Lessee, at its own cost and expense, will repair and maintain the Cars in serviceable operating condition in accordance with the Rules of Interchange of the Association of American Railroads (or any successor thereto), and will comply with all governmental laws, regulations and requirements and with said Rules of Interchange with respect to the use, maintenance, inspection and operation of the Cars.

In case any equipment or appliance on any Car shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on any Car in order to comply with such laws, regulations, requirements or Rules, effective after the date of the delivery of such Car, Lessee agrees to make such changes, additions and replacements. Any parts installed or replacements made upon the Cars by Lessee shall be considered accessions to the Cars and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor. In order to insure compliance with this subparagraph, Lessor shall have the right, by its agents, to inspect the Cars at any time and from time to time during the term hereof, and to assure the convenient exercise of such right by Lessor, Lessee shall, when so requested, inform Lessor of the whereabouts of the Cars or any of them as promptly as the whereabouts can be determined. Lessee agrees to indemnify and save harmless Lessor against any charge or claim made against Lessor, and against any expense or liability which Lessor may incur by reason of its ownership of the Cars during the term hereof, in any manner arising out of or as a result of the use or operation of the Cars, except for charges or claims arising from Lessor's acts or omissions, and to indemnify and save harmless Lessor against any claim or suit on account of any accident in connection with the operation of the Cars resulting in damage to property of others or injury to any person.

9. So long as Lessee shall not be in default under this Lease, Lessee shall be entitled to the possession of the Cars and shall have the full right of use thereof upon the lines of railroad owned, leased or operated by Lessee, or over which Lessee has trackage rights, and upon connecting and other railroads in the usual interchange of freight cars, but subject at all times to all the terms and conditions of this Lease.

10. Lessee shall not transfer or assign this Lease or its interest in any Car without the prior written consent of Lessor, and such interest shall not be assignable or transferable by operation of law, provided that a transfer of Lessee's interest to another corporation, which shall acquire all or substantially all the property of Lessee through purchase, merger or consolidation, which corporation shall assume in writing to Lessor all obligations of Lessee hereunder, shall not be deemed a breach of this provision.

11. (a) Lessor may sell and lease-back, assign or mortgage all its right, title and interest in and to each of the Cars and/or all moneys payable to Lessor hereunder so long as the sale and lease-back, assignment or mortgage recognizes Lessee's right to continued and uninterrupted possession of the Cars upon compliance with the terms of this Lease. All of the provisions

of this Lease for the benefit of Lessor shall inure to the benefit of and may be exercised by or on behalf of such purchaser (in a sale and lease-back), assignee or mortgagee. All rental payments due and to become due under this Lease and so sold, assigned or mortgaged shall, if directed by Lessor or any such purchaser, assignee or mortgagee by written notice to Lessee, be paid directly to such purchaser, assignee or mortgagee, upon receipt of said notice. Written notice of any sale and lease-back, assignment or mortgage of Lessor's interest under this Lease shall promptly be given to Lessee. The right of any such purchaser, assignee or mortgagee to the payment of assigned rentals hereunder shall not be subject to and defense, counterclaim or set off which Lessee may have against Lessor.

(b) Lessor may also sell, assign and transfer all its right, title and interest in and to each of the Cars, and under this Lease, to another corporation, whether by written instrument or by operation of law, if such other corporation acquires all or substantially all the property of Lessor through purchase, liquidation, merger or consolidation, and assumes in writing to Lessee all obligations of Lessor hereunder.

(c) Lessor will keep the Cars free of all liens and encumbrances (except a sale and lease-back or lien given to an assignee or mortgagee as herein authorized), will not sell, assign, lease or otherwise dispose of the same (except as herein authorized), and will do nothing to disturb Lessee's full right

of possession and enjoyment and the exercise of all Lessee's rights with respect thereto as provided by this Lease.

(d) Lessor warrants that the Cars will be free from any defect in title which would affect or interfere with the continuous and uninterrupted possession and enjoyment of the Cars by Lessee during the term hereof, and Lessor will indemnify, protect and defend Lessee against all liabilities, damages and expenses arising out of any such interference.

(e) Lessor will indemnify, protect and defend Lessee against all liabilities and expenses that may arise out of charges of infringement of any patent alleged to cover any article, material or design employed in the construction of the Cars except that with respect to any article, material or design which is specified by Lessee and not manufactured by Lessor or which is furnished or supplied by Lessee, Lessee will in like manner protect and defend Lessor from all such liabilities and expenses as to such items. Each party hereto will give notice to the other of any claim known to the former from which liability may be charged against the other hereunder.

(f) Lessor will give Lessee full opportunity to inspect the Cars at all reasonable times during construction thereof at Lessor's manufacturing plant at Greenville, Pennsylvania. Lessee will arrange for final inspection of each Car at Lessor's manufacturing plant without delay after the completion thereof, and Lessee's representative or agent will execute and deliver

to Lessor the usual form of inspection and acceptance certificate, which form is attached hereto as Appendix I, covering all Cars found to be completed in accordance with the Specifications. Each inspection and acceptance certificate, with respect to the Cars covered thereby, shall be final and conclusive evidence that such Cars conform in workmanship, material, design and construction and in all other respects to the Specifications, except that the giving of such certificate shall not preclude Lessee from asserting any claim against Lessor for breach of the warranty set forth in Paragraph 8(a) hereof.

12. The time of payment of rentals is of the essence of this Lease. If (a) Lessee shall make default in the payment of rentals for the Cars or of any other payment hereunder at the time when same becomes due and payable, and such default shall continue for five (5) days, or (b) Lessee shall fail to carry out and perform any other of its obligations hereunder and such default shall continue for ten (10) days after Lessee's receipt of written notice of same by Lessor to Lessee, or (c) there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under any bankruptcy law or there shall be a trustee or receiver appointed of any part of Lessee's property or Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, then and in any of said events Lessor, at its election, (i) may terminate this Lease

and repossess itself of the Cars and this Lease shall thereupon become and be terminated, or (ii) may repossess itself of the Cars and re-let the same or any part thereof to others for such rent and upon such terms as may be reasonable under the circumstances, and if a sufficient sum shall not be thus realized after paying all expenses of retaking and re-letting the Cars and collecting the rentals thereof to satisfy the rentals herein reserved, Lessee will satisfy and pay the deficiency from time to time upon demand. The obligation to pay such deficiency shall survive such termination of this Lease and/or such retaking of the Cars. The aforesaid remedies of Lessor shall not be deemed exclusive, but shall be cumulative and in addition to all other rights and remedies given or provided by law or in equity.

13. If Lessor fails to carry out and perform any of its obligations hereunder and such default shall continue for ten (10) days after written notice of same by Lessee to Lessor, or if there shall be filed by or against Lessor a petition in bankruptcy or for reorganization under any bankruptcy law or there shall be a trustee or receiver appointed of any part of Lessor's property, or if Lessor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, then and in any of said events Lessee, at its election, (a) may terminate this Lease and purchase all Cars leased hereunder upon payment of the amount which would be payable under Paragraph 5 hereof

if the Cars had been lost or destroyed, or (b) may continue rental payments until the expiration of the term of lease for each such Car, with the sole and exclusive right of possession thereto. Each Car shall, upon full payment under option (a), become Lessee's property without further payment or cost. In such event, Lessor shall execute such assignment or other documents as may be required to transfer all its right, title and interest therein to Lessee.

14. Unless an event of default hereunder on the part of Lessee shall have occurred and be continuing, Lessee, by written notice to Lessor given not less than six (6) months prior to the expiration of the Principal Term hereof, may extend the term hereof with reference to all or any number less than all of the Cars to be specified in such notice, and the Lease shall thereupon continue from year to year thereafter with respect to such Cars until terminated by either party upon 60 days' notice prior to the end of any such year. Any such extension shall be upon all of the terms, provisions and conditions hereof, except that the monthly rental per Car shall be the current Fair Market Rental Value at the beginning of the first such extension. Fair Market Rental Value shall be determined on the basis of, and shall be equal in amount to, the rental which would obtain in an arm's length transaction between an informed and willing lessee-user (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease,

and in such determination, costs of removal from the location of current use shall not be a deduction from such rental. If on or before four (4) months prior to the expiration of the Principal Term of this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Units, such value shall be determined in accordance with the foregoing definitions by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected, or if they cannot agree, by the District Court of the United States for the Western District of Pennsylvania. The Appraiser(s) shall be instructed to make such determination within a period of thirty (30) days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser(s) shall be borne by the Lessee.

15. At the end of the term hereof or upon any termination thereof pursuant to Paragraph 12 hereof, Lessee will, at its own expense, forthwith and in the usual manner and at the usual speed of freight trains, draw the Cars to such point or

points on its railroad as shall reasonably be designated by Lessor and will store the Cars thereat for a period not to exceed ninety (90) days without charge until delivery to Lessor; and Lessee further agrees, at Lessor's expense, upon the request of Lessor, to return the Cars to Lessor at its plant at Greenville, Pennsylvania, or to such other point or points as Lessor may designate provided the expenses of delivery to such other point or points in excess of the cost of redelivery at Greenville, Pennsylvania shall be borne by Lessor. The performance of the covenants by Lessee contained in this Paragraph 15 is of the essence of this Lease and it is agreed that on application to any court of equity having jurisdiction in the premises Lessor shall be entitled to a decree against Lessee requiring specific performance thereof.

If, at the end of the term hereof, Lessor scraps the Cars or any of them, and salvages usable components thereof, Lessor shall afford Lessee the first opportunity to purchase such of the salvaged components as it may desire to purchase at a price not in excess of the best offer made to Lessor by another.

16. Lessee will cause this Lease to be filed and recorded with the Interstate Commerce Commission under the Interstate Commerce Act in order to publish notice of, and to protect,

the title of Lessor to the Cars, and Lessee will from time to time perform any other act required by law, and will execute any and all other and further instruments as shall reasonably be requested by Lessor, to assure such publication and such protection of such title. Lessee shall pay all costs, charges and expenses, including all recording and registration taxes and fees, incident to the filing, registering and/or recording of this Lease and of any instruments of further assurance hereunder.

17. Any notice, demand or other communication hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the mail first class postage prepaid (registered or certified, return receipt requested), addressed as follows:

If to Lessor:

Greenlease Company
A Division of Greenville Steel Car Company
Greenville, Pennsylvania 16125

If to Lessee:

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Attention: Vice President, Finance and Accounting
Room 746
516 W. Jackson Blvd.
Chicago, Illinois 60606

or addressed to either party at such other address as such party shall hereafter furnish to the other in writing.

18. This Lease may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same Lease, which shall be sufficiently evidenced by any such original counterpart.

19. This Lease and all rights and obligations hereunder shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania, except that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act, as amended. Subject to the limitations on assignment contained herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

WITNESS the due execution hereof as of the day and year first set forth above.

Attest:

W P Hackenny
Secretary
(CORPORATE SEAL)

GREENLEASE COMPANY, A DIVISION OF GREENVILLE STEEL CAR COMPANY (Lessor)

By A. F. Sandy
President

Attest:

J. T. Tanning
Secretary
(CORPORATE SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (Lessee)

By R K Macdonald
Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 20th day of April, 1977, before me personally appeared Aurel F. Sarosdy, to me personally known, who being by me duly sworn, says that he is the President of Greenlease Company, A Division of Greenville Steel Car Company, a Pennsylvania corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary E. Dugan
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

MARY E. DUGAS, Notary Public.
Pittsburgh, Allegheny County, Pa.
My Commission Expires Dec. 20, 1979

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 22nd day of April, 1977, before me personally appeared R. F. Kratochwill, to me personally known, who being by me duly sworn, says that he is the Vice President of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jane E. Kot
Notary Public

[NOTARIAL SEAL]

My Commission Expires:
July 17, 1979

GREENVILLE STEEL CAR COMPANY

I hereby certify that the GREENVILLE STEEL CAR COMPANY has delivered on the tracks of Consolidation Rail Corporation at Greenville, Pa., cars numbered and lettered as set forth below, that I have duly inspected said cars and accepted same on dates shown on behalf of the _____, under the terms of contract dated _____, with said GREENVILLE STEEL CAR COMPANY.

	INITIAL	NUMBER	LT. WEIGHT		INITIAL	NUMBER	LT. WEIGHT

Delivered previously .....

Del'd. as above .....

Total to Date .....

By .....
Inspector