

AUG 23 1971 LEASING

INTEMTATE COMMERCE COMMISSION

ASSIGNMENT, dated as of August 16, 1971, between ~~the~~ ^{the} CORPORATION; a Delaware corporation (hereinafter called the "Corporation"), and Schuyler S. Ruttman, Upper Sandusky, Ohio.

The Corporation entered into a Conditional Sale Agreement, dated as of August 16, 1971 (hereinafter called the "Conditional Sale Agreement"), with Bethlehem Steel Corporation (hereinafter called the "Builder"), and Reading Company. The Conditional Sale Agreement provides for the sale to the Corporation of the 75 Units of railroad equipment described in Annex B to the Conditional Sale Agreement (said equipment being hereinafter called the "Equipment").

The Corporation entered into a Lease of Railroad Equipment, dated as of August 16, 1971 (hereinafter called the "Lease"), with Reading Company (hereinafter called "Lessee"), as Lessee, providing for a lease of the Equipment to Lessee.

The Corporation entered into a Finance Agreement with Central-Penn National Bank, as Agent ("Agent") and certain parties named therein, as Investors ("Investors") providing for the acquisition of the Conditional Sale Agreement by the Agent on behalf of the Investors, dated as of August 16, 1971 ("Finance Agreement").

The Corporation, in acquiring the following units (the "Units") of the Equipment is acting solely as nominee for Ruttman:

<u>Number of Units</u>	<u>Description</u>	<u>Road Numbers (inclusive)</u>	<u>Manufacturer</u>
75	100 ton open top Hopper cars with roller bearings	41775-41849	Bethlehem Steel Corporation

Ruttmann is the beneficial owner of the entire interest of the Corporation in and to the Units and in and to the Conditional Sale Agreement and the Lease insofar as they relate to the Units.

The Corporation, in acquiring pursuant to the Conditional Sale Agreement and leasing pursuant to the Lease the Units of the Equipment, will be acting as nominee for Ruttmann pursuant to a Nominee Agreement, dated as of the date hereof (hereinafter called the "Nominee Agreement"), between the Corporation and Ruttmann, Ruttmann being the beneficial owner of the entire interest of the Corporation in and to the Units and in and to the Conditional Sale Agreement and Lease insofar as they relate to the Units.

None of the Units as yet been delivered under the Conditional Sale Agreement or under the Lease.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Ruttmann to the Corporation, the receipt of which is hereby acknowledged, as well as the mutual covenants herein and in the Nominee Agreement contained:

1. The Corporation hereby assigns, transfers and sets over unto Ruttmann, his heirs, executors, administrations and assigns, subject, however, to the rights and remedies of the Builder and its assigns under the Conditional Sale Agreement and to the rights of the Lessee under the Lease:

(a) All the right, title and interest of the Corporation in and to each of the above described Units;

(b) all the right, title and interest of the Corporation in and

to, and all of the rights, powers, privileges and remedies of the Corporation under, the Conditional Sale Agreement and Lease with respect to the Units.

2. It is understood and agreed that Ruttmann does not assume any of the obligations of the Corporation under the Conditional Sale Agreement or the Lease, such obligations being and remaining solely corporate obligations of the Corporation in respect of which Ruttmann shall not have any liability whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SSR LEASING CORPORATION

Attest:

Mary E. Ruttmann

BY Schuyler S. Ruttmann
President

Schuyler S. Ruttmann (Seal)
Schuyler S. Ruttmann

STATE OF *Ohio*)
 :
 COUNTY OF *Hamilton*) ss.:

On this *25* day of *Aug*, 1971, before me personally appeared *Richard Kuttman*, to me personally known, who, being by me duly sworn, says that he is the President of SSR LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

W. C. S. Dewley

Notary Public
W. C. S. Dewley

STATE OF *O. Kas*)
)
 : ss. :
)
COUNTY OF *Harold*)

On this *25* day of *Aug*, 1971, before me a Notary Public for the State of *O. Kas*, residing in the city of *My. pa. ...*, personally appeared Schuyler S. Ruttman to me personally known, who, in due form of law acknowledged his execution of the foregoing instrument to be his free act and deed and desired that the same might be recorded as such.

J. S. Hooby

Notary Public
ally No. Expir.