

Greenville Leasing Company

700 Porter Building, Pittsburgh, PA 15219

J. R. Young,
Vice President

412/456-4488

4-136A039

May 14, 1984

RECORDATION NO. 5816-2 Filed 11/25

MAY 15 1984 - 12 25 PM

MAY 15 1984

INTERSTATE COMMERCE COMMISSION

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

ICC Washington, D. C.

Please deliver directly to Mildred Lee, Room 2303

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U. S. Code are the original and six counterparts of an Assignment and Agreement dated as of December 31, 1980, related to an Equipment Trust and Security Agreement and a lease of railroad cars. This Assignment and Agreement is a secondary document.

The primary document to which this is connected is the Equipment Trust and Security Agreement recorded at 12:15 p.m. on September 2, 1970, with Recordation Number 5816.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

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

Assignor:	Greenville Steel Car Company Greenville, Pennsylvania 16125
Assignee:	Greenville Leasing Company Greenville, Pennsylvania 16125
Nominee:	GSCX First Equipment Corporation c/o Salomon Brothers One New York Plaza New York, New York 10004

Please also list this Assignment and Agreement in the index under the name of the Lessee, the Cleveland Electric Illuminating Company, Cleveland, Ohio, which is not a party to this Assignment and Agreement.

The undersigned is the assignee mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and five counterparts of the Assignment and Agreement to John R. Young, 700 Porter Building, Pittsburgh, PA 15219.

Agatha L Mergenovich
May 14, 1984
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Also enclosed is a check in the amount of \$10 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Assignment to Greenville Leasing Company of Greenville Steel Car Company's right, title and interest in and to the 295 Aluminum Gondola Cars, Road Nos. GSCX 9000 to 9294, covered by the primary document, said right, title and interest having been previously assigned by GSCX First Equipment Corporation to Greenville Steel Car Company by an Assignment and Agreement recorded at 12:15 p.m. on September 2, 1970, with Recordation Number 5816-B.

Very truly yours,

GREENVILLE LEASING COMPANY

By John R. Young
Its Vice President
ASSIGNEE AS AFORESAID

Enclosures

SCHEDULE A
(to Letter of Transmittal)

DESCRIPTION OF EQUIPMENT

DESCRIPTION:	Two hundred ninety-five 108-ton Aluminum Gondola Cars, AAR Mechanical Designation GT
MANUFACTURER:	Greenville Steel Car Company
IDENTIFICATION MARKS AND NUMBERS (BOTH INCLUSIVE:	GSCX 9000 to 9294

Interstate Commerce Commission
Washington, D.C. 20423

5/15/84

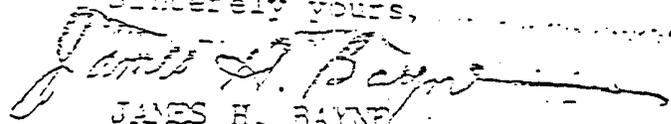
OFFICE OF THE SECRETARY

John R. Young
Greenville Leasing Co.
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 **5/15/84** at **12:35pm** and assigned re-
recording number(s). **5816-C, 8121-F, 8789-A, 8805-A, 9006-A & 9014-A**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

MAY 15 1984 12 22 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND AGREEMENT

Assignment and Agreement (the "Assignment") dated as of December 31, 1980, and effective as of that date, between GREENVILLE STEEL CAR COMPANY, a Pennsylvania corporation (the "Assignor"), GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignee"), and GSCX FIRST EQUIPMENT CORPORATION, an Ohio corporation (the "Nominee").

WHEREAS, the Nominee has previously entered into the following:

- (i) a Lease of Equipment dated as of August 1, 1970 (the "Lease"), with The Cleveland Electric Illuminating Company (the "Lessee"), providing for the lease of 295 Aluminum Gondola Cars, bearing Road Nos. GSCX 9000 to 9294 (the "Equipment"), to the Lessee;
- (ii) a Purchase Agreement dated as of August 1, 1970, with certain institutional investors (the "Purchase Agreement"), providing for the sale and purchase of equipment trust certificates;
- (iii) an Equipment Trust and Security Agreement dated as of August 1, 1970 (the "Equipment Trust Agreement"), with Mellon National Bank and Trust Company, as Trustee (the "Trustee"); and
- (iv) a Collateral Assignment of Lease and Agreement dated as of August 1, 1970 (the "Collateral Assignment"), with the Trustee, providing security for the obligations of the Nominee under the Equipment Trust Agreement; and

WHEREAS, the Nominee and the Assignor have previously entered into the following:

- (i) an Assignment and Agreement dated as of August 1, 1970 (the "Prior Assignment"), pursuant to the terms of which the ownership of the entire interest of the Nominee in and to the Equipment and in and to the Lease, the Purchase Agreement, the Equipment Trust Agreement, and the Collateral Assignment, all insofar as they relate to the Equipment, would be assigned, transferred, set over and confirmed unto the Assignor, subject, however, to the rights and remedies of the Trustee under the Equipment Trust Agreement and the Collateral Agreement;
- (ii) a Nominee Agreement dated as of August 1, 1970 (the "Nominee Agreement") providing, among other things:
 - (a) that the Nominee, in taking title to the Equipment, in leasing the Equipment pursuant to the Lease and in executing the Purchase Agreement, the Equipment Trust Agreement, the Lease, and the Collateral Assignment would act solely as nominee for the Assignor;
 - (b) that all right, title and interest of the Nominee in and to the Lease, the Purchase Agreement, the Equipment Trust Agreement and the Collateral Assignment, all insofar as they relate to the Equipment, would, upon their execution and delivery be, and would continue to be, held by the Nominee as nominee for the Assignor;
 - (c) that all the right, title and interest of the Nominee in and to the Equipment would be taken and held by the Nominee as nominee for the Assignor;

- (d) that all rents, profits and other income and receipts which may be received by the Nominee pursuant to the Lease with respect to the Equipment shall at all times be the property of and belong to the Assignor; and
 - (e) that all obligations and liabilities under or in connection with the documents, instruments and agreements referred to hereinabove shall be and remain solely corporate obligations and liabilities of the Nominee in respect of which the Assignor shall have no liability whatsoever except to the Nominee and then only to the extent specifically provided in paragraph 8 of the said Nominee Agreement; and
- (iii) a Confirmatory Assignment and Agreement dated as of November 17, 1970 (the "Confirmatory Assignment"), confirming the execution and delivery of the instruments and agreements referred to and covered by the Prior Assignment, and confirming the Nominee's assignment and transfer to the Assignor, its successors and assigns, of all the right, title and interest of the Nominee in and to, and all the rights, powers, privileges and remedies of the Nominee under the said instruments and agreements;

NOW THEREFORE, THIS ASSIGNMENT AND AGREEMENT WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, as well as the mutual covenants herein contained, the Assignor and the Assignee, with the consent of the Nominee, do hereby declare, acknowledge and agree as follows:

1. The Assignor hereby assigns, transfers, sets over and confirms unto the Assignee, its successors and assigns, subject, however, to the rights

and remedies of the Trustee under the Equipment Trust Agreement and the Collateral Assignment:

- (a) all the right, title and interest of the Assignor in and to the Equipment; and
- (b) all the right, title and interest of the Assignor in and to, and all the rights, powers, privileges, and remedies of the Assignor under the Prior Assignment, the Nominee Agreement and the Confirmatory Assignment.

2. The Assignee hereby assumes the obligations and liabilities of the Assignor under the Prior Assignment and Agreement, the Nominee Agreement and the Confirmatory Assignment as if the Assignee were an original party thereto.

3. The Nominee hereby consents to all the terms and conditions of the Assignment and agrees, subject to such terms and conditions, that the Assignee shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Nominee under the Prior Assignment, the Nominee Agreement and the Confirmatory Assignment as if the Assignee were an original party thereto.

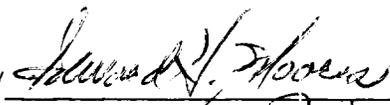
This Assignment may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

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

GREENVILLE STEEL CAR COMPANY

(Corporate Seal)
Attest:


Assistant Secretary

BY 
Vice President

(Corporate Seal)
Attest:

John R. Young
Assistant Secretary

GREENVILLE LEASING COMPANY

BY Edward V. Moore
Vice President

(Corporate Seal)
Attest:

James F. Jones
Secretary

GSCX FIRST EQUIPMENT CORPORATION

BY Robert H. O'Brien
President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

On this 16th day of April, 1981, before me personally appeared, Robert A. Hansen, to me personally known, who, being duly sworn, says that he is President of GSCX FIRST EQUIPMENT CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed 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.

Stephanie T. Pesce
Notary Public

(Notarial Seal)

STEPHANIE T. PESCE
Notary Public, State of New York
No. 01 PE 4689218
Qualified in Kings County
Commission Expires March 30, 1983