

Edward H. Moores
 Vice President Legal and Secretary
 V. P. Gottschall
 General Attorney and Asst. Secretary
 John R. Young
 Attorney; Vice Pres. Administration &
 Asst. Secretary
 Robert F. Schultz
 Attorney

greenville steel car

An Ampco-Pittsburgh Company
 700 Porter Building, Pittsburgh, Pennsylvania 15219 (412) 471-6950

November 12, 1982

RECORDATION NO. 9258-4 Filed 1425

2-319A085

Interstate Commerce Commission
 Office of the Secretary
 Washington, D.C. 20423

NOV 15 1982-3 40 PM

No. NOV 15 1982
 Date NOV 15 1982
 Fee \$ 20.00

INTERSTATE COMMERCE COMMISSION

Please deliver directly to Mildred Lee, Room 2303

ICC Washington, D. C.

Dear Sir:

Enclosed for filing and recording pursuant to U.S.C. §11303 are two executed counterparts of an Assignment dated as of December 31, 1980, between the following parties:

- Assignor: Greenville Steel Car Company
 Greenville, PA 16125
- Assignee: Greenville Leasing Company
 Greenville, PA 16125

The Assignment relates to the railroad equipment described below, and to the Assignor's interest as Lessor in the following lease pertaining to said equipment, which was recorded with the Interstate Commerce Commission as set forth below:

<u>Description of Equip- ment and Road Nos.</u>	<u>Name of Lessee</u>	<u>Date and Hour of Recording</u>	<u>Recordation Number</u>
1 100-Ton Triple Hopper Car, AAR Mechanical Designation HT, Road No. LEF 3600	Lake Erie, Franklin And Clarion Railroad Company	February 28, 1978 11:10 A.M.	9258

The recordation fee of \$20 for this Assignment is included in the \$80 check enclosed with the Assignment of the Lease having Recordation Number 11629.

After recording of the document, please return one counterpart showing recordation to John R. Young, 700 Porter Building, Pittsburgh, PA. 15219.

Very truly yours,

John R. Young
 John R. Young,
 Vice President

RECEIVED
 NOV 15 3 31 PM '82
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Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

11/16/82

OFFICE OF THE SECRETARY

John R. Young
Vice President
Greenville Steel Company
700 Porter Building
Pittsburgh, PA 15219

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/15/82 at 3:40pm, and assigned re-
recording number(s). 9258-A

3367-D(8265-E)	11628-A
3368-D(8265-F)	11629-A
3639-C(8265-G)	11763-A
5639-B(8265-H)	
5619-C(8265-I)	

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 9258 A
FILED 1425

ASSIGNMENT
OF
LEASE OF RAILROAD EQUIPMENT

NOV 15 1982 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT, dated as of December 31, 1980, by and between GREENLEASE COMPANY, a Division of Greenville Steel Car Company, a Pennsylvania corporation (the "Assignor"), and GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignee")

WHEREAS, the Assignor and Lake Erie, Franklin And Clarion Railroad Company, a Pennsylvania corporation (the "Lessee"), heretofore entered into a Lease of Railroad Equipment effective as of February 1, 1978 (the "Lease"), whereby the Assignor leased to the Lessee 1 100-ton Triple Hopper Car, Road No. LEF 3600 (the "Car"); and

WHEREAS, the Assignor desires to assign its interest in the Lease and its interest in the Car to the Assignee, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Effective as of December 31, 1980 Assignor hereby assigns, transfers and sets over unto the Assignee:

- (a) All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, which shall arise or accrue after December 31, 1980; and
- (b) All the Assignor's right, title and interest in the Car.

Assignor further agrees to execute and deliver such instrument or instruments, confirming the transfer of title to the Car to the Assignee, as Assignee may reasonably request.

- 2. Assignee hereby accepts the foregoing assignment, recognizes Lessee's right to continued and uninterrupted possession of the Car upon compliance with the terms of the Lease, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease.
- 3. For purposes of paragraph 16 of the Lease, Assignee's address as Lessor shall be as follows:

Greenville Leasing Company
Greenville, Pennsylvania 16125
- 4. All the terms, covenants and provisions of the Lease shall continue in full force and effect precisely as before.
- 5. This Assignment may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be signed and their respective corporate seals to be duly attested as of the day and year first above written.

Attest:

R. E. Johnson
Assistant Secretary
[Corporate Seal]

GREENLEASE COMPANY, A DIVISION OF
GREENVILLE STEEL CAR COMPANY

By J. T. Egbert
Vice President

Attest:

R. E. Johnson
Assistant Secretary
[Corporate Seal]

GREENVILLE LEASING COMPANY

By J. T. Egbert
Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MERCER) ss:

On this 8th day of November 1982 before me personally appeared J. J. Eghert, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delaware corporation, that one of the seals 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.

Leora Smith
Notary Public

LEORA SMITH, Notary Public
GREENVILLE, PENNSYLVANIA
My Commission Expires March 18, 1985

[Notarial Seal]