New Number


LAW OFFICES
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°ALSO ADMITTED IN OHIO
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TELEX
440367 A AND A


RECORDATION NO. 15052 Filed & Recorded

SEP 15 1986 1-1 5 PM

INTERSTATE COMMERCE COMMISSION

September 15, 1986

6-258A050

SEP 15 1986

$ 10.00

Washington, D. C.

ICC OFFICE OF THE SECRETARY
SEP 15 1 10 PM '86
MOTOR OPERATING UNIT

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and one certified true copy of a Mortgage, Security Agreement and Assignment of Leases and Rents dated as of June 30, 1986, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Mortgagor: Rochester & Southern Railroad, Inc.
3846 Retsof Road
Retsof, New York 14539

Mortgagee: General Electric Credit Corporation
1600 Summer Street
Stamford, Connecticut 06905

The railroad rolling stock covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of $10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Charles T. Kappler

Kindly return the certified copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

> Mortgage, Security Agreement and Assignment of Leases and Rents, dated as of June 30, 1986, between Rochester & Southern Railroad, Inc., Mortgagor, and General Electric Credit Corporation, Morgagee, covering six (6) EMD Model GP40 3000 Horsepower Locomotives bearing RS road numbers 101 through 106, both inclusive (formerly Conrail road numbers).

Very truly yours,

Charles T. Kappler

Charles T. Kappler

Enclosures

SCHEDULE A

Six (6) General Motors Corporation Electro-Motive Division (EMD) Model GP40 3000 Horsepower four axle diesel electric locomotives with the former Conrail road numbers 3056, 3057, 3059, 3063, 3072 and 3079 overhauled and refurbished under contract by Chrome Locomotive, Inc. numbered as follows:

| Serial Number | Locomotive Road Number (RS) |
|---|---|
| 33220 | 101 |
| 33221 | 102 |
| 33223 | 103 |
| 33227 | 104 |
| 33236 | 105 |
| 33243 | 106 |

# Interstate Commerce Commission
Washington, D.C. 20423

9/15/86

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

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 9/15/86 at 1:15pm, and assigned re-recordation number(s). 15052

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 15052 Filed & Recorded

SEP 16 1986 1-15 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, the undersigned Notary Public, have compared the attached copy of the Mortgage, Security Agreement and Assignment of Leases and Rents, dated as of June 30, 1986, between Rochester & Southern Railroad, Inc. and General Electric Credit Corporation with an original of the same document, and have found the copy to be complete and identical in all respects to the original document.

ALEXANDRA J. TERZIEV
NOTARY PUBLIC State of N.Y., Monroe Co.
My Commission Expires ~~March~~ November 30, 1988

Alexandra J. Terziev
Alexandra J. Terziev

RECORDATION NO. 15052 Filed & Recorded

SEP 15 1986 1-1 5 PM

INTERSTATE COMMERCE COMMISSION

[P61708]
EXHIBIT B

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated as of June 30, 1986, between ROCHESTER & SOUTHERN RAILROAD, INC., a corporation organized and existing under the laws of the State of New York (the "Company"), with its address at 3846 Retsof Road, Retsof, New York 14539, and GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation ("GECC"), with its address at 1600 Summer Street, Stamford, Connecticut 06905.

The Company has been duly organized under the laws of the State of New York.

The Company, pursuant to a Purchase and Sale Agreement dated December 13, 1985, as supplemented as of June 30, 1986, by and between The Baltimore and Ohio Railroad Company and Buffalo, Rochester and Pittsburgh Railway Company (the "Sellers"), on the one hand, and the Company, on the other (the "Purchase and Sale Agreement"), proposes, promptly after execution and delivery hereof, to acquire and operate certain railroad assets now owned by the Sellers and located in the State of New York, as more particularly identified in the Purchase and Sale Agreement (the "Acquired Rail Assets").

The Company and GECC have entered into a Loan Agreement dated as of June 30, 1986 (the "Loan Agreement"), providing for a secured loan to the Company in the principal amount of $4,500,000 to be evidenced by a Note (as defined in the Loan Agreement) for the purpose of acquiring the Acquired Rail Assets, subject to the condition, among other things, that the Company execute and deliver this Mortgage, Security Agreement and Assignment of Leases and Rents (this "Mortgage") to secure the Obligations (as hereinafter defined).

All requirements of law and of the charter and the by-laws of the Company have been duly complied with, and all things necessary to make the Note, when executed by the Company, the valid and binding obligation of the Company, and to make this Mortgage a valid and binding mortgage,

security agreement and assignment of Leases and Rents (as hereafter defined) for the security of the Obligations (as hereinafter defined), have been done and performed.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Loan Agreement and the Note, the Company and GECC hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

"Administrative Support Agreement" has the meaning specified in the Loan Agreement.

"Affiliate" has the meaning specified in the Loan Agreement.

"Collateral" means the First Security Interest Collateral and the Second Security Interest Collateral.

"Easements and Exceptions" means the easement granted by the Sellers to CSX Communications, Inc. or another entity in accordance with Section 6.01 of the Purchase and Sale Agreement, the other exceptions and reservations specified in Sections 1, 6 and 7 of the Purchase and Sale Agreement and the exceptions and reservations specified in the title insurance policy of the Monroe Abstract & Title Corporation delivered to GECC pursuant to Section 3.2(n) of the Loan Agreement.

"Equipment Repair Agreement has the meaning specified in the Loan Agreement.

"Event of Default" has the meaning assigned to such term in the Loan Agreement.

"First Security Interest Collateral" has the meaning assigned to such term in Section 2(a) hereof.

"First Security Interests" means all the first priority mortgage and first security interests granted and assignments made to GECC in Section 2(a) hereof.

"Leases" means all leases and other agreements, licenses and instruments to which the Company is a party and which affect the use or occupancy of any of the Acquired Rail Assets or other assets or properties of the Company or pursuant to which the Company derives

rights or interests material to the operation and maintenance of a continuous railroad system between the points specified in the Purchase and Sale Agreement, including without limitation the Purchase and Sale Agreement, the Administrative Support Agreement, the Equipment Repair Agreement, the Power Swap Agreement, the Trackage Rights Agreement and all Material Leases, and all rights thereunder, including (i) all rights, claims, powers, privileges and remedies of the Company, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any tenant or other obligor to perform or comply with any term of the Leases; (ii) all rights to take any and all actions upon the occurrence of a default under the Leases as shall be permitted by the Leases or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and (iii) the right, power and authority in the name of the Company or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and the Rents and to do any and all other acts and things whatsoever which the Company is or may be entitled to do under the Leases, subject to the terms and conditions hereof.

"Liens" has the meaning assigned to such term in the Loan Agreement.

"Loan Documents" has the meaning specified in the Loan Agreement.

"Material Leases" has the meaning specified in the Loan Agreement.

"Obligations" means the obligation to pay principal of and premium and interest on the Note according to its tenor, purport and effect and to perform all other obligations under the Loan Agreement, the Note and this Mortgage, in each case, as the same may be amended, modified or supplemented, including without limitation the obligations to perform and observe all covenants and conditions therein and herein contained and to pay all expenses and disbursements of GECC and its agents and attorneys incurred in connection with the exercise of any right or remedy under the Loan Agreement or this Mortgage.

"Permitted Encumbrances" has the meaning specified in Section 2(c) hereof.

"Person" has the meaning specified in the Loan Agreement.

"Power Swap Agreement" has the meaning specified in the Loan Agreement.

"Rents" means (i) all the rents, issues, earnings, income, tolls, receipts, revenues, profits, products, proceeds, condemnation awards or any other income or payments of any nature in respect of the Leases; (ii) all damages or other amounts payable in the event of any expiration or termination of the Leases pursuant to the terms thereof, by operation of law or otherwise; (iii) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Company under the Leases or otherwise; and (iv) any award in the event of the bankruptcy of any tenant or other obligor under or guarantor of a lease.

"Second Security Interest Collateral" has the meaning assigned to such term in Section 2(b) hereof.

"Second Security Interests" means all the second priority mortgage and security interests granted to GECC in Section 2(b) hereof.

"Security Interests" means the First Security Interests and the Second Security Interests.

"Senior Secured Parties" means those Persons described in Annex III to this Mortgage.

"Trackage Rights Agreement" has the meaning specified in the Loan Agreement.

Section 2. Security Interests in the Collateral.

(a) To secure the due and punctual payment in full of the Obligations, the Company does hereby grant, convey, deliver, mortgage, assign, transfer and set over unto GECC and any other Person or Persons who shall from time to time be entitled to the benefit of the Obligations, including any holder of the Note, a first priority mortgage on and first security interest in and assignment of (the "First Security Interests") all the Company's estate, right, title and interest in, to or in respect of the following property and assets, including the Leases and Rents pursuant to subsection (iv) below (collectively, the "First Security Interest Collateral"), provided, however, that the First

Security Interest Collateral shall not include any Second Security Interest Collateral as described in Section 2(b) hereof:

(i) the Acquired Rail Assets and any and all property and rights of every kind and description acquired or to be acquired by the Company from the Sellers under the Purchase and Sale Agreement, including the lines of railroad and other properties and rights included among the Acquired Rail Assets, as described in Annex I to this Mortgage;

(ii) any and all property and rights, of every kind and description, owned, acquired or to be acquired by the Company on the date of the execution and delivery of this Mortgage, or thereafter acquired by it, or held or acquired for use or used upon or in connection with, or appertaining to, any of the lines of railroad or other property which, or any right, title or interest in which, shall at any time be subject to this Mortgage, including, without limitation, the property and rights of the Company described in Annex II to this Mortgage and:

(A) any and all lands, rights of way, roadbeds, station and depot grounds, all inclines, tunnels, culverts, spurs, tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, tie plates, splices, signals and signal apparatus, interlocking devices and other railroad appurtenances, all telegraph, telephone and electric power transmission lines, including all wires, cables, poles, batteries, conduits, ducts, viaducts, cross overs, anchors, subways, power plants, turbines, flumes, pipes, generators, motors, switchboards and other instruments, all stations or facilities for wireless communication and signalling, all depots, roundhouses, terminals and terminal property and facilities, all station houses, office buildings, warehouses, elevators, freight houses, engine houses, car houses, repair shops, tower houses, yard buildings, water stations, water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, machine shops and other structures, all engines, tenders, cars, buses, trucks and other rolling stock and equipment (and equity therein), all walls, fences, wharves, docks, piers and landings,

steamers and steamships, ferries, boats, barges, tugs and other floating equipment, all machinery, tools, implements and other railroad appliances, apparatus and facilities, materials and supplies, and all other physical property held or acquired for use or used upon or in connection with, or appertaining to, any of said lines of railroad or other properties;

(B) any and all corporate rights, privileges, immunities and franchises, powers, licenses, easements, rights-of-way, leases of lines of railroad or other property, leasehold rights, trackage, terminal, running and traffic rights, interests, including oil, gas and other mineral interests and rights, benefits, advantages, privileges, contracts and general intangibles (as that term is used in the Uniform Commercial Code as in effect in New York), and all other agreements, appurtenances and rights, and all renewals and extensions thereof, and any and all warranties and other rights the Company may have against dealers, manufacturers, contractors or subcontractors, the right to compel performance of the terms of any of the foregoing and all rights to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval thereunder or in respect thereof or any part thereof as well as all rights, powers and remedies of the Company arising thereunder or by statute or at law or in equity, or otherwise arising out of any default or breach thereof, all as though GECC were named therein instead of the Company;

(C) any and all goods, inventory, equipment, machinery, tools, materials, supplies and all other tangible personal property now owned or hereafter acquired by the Company, including without limitation all such property which is attached to, located on or used in connection with any of said lines of railroad or other property;

(D) any and all accounts (as that term is used in the Uniform Commercial Code as in effect in New York) and other rights to receive the payment of money, including without limitation receivables, rights to receive the payment of money under present or future contracts or

agreements (whether or not earned by performance) and all chattel paper (as that term is used in the Uniform Commercial Code as in effect in New York);

(E) any proceeds of and any unearned premiums on any insurance policies now or hereafter covering any part of the First Security Interest Collateral, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof;

(F) any awards or payments, including interest thereon, which may be made with respect to any part of the First Security Interest Collateral, whether in connection with the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right) or in connection with any other injury to or decrease in value of any part of the First Security Interest Collateral;

(G) any and all proceeds or other payments of any kind received by the Company as the result of the sale, lease or other disposition of the First Security Interest Collateral or any part thereof;

(H) all other property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Company may be possessed of or entitled to; and

(I) the right, in the name of the Company, to appear in and defend any action or proceeding brought with respect to the First Security Interest Collateral and to commence any action or proceeding to protect the interest of the Company in the First Security Interest Collateral;

(iii) any and all additions, improvements and betterments to or upon or in connection with any and all lines of railroad, premises and property which, or any estate, right or title to or interest in which, shall at any time be subject to this Mortgage, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in equity as in law, of the Company of, in and to such lines of railroad, premises and property and every part and parcel thereof and of, in and to the appurtenances and

franchises appertaining or hereafter to appertain thereto;

(iv) all Leases and the right to receive and apply all the Rents;

(v) any and all other property of every kind and description, including money, shares of stock, notes, bonds, deposits and other obligations, whether owned by the Company at the date of the execution and delivery of this Mortgage or hereafter acquired by it; and

(vi) any and all property of every kind and description, including money, shares of stock, notes, bonds, deposits and other obligations, which from time to time after the date of the execution and delivery of this Mortgage by delivery or by writing of any kind shall have been Mortgaged by the Company, or by anyone on its behalf, to GECC (who is hereby authorized to receive at any and all times any property as and for additional security for the payment, performance and observance of the Obligations and to hold and apply any and all such property subject to the terms hereof).

TO HAVE AND TO HOLD the foregoing First Security Interest Collateral hereby conveyed and assigned, or intended to be conveyed or assigned, unto GECC, its successors and assigns forever.

(b) To secure the due and punctual payment in full of the Obligations, the Company does hereby grant, convey, deliver mortgage, assign, transfer and set over unto GECC and any other Person or Persons who shall from time to time be entitled to the benefit of the Obligations, including any holder of the Note, a second priority mortgage on and second security interest in (the "Second Security Interest") all the Company's estate, right, title and interest in, to or in respect of the following property and assets (the "Second Security Interest Collateral"):

(i) any and all equipment, machinery, tools and other tangible personal property subject to a lien in favor of a Senior Secured Party to secure the Company's obligations in respect of the Equipment Financing Indebtedness, as defined in the Loan Agreement;

(ii) any and all inventory and receivables subject to a lien in favor of a Senior Secured Party to secure

the Company's obligations in respect of the Working Capital Indebtedness, as defined in the Loan Agreement;

(iii) any and all locomotives contributed to the Company by GWI as a capital contribution and subject to a lien in favor of a Senior Secured Party to secure obligations under the financing agreements relating to such locomotives;*

(iv) any proceeds of and any unearned premiums on any insurance polices now or hereafter covering any part of the Second Security Interest Collateral, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof;

(v) any awards or payments, including interest thereon, which may be made with respect to any part of the Second Security Interest Collateral, whether in connection with the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right) or in connection with any other injury to or decrease in value of any part of the Second Security Interest Collateral;

(vi) any and all proceeds or other payments of any kind received by the Company as the result of the sale, lease or other disposition of the Second Security Interest Collateral or any part thereof; and

(vii) the right, in the name of the Company, to appear in and defend any action or proceeding brought with respect to the Second Security Interest Collateral and to commence any action or proceeding to protect the interest of the Company in the Second Security Interest Collateral;

TO HAVE AND TO HOLD the foregoing Second Security Interest Collateral hereby conveyed and assigned, or intended to be conveyed or assigned, unto GECC, its successors and assigns forever.

(c) The foregoing grants of Security Interests are subject to the Easements and Exceptions. The foregoing grants of Security Interests are also subject, as to the Second Security Interest Collateral, to the Liens in favor of the Senior Secured Parties as described in Annex III to this Mortgage, and subject, as to all Collateral, to any Liens described in Annex IV to this Mortgage, in each case

* including those shown on Annex VI to this Mortgage

to the extent, but only to the extent, that in law any such Lien shall constitute a valid Lien against any part of the Collateral prior to the lien of this Mortgage ( all such Easements and Exceptions and all such Liens described in Annexes III and IV to this Mortgage being hereinafter collectively called the "Permitted Encumbrances"); provided, however, that GECC upon the happening of any Event of Default shall have and may exercise any and all rights of the Company to terminate any such Permitted Encumbrance.

Section 3. Certain Representations and Covenants.

(a) Further Assurances. Subject to the rights of the Senior Secured Parties and the beneficiaries of all Easements and Exceptions, all Collateral by this Mortgage covenanted to be Mortgaged, and any Collateral at any time acquired by the Company and required by this Mortgage to be Mortgaged shall, immediately upon the acquisition thereof by the Company and without any further act, become and be subject to the lien of this Mortgage as fully and completely as though now owned by the Company and specifically described in Section 2 hereof; but, at any and all times, the Company will make and deliver any and all such further assurances or conveyances or assignments thereof as GECC may reasonably require, for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage; and the Company will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances as shall be necessary or reasonably requested by GECC for such purpose.

(b) Title to Collateral; Liens. The Company represents, warrants, covenants and agrees that, after giving effect to the transactions contemplated by the Purchase and Sale Agreement and the Loan Agreement and subject to the provisions of the Purchase and Sale Agreement, it is lawfully seized and possessed of said Collateral herein Mortgaged, including good and marketable title to all Collateral consisting of the real property portions as described in the policy of title insurance of Monroe Abstract & Title Corporation delivered to GECC pursuant to Section 3.2(n) of the Loan Agreement, except parcels described in paragraphs 34A and 34B of such policy, and insurable title to those parcels described in paragraph 34(A) and 34(B) of such policy, and good title to all Collateral which is personal property, that it has a good right to Mortgage such Collateral, and that such Collateral is free from all Liens except Permitted Encumbrances. The

foregoing is subject to the limitation that in the case of railroad transportation contracts and other contracts listed on Exhibit 6 to the Purchase and Sale Agreement, the Company shall use its best efforts to make such contracts assignable to GECC or other holder of the Note (as defined in the Loan Agreement) and to obtain consents or acknowledgments from the shippers or other parties under such contracts that such contracts are so assignable, and the Company shall promptly notify GECC with respect thereto. Subject to the previous two sentences, the Company at its expense will at all times preserve, warrant and defend its title and right in and to the Collateral and the Security Interests against the claims and demands of all Persons and will maintain and preserve the Security Interests as long as the Obligations are outstanding.

Except for Permitted Encumbrances, the Company will not create or suffer to exist any Lien which would be prior to or on a parity with the lien of this Mortgage upon the Collateral, or any part thereof, or upon the income thereof. The Company will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, promptly and in any case prior to the due date thereof, all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be entitled to a lien or charge upon the Collateral or some part thereof, or the income thereof; provided that the Company shall not be required to pay any such claim or demand as long as the same shall be permitted to remain unpaid under Section 6.2 of the Loan Agreement.

(c) Maintenance of Collateral; Insurance. The Company will at all times (i) diligently preserve all the rights and franchises to it granted and upon it conferred, (ii) maintain, preserve and keep the rolling stock, fixtures, appurtenances and other Collateral subject to this Mortgage in good repair, working order and condition, (iii) keep the railroads, premises and other Collateral subject to this Mortgage supplied with all necessary motive power, rolling stock and equipment and (iv) make all needful repairs, renewals and replacements, alterations, additions, betterments and improvements in view of the level of traffic and service, subject to Section 6.17 of the Loan Agreement. The Company will at all times preserve its corporate existence. The Company will maintain or cause to be maintained insurance with respect to the Collateral and its business in accordance with the provisions of Section 5.4 of the Loan Agreement.

(d) Recording of Mortgage. The Company, at its own cost and expense, will cause this Mortgage, and will execute and cause all mortgages, amendments and instruments supplemental hereto and all financing statements and other documents, to be recorded and filed and to be kept recorded and filed in such manner, at such times and in such places as may be required by law or necessary or advisable or reasonably requested by GECC in order fully to establish, preserve, protect and perfect the Security Interests and the rights of GECC and all other Persons entitled to the benefit of the Obligations.

Section 4. Remedies and Other Rights.

(a) Remedies. If there shall occur and be continuing an Event of Default, then and in each and every such case, subject to the rights of the Senior Secured Parties and the beneficiaries of the Easements and Exceptions, GECC or its agents or attorneys, may, at the expense of the Company and the Collateral, at any time and from time to time:

(i) enter into and upon all or any part of the Collateral, including the railroads, rolling stock, property and premises, lands, rights, interest and franchises hereby Mortgaged or intended so to be, and each and every part thereof, take possession thereof by force, summary proceedings, ejectment or otherwise, and exclude the Company and all other Persons (subject to the rights of such Persons) therefrom; use, operate, manage and control all or any part of the Collateral, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof; by purchase, repairs or construction, maintain and restore, and insure or keep insured, all or any part of the Collateral and any property used in connection with all or any part of the Collateral, lease or otherwise deal with or convert all or any part of the Collateral to any other use which GECC shall in its sole discretion determine; make all necessary, useful or proper repairs, renewals, replacements, alterations, additions, betterments and improvements, as GECC may in its sole discretion determine; manage the Collateral and carry on the business, enter into agreements, and exercise all rights and powers of the Company, either in the name of the Company or otherwise, as GECC shall in its sole discretion determine; and collect and receive all tolls, earnings, income, rents, issues,

profits and proceeds of the same and every part thereof; or

(ii) foreclose upon, sell, assign, transfer and deliver, subject to any or all then existing Liens thereon, all or any portion of the Collateral, including all the rights, title, estates, railroads, equipment, inventory, receivables, franchises, leases, leasehold interests, contracts and appurtenances, stocks and bonds, and all other property of every name and nature, and all or any estate, right, title and interest, claim and demand therein, and right of redemption thereof, at any private sale or public auction with or without demand, advertisement or notice (except as may be required by applicable law) of the date, time and place of sale and any adjournment thereof, for cash or credit or other property, for immediate or future delivery and for such price or prices and on such terms as GECC, in its sole discretion, may determine, or as may be required by applicable law; or

(iii) proceed to protect and to enforce its rights by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in the Loan Agreement or the Note, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy, as GECC shall deem effectual to protect and enforce any of its rights or duties under this Mortgage; or

(iv) exercise any rights or remedies given to secured parties under the Uniform Commercial Code as in effect in New York or exercise a power of sale or any other right given to mortgagees under applicable law; the Company agrees that 15 days' prior written notice of the time and place of any public sale or the time after which a private sale of all or any portion of the Collateral may be made is reasonable for all purposes of the Uniform Commercial Code as in effect in New York; or

(v) exercise any remedies available under the Loan Agreement or the Note or any other Loan Document; or

(vi) any combination of the foregoing.

GECC may foreclose the lien of this Mortgage against the Collateral in one proceeding or against portions of the Collateral in a series of separate proceedings.

(b) Power to Convey Title. Upon any conveyance, assignment or transfer under this Mortgage, GECC shall have the power to execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds and other instruments conveying, assigning and transferring the Collateral sold. GECC hereby is irrevocably appointed the true and lawful attorneys of the Company, in its name and stead, to make all such conveyances, assignments and transfers of the Collateral; and, for that purpose, GECC may execute all requisite deeds and instruments of conveyance, assignment and transfer, and may substitute one or more Persons with like power, the Company hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof which is in conformity with this Mortgage, the other Loan Documents and applicable law to the extent not waived hereunder. Nevertheless, the Company shall, if so requested by GECC, promptly ratify and confirm any conveyance, assignment or transfer by executing and delivering to GECC or to such purchaser or purchasers all such instruments as may be requested by GECC. In addition, the Company shall, if so requested by GECC, promptly execute and deliver to GECC such deeds, instruments of assignment and other documents as GECC may deem necessary or appropriate to enable GECC or any agent or representative designated by GECC to obtain possession of all or any portion or portions of the Collateral or to enjoy the benefits of any other right or remedy hereunder, subject to the terms of this Mortgage and subject to the rights of other Persons.

(c) Effect of Sale. Any conveyance, assignment or transfer made under or by virtue of this Mortgage, whether under the power of sale herein granted and conferred or under or by virtue of judicial proceedings, shall operate to divest all estate, right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the Collateral so conveyed, assigned or transferred, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or to claim the Collateral conveyed, assigned or transferred, from, through or under the Company, its successors or assigns.

(d) Purchaser Discharged. The receipt of GECC for the consideration paid at any such conveyance, assignment or transfer shall be a sufficient discharge therefor to any purchaser of the Collateral; and no such purchaser or his representatives, grantees or assigns, after paying such consideration and receiving such receipt, shall be bound to see to the application of such consideration or any part thereof upon or for any trust or purpose of this Mortgage, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such consideration or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(e) Application of Proceeds. The proceeds of any exercise of remedies hereunder, whether made under the right of entry or the power of sale herein granted or pursuant to judicial proceedings or otherwise, together with any other sums which then may be held by GECC under any of the provisions of this Mortgage, shall be applied as follows, subject to the rights of the Senior Secured Parties and the beneficiaries of the Easements and Exceptions:

(i) to the payment of the costs and expenses of GECC, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by GECC in managing and maintaining the Collateral or the collateral under any other Loan Document, the costs and expenses of effecting any conveyance, assignment or transfer hereunder or exercising any right or remedy hereunder or otherwise and to the payment of all taxes, assessments or other Liens, except Liens subject to which any Collateral shall have been sold;

(ii) to the payment of interest on the Note;

(iii) to the payment of principal on the Note;

(iv) to the payment of any and all other Obligations at the time due and owing to the Persons entitled thereto;

(v) to the payment of the surplus, if any, to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(f) Waiver of Rights. The Company agrees, to the fullest extent allowed by applicable law, that it will not

at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law, now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the Collateral, or any part thereof, prior to any disposition thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor will it insist upon, or be entitled to, the fixing of an upset price upon the Collateral, or any part thereof, in connection with any such sale; nor after any such disposition will it claim or exercise any right under any statute heretofore or hereafter enacted, or otherwise, to redeem the Collateral so sold or any part thereof; and the Company, for itself and all Persons claiming under or through it, hereby expressly waives, to the fullest extent allowed by applicable law, all such rights and all benefit and advantage of any such law or laws, and it covenants and agrees, to the fullest extent allowed by applicable law, that it will not hinder, delay or impede the execution of any power herein granted or delegated to GECC, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. In exercising its right to take possession of the Collateral upon the occurrence of an Event of Default, GECC may enter into or upon any part of the Collateral without being guilty of trespass or any wrongdoing, and without liability for damages thereby occasioned except for its gross negligence or wilful misconduct. In addition, the Company, for itself and all Persons claiming under or through it, to the fullest extent allowed by applicable law, hereby (i) agrees that, if any Collateral proposed to be conveyed, assigned or transferred hereunder should be situated in two or more counties or judicial districts GECC shall have full power in connection with such conveyance, assignment or sale to select in which county or judicial district any or all such Collateral shall be conveyed, assigned or transferred, (ii) waives the provisions of any law heretofore or hereafter enacted in any jurisdiction in which Collateral is located, insofar as such law restricts the right of GECC to offer for sale more than a specified amount of the Collateral, and GECC may offer for sale any or all Collateral at any time regardless of the manner in which it may be described, (iii) waives the provisions of any law heretofore or hereafter enacted in any jurisdiction in which Collateral is located, providing for forfeiture for failure to note of record an assignment of indebtedness secured by mortgages, security interests or assignments, and (iv) waives trial by jury in any action or

proceeding brought by, or any counterclaim asserted by GECC which action, proceeding or counterclaim in any way arises out of or is connected with this Mortgage. All recitals in any instrument of assignment or any other instrument executed by GECC incident to any sale, transfer, assignment, disposition or utilization of the Collateral or any part thereof shall be full proof of the matter stated therein and no other proof shall be required to establish full legal propriety of the sale or other action taken by GECC or of any fact or condition incident thereto, all of which shall be deemed conclusively to have been performed or to have occurred.

(g) Delay Not Waiver. No delay or omission of GECC to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this Mortgage may be exercised from time to time, and as often as may be deemed expedient, by GECC.

(h) Abandonment Not Waiver. In case GECC shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to GECC, then, and in every such case, the Company and GECC shall severally and respectively be restored to their former positions and rights hereunder in respect of the Collateral, and all rights, remedies and powers of GECC and of the Company shall continue as though no such proceedings had been taken.

(i) Right to Buy at Sale. To the fullest extent allowed by applicable law, GECC or any other Person entitled to the benefit of any Obligation may be a purchaser of the Collateral or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise. GECC may apply against the purchase price therefor the amount then due in respect of the Obligations, and any other Person entitled to the payment of any Obligation may apply against the purchase price therefor the amount thereof then due and owing to such Person, the payment of which this Mortgage by its terms secures, which shall, upon distribution of the net proceeds of such sale, be payable to such Person. GECC or any such Person shall, upon any such purchase, acquire good title to the property so purchased, free of the lien of this Mortgage.

(j) Appointment of Receiver. GECC shall, as a matter of right, be entitled to the appointment of a receiver (who may be GECC or any successor or nominee thereof) for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of Collateral or the taking of possession thereof or otherwise, and the Company hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Collateral shall be entitled to exercise all the rights and powers with respect to the Collateral to the extent instructed to do so by GECC.

(k) Right of GECC To Perform the Company's Covenants. If the Company shall fail to make any payment or perform any act required to be made or performed hereunder or under any other Loan Document, GECC, upon notice to the Company and expiration of any applicable grace period (except in cases of emergency that threaten bodily injury or material damage to property, in which case GECC will allow such notice and grace period, if any, as is reasonable in the circumstances), but without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Company, and, to the extent permitted by applicable law, may enter into and upon the Collateral for such purpose and take all such action thereon as, in GECC's opinion, may be necessary or appropriate therefor, subject to the rights of other Persons under the Leases or otherwise. All sums so paid by GECC and all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate specified in Section 2.4 of the Loan Agreement from the date of payment or incurring until paid, shall constitute additional indebtedness secured by this Mortgage and shall be paid by the Company to GECC upon demand therefor.

(l) Remedies Cumulative. Each right, power and remedy of GECC provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or now or hereafter existing at law or in equity or by statute (including, without limitation, the Uniform Commercial Code as in effect in New York) or otherwise, and the exercise or beginning of the exercise by GECC of any one or more of the rights, powers or remedies provided for in this Mortgage or now or hereafter existing at

law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by GECC of any or all of such other rights, powers or remedies.

(m) Limitations on Remedies and Other Rights; Liability for Exercise of Remedies and Other Rights. Notwithstanding any provision of this Mortgage, the remedies and other rights specified hereunder are subject to the rights of the Senior Secured Parties and the beneficiaries of the Easements and Exceptions. GECC shall be under no liability for or by reason of any taking of possession, entry, renewal or holding, operation or management of Collateral or exercise of any other remedy or right hereunder, except for its gross negligence or wilful misconduct and except that any proceeds so received by GECC shall be applied in accordance with Section 4(e) hereof.

Section 5. Releases of Collateral.

(a) Collateral Surplus to the Needs of the Company. From time to time, the Company, subject to the conditions and limitations prescribed in this Section 5, and not otherwise, may request permission to sell, and GECC, upon delivery to GECC of the resolutions, opinion and certificates required by Section 5(f), shall consent to the release from the Lien of this Mortgage, such consent not to be unreasonably withheld, of any Collateral which GECC shall determine to be no longer necessary or expedient or advantageous for the Company to retain for the operation, maintenance or use of the lines of railroad then subject to this Mortgage, or for use in the business of the Company. The proceeds obtained from the sale of Collateral released pursuant to this Section 5(a) shall be applied to the rehabilitation program described in Annex V until the Company shall have spent a total of $600,000 on such rehabilitation.

(b) Joint Depot and Terminal Facilities. From time to time, the Company, subject to the conditions and limitations prescribed in this Section 5, and not otherwise, may, for the purpose of providing joint depot and terminal facilities with other railroads, request permission to sell parts of its tracks or other property, or grant trackage rights over such tracks, or make other arrangements, to or with any terminal company or union depot company or other railroad company with which it may enter into arrangements for such joint depot and terminal facilities, provided that (a) in the opinion of GECC, the Company is not thereby prevented from maintaining and operating a continuous

railroad system as theretofore operated, (b) the Company secures and pledges or assigns under this Mortgage contracts giving it the right to use such joint depot or terminal facilities upon terms that are consistent with good business practices and that are substantially equal with respect to Affiliates of the Company and (c) in the opinion of GECC, the value of the property sold or the rights parted with and the value of the rights, moneys and property obtained shall be consistent with good business practice and shall be commensurate as to Affiliates; and GECC, upon the delivery to GECC of the resolutions, opinion and certificates required by Section 5(f), may release the property so sold.

(c) Removed or Abandoned Property. GECC may, from time to time, release from the Lien of this Mortgage any franchise or portion thereof which is to be or shall have been surrendered by the Company, and any tracks and structures which are to be or shall have been removed or abandoned by it, provided that (a) such surrender of franchise or such removal or abandonment of tracks or structures shall be or shall have been made pursuant to any agreement with a state, municipality or other political division or subdivision of a state, or to legal requirement, and shall have been duly authorized by all public authorities, if any, having jurisdiction in the premises, (b) the Company, as far as may be permitted by law, shall retain all franchises, tracks and structures necessary or proper to entitle it to maintain and operate a continuous railroad system as theretofore operated and (c) in the opinion of GECC, the value of the security afforded by this Mortgage shall not be, in any way, impaired or prejudiced thereby.

(d) Governmental Taking. Should any part of the Collateral be taken by the exercise of the power of eminent domain or should any governmental body or agency, at any time, exercise any right which it might have to purchase any part of the Collateral, GECC may release from the lien of this Mortgage the Collateral so taken or purchased, and shall be protected in doing so upon being furnished with an opinion of counsel satisfactory to GECC to the effect that such Collateral has been taken by exercise of the power of eminent domain or purchase by a governmental body or agency in exercise of a right which it had to purchase the same.

(e) Replacement of Equipment. The Company shall have full power, in its discretion, from time to time in the ordinary course of business, to dispose of any portion of the capitalized equipment, machinery, apparatus, implements and other portable personal property at any time held

subject to the lien hereof, which may have become obsolete or otherwise unfit for use in connection with the other Collateral, first or simultaneously replacing the same by new equipment, machinery, apparatus, implements or other portable personal property of at least equal value, which shall become subject to the lien of this Mortgage, unless such replacement is not necessary or appropriate for the continued operation of the Company's business; provided, however, that the Company shall not have the power to dispose of property pursuant to this Section 5(e) in any fiscal year with an aggregate book value in excess of $50,000, without the consent of GECC.

(f) Resolutions, Certificates and Opinions. GECC shall not release Collateral from the Lien of this Mortgage pursuant to Section 5(a) or 5(b) unless, in addition to satisfaction of the conditions to such release therein described, GECC shall have received:

(i) a copy of a resolution of the Board of Directors of the Company, certified by its Secretary, requesting such release and describing the Collateral so to be released;

(ii) a certificate signed by the President and by the Chief Financial Officer of the Company setting forth:

(A) a description of the Collateral the release of which is requested;

(B) the selling price of such Collateral and a description of, and the cost and fair value to the Company of, any consideration (other than cash) to be received in exchange therefor;

(C) that, consistent with the requirements of Sections 5(a) and 5(b), the fair value of such Collateral is not greater than the fair value of the consideration to be received therefor; and

(D) such matters as may be reasonably required by GECC in order to show that the release of such Collateral is authorized under the provisions and restrictions of this Section 5;

(iii) any instruments necessary or appropriate or requested by GECC to subject to the lien of this

Mortgage the consideration for the Collateral so to be released;

(iv) if requested by GECC, in case the release of Collateral is requested which is valued by GECC or by the President and Chief Financial Officer of the Company at $50,000 or more, a certificate of an independent engineer selected by the Company and satisfactory to GECC setting forth that the fair value of the Collateral to be released is not greater than the consideration to be received therefor;

(v) an opinion of counsel satisfactory to GECC:

(A) in case the consideration for the Collateral to be released, or any part thereof, consists of property other than cash, specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the lien of this Mortgage such other property or stating that such other property is then subject to the lien of this Mortgage and that no such mortgage, deed, conveyance, assignment, transfer or instrument of further assurance is necessary for such purpose; and

(B) in case the consideration for the Collateral to be released, or any part thereof, consists of property other than cash, stating that the Company has acquired good title thereto (or good title subject only to such Liens as do not, in the opinion of such counsel, impair the use of such property by the Company), and that the same and every part thereof is free and clear of all Liens prior to or on a parity with the lien of this Mortgage, except taxes (remaining payable without penalty), and stating also that the Company has lawful power to acquire, own and use such other property or rights in its business.

The resolutions, opinions and certificates so to be furnished to GECC may be received by GECC as conclusive evidence of any of the facts, or of the continuance of any condition, or of anything by this Section 5 required to be established or shown in order to authorize the action sought in respect of any Collateral forming the subject of such resolutions and certificates, and shall be full warrant to GECC for any action taken on the basis thereof; but GECC, in

its discretion, may require at the cost and expense of the Company such reasonable further and additional evidence as GECC may deem desirable.

Section 6. Leases and Rents. (a) Assignment. The assignment of Leases and Rents contained in Section 2(a)(iv) hereof shall be fully operative without any further action on the part of the Company or GECC and shall entitle GECC to all Rents whether or not GECC takes possession of any of the Collateral. The Company hereby further grants to GECC the right (i) to enter upon and take possession of any of the Collateral for the purpose of collecting the Rents, (ii) to dispossess by the usual summary proceedings any tenant or other obligor defaulting in the payment thereof to GECC, (iii) to let the Collateral or any part thereof, and (iv) to apply the Rents, after payment of all necessary charges and expenses, toward payment of the indebtedness in such priority and proportions as GECC, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Collateral, in each case whether or not sale or foreclosure has been instituted. Such assignment and grant shall continue in effect until the Note has been fully paid and shall be cumulative of all other rights and remedies available to GECC under this Mortgage or otherwise. The foregoing provisions shall constitute an absolute and present assignment of the Leases and Rents to GECC, subject, however, to the conditional permission given to the Company to collect the Rents until the occurrence of an Event of Default. Rents collected by the Company, or a portion of such Rents sufficient to discharge all current sums due on the Note, shall be held by the Company in trust for use in payment of the Note. The Company shall not, without the consent of GECC, (i) cancel any Material Lease or material trackage rights agreement, except where the lessee or other obligor is in default thereunder, unless a new such Lease or agreement is entered into on terms at least as favorable to the Company as the Lease or agreement so canceled, (ii) materially change, amend or supplement any Material Lease or material trackage rights agreement or (iii) further assign the whole or any part of the Rents unless such assignment is expressly subject and subordinate to the rights of GECC hereunder. If the consent of GECC is required hereunder, (a) a certificate of the President and Chief Financial Officer of the Company shall have been furnished to GECC stating that such action in their opinion is advantageous to the Company, does not impair the security afforded by this Mortgage and does not operate to prevent the Company from maintaining and operating a continuous railroad system as theretofore operated,

(b) a copy of a resolution of the Board of Directors of the Company approving such action, if such approval is necessary, shall also have been delivered to GECC and (c) GECC shall have consented in writing within 15 days' after receipt of notice from the Company. If GECC objects, GECC shall set forth the basis of its objection to the Company. The Company shall (a) materially fulfill or perform each and every material provision of the Leases on the part of the Company to be fulfilled or performed, (b) promptly send copies of all notices of default which the Company shall send or receive under the Material Leases or material trackage rights agreements to GECC, and (c) enforce, short of termination of the Material Leases, the performance or observance of the provisions thereof by the lessees or other obligors thereunder. Nothing contained in this paragraph shall be construed as imposing on GECC any of the obligations of any party under the Leases. The Company shall obtain all consents and approvals, if any, necessary to the effective assignment of the Material Leases and Rents in respect of such Leases in accordance with the terms hereof. This Section 6(a) is subject to the limitation that in the case of railroad transportation contracts and other agreements specified on Exhibit 6 to the Purchase and Sale Agreement, the Company shall use its best efforts to assign such contracts to GECC and to obtain any necessary consents and acknowledgments from the shippers or other parties under such contracts and the Company shall promptly notify GECC with respect thereto.

(b) Section 291-f. The Company will, to the extent required by law, cause the lessee under each Lease to be duly notified in writing pursuant to Section 291-f of the New York Real Property Law (unless the substance and effect of such notice shall be contained in such Lease) of the subjection of the owner's interest, as lessor, in and to such Lease to the Lien of this Mortgage and of the name and address of GECC. Each such notice shall specifically refer to said Section 291-f, shall state that the lease of such lessee is a Lease as herein defined and shall be accompanied by a copy of the relevant provisions of this Mortgage. If this Mortgage is assigned by GECC or the address of GECC shall at any time be changed, the Company will, to the extent required by law, cause each lessee under each Lease to be promptly notified in writing of the name and address of such assignee or successor or the new address of GECC, as the case may be. The Company will request each lessee under each Lease to whom any notice is sent pursuant to this Section to acknowledge receipt of such notice. The Company will promptly deliver to GECC a copy of each such

acknowledgment of receipt which it is able to obtain. GECC shall not be responsible for securing or causing the Company to secure any such acknowledgment.

(c) Amendment. The Company may amend or modify the provisions of any Lease without the consent of GECC only if such amendment shall not reduce the Rent payable or space demised thereunder or alter the term thereof or have an adverse effect upon the value of the Company's interest thereunder, and if such Lease, as amended, shall otherwise be in compliance with the requirements of this Mortgage.

(d) Prepayments of Rent. The Company agrees that it will not receive or collect, or permit the receipt or collection of, any payment of Rent under any Lease more than one month in advance of the respective period in respect of which it is to accrue, except that (i) in connection with the execution and delivery of any Lease or of any amendment to any Lease, Rent thereunder may be collected and received in advance in an amount not in excess of one month's rent and/or a reasonable security deposit may be required thereunder (provided that such deposits are maintained in accordance with applicable law) and (ii) the Company may receive and collect escalation and other charges in accordance with the terms of each Lease.

(e) Future Leases. The Company agrees that it will not enter into any Material Lease after the date hereof that does not contain terms to the effect that such Lease and the rights of the tenants or other Persons thereunder shall be subject to this Mortgage. In addition, the Company agrees to use its best efforts to provide that any Material Lease as to which the Company is lessor entered into after the date hereof will contain terms to the effect as follows:

(i) in the case of any foreclosure hereunder, the rights and remedies of the tenant or other Person in respect of any obligations of any successor landlord thereunder shall be nonrecourse as to any assets of such successor landlord other than its interest in the Collateral;

(ii) any mortgagee or purchaser upon the foreclosure (or the giving or granting of a deed in lieu thereof) of any of the Collateral which shall succeed to the rights of the landlord under the Lease shall not be (x) liable for any previous act or omission of landlord, (y) subject to any offset which shall have theretofore accrued to the tenant against landlord or

(z) bound by any prepayment of more than one month's installment of base rent; and

(iii) the tenant agrees to attorn, at the option of GECC or the purchaser of the Collateral, upon a foreclosure (or the giving or granting of a deed in lieu thereof).

(f) Events of Default. The Company hereby irrevocably authorizes and directs each tenant or other Person under a Lease, upon receipt of notice from GECC that an Event of Default has occurred, to pay directly to, or as directed by, GECC all Rent accruing or due under its Lease from and after the receipt of such notice. The Company agrees that any tenant or other Person shall have the right to rely upon the notice from GECC, and shall pay such Rent to or as directed by the Company without any obligation to inquire into the actual existence of any Event of Default claimed by GECC, and notwithstanding any notice from or contrary claim by the Company, and the Company shall have no right or claim against such tenants or other Person for any Rent so paid to GECC. Such Rent shall continue to be paid to GECC unless and until the Event of Default which gave rise to the termination of the Company's conditional permission to collect the Rents under subsection (a) of this Section 6 is cured to the satisfaction of GECC, so long as the Note shall not then be due and payable, whether at maturity, by declaration or acceleration or otherwise. Following an Event of Default, GECC shall enjoy all the benefits of and be entitled (but shall not be obligated) to exercise all rights under the Leases, including but not limited to rights of amendment and termination. In the event any such Event of Default is cured as aforesaid, GECC shall direct each tenant or other Person by written notice to resume the payment of all Rent accruing or due under its Lease directly to the Company from and after such tenant's or other Person's receipt of such notice from GECC.

(g) Enforcement of Leases. The Company at its expense will enforce the Leases in accordance with their terms. Neither this Mortgage nor any action or inaction on the part of GECC shall release any tenant or other Person or the Company from any of their respective obligations under the Leases or constitute an assumption of any such obligation on the part of GECC. No action or failure to act on the part of the Company shall adversely affect or limit the rights of GECC under this Mortgage, or through this Mortgage, under the Leases.

(h) Further Assurances. During the term hereof, all rights, powers and privileges of GECC herein set forth are coupled with an interest and irrevocable, subject to the terms and conditions hereof, and the Company will not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof. The Company will, from time to time, upon request of GECC, execute all instruments and further assurances and all supplemental instruments and take all such action as GECC from time to time may reasonably request in order to perfect, preserve and protect the interests being assigned to GECC hereby. The Company hereby agrees that it will not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases in any manner which would violate this Mortgage. If the Leases shall be amended as permitted hereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

(i) No Obligations. Nothing contained herein shall operate or be construed to (A) obligate GECC to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon GECC with respect to the Leases (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in the Leases in the event that any tenant or other Person shall have been joined as a party defendant in any action by which the estate or interest of such tenant or other Person shall be terminated), or (B) place upon GECC any responsibility for the operation, control, care, management or repair of the Collateral.

Section 7. Miscellaneous.

(a) Real Property Transfer Gains Tax. (i) The Company shall (A) pay when due any tax imposed upon it pursuant to the provisions of Article 31-B of the Tax Law of the State of New York in connection with the foreclosure or partial foreclosure of this Mortgage, the acceptance by GECC (or a nominee of GECC) of a deed or assignment to any part of the Collateral, in lieu of foreclosure, or partial foreclosure, of this Mortgage or the exercise by GECC of any remedy set forth herein (the "Gains Tax"), and (B) prepare, execute and file any Transferor's Form required to be prepared, executed and filed in connection therewith. Should the Company default in the payment of the Gains Tax, GECC may, but shall not be obligated to, pay the same or any part thereof, and the Company shall, on demand, reimburse

GECC for all amounts so paid plus interest thereon at the rate set forth in Section 2.4 of the Loan Agreement. The Company hereby irrevocably appoints GECC as the true and lawful attorney of the Company (coupled with an interest), in its name and stead, to pay the Gains Tax pursuant to the preceding sentence, and, if the Company shall fail to comply with its obligations under clause (B) of the first sentence of this Section 7(a) after having been given a reasonable opportunity to comply therewith, to prepare, execute and file any Transferor's Form or other instruments required to be prepared and filed in connection therewith. The Company shall provide GECC with all information required for completion of such Transferor's Form, including, without limitation, information as to capital improvements made in respect of the Collateral from time to time. The Company hereby provides GECC with a certified statement that its aggregate cost basis in the Collateral as of the date hereof is $4,500,000. The obligations of the Company pursuant to clause (B) of the first sentence of this Section 7(a) shall survive the foreclosure, or partial foreclosure, of this Mortgage, the acceptance by GECC of a deed or assignment of any part of the Collateral, in lieu of a foreclosure, or partial foreclosure, of this Mortgage, and the exercise by GECC of any remedy set forth herein. In the event the Gains Tax shall be repealed, or shall be amended such that no such tax would be imposed in connection with any of the events described in clause (A) of this Section 7(a), the Company shall thereafter be relieved of its obligations under this Section 7(a).

(b) Stamp and Other Taxes. The Company will pay any United States documentary stamp taxes, with interest and fines and penalties, and any New York (State and City) mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason of this Mortgage, the Obligations secured thereby or any instrument or transaction affecting or relating to any thereof and in default thereof GECC may advance the same and the amount so advanced shall be payable by the Company to GECC upon demand therefor, together with interest thereon at the rate set forth in Section 2.4 of the Loan Agreement; provided, however, that the Company shall not be obligated under this Section 7(b) to pay any taxes which may arise in connection with the ownership or transfer by GECC of the Obligations or the Note or any interest therein or which may be imposed upon the income of GECC.

(c) Additional Security. Without notice to or consent of the Company and without impairment of the lien

and rights created by this Mortgage, GECC may accept (but the Company shall not be obligated to furnish) from the Company, or from any other Person or Persons, additional security for the Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent GECC from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Security Interests and GECC's rights under this Mortgage.

(d) Changes in Law Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the State of New York deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the Obligations, GECC may, at its option, upon 60 days' notice, declare the Obligations to be due and payable; provided, however, that GECC shall not make such declaration and this Mortgage shall remain in effect if, notwithstanding said law: (i) (x) the Company may lawfully pay such taxes on behalf of GECC or (y) the Company and GECC may lawfully, and do, enter into an enforceable agreement obligating the Company to pay to GECC an amount equal to any increase in taxation or charges imposed on or incurred by GECC by reason of such change in law (which agreement shall become part of this Mortgage), and (ii) the Company does in fact pay such taxes or such increases in taxation or charges, as applicable.

(e) Expenses of GECC. (i) If any action, suit or other proceeding affecting the Collateral or any part thereof shall be commenced, in which action, suit or proceeding GECC is made a party or participates or in which the right to use the Collateral or any part thereof is threatened, or in which it becomes necessary in the reasonable judgment of GECC to defend or uphold the Security Interests and the other rights of GECC created by this Mortgage, then all reasonable amounts paid or incurred by GECC for the expense of any such action, suit or other proceeding or to protect its rights therein (whether or not it is made or becomes a party thereto) or otherwise to enforce or defend the Security Interests and such rights created by this Mortgage, shall be paid by the Company upon demand together with interest at the rate specified in Section 2.4 of the Loan Agreement from the date of the payment or incurring thereof, and any such amount and the interest thereon shall

be a lien on the Collateral, prior to any right, or right to, interest in, or claim upon the Collateral attaching or accruing subsequent to or otherwise subordinate to the lien of this Mortgage, and the same shall be deemed to be an Obligation secured hereby. All other amounts paid, advanced or incurred by GECC in order to secure and protect the Security Interests or other security and rights provided hereunder shall be a like Lien on the Collateral and be deemed to be part of the Obligations secured hereby.

(ii) In the event this Mortgage or the Note is placed in the hands of counsel for collection of any amount payable hereunder or thereunder or for the enforcement of any of the provisions hereof or thereof, the Company agrees to pay all reasonable costs associated therewith incurred by GECC, either with or without the institution of an action, suit or other proceeding, in addition to all costs, disbursements and allowances provided by law, all such costs to be paid upon demand, together with interest thereon at the rate specified in Section 2.4 of the Loan Agreement from the date of notice or incurring thereof, and the same shall be deemed to be part of the Obligations secured hereby.

(f) Maximum Amount of Principal on the Note. The maximum amount of principal on the Note secured or to be secured by this Mortgage is $4,500,000.

(g) Security Agreement, etc. (i) Grant of Security. This instrument may be construed as a mortgage, security agreement, assignment, chattel mortgage conveyance, pledge, financing statement, hypothecation or contract, among one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth. This Mortgage is a security agreement within the meaning of the Uniform Commercial Code as in effect in New York with respect to all personal property now or hereafter constituting part of the Collateral as to which the creation and perfection of the Security Interests are subject to such Uniform Commercial Code (the "Personal Property"), and is also a mortgage as to those portions of the Collateral that are classified as real property. Any completely executed counterpart of this instrument may be filed as a mortgage on real property or fixtures, or as a security agreement or financing statement or as both. The address of the Company, as debtor, and the address of GECC, as secured party, are shown on the first page of this Mortgage.

(ii) Financing Statements. The Company shall cause all financing and continuation statements and other

instruments with respect to the Personal Property at all times to be kept recorded, filed or registered in such manner and in such places as may be required by law fully to evidence, perfect and secure the interests of GECC in the Personal Property, and shall pay all filing fees in connection therewith. The Company hereby appoints GECC as its attorney-in-fact to perform the obligations of the Company under this Section in the event it fails to do so.

(iii) Multiple Remedies. If an Event of Default shall have occurred, GECC, pursuant to Section 9-501(4) of the Uniform Commercial Code as in effect in the State of New York, as such Section is currently constituted or may be hereafter amended, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, as an alternative to proceeding in accordance with the default provisions of such Uniform Commercial Code.

(h) Expenses of Disposition of Collateral. The Company shall reimburse GECC, within 10 days after demand, for all reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral which are incurred or paid by GECC, including, without limitation, all reasonable attorneys' fees, legal expenses and costs, and all such expenses shall be added to the Obligations and shall be secured hereby.

(i) Termination. If all the Obligations shall be paid, performed and discharged in full, GECC shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Company and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate, and this Mortgage shall become null and void and all powers and appointments granted herein shall cease and determine. Otherwise, this Mortgage shall remain and continue in full force and effect.

(j) Severability. If any provision hereof is invalid, illegal or unenforceable, the other provisions hereof shall remain in full force and effect and the remaining provisions hereof shall be liberally construed in favor of GECC in order to effectuate the provisions hereof.

(k) Survival. All agreements, representations and warranties made herein shall survive the execution and delivery of this Mortgage.

(l) Notices. Any notice or other communication herein required or permitted to be given shall be in writing and shall be sent in the manner and with the effect provided in the Loan Agreement.

(m) Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Mortgage, or consent to any departure by the Company therefrom, shall in any event be effective without the written concurrence of GECC. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section shall be binding upon each holder of the Note, whether or not the Note shall have been marked to indicate such amendment, modification, waiver or consent.

(n) Headings. Headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect.

(o) Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. All waivers, consents, confessions and releases provided for in this Mortgage are effective only to the extent permitted by applicable law. This Mortgage has been executed and delivered in New York, New York, and shall be governed by, and shall be construed and enforced in accordance with the laws of the State of New York.

(p) Successors and Assigns. The terms and provisions of this Mortgage shall inure to the benefit of GECC, the holders from time to time of the Note and all other Persons from time to time entitled to the benefit of any Obligation. This Mortgage shall be binding upon the Company, GECC, the holders of the Note, all other Persons entitled to the benefits of the Obligations and their respective successors and assigns. The Company may not, without the prior written consent of GECC, assign any of its rights or obligations hereunder.

(q) Counterparts. This Mortgage and any amendments, waivers, consents or supplements may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed as of the date first above written.

ROCHESTER & SOUTHERN RAILROAD INC.,

by W. Gifford Moore
Title: PRESIDENT

[Corporate Seal]

Attest:
Title: Treasurer

GENERAL ELECTRIC CREDIT CORPORATION,

by
Title:

[Corporate Seal]

Attest:
Title: Attesting Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 23rd day of July 1986, before me personally came Mark W. Hastings, to me known, who, being by me duly sworn, did depose and say that he resides at 144 Main Street, Norwalk, Connecticut; that he is the Treasurer of Rochester & Southern Railroad, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed pursuant to the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ALEXANDRA J. TERZIEV
NOTARY PUBLIC State of N.Y., Monroe Co.
My Commission Expires ~~March~~ November 30, 1988

Alexandra J. Terziev
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 23rd day of July 1986, before me personally came W. Gifford Moore, to me known, who, being by me duly sworn, did depose and say that he resides at 48 Rural Drive, New Canaan, Connecticut; that he is the President of Rochester & Southern Railroad, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed pursuant to the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ALEXANDRA J. TERZIEV
NOTARY PUBLIC State of N.Y., Monroe Co.
My Commission Expires ~~March~~ November 30, 1988

Alexandra J. Terziev
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 23rd day of July 1986, before me personally came Patrick J. McNeela, to me known, who, being by me duly sworn, did depose and say that he resides at Westport, Connecticut; that he is the Manager, Rail Financing of General Electric Credit Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed pursuant to the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ALEXANDRA J. TERZIEV
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires March 30, 1988
November

Alexandra J. Terziev
Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 23rd day of July 1986, before me personally came A. Pier Meager, to me known, who, being by me duly sworn, did depose and say that he resides at Greenwich, Connecticut; that he is an attesting secretary of General Electric Credit Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed pursuant to the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ALEXANDRA J. TERZIEV
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires March 30, 1988
November

Alexandra J. Terziev
Notary Public

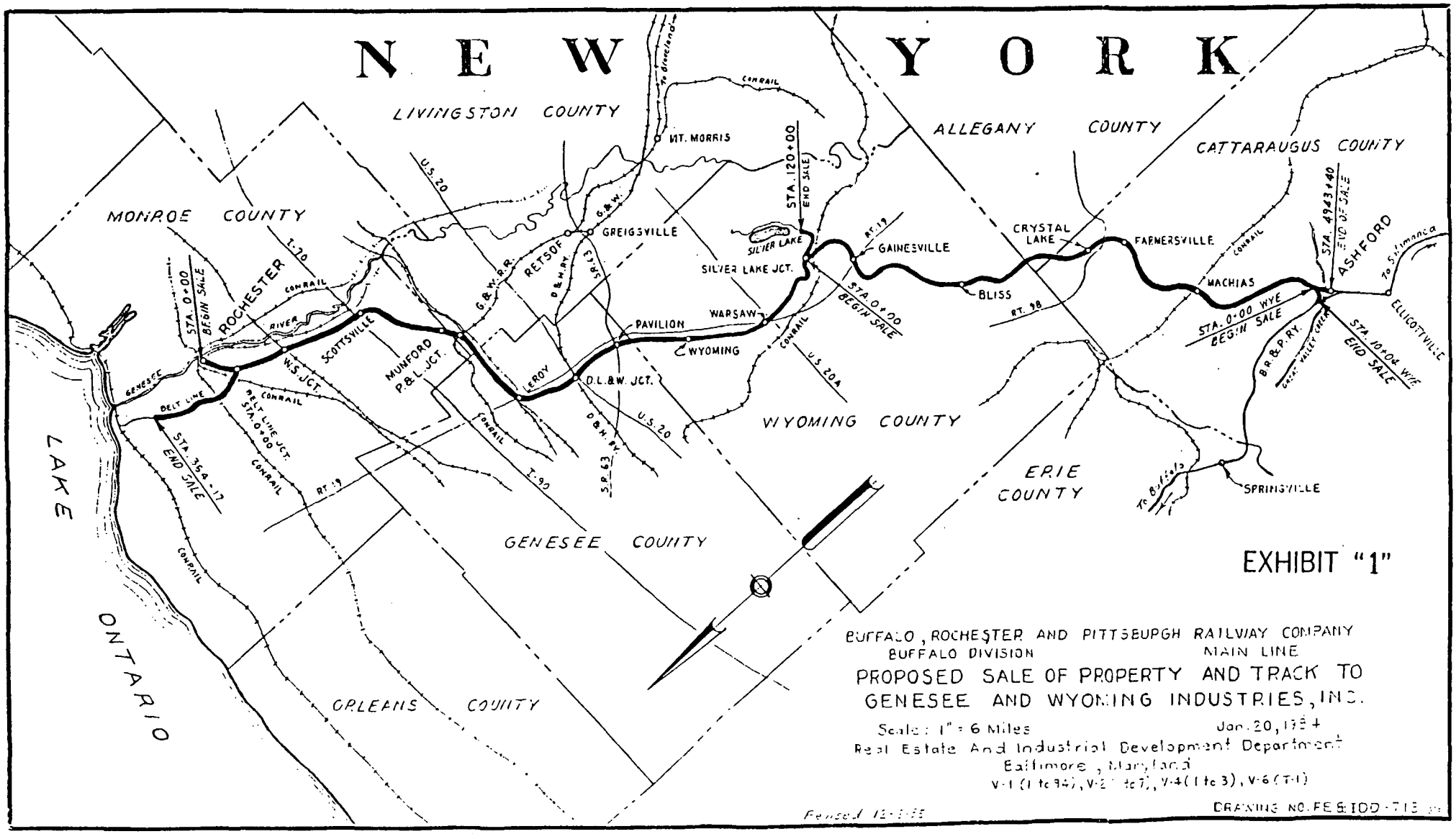
ANNEX I

(a) All of the Buffalo, Rochester and Pittsburgh Railway Company's (BR&P) right, title and interest in and to the following rights-of-way and associated property: (i) that portion of BR&P's main line from Railroad Survey Station 0+00, at Rochester, New York, to Railroad Survey Station 4943+40, near Ashford, New York, a distance of approximately 93.63 miles; (ii) that portion of the Rochester Belt Line from Railroad Survey Station 0+00 to Railroad Survey Station 364+17, in Rochester, New York, a distance of approximately 6.90 miles; (iii) that portion of the Silver Lake Branch from Railroad Survey Station 0+00, at Silver Lake Jct. to Railroad Survey Station 120+00, a distance of approximately 2.27 miles, and (iv) certain specified properties contiguous to such lines, all as more specifically described in Exhibit 1 hereto; subject to those rights, interests, contracts, agreements, leases, licenses and easements which are listed or described in Exhibit 2 hereto, subject to the easement or right of occupancy to be granted and the agreement to be entered into pursuant to Exhibit 7 hereof; and excepting those parcels, rights and interests listed or described in Exhibit 3 hereto. Associated property, including all easements, leases, licenses, etc. is included in Exhibit 6 hereof.

(b) All of BR&P's right, title and interest in and to tracks, rails, ties, switches, crossings, bridges, culverts, buildings, signals, crossing protection devices, communication lines, poles and radio masts which are affixed, as of the date of this Mortgage, to

*the real property described in Exhibit 1 hereto; but excepting any items of the kind described above which are listed or described in Exhibits 3 and 4 hereto.*

*(c) All of BR&P's right, title and interest in and to the items listed or described in Exhibit 5 hereto.*


NEW YORK
LIVINGSTON COUNTY
MONROE COUNTY
ALLEGANY COUNTY
CATTARAUGUS COUNTY
WYOMING COUNTY
ERIE COUNTY
GENESEE COUNTY
ORLEANS COUNTY
LAKE ONTARIO
ROCHESTER
SCOTTSVILLE
MUNFORD
P.B.L. JCT.
W.S. JCT.
LEROY
D.L.&W. JCT.
PAVILION
WARSAW
WYOMING
SILVER LAKE JCT.
SILVER LAKE
GAINESVILLE
BLISS
CRYSTAL LAKE
FARMERSVILLE
MACHIAS
ASHFORD
ELLICOTTVILLE
SPRINGVILLE
GREIGSVILLE
RETSOF
MT. MORRIS
STA. 0+00 BEGIN SALE
STA. 354+17 END SALE
STA. 120+00 END SALE
STA. 0+00 BEGIN SALE
STA. 4943+40 END OF SALE
STA. 0+00 WYE BEGIN SALE
STA. 10+04 WYE END SALE
BELT LINE
BELT LINE JCT. STA. 0+00
CONRAIL
GENESEE RIVER
U.S. 20
U.S. 20A
T-90
T-70
RT. 19
RT. 98
S.P. 63
G.&W.R.R.
D.&H.RY.
B.R.&P.RY.
GREAT VALLEY CREEK
To Buffalo
To Salamanca
To Dansville
EXHIBIT "1"
BUFFALO, ROCHESTER AND PITTSBURGH RAILWAY COMPANY
BUFFALO DIVISION
MAIN LINE
PROPOSED SALE OF PROPERTY AND TRACK TO
GENESEE AND WYOMING INDUSTRIES, INC.
Scale: 1" = 6 Miles
Jan. 20, 1984
Real Estate And Industrial Development Department
Baltimore, Maryland
V-1 (1 to 94), V-2 (1 to 7), V-4 (1 to 3), V-6 (T-1)
Revised 12-5-83
DRAWING NO. FE&IDD-713

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L29850 | 6-11-42 | RG&E Corp. | Wire Occ. |
| 2 | L20754 | 4-01-48 | RG&E Corp. | Wire Occ. |
| 3 | L55174 | 4-01-74 | RG&E Corp. | Wire Occ. |
| 4 | L55972 | 8-01-75 | RG&E Corp. | Wire Occ. |
| 5 | L47039 | 8-07-63 | RG&E Corp. | Wire Occ. |
| 6 | L33673 | 9-26-47 | RG&E Corp. | Wire Occ. |
| 7 | L28573 | 7-15-40 | Bliss Water Supply Co. | 3" Water Line |
| 8 | L21237 | 7-01-54 | Monroe Co. Water Authority | Land Pipe |
| 9 | L52222 | 4-01-70 | Rochester Telephone Corp. | Wire Occ. |

1. Sheets 1 through 12 of this Exhibit 3 describe those parcels that are reserved by Sellers and excepted from the sale, transfer and conveyance to Purchaser contemplated by the Agreement.

2. As a condition of Purchaser's and Seller's respective obligations to close, the parties hereto agree as follows with respect to any trackage of Sellers locating on said parcels:

   (a) With respect to the excepted parcels on Sheets 1, 7, and 11, Purchaser and Sellers shall enter into sidetrack agreements upon mutually acceptable terms and conditions which shall include provisions for termination of said agreements on the earlier of the following: (i) sale of the underlying land by Sellers; or (ii) non-use of the track by Purchaser for railroad patrons for a continuous period of two (2) years.

   (b) With respect to all tracks of Sellers shown within the one (1) excepted parcel on Sheet 6, Sellers shall transfer title to such tracks to Purchaser and the parties shall enter into a sidetrack agreement upon mutually agreeable terms and conditions which shall include provisions for termination of said agreement in the same manner as provided in paragraph 2(a) above.

(c) With respect to the tracks shown in green on Sheet 3, Sellers shall transfer title to such tracks to Purchaser and the parties shall enter into a sidetrack agreement upon mutually agreeable terms and conditions which shall include provisions for termination of said agreement on the earlier of the following: (i) sale of the underlying land by Sellers; or (ii) the absence of Purchaser's train operations on or over said tracks for a continuous period of two (2) years.

(d) With respect to the tracks shown in yellow on Sheet 3, Sellers shall transfer title to such tracks to Purchaser and Sellers shall grant to Purchaser an easement for the land underlying said tracks upon mutually agreeable terms and conditions which shall include provisions for termination of said easement in the event of the absence of Purchaser's train operations on or over said tracks for a continuous period of three (3) years.

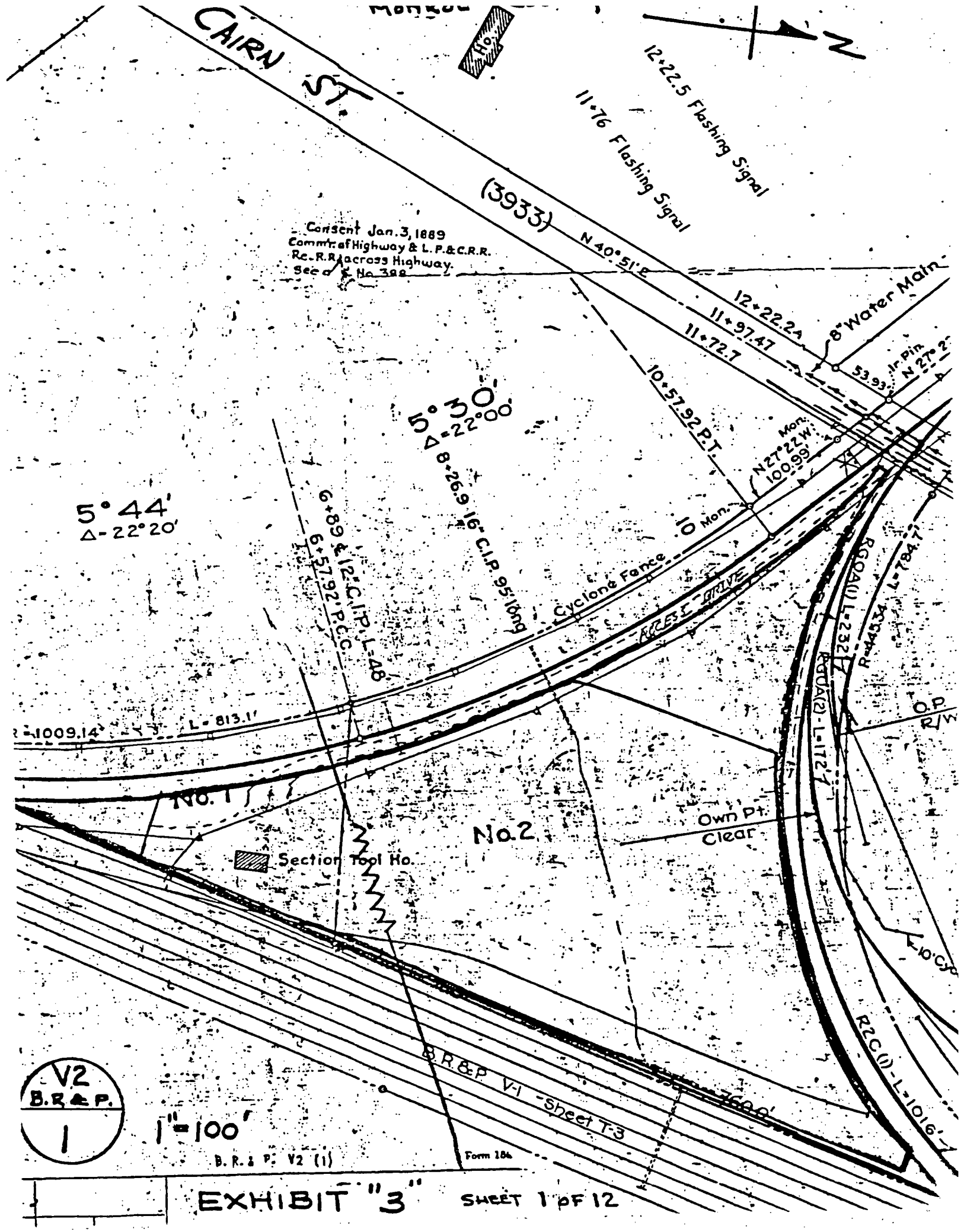



EXHIBIT "3" SHEET 1 of 12

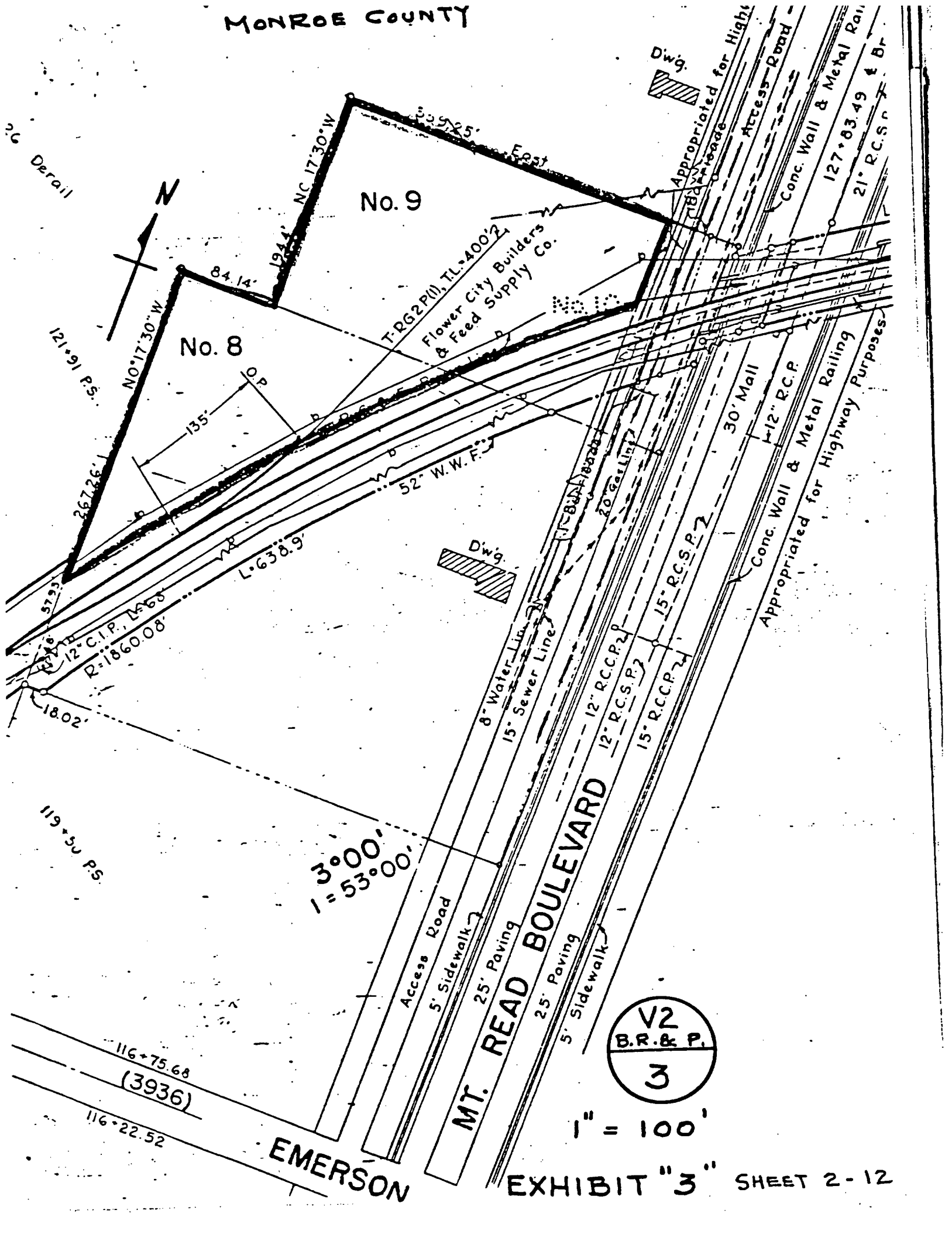
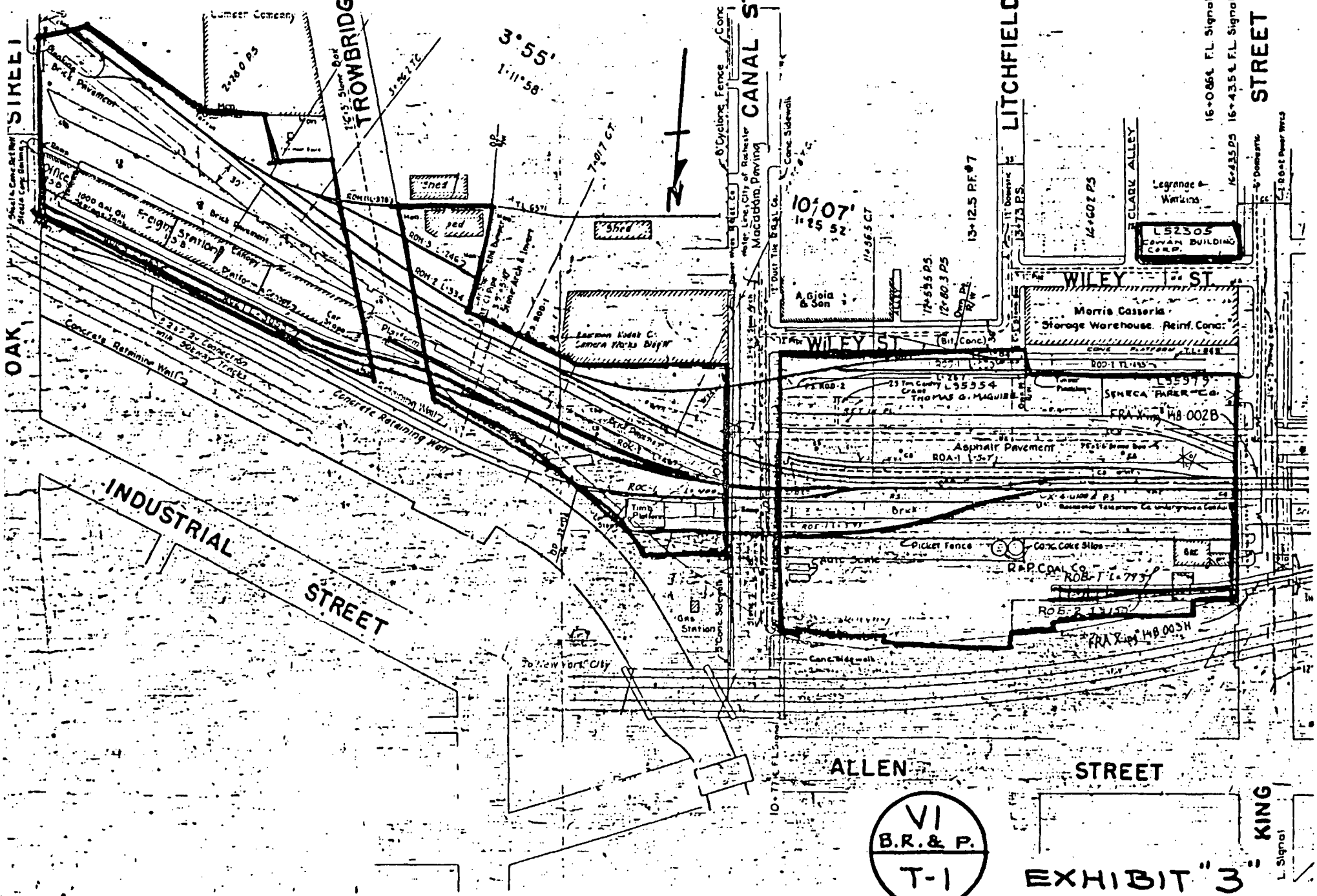



EXHIBIT "3" SHEET 2-12

# CITY OF ROCHESTER, N.Y.
## MONROE COUNTY


OAK STREET
TROWBRIDGE ST.
CANAL ST.
LITCHFIELD ST.
STREET
CLARK ALLEY
WILEY ST.
WILEY ST.
INDUSTRIAL STREET
ALLEN STREET
KING
Lumber Company
Shed
Shed
Office
Eight Station
Concrete Retaining Wall
Concrete Retaining Wall
Concrete Retaining Wall
Macadam Paving
A. Gioia & Son
Morris Casserla
Storage Warehouse. Reinf. Conc.
Legrange & Watkins
L52305
Cowan Building Corp.
L55554
Thomas G. Maguire
Seneca Paper Co.
Asphalt Pavement
Brick
Picket Fence
Conc. Coke Silos
R.&P. Coal Co.
Gas Station
To New York City
Conc. Sidewalk
Conc. Sidewalk
Conc. Sidewalk
Camera Works Bldg.
Eastman Kodak Co.
Car Shop
Platform
Car Dumper
Stone Arch & Invert
Brick Pavement
Brick Pavement
Timber Platform
Conc. Platform
Conc. Platform
Conc.

CITY OF ROCHESTER, N.Y.
MONROE COUNTY

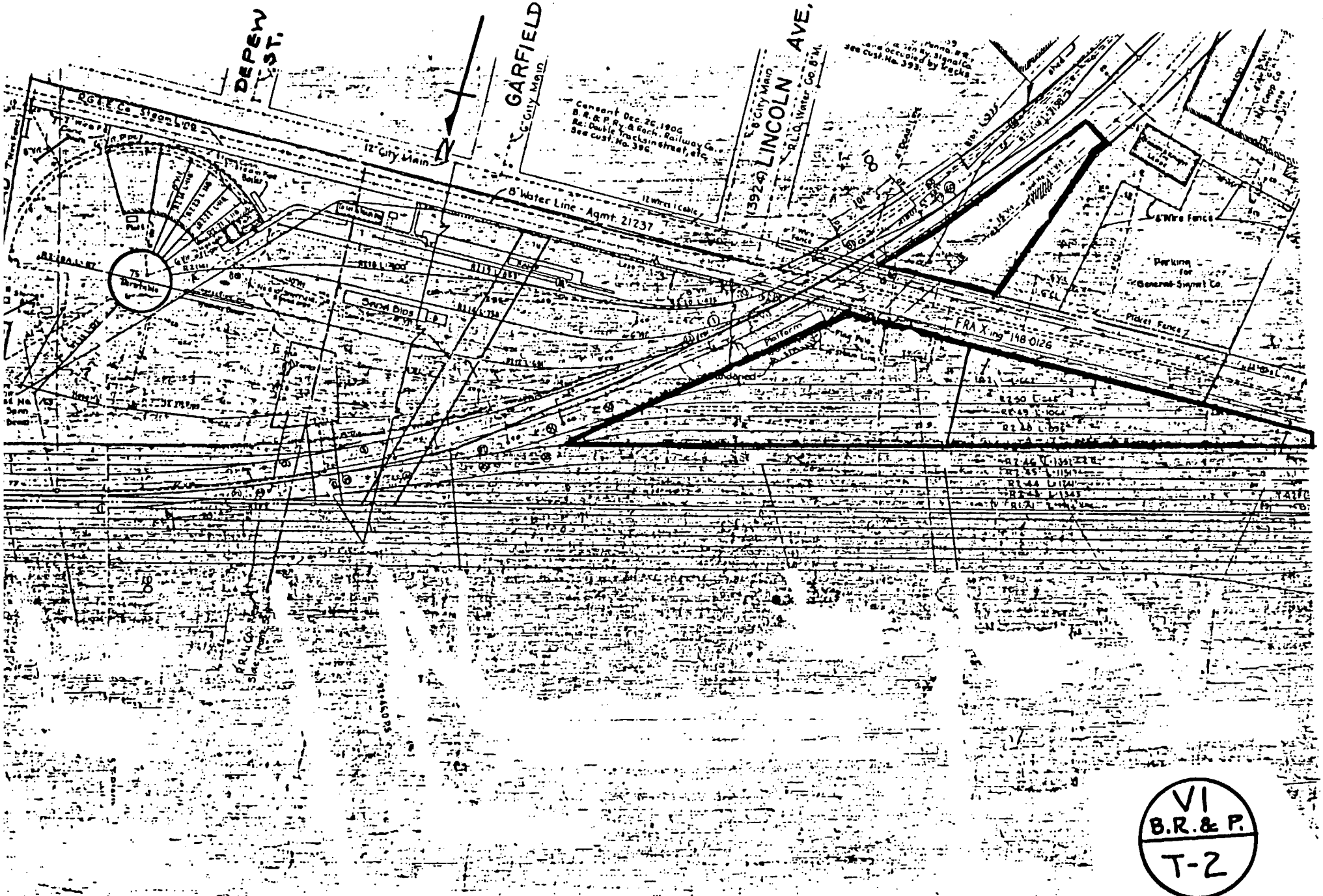
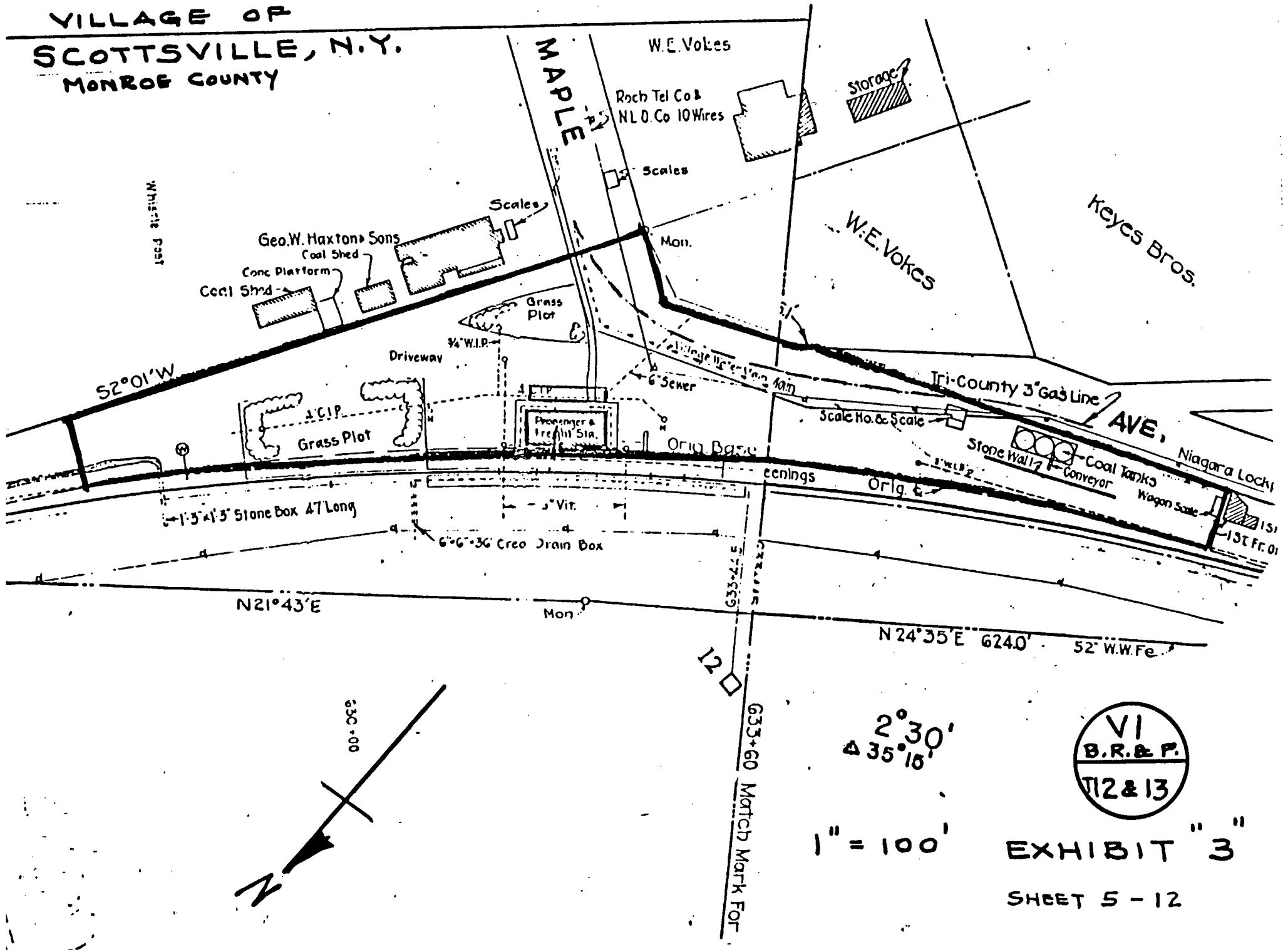


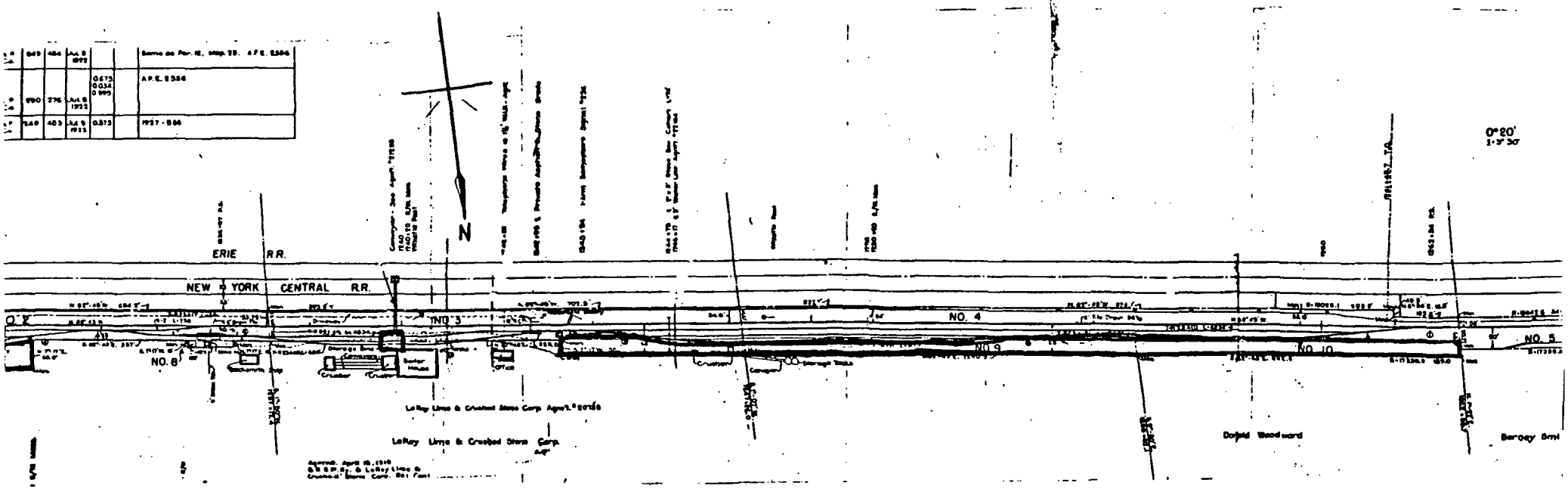

EXHIBIT "3"

NO SCALE

VILLAGE OF
SCOTTSVILLE, N.Y.
MONROE COUNTY



TOWN OF LEROY, N.Y.
GENESEE, COUNTY



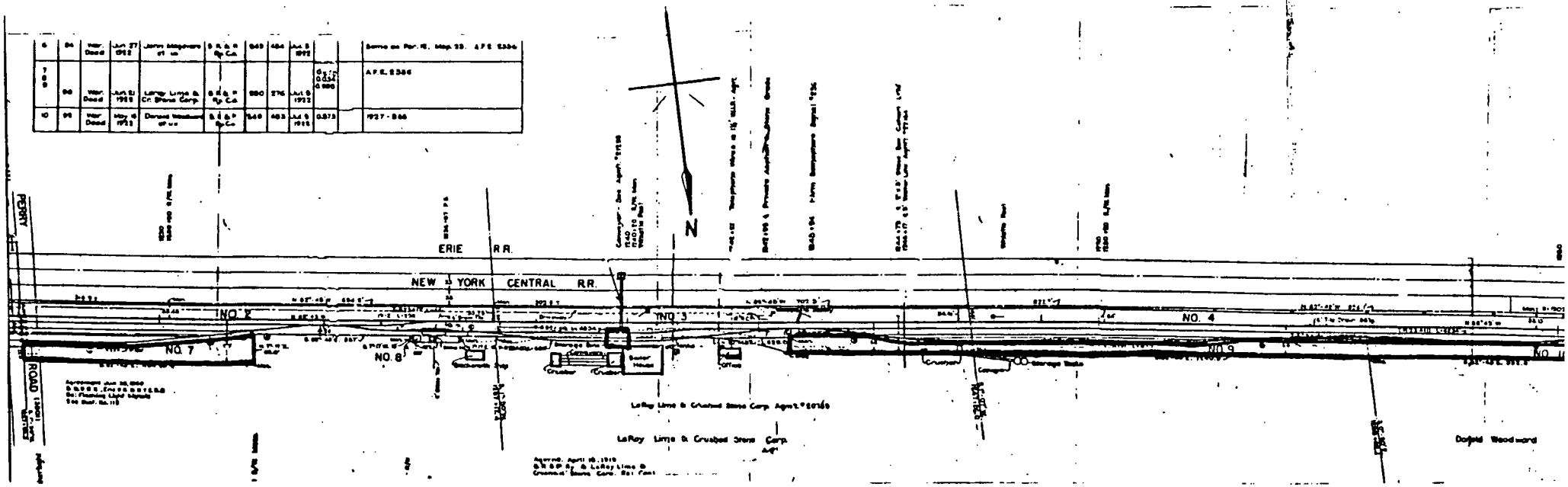

No SCALE

EXHIBIT "3"

VI
B.R.&P.
24

SHEET 6 OF 12

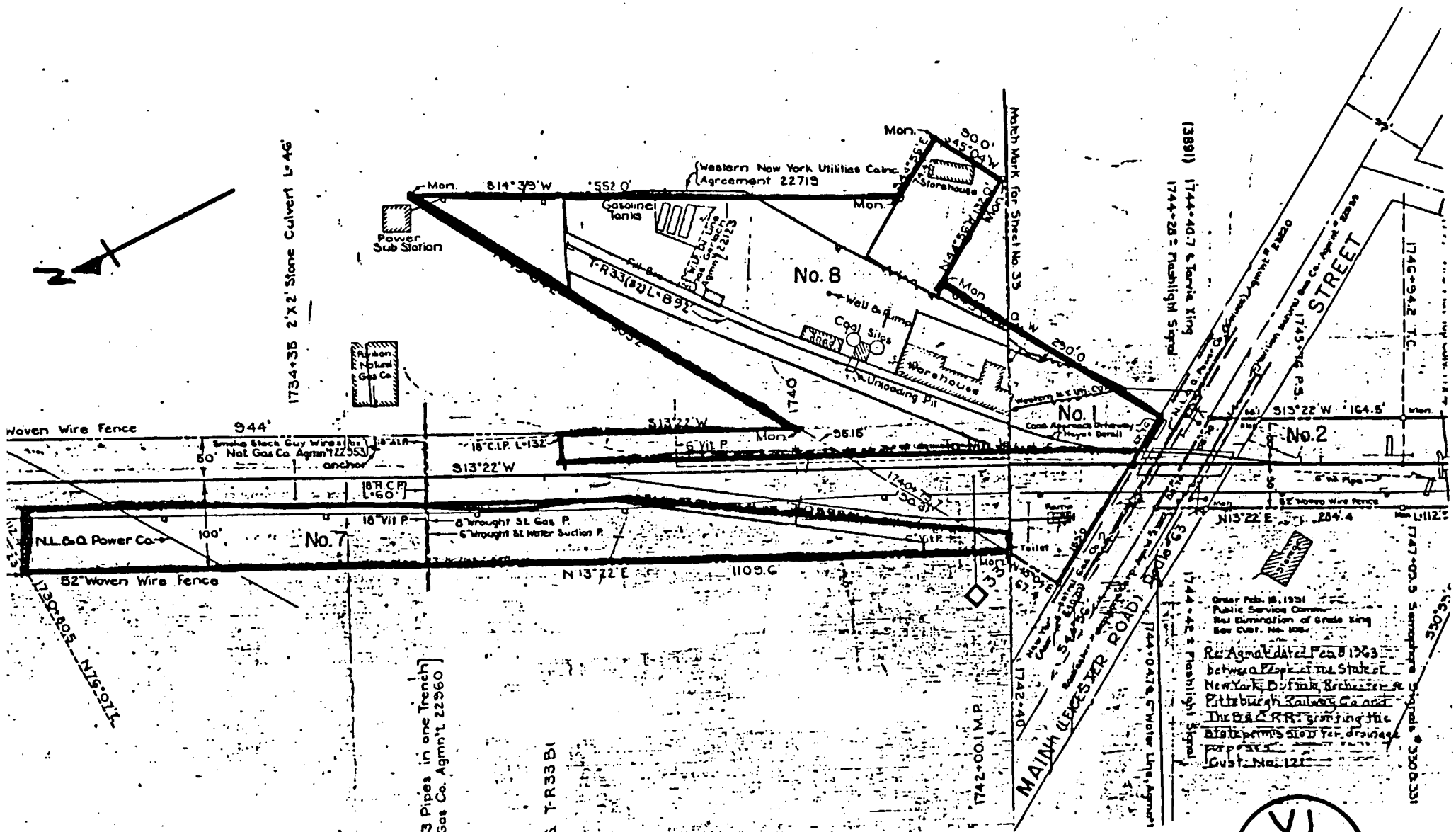
TOWN OF LEROY, N.Y.
GENESEE, COUNTY




No Scale

EXHIBIT "3"

# TOWN OF PAVILION, N.Y.
## GENESEE COUNTY



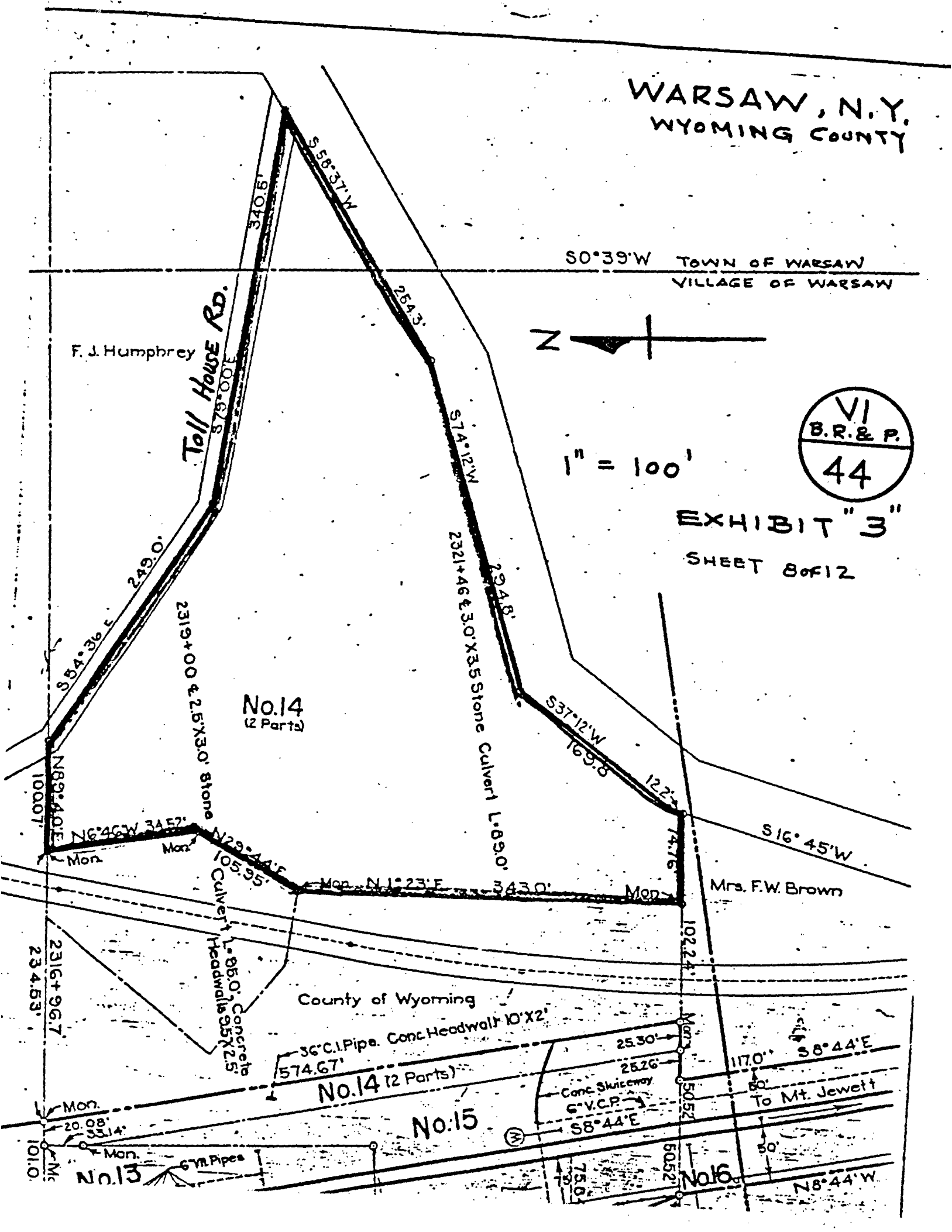

| REVISED TO | | |
|---|---|---|
| March | 24 | 1949 |
| Jan | 2 | 1958 |
| Jan | 7 | 1959 |

VI
B.R.&P.
33-34

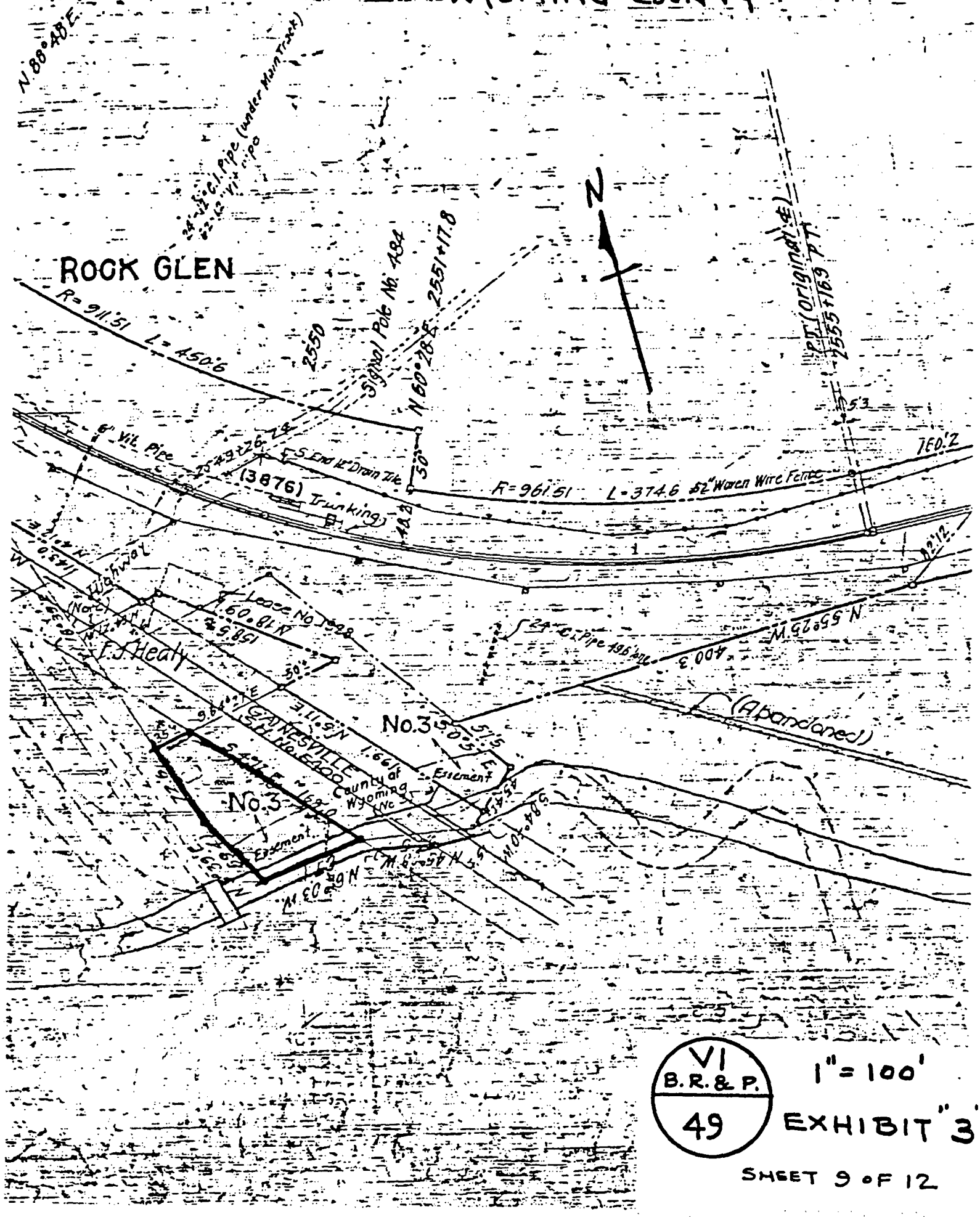
No SCALE

EXHIBIT "3"

SHEET 7 OF 12


WARSAW, N.Y.
WYOMING COUNTY
S0°39'W
TOWN OF WARSAW
VILLAGE OF WARSAW
N
VI
B.R.& P.
44
1" = 100'
EXHIBIT "3"
SHEET 8 OF 12
F. J. Humphrey
Toll House Rd.
S58°37'W
340.6'
S78°00'E
254.3'
S74°12'W
294.8'
2321+46 ℄ 3.0'X3.5 Stone Culvert L=89.0'
S37°12'W
169.8'
122.2'
74.76'
S16°45'W
249.0'
S84°36'E
2319+00 ℄ 2.5'X3.0' Stone
No.14
(2 Parts)
N89°40'E
100.07'
N16°46'W 34.52'
Mon.
N29°44'E
105.95'
Mon. N1°23'E 343.0'
Mon.
Mrs. F.W. Brown
102.24'
Culvert L=86.0' Concrete Headwalls 9.5'X2.5'
2316+96.7'
234.53'
County of Wyoming
36" C.I. Pipe. Conc Headwall 10'X2'
574.67'
No.14 (2 Parts)
25.30'
25.26'
Mon.
117.0'
S8°44'E
50'
To Mt. Jewett
Conc Skiscway
6" V.C.P.
50.52'
S8°44'E
No.15
Mon.
20.08'
33.14'
Mon.
101.0
Mon.
6" Vit. Pipes
No.13
75.0'
50.52'
No.16
50'
N8°44'W

# TOWN OF GAINESVILLE, N.Y.
## WYOMING COUNTY



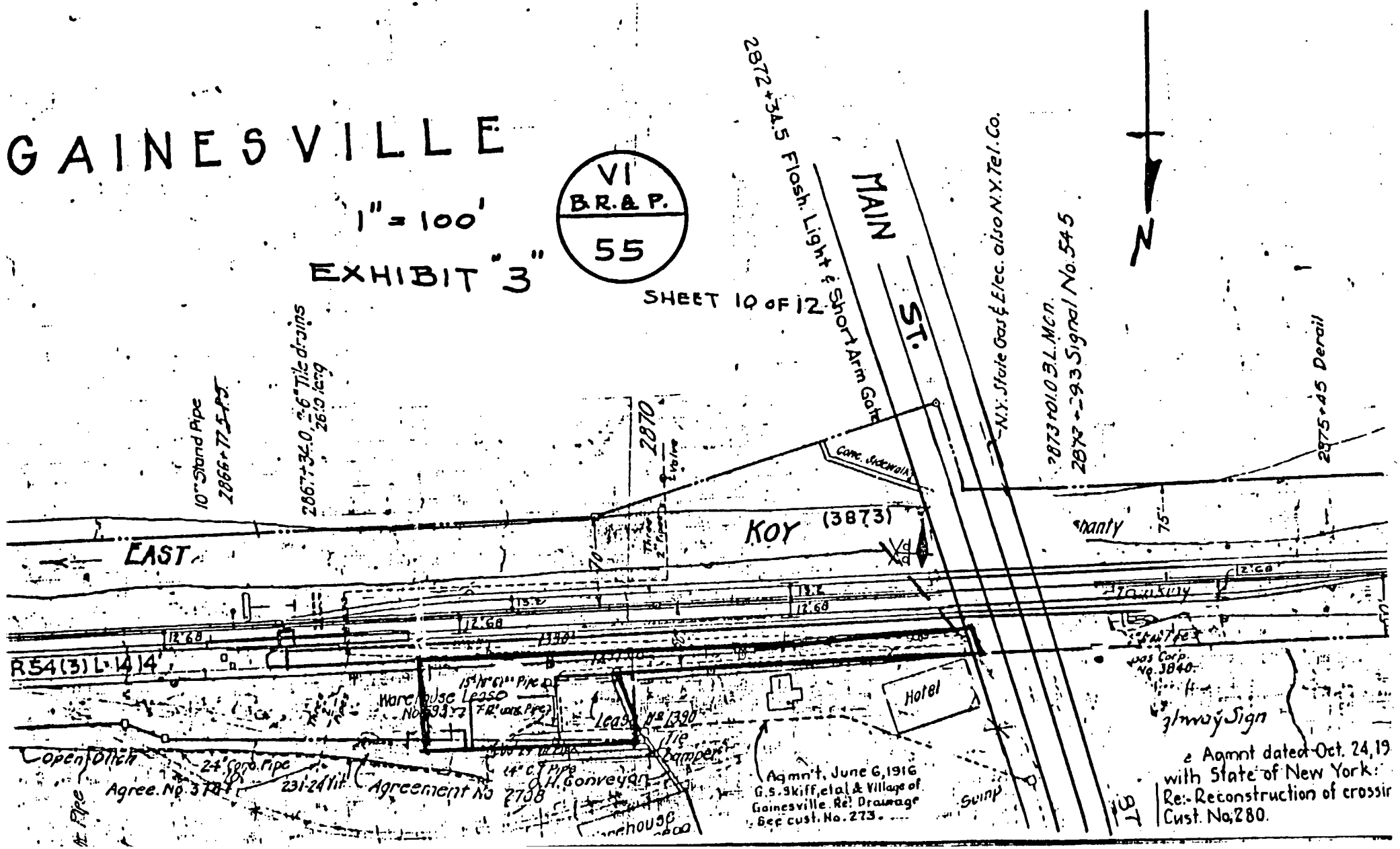

VI
B.R.&P.
49

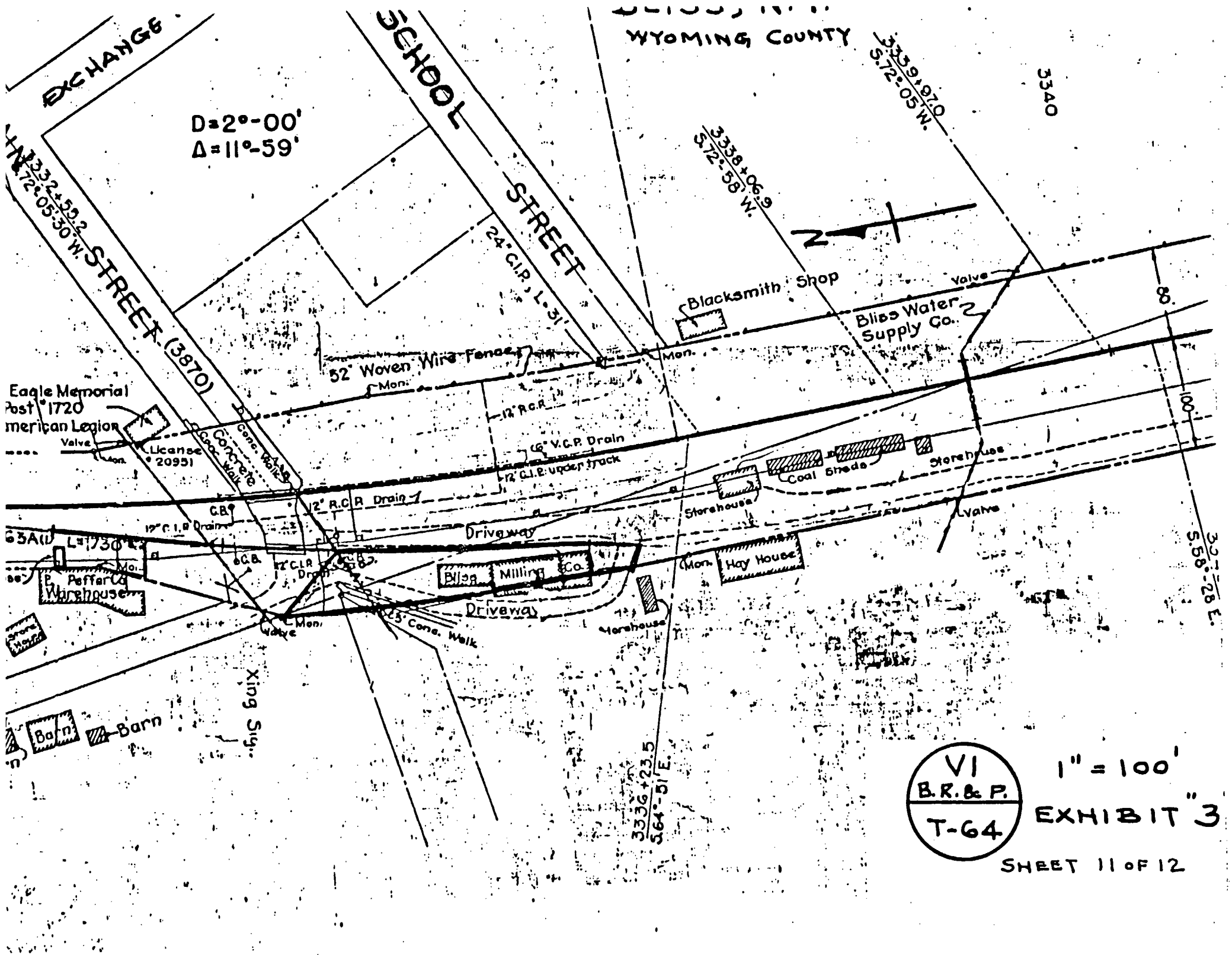
1" = 100'

EXHIBIT "3"

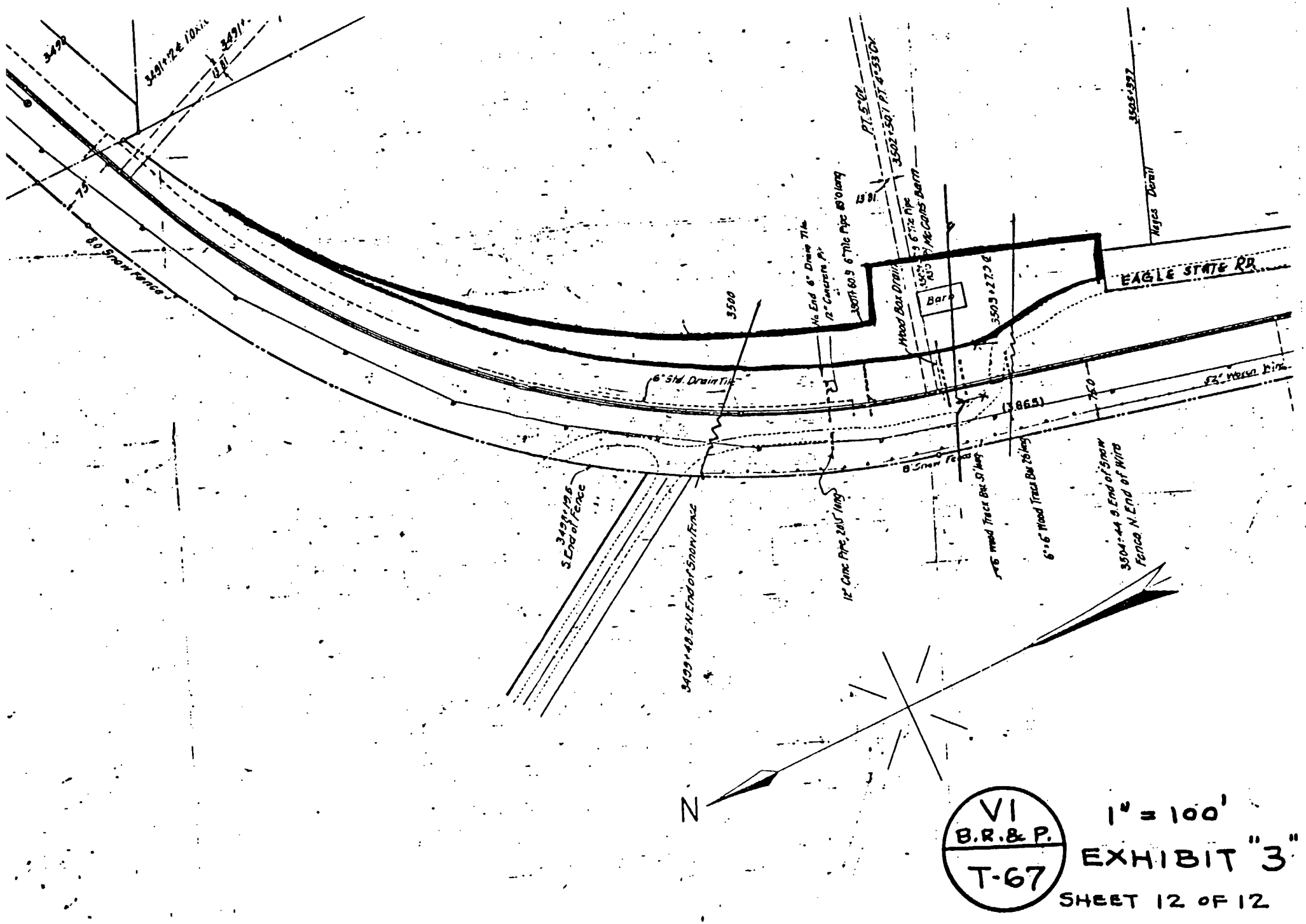
SHEET 9 OF 12

VILLAGE OF GAINESVILLE
WYOMING COUNTY




WYOMING COUNTY
EXCHANGE
SCHOOL STREET
STREET (3870)
D=2°-00'
Δ=11°-59'
332+52.2
S72°-05'-30" W.
339+87.0
S72°-05' W.
338+06.9
S72°-58' W.
3340
24" C.I.P. L=31'
Blacksmith Shop
Bliss Water Supply Co.
Valve
52" Woven Wire Fence
Mon.
Eagle Memorial Post #1720 American Legion
License #20951
Concrete Cone. Walk
12" R.C.P.
66" V.C.P. Drain
12" C.I.P. under track
Coal Sheds
Storehouse
12" R.C.P. Drain
12" C.I.P. Drain
C.B.
Driveway
Bliss Milling Co.
Hay House
Peffer Co. Warehouse
25' Cone. Walk
Barn
Xing Sig.
336+23.5
S64°-51' E.
S58°-28' E.
VI
B.R.&P.
T-64
1" = 100'
EXHIBIT "3"
SHEET 11 OF 12

# TOWN OF EAGLE, N. Y.
## WYOMING COUNTY




VI
B.R.&P.
T-67

1" = 100'

EXHIBIT "3"

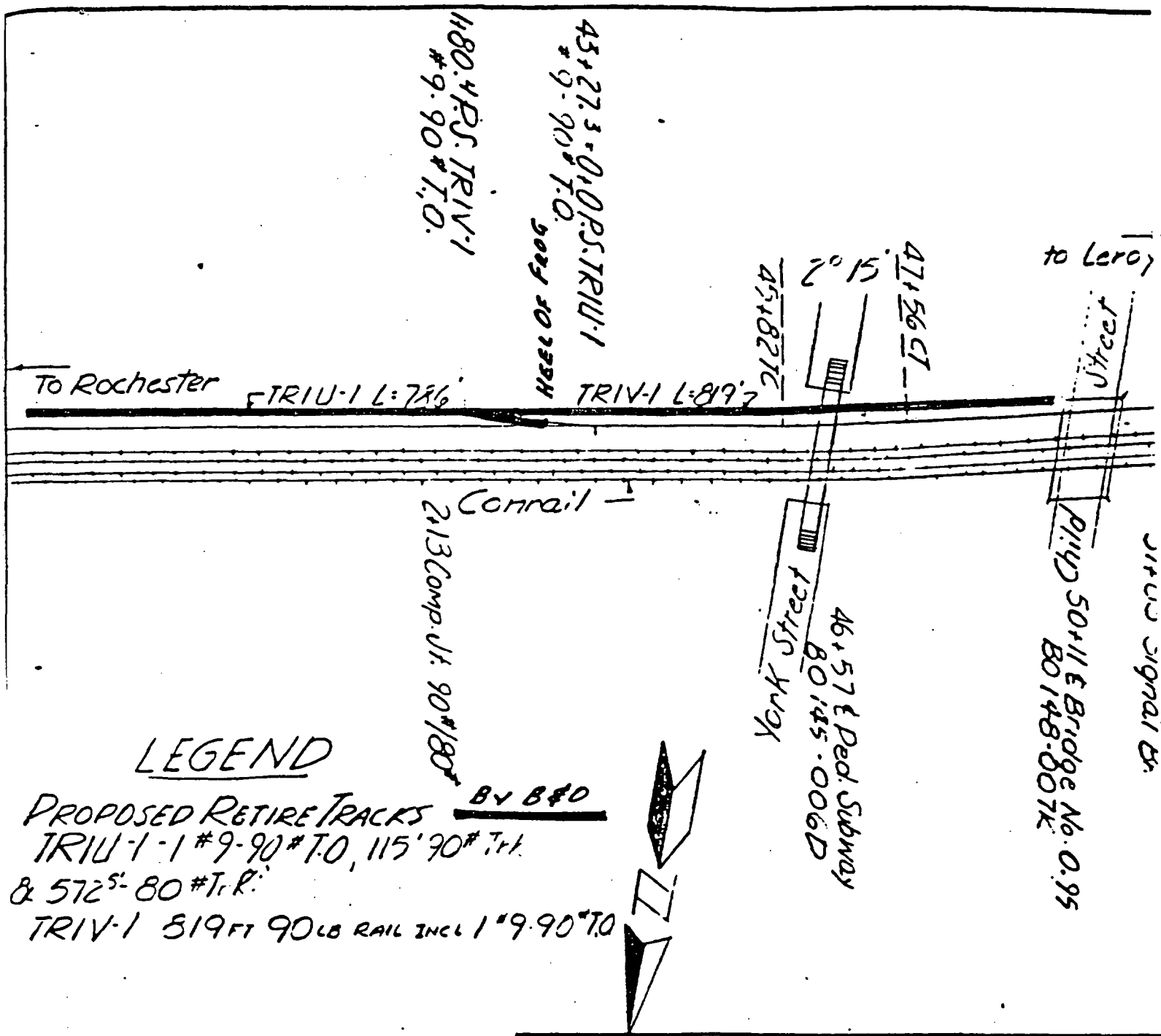
SHEET 12 OF 12

EXHIBIT 4

RAIL MATERIAL AND OTHER PROPERTY
RETAINED BY SELLERS

All of the rails, ties, turnouts, bridges and other track materials comprising the following tracks or portions thereof:

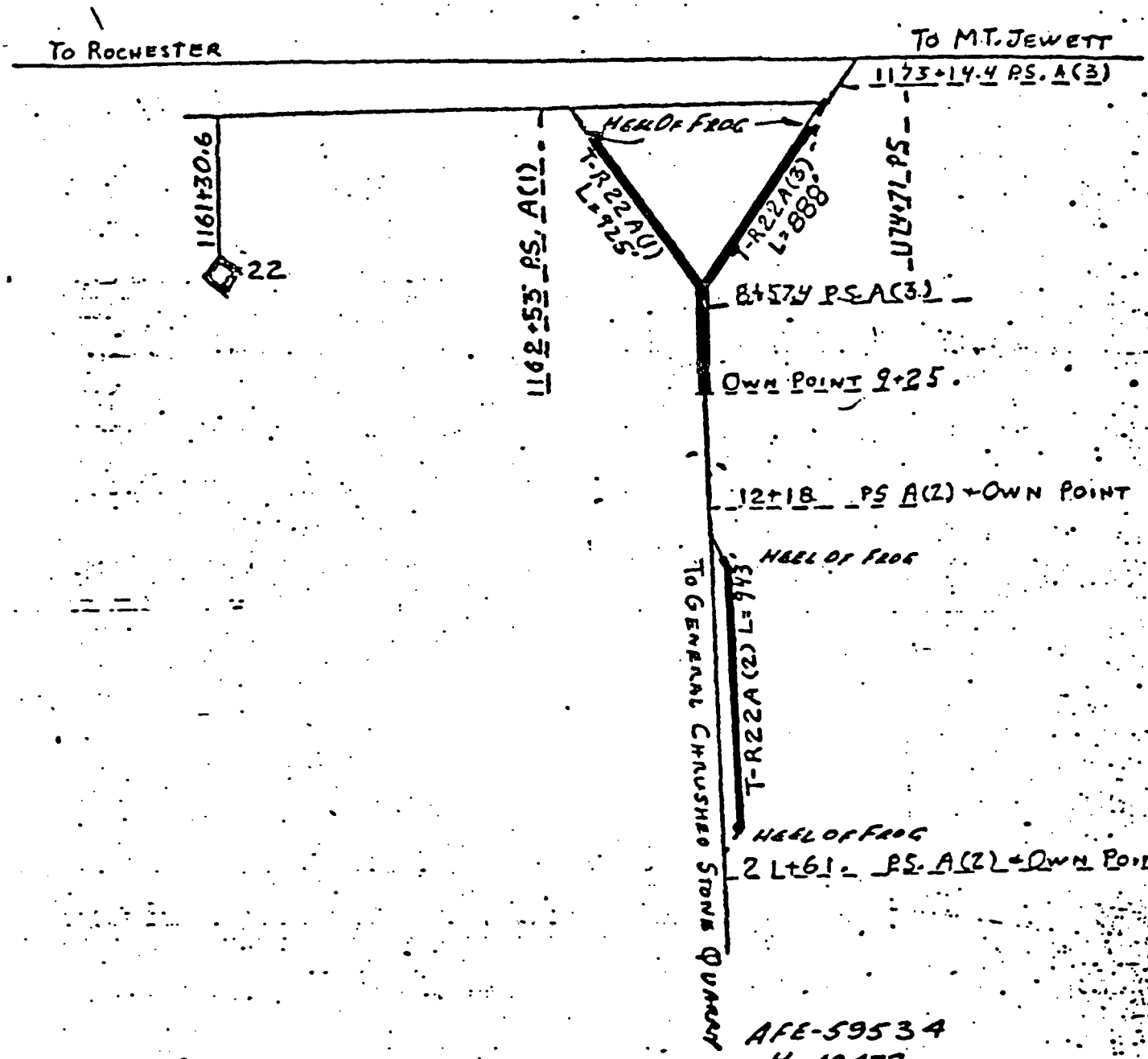
1. Track Nos.: (a) THIU-1, a distance of 786 feet, and (b) TRIV-1, a distance of 819 feet, all as shown on the attached Drawing No. 4570, Sheet 2 of 4, and located at or near Rochester, NY;
2. Track Nos.: (a) T-R22A(1), a distance of 925 feet, (b) T-R22A(3), a distance of 888 feet, and (c) T-R22A(2), a distance of 943 feet, all as shown on attached Drawing No. 4302, and located at or near Leroy, NY; and
3. Track Nos.: (a) T-R44A(1), a distance of 3,613 feet, (b) T-R22A(2), a distance of 2,337 feet, and (c) T-R44D(1), a distance of 126 feet, all as shown on attached Drawing No., 4742 and located at or near Warsaw, NY.




AFE - 59459

H-21122

| REVISIONS | Chessie System ENGINEERING DEPARTMENT | | |
|---|---|---|---|
| | PROPOSED GENERAL TRACK RETIREMENT ROCHESTER | | |
| | MONROE CO. NY | | |
| | PENNSYLVANIA DIV'N ML 4TH SUBDIV | | |
| PROJECT NO P336 | SCALE: 1 IN = 200 FT<br>DATE: 2-13-81<br>DRAWN: JSC<br>CHECKED: | VAL. SEC.<br>V-1<br>TI | DRAWING NO<br>4570<br>SHEET 2 OF 2 |
| FILE: H16 2141 | | | |




~LEGEND~

Existing Facilities ———

Facilities Owned By Others ———

Tracks To Be Retired ▬ By B&O

T-R22A(1) L=925' Incl 1 № 9 T.O.

T-R22A(3) L=888' Incl 2 № 9 T.O.

T-R22A(2) L=943' Incl 1 № 5 T.O. And 1 № 9 T.O.

| Revisions | Chessie System<br>Engineering Department |
|---|---|
| 2-4-83 Hunt. | Proposed Retire Tracks T-R22A T-R22A(2) ~ T-R22A(3)<br>LeRoy<br>Genese County ~ New York<br>Pennsylvania Div. ~ Main Line 4th |
| Project № 230 | Scale: None<br>Date: 11-30-78<br>Drawn: R.D.K.<br>Val. Sec. BR+P W-1<br>Drawing 430 |

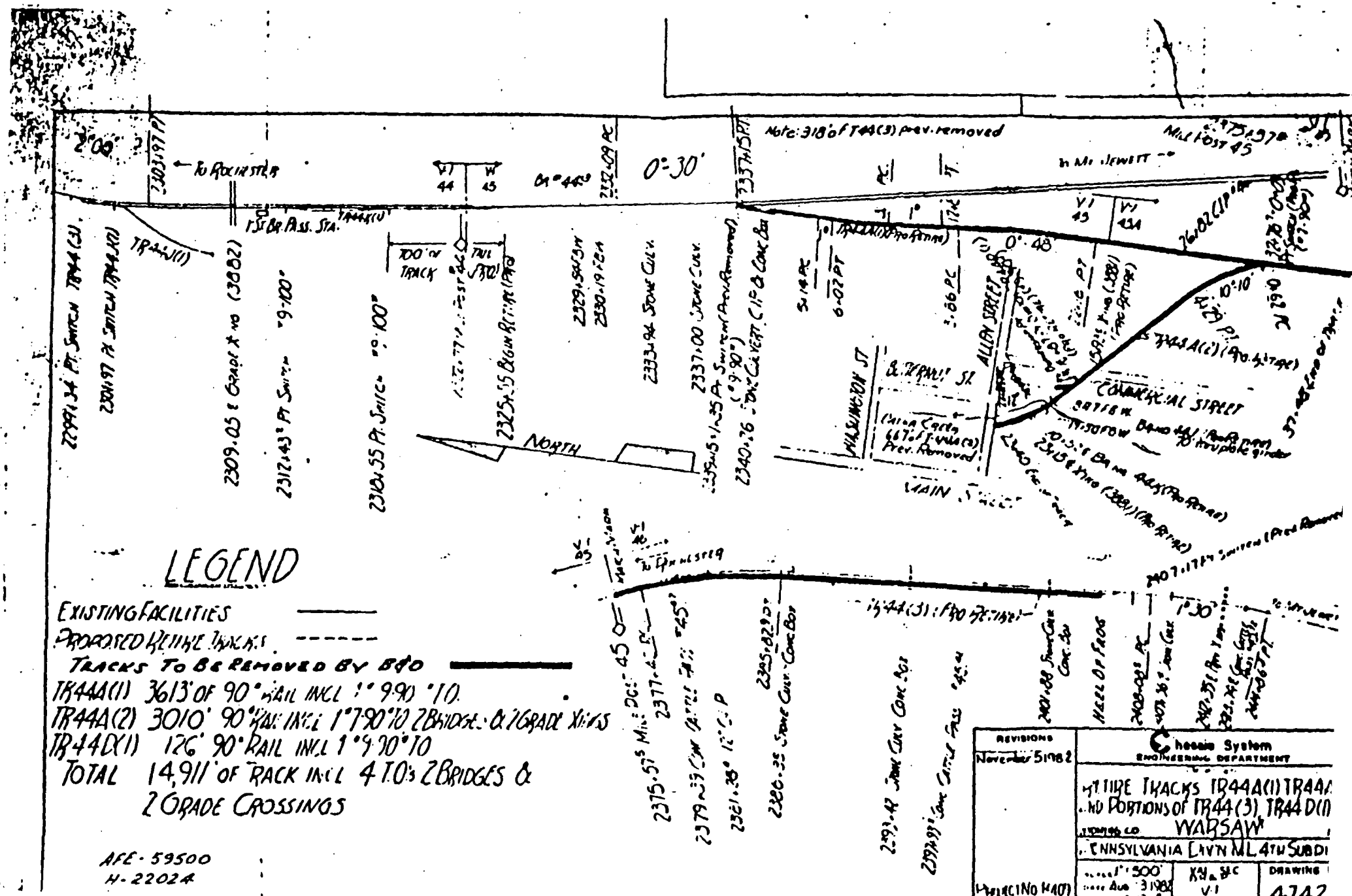

To Rochester
Note: 318' of TR44(3) Prev. Removed
Mile Post 45
In Mt. Jewett
0°30'
0°48'
NORTH
WASHINGTON ST
ALLEY STREET
COMMERCIAL STREET
MAIN STREET
Chicago Central & Pacific Prev. Removed
LEGEND
EXISTING FACILITIES
PROPOSED RETIRE TRACKS
TRACKS TO BE REMOVED BY B&O
TR44A(1) 3613' OF 90# RAIL INCL 1 - 9-90 - 10.
TR44A(2) 3010' 90# RAIL INCL 1 - 7-90 - 10 2 BRIDGES & 2 GRADE XINGS
TR44D(1) 126' 90# RAIL INCL 1 - 9-90 - 10
TOTAL 14,911' OF TRACK INCL 4 T.O.'s 2 BRIDGES & 2 GRADE CROSSINGS
AFE - 59500
H-22024
REVISIONS
November 5 1982
Chessie System
ENGINEERING DEPARTMENT
RETIRE TRACKS TR44A(1) TR44A
AND PORTIONS OF TR44(3), TR44D(1)
WARSAW
PENNSYLVANIA LAYN NL 4TH SUBDI
1" = 500'
Aug 31 1982
DRAWING
4742

EXHIBIT 5

Personal Property to be Sold, Transferred
and Conveyed to Rochester & Southern Railroad, Inc.

## Rochester Terminal Area

(1) Brake Shoes - various - 100 each
(2) 100 Ton Jacks - 2 each
(3) Journal Brass Bearings - 20 each
(4) Adapters - 10 each
(5) Dust Guards - 20 each
(6) Hand Brake - 1 each
(7) Miscellaneous Air Hose - 25 each
(8) Cut Levers - 3 each
(9) Hand Brake Wheels - 3 each
(10) Portable Lube Machine - 1 each
(11) Air Compressor - GE - 40 HP

## Line of Road - Track Material

| | | | |
|---|---|---|---|
| (1) | Rail - 100# Various SH & Scrap | - | 18,000 LF |
| (2) | Rail - 112# SH | - | 746 LF |
| (3) | Tie Plates - 100# Various | - | 100 Each |
| (4) | Tie Plates - 112#/115# | - | 100 Each |
| (5) | Bolts - 1 x 6 | - | 2 Keg |
| (6) | Track Spikes | - | 2 Keg |
| (7) | Joint Bars - 100# Various | - | 100 Pair |
| (8) | Miscellaneous Scrap | - | 120 Ton |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L28805 | 3-01-41 | Rochester Outdoor Adv. | 25' Sign |
| 2 | L24029 | 11-08-09 | City of Rochester | 12' Water Main |
| 3 | L24030 | 11-17-10 | City of Rochester | 13/4" Cable |
| 4 | L23370 | 12-20-16 | Rochester Rwy & Light | Wire Crossing |
| 5 | L23523 | 10-30-09 | Rochester Rwy & Light | Subway |
| 6 | L23479 | 1-18-16 | Rochester Rwy & Light | 12' Duct tile |
| 7 | L23364 | 11-29-16 | Rochester Rwy & Light | Wire Crossing |
| 8 | L22776 | 8-15-05 | Rochester Rwy & Light | Wire Crossing |
| 9 | L23369 | 12-20-16 | Rochester Rwy & Light | Wire Crossing |
| 10 | L54350 | 3-01-68 | Rochester G&E Corp. | Street Lights |
| 11 | L54349 | 3-01-68 | Rochester G&E Corp. | Street Lights |
| 12 | L54308 | 3-01-68 | Rochester G&E Corp. | Street Lights |
| 13 | L33900 | 8-16-47 | Rochester G&E Corp. | 3" gas line |
| 14 | L22697 | 3-10-24 | Rochester G&E Corp. | 1 Pole-guy & Anchor |
| 15 | L24039 | 7-09-26 | Rochester G&E Corp. | 6 Elec. Pipes |
| 16 | L35828 | 3-15-50 | Rochester G&E Corp. | 16" Gas Line |
| 17 | L23532 | 9-14-26 | Rochester Tele Corp. | 6 duct tile |
| 18 | L54648 | 10-15-73 | P. J. Halter, Inc. | Land/storage |
| 19 | L41656 | 3-22-68 | Riverside Bookbindery | 120 sq. ft. land-platform |
| 20 | L31827 | 11-06-45 | Flower City Charcoal | Pit unloading |
| 21 | L41563 | 11-01-56 | Rochester G&E Corp. | 6" gas line |
| 22 | L23365 | 3-04-18 | Rochester G&E Corp. | Wire Crossing |
| 23 | L22768 | 11-07-16 | Rochester G&E Corp. | Wire Crossing |
| 24 | L53064 | 4-01-71 | Rochester G&E Corp. | 6" Steam Line |
| 25 | L54307 | 3-01-68 | Rochester G&E Corp. | Street Light |
| 26 | L24032 | 11-24-23 | Rochester G&E Corp. | 12" Pipe |
| 27 | L24037 | 12-01-58 | Rochester G&E Corp. | 4" Duct-Elec. |
| 28 | L22774 | 8-17-07 | Rochester Rwy & Light | 6" Gas Line |
| 29 | L23325 | 12-30-27 | Rochester Tele Corp. | Comm. Cable |
| 30 | L30346 | 6-01-68 | L. Atkins & Sons | Warehouse |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L42292 | 8-01-57 | L. Atkins & Sons | Land & Track |
| 2 | L29976 | 4-01-53 | U.S.A. Third Naval Dist. | Maintain Fence |
| 3 | L24033 | 10-24-23 | Rochester G&E Corp. | 12-3" Electric Pipes |
| 4 | L58809 | 7-01-78 | L. Atkins & Sons | Land or Storagee |
| 5 | L20731 | 4-01-67 | Rochester Industrial Ctr. | Fence |
| 6 | L46292 | 5-01-62 | City of Rochester | Sewer |
| 7 | L28139 | 3-15-40 | Rochester G&E Corp. | 8" trans pipe |
| 8 | L23521 | 11-08-22 | Rochester G&E Corp. | Wire Crossing |
| 9 | L29554 | 5-15-63 | Rochester G&E Corp. | 6" Gas Line |
| 10 | L54351 | 1-01-70 | Rochester G&E Corp. | Lights on Bridge |
| 11 | L22416 | 11-25-10 | A. B. Lamberton | Water Pipe |
| 12 | L39791 | 12-01-54 | Foster & Kleiser | Adver. Sign |
| 13 | L22769 | 12-01-16 | Rochester Rwy & Light | Wire Crossing |
| 14 | L39132 | 12-31-55 | Atlantic Pipe Line Co. | 2 phone wires |
| 15 | L26588 | 12-31-55 | Atlantic Pike Line Co. | 8" fuel pipe |
| 16 | L23533 | 1-01-64 | Rochester Telephone Co. | 14 phone duct |
| 17 | L30232 | 5-03-43 | Rochester Telephone Co. | Wire Crossing |
| 18 | L49770 | 9-01-66 | Rochester Telephone Co. | Phone cable |
| 19 | L23069 | 6-17-10 | Rochester & Lake Ont. Water | 6" water line |
| 20 | L21469 | 8-16-47 | Rochester & Lake Ont. Water | 1" water line |
| 21 | L39863 | 2-01-55 | Town of Gates | 8" water line |
| 22 | L42851 | 4-01-58 | County of Monroe | 10" Sewer |
| 23 | L54348 | 4-15-73 | County of Monroe | 20" water line |
| 24 | L39682 | 11-01-54 | Foster & Klieser | 2-25" signs |
| 25 | L23252 | 1-19-21 | Rochester G&E Corp. | Wire Crossing |
| 26 | L23253 | 1-19-21 | Rochester G&E Corp. | 2 Wire Crossings |
| 27 | L42576 | 12-15-27 | Rochester G&E Corp. | 4" gas line |
| 28 | L48801 | 10-01-65 | Rochester Telephone | Phone cable |
| 29 | L97273 | 11-01-83 | Mink Company, Inc. | 39200 Sq. Ft |
| 30 | L23247 | 12-30-25 | Rochester G&E Corp. | Wire Crossing |
| 31 | L55583 | 1-01-75 | Rochester G&E Corp. | 3 Wire Crossings |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L28253 | 7-01-69 | Rochester G&E Corp. | 3-Wire Xing |
| 2 | L53876 | 7-01-72 | Rochester G&E Corp. | 3-Wire Xing |
| 3 | L40304 | 5-16-55 | Rochester G&E Corp. | 3-Wire Xing |
| 4 | L50955 | 8-01-68 | Rochester G&E Corp. | 6" Gas Line |
| 5 | L55151 | 4-01-74 | Monroe County Water | 20" Water Line |
| 6 | L44030 | 9-01-59 | Chile Water Dist. | 3-Water Lines |
| 7 | L23330 | 11-01-59 | Rochester Telephone | Phone Cable |
| 8 | L42570 | 12-01-57 | County of Monroe | 2 Sewers |
| 9 | L42569 | 12-01-57 | County of Monroe | 8" Sewer |
| 10 | L21416 | 12-24-30 | Gilbert J. Wagg | Cattle Chute |
| 11 | L25978 | 6-01-23 | Niagara Mohawk Power Corporation | Wire Xing |
| 12 | L50588 | 8-01-67 | Gates, Chile, Ogden Sewer | 48" Sewer |
| 13 | L50336 | 1-01-67 | Frank Brenner Bldg, Inc. | 24" Drain Pipe |
| 14 | L45267 | 1-16-61 | Rochester Telephone Co. | Phone Cable |
| 15 | L47050 | 7-01-63 | Rochester G&E Corp. | 3 Wire Xings |
| 16 | L51795 | 7-01-69 | Rochester G&E Corp. | 3 Wire Xings |
| 17 | L42609 | 12-15-57 | Monroe County | 8" Sewer |
| 18 | L35827 | 4-16-50 | Rochester G&E Corp. | 12" Trans-Line |
| 19 | L52142 | 4-30-70 | Genesee Explosive Sales | Pit/w/tracks |
| 20 | L51934 | 10-01-69 | Gates, Chile, Ogden Sewer | 54" Sewer |
| 21 | L25974 | 4-19-19 | Niagara Mohawk Power Corporation | Wire Xing |
| 22 | L42051 | 5-01-57 | Rochester G&E Corp. | 2' Gas Line |
| 23 | L32751 | 9-12-46 | Rochester G&E Corp. | 2 Wire Xings |
| 24 | L48772 | 9-01-65 | Rochester G&E Corp. | 20" Gas Line |
| 25 | L32441 | 8-22-46 | Rochester Telephone | Phone Wire |
| 26 | L22276 | 7-07-14 | N.Y. State Sewer Pipe Co. | 12" Drain Pipe |
| 27 | L27373 | 2-28-39 | Louis A. Wehle | Hunting Permit |
| 28 | L44715 | 9-01-66 | Rochester Tele Corporation | Wire Xing |
| 29 | L22574 | 12-09-05 | Bell Telephone Company | Wire Xing |
| 30 | L52659 | 10-01-70 | Rochester G&E Corp. | Wire Xing |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L44610 | 3-18-59 | Rochester G&E Corp. | 3" Gas Line |
| 2 | L56237 | 8-01-75 | Rochester G&E Corp. | Wire Xing |
| 3 | L56236 | 8-01-75 | Rochester G&E Corp. | Wire Xing |
| 4 | L48191 | 12-16-63 | Rochester G&E Corp. | Wire Xing |
| 5 | L38879 | 10-01-53 | Rochester Tele Corp. | Wire Xing |
| 6 | L22568 | 7-13-06 | Bell Tele of Buffalo | Wire Xing |
| 7 | L47337 | 7-01-63 | Village of Scottsville | 8" Sewer |
| 8 | L23539 | 10-21-26 | Village of Scottsville | 4" Water Line |
| 9 | L23236 | 11-04-16 | Livingston Niagra Power | Wire Xing |
| 10 | L46845 | 9-01-70 | Rochester Tele Corporation | Buried Wire Xing |
| 11 | L43672 | 11-19-57 | Rochester G&E Corp. | 2" Gas Line |
| 12 | L40803 | 9-12-58 | Rochester G&E Corp. | 4" Water Line |
| 13 | L52596 | 9-01-70 | Monroe Co. Water Auth. | 12" Water Line |
| 14 | L90300 | 5-22-80 | Village of Scottsville | 42" drain |
| 15 | L25761 | 1-01-37 | Village of Scottsville | 8" Pipe |
| 16 | L22686 | 7-14-23 | Village of Scottsville | 8" Pipe |
| 17 | L23508 | 7-26-15 | Scottsville Light & Gas | Wire Xing |
| 18 | L22760 | 9-24-15 | N.Y. Telephone Co. | 3" Pipe |
| 19 | L22802 | 11-11-63 | Vincet Damico | 2" Water Line |
| 20 | L48609 | 7-01-65 | Monroe Co. Water Auth. | 12" Water Pipe |
| 21 | L22947 | 5-06-16 | Tri City Natural Gas Co. | Gas Line |
| 22 | L46681 | 12-16-62 | Rochester G&E Corp. | Wire Xing |
| 23 | L46968 | 11-01-70 | Rochester Tele. Corporation | Wire Xing |
| 24 | L48650 | 8-01-65 | Town of Wheatland | 8" Water Line |
| 25 | L42531 | 11-01-57 | Rochester G&E Corp. | 2" GAsa Line |
| 26 | L23504 | 12-02-15 | Phillip Garbutt | 1" GAs Line |
| 27 | L23348 | 3-20-30 | Niagra Mohawk Power | Wire Xing |
| 28 | L22945 | 4-26-15 | Tri City Natural Gas | Gas Line |
| 29 | L36238 | 10-16-50 | Rochester G&E Corp. | 20" Pipe |
| 30 | L47872 | 9-01-64 | Rochester G&E Corp. | 14" Gas Line |
| 31 | L48648 | 8-01-65 | Town of Wheatland | 8" Water |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L22128 | 10-25-23 | Ebsary Gypsum Co. Inc. | 3 Tunnels |
| 2 | L32896 | 3-02-72 | Rochester Tele Corp. | Wire Xing |
| 3 | L29524 | 11-07-41 | Rochester G&E Corp. | 8" Pipe |
| 4 | L48649 | 1-01-66 | Town of Wheatland | 8" Water |
| 5 | L49408 | 4-20-66 | Rochester Tele Co. | Wire Xing |
| 6 | L21223 | 2-10-13 | Niagara Mohawk Power | Wire Xing |
| 7 | L51002 | 10-01-68 | Niagara Mohawk Power | Wire Xing |
| 8 | L37176 | 11-19-51 | Niagara Mohawk Power | Wire Xing |
| 9 | L46836 | 3-01-63 | Burnwell Gas Dist. | Land |
| 10 | L48261 | 12-01-64 | Rochester G&E Corp. | 3" Gas Line |
| 11 | L22948 | 9-10-09 | Tri Co. Natural CGas | 2-2" Gas Lines |
| 12 | L24077 | 4-26-15 | Tri Co. Natural Gas | 5" Gas Line |
| 13 | L41520 | 11-01-56 | Rochester Tele. Co. | Wire Xing |
| 14 | L25098 | 7-16-35 | Rochester Tele. Co. | Wire Xing |
| 15 | L44714 | 5-20-60 | Rochester Tele. Co. | Wire Xing |
| 16 | L23324 | 7-01-69 | Rochester Tele. Co. | Wire Xing |
| 17 | L22164 | 12-28-21 | Leroy Stone Corp. | 5" Pipe[1/] |
| 18 | L22163 | 8/03-23 | Leroy Stone Corp. | Wire Xing |
| 19 | L24844 | 6-03-35 | Niagara Mohawk Power | Wire Xing |
| 20 | L95965 | 11-03-81 | Village of Leroy | 12" Water Line |
| 21 | L45299 | 2-15-61 | Village of Leroy | 12" Sewer |
| 22 | L40648 | 11-16-55 | Village of Leroy | 8" Water Line |
| 23 | L22958 | 7-01-07 | Pavilion Natural Gas | 2" Gas Line |
| 24 | L36381 | 12-16-50 | Pavilion Natural Gas | 3" Gas Line |
| 25 | L24069 | 12-26-28 | Pavilion Natural Gas | 3" Gas Line |
| 26 | L23333 | 7-22-26 | Rochester Tele. Co. | Wire Xing |
| 27 | L23335 | 6-28-26 | Rochester Tele. Co. | Wire Xing |
| 28 | L47928 | 2-06-64 | Leroy Machine Co. Inc. | Land |
| 29 | L23361 | 5-08-17 | Leroy Hydraulic Elec. | Wire Xing |
| 30 | L43110 | 6-01-72 | Jones Chemical Inc. | 6" Water Line |

1/ All instruments in this Exhibit with a 1/ designation require modification to reflect that the instruments pertain to properties that are both included in and excluded from the subject transactions.

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L46045 | 11-16-59 | Alfalfa Mill | 2 Fire Hydrants |
| 2 | L24844 | 6-03-35 | Niagara Mohawk Power | Wire Xing |
| 3 | L51956 | 11-01-69 | Village of Leroy | 12" Water Line |
| 4 | L45296 | 2-15-61 | Village of Leroy | 8" Sewer |
| 5 | L22648 | 12-01-16 | Village ofLeroy | 6" Sewer |
| 6 | L49375 | 12-01-65 | Village of Leroy | 8" Sewer |
| 7 | L45298 | 2-15-61 | Village of Leroy | 12" Sewer |
| 8 | L45297 | 2-15-61 | Village of Leroy | 8 & 18" Sewer |
| 9 | L23307 | 1-08-24 | Village of Leroy | Wire Xing |
| 10 | L22961 | 2-01-35 | Pavilion Natural Gas | 2" Pipe |
| 11 | L48607 | 7-01-65 | Pavilion Natural Gas | 3" Gas Line |
| 12 | L48930 | 12-01-65 | Pavilion Natural Gas | 3" Gas Line |
| 13 | L24068 | 9-11-14 | Pavilion Natural Gas | 4" Gas Line |
| 14 | L23470 | 7-16-14 | N.Y. Telephone | Wire Xing |
| 15 | L50628 | 10-01-66 | State of N.Y. | Sewer |
| 16 | L23362 | 5-08-17 | Leroy Hydraulic Elec. | Wire Xing |
| 17 | L22977 | 4-15-07 | Leroy Hydraulic Elec. | Wire Xing |
| 18 | L49233 | 3-01-66 | Rochester Tele. Corp. | Wire Xing |
| 29 | L56671 | 4-01-76 | Rochester Tele. Corp. | Wire Xing |
| 20 | L23332 | 7-22-26 | Rochester Tele. Corp. | Wire Xing |
| 21 | L21470 | 6-20-27 | O. C. Curtis Fruit & Produce | 6" Sewer |
| 22 | L96678 | 7-30-82 | Curtis Burno Company | Land |
| 23 | L23336 | 3-29-35 | Rochester Tele Corp. | Wire Xing |
| 24 | L95289 | 12-01-29 | Rectrel Foam Corp. | Land |
| 25 | L51992 | 3-01-70 | Pro-Fac-Coop, Inc. | 10" Water Line |
| 26 | L50212 | 5-01-67 | Niagara Mohawk Power | Wire Xing |
| 27 | L22623 | 1-10-14 | Leroy Salt Company | 4" Water Line |
| 28 | L90531 | 3-31-81 | Rochester G&E Electric | 4" Gas Line |
| 39 | L28859 | 3-07-41 | Lapp Insulators | Unload Pit |
| 30 | L51784 | 2-01-77 | Lapp Insulators | Land |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L57016 | 4-13-71 | Interpace Corporation | Pvt. Rd. Xing |
| 2 | L24063 | 10-06-25 | Republic Light & Heat | 3" Pipe |
| 3 | L22757 | 1-10-11 | N. Y. Telephone Company | Wire Xing |
| 4 | L48527 | 2-01-65 | A T & T | Wire Xing |
| 5 | L23329 | 7-01-69 | Rochester Tele. Corp. | Wire Xing |
| 6 | L23328 | 1-01-70 | Rochester Tele. Corp. | Wire Xing |
| 7 | L54463 | 7-01-73 | Pavilion Natural Gas | 2" Gas Line |
| 8 | L22960 | 12-08-26 | Pavilion Natural Gas | 18" Drain |
| 9 | L22953 | 1-19-28 | Pavilion Natural Gas | Wire Xing |
| 10 | L22962 | 12-17-06 | Pavilion Natural Gas | Gas Pipe |
| 11 | L26436 | 2-09-54 | Niagara Mohawk Power | Wire Xing |
| 12 | L22967 | 5-18-06 | Pavilion Natural Gas | 2" Gas Pipe |
| 13 | L25897 | 2-01-37 | Pavilion Central School | 6" Water Pipe |
| 14 | L22959 | 6-14-06 | Pavilion Natural Gas | 3" Gas Line |
| 15 | L46495 | 9-16-62 | Iroquois Gas | 3" Gas Line |
| 16 | L43345 | 11-01-58 | Town of Pavilion | 2-6" Water Lines |
| 17 | L24070 | 5-06-13 | N. Y. Central Gas | 4" Gas Line |
| 18 | L23220 | 9-22-24 | Western N. Y. Utilities | Wire Xing |
| 19 | L23219 | 9-22-24 | Western N. Y. Utilities | Wire Xing |
| 20 | L23322 | 4-01-69 | Rochester Tele. Corp. | Wire Xing |
| 21 | L32893 | 11-05-46 | Rochester Tele. Corp | Wire Xing |
| 22 | L22312 | 5-12-13 | Horace S. Bradley | 1" Water Line |
| 23 | L47826 | 7-01-64 | Rochester Tele. Corp. | Wire Xing |
| 24 | L22966 | 9-07-09 | Pavilion Natural Gas | 8" Gas Pipe |
| 25 | L54246 | 3-01-73 | Niagara Mohawk Power | Wire Xing |
| 26 | L54529 | 8-01-73 | Rochester Tele. Corp. | Wire Xing |
| 27 | L22956 | 1-05-10 | Pavilion Natural Gas | 2" Gas Pipe |
| 28 | L54440 | 7-07-73 | Pavilion Natural Gas | 3" Gas Pipe |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L36712 | 5-16-51 | Tenn Gas Trans. Co. | 24" Gas Pipe |
| 2 | L42798 | 4-15-58 | W. W. Griffith Oil Co. | Water Pipe |
| 3 | L21471 | 7-25-27 | John F. Woods | Wire Xing |
| 4 | L21234 | 1-29-03 | Oatka Mining Co. | Tunnel |
| 5 | L42993 | 6-26-58 | Iroquois Gas Corp. | 8" Gas Pipe |
| 6 | L42978 | 6-01-59 | Village of Wyoming | 2" Water Pipe |
| 7 | L23043 | 12-01-32 | Republic Light and Heat Co. | 3" Trans Pipe |
| 8 | L23326 | 5-01-69 | Rochester Tele Corp. | Wire Xing |
| 9 | L22951 | 5-06-13 | NY Central Gas Co. | 2" Gas Line |
| 10 | L21254 | 6-26-14 | H. W. Avery | Cattle Pass |
| 11 | L23327 | 2-01-65 | Rochester Tele. Corp. | Wire Xing |
| 12 | L25769 | 1-01-37 | John Carlson | 1" Water Pipe |
| 13 | L22159 | 1-25-22 | R. C. Wilcox | 1/2" Water Pipe |
| 14 | L37397 | 2-01-52 | N.Y. State Elect & Gas Co. | Wire Xing |
| 15 | L21479 | 1-25-28 | Albert Raitzel | 1" Pipe |
| 16 | L22204 | 11-25-18 | Slocum/Rowe & Kennedy | 4" Tile Drain |
| 17 | L30838 | 4-18-42 | Philippe V. Meng | Unload Pit |
| 18 | L23123 | 10-27-28 | Rocheter Tele Corp. | Wire Xing |
| 19 | L90879 | 9-29-82 | RRG&E Corp. | 4" Gas Line |
| 20 | L22573 | 7-01-72 | Rochester Tele Corp. | Cable Xing |
| 21 | L22571 | 12-18-05 | Bell Telephone Co. | Wire Xing |
| 22 | L22715 | 2-04-26 | NT Central Elect Corp. | Wire Xing |
| 23 | L22963 | 7-09-23 | Pavilion Natural Gas Co. | 6" Gas Pipe |
| 24 | L55990 | 7-01-75 | Rochester Tele Corp. | Wire Xing |
| 25 | L23232 | 12-31-13 | Warsaw Rural Tele Co. | Wire Xing |
| 26 | L40800 | 12-01-55 | N. Y. State Elect & Gas Co. | Wire Xing |
| 27 | L50844 | 1-01-68 | Rochester Tele Corp. | Wire Xing |
| 28 | L23306 | 6-09-55 | N.Y. State Elect & Gas Co. | Wire Xing |
| 29 | L22196 | 9-09-25 | Rock Glen Salt Co. | 3 1/2" Pipe |
| 30 | L22194 | 2-25-20 | Rock Glen Salt Co. | 3 1/2" Pipe |
| 31 | L22195 | 10-12-20 | Rock Glen Salt Co. | 3 1/2" & 6" Pipes |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L45368 | 4-11-61 | Village of Warsaw | 10" Water Line |
| 2 | L25922 | 4-01-37 | N.Y. Central Elect Corp. | Wire Xing |
| 3 | L28579 | 7-05-40 | Rochester Tele Corp. | Wire Xing |
| 4 | L43007 | 8-01-58 | N. Y. State Natural Gas. Co. | 20" Gas Line |
| 5 | L32512 | 10-01-46 | Iroquois Gas Corp. | 3" Gas Line |
| 6 | L24050 | 3-21-30 | Iroquois Gas Corp. | 3" Gas Line |
| 7 | L23304 | 10-25-20 | Warsaw Gas & Elect Co. | Wire Xing |
| 8 | L90185 | 12-14-79 | N. Y. State Elect & Gas Co. | Wire Xing |
| 9 | L39967 | 1-24-80 | N. Y. State Elect & Gas Co. | Wire Xing |
| 10 | L24049 | 3-29-30 | Iroquois Gas Corp. | 4" Gas Line |
| 11 | L45101 | 11-01-60 | Village of Gainesville | 24" Sewer |
| 12 | L54746 | 12-01-73 | Richard J. Shoup | Unload Pit |
| 13 | L52590 | 12-16-70 | Richard J. Shoup | Access Road |
| 14 | L48236 | 1-01-65 | Rochester Tele Corp. | Wire Xing |
| 15 | L23468 | 7-01-69 | N. Y. Telephone Co. | Wire Xing |
| 16 | L20787 | 7-01-70 | Hardy's AGway Coop. | Land |
| 17 | L20787 | 5-01-71 | Hardy's Agway Coop. | Unload Pit |
| 18 | L31346 | 11-22-44 | N. Y. Telephone Co. | Wire Xing |
| 19 | L30823 | 3-06-44 | RG&E Corp. | Wire Xing |
| 20 | L22690 | 10-05-29 | Iroquois Gas Corp. | 8" Gas Line |
| 21 | L22563 | 9-30-09 | Bell Telephone Co. | Wire Xing |
| 22 | L22688 | 4-02-30 | Iroquois Gas Corp. | 2-3" Gas Lines |
| 23 | L24079 | 5-01-69 | N. Y. Telephone Co. | Wire Xing |
| 24 | L23502 | 12-21-15 | Bliss Water Supply Co. | 3" Water Line |
| 25 | L23460 | 8-24-43 | RG&E Corp. | Wire Xing |
| 26 | L23463 | 10-26-26 | Genessee Valley Power Co. | Wire Xing |
| 27 | L96509 | 5-22-82 | N.Y. Telephone Co. | Wire Xing |
| 28 | L23461 | 8-24-43 | RG&E Corp. | Wire Xing |
| 29 | L22564 | 6-28-09 | Bell Telephone Co. | Wire Xing |
| 30 | L22637 | 11-17-25 | Bliss Water Supply Co. | 3" Water Line |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L20803 | 12-01-23 | Burt J. Peffer Inc. | Platform |
| 2 | L20951 | 4-01-52 | Eagle Mem Post 1730 AmL. | Land/Bldg. |
| 3 | L58897 | 8-01-79 | Kersch's Crop Service | Track & Land |
| 4 | L22689 | 1-03-31 | Iroquois Gas Corp. | 4" Gas Line |
| 5 | L23462 | 8-24-43 | RG&E Corp | Wire Xing 1/ |
| 6 | L22479 | 3-27-06 | Inter-Ocean T&T of Buff | Wire Xing |
| 7 | L95807 | 6-25-81 | RG&E Corp. | Wire Xing 1/ |
| 8 | L37410 | 2-01-52 | RG&E Corp. | Wire Xing 1/ |
| 9 | L35732 | 4-01-50 | N. Y. Telephone Co. | Wire Xing |
| 10 | L22452 | 3-30-09 | W. L. McCall | Wire Xing 1/ |
| 11 | L32139 | 4-08-46 | N. Y. Telephone Co. | Wire Xing |
| 12 | L47002 | 5-23-63 | Niagara Mohawk Power Corp. | Wire Xing |
| 13 | L49015 | 12-01-65 | N. Y. Telephone Co. | Wire Xing |
| 14 | L25810 | 7-15-61 | Iroquois Gas Corp. | 10"Gas Line |
| 15 | L31523 | 4-19-45 | N.Y. Telephone Co. | Wire Xing |
| 16 | L21212 | 10-16-28 | N. A. Phillippi & Co. | Land/Platform |
| 17 | L23224 | 2-02-25 | Village or Arcade | Wire Xing |
| 18 | L48827 | 11-01-65 | N. Y. Telephone Co. | Wire Xing |
| 19 | L22713 | 7-01-69 | Village of Arcade | Wire Xing |
| 20 | L34969 | 4-30-49 | N.Y. Telephone Co. | Wire Xing |
| 21 | L22763 | 7-30-15 | N.Y. Telephone Co. | Wire Xing |
| 22 | L96584 | 7-07-82 | N.Y. Telephone Co. | Wire Xing |
| 23 | L37509 | 4-01-52 | N.Y. Telephone Co. | Wire Xing |
| 24 | L30712 | 1-17-44 | N.Y. Telephone Co. | Wire Xing |
| 25 | L23346 | 4-04-30 | Niagara Mohawk Power Co. | Wire Xing |
| 26 | L20796 | 11-01-21 | N.Y. Telephone Co. | Wire Xing |
| 27 | L46739 | 9-01-62 | Roman Kordas | 1 1/2" Gas Line |
| 28 | L22481 | 1-08-06 | Machias Telephone Co. | Wire Xing |
| 29 | L22468 | 6-27-07 | Machias Telephone Co. | Wire Xing |
| 30 | L52401 | 9-01-70 | N.Y. Telephone Co. | Wire Xing |
| 31 | L23349 | 6-22-27 | Niagara Mohawk Power Co. | Wire Xing |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L23347 | 12-04-23 | Niagara Mohawk Power Co. | Wire Xing |
| 2 | L25158 | 3-23-33 | Niagara Mohawk Power Co. | Wire Xing |
| 3 | L24056 | 6-20-29 | Iroquois Gas Corp. | 6" Gas Line |
| 4 | L23399 | 12-17-12 | Olean Inter-State Tele | Wire Xing |
| 5 | L56759 | 6-25-76 | N.Y. Telephone Co. | Wire Xing |
| 6 | L57048 | 4-21-77 | Niagara Mohawk Power Co. | Wire Xing |
| 7 | L31117 | 9-21-44 | N.Y. Telephone Co. | Wire Xing |
| 8 | L58693 | 2-06-79 | N.Y. Telephone Co. | Wire Xing |
| 9 | L42845 | 12-31-68 | Iroquois Gas Corp. | 24" Gas Line |
| 10 | L53320 | 11-01-71 | Niagara Mohawk Power Co. | Wire Xing |
| 11 | L35869 | 8-01-71 | N.Y. Telephone Co. | Wire Xing |
| 12 | L41022 | 8-01-71 | N.Y. Telephone Co. | Wire Xing |
| 13 | L22062 | 7-18-29 | PA Fuel Supply Co. | 8" Gas Line |
| 14 | L55993 | 7-01-75 | RG&E Corp. | 4" GAs Line |
| 15 | L24038 | 3-29-27 | RG&E Corp. | 4" Iron Ducts |
| 16 | L22698 | 10-08-25 | RG&E Corp. | Wire Xing |
| 17 | L23249 | 10-23-23 | RG&E Corp. | Wire Xing[1/] |
| 18 | L49307 | 5-01-66 | RG&E Corp. | 20" GAs Line |
| 19 | L97406 | 7-11-83 | Eastman Kodak Co. | Track & Land |
| 20 | L22775 | 11-26-06 | Rochester Rwy & Light | Wire Xing |
| 21 | L23073 | 3-30-07 | R&LO Water Co. | 6 Water Lines |
| 22 | L22770 | 8-22-16 | Rochester Rwy & Light | Wire Xing |
| 23 | L23367 | 7-09-17 | Rochester Rwy & Light | Wire Xing |
| 24 | L20703 | 4-01-13 | General Rwy Signal Co. | Land |
| 25 | L46293 | 11-23-60 | City of Rochester | 36" Sewer |
| 26 | L46291 | 5-01-62 | City of Rochester | 8" Sewer |
| 27 | L96557 | 5-20-82 | Rochester Industrial Ct. | Track & Land |
| 28 | L20722 | 4-01-67 | Rochester Industrial Ct. | Land |
| 29 | L29460 | 4-13-57 | Elect Equip Co. | Land/Fence |
| 30 | L43137 | 4-10-40 | RG&E Corp. | Wire Xing |
| 31 | L23124 | 11-30-27 | Rochester Tele Corp. | Wire Xing |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L23125 | 12-30-27 | RochesterTele Corp. | Wire Xing |
| 2 | L40614 | 6-01-55 | Olin Corp. | Track and Land |
| 3 | L23235 | 6-09-14 | General Rwy Signal Co. | Wire Xing |
| 4 | L33988 | 2-12-48 | RG&E Corp | Wire Xing |
| 5 | L25965 | 3-01-69 | RG&E Corp | 8" Gas Line |
| 6 | L37240 | 11-16-51 | RG&E Corp | Wire Xing |
| 7 | L38261 | 2-01-53 | RG&E Corp | 4" Gas Line |
| 8 | L52051 | 11-01-74 | Transportation Displays | Signboard |
| 9 | L47871 | 7-01-65 | Foster & Kleiser | Signboard |
| 10 | L37455 | 3-10-52 | GM Corp. Delso Appl Div. | 36" Sewer |
| 11 | L38126 | 10-14-52 | City of Rochester | 12" Water Line |
| 12 | L23076 | 12-02-09 | R&LO Water Co. | 2" Water Line |
| 13 | L23072 | 9-30-07 | R&LO Water Co. | 6" Water Line |
| 14 | L25961 | 4-10-28 | R&LO Water Co. | 12" Water Line |
| 15 | L23323 | 10-14-30 | Rochester Tele Corp. | Wire Xing |
| 16 | L21248 | 5-01-24 | Rochester Pad & Wrapper | Platform |
| 17 | L95063 | 12-04-79 | Heuer Utility Contr. Inc. | 16" Water Line |
| 18 | L96933 | 2-15-83 | Foster & Kleiser | Signboard |
| 19 | L41282 | 6-01-56 | RG&E Corp | Wire Xing |
| 20 | L41305 | 6-01-56 | RG&E Corp. | Wire Xing |
| 21 | L23248 | 1-08-26 | RG&E Corp | Wire Xing |
| 22 | L24034 | 12-01-60 | RG&E Corp | 6" Gas Line |
| 23 | L42226-1 | 11-01-59 | RG&E Corp. | Wire Xing |
| 24 | L42226 | 7-01-57 | Rochester Tele Corp. | Wire Xing |
| 25 | L25568 | 8-15-61 | RG&E Corp | 8" Gas Line |
| 26 | L50824 | 7-01-68 | RG&E Corp | 20" Gas Line |
| 27 | L56424 | 10-29-75 | RG&E Corp | Wire Xing |
| 28 | L43038 | 6-16-58 | City of Rochester | 12" Water Line |
| 29 | L95798 | 6-15-81 | City of Rochester | 12" Water Line |
| 30 | L46296 | 10-27-60 | City of Rochester | 18" Sewer |
| 31 | L26347 | 2-15-51 | City of Rochester | 15" Sewer |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L23334 | 11-30-25 | Rochester Tele Corp | Wire Xing |
| 2 | L23530 | 9-06-30 | Rochester Tele Corp | Wire Xing |
| 3 | L47333 | 11-25-63 | Rochester Tele Corp | Wire Xing |
| 4 | L23127 | 6-01-57 | Rochester Tele Corp | Wire Xing |
| 5 | L24044 | 10-01-42 | R&LO Water Co. | 2" Water Line |
| 6 | L23501 | 12-31-15 | North Gates Water Dist. | 8" Water Line |
| 7 | L24898 | 8-17-35 | Flower City Bldr Supply | Team Track |
| 8 | L39659 | 10-16-54 | Foster & Kleiser | Signboards |
| 9 | L90760 | 4-20-82 | American Cablevision | Wire Xing |
| 10 | L36695 | 3-16-51 | RG&E Corp. | 16" Gas Line |
| 11 | L23250 | 11-25-19 | RG&E Corp | Wire Xing |
| 12 | L42841 | 3-26-58 | RG&E Corp | 4" Gas Line |
| 13 | L23237 | 12-31-20 | Rochester Dist Telegraph | Wire Xing |
| 14 | L22772 | 6-30-10 | Rochester Rwy & Light Co. | 6" Gas Line |
| 15 | L22469 | 9-30-07 | M. Kondolf | 6" Water Line |
| 16 | L58463 | 9-01-78 | Foster & Kleiser | Signboard |
| 17 | L42659 | 11-15-57 | City of Rochester | 42" Sewer |
| 18 | L37046 | 1-01-51 | City of Rochester | 36" Water Line |
| 19 | L39854 | 11-15-54 | City of Rochester | 24" Sewer |
| 20 | L24081 | 12-20-17 | N.Y. Telephone Co. | Wire Xing |
| 21 | L96612 | 6-10-82 | Flower City Tissue Mills | Land/Bldg |
| 22 | L90807 | 6-21-82 | Flower City Tissue Mills | Unload Pit |
| 23 | L23085 | 9-16-20 | R&LO Water Co | 3/4" Water Line |
| 24 | L36244 | 10-01-50 | RG&E Corp | Wire Xing |
| 25 | L23254 | 12-16-27 | RG&E Corp | Wire Xing |
| 26 | L38260 | 4-03-52 | RG&E Corp | 8" Gas Line |
| 27 | L46846 | 4-01-63 | Rochester Tele Corp | Wire Xing |
| 28 | L37429 | 2-01-52 | Richester Tele Corp | Wire Xing |
| 29 | L22778 | 11-17-16 | Rochester Rwy & Light Co. | Wire Xing |
| 30 | L22773 | 9-29-09 | Rochester Rwy & Light Co. | 6" Gas Line |
| 31 | L58005 | 12-01-80 | Eastman Kodak Co. | Land/Fence |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L39461 | 3-16-54 | Eastman Kodak Co. | 30" Water Line |
| 2 | L51550 | 5-01-69 | Eastman Kodak Co. | Pipe Bridge |
| 3 | L46497 | 7-19-62 | Eastman Kodak Co. | Wire Xing |
| 4 | L32490 | 4-06-28 | Eastman Kodak Co. | Road/Walk/Wire |
| 5 | L23518 | 3-15-16 | Greece Sewer Dist No. 1 | 18" Sewer |
| 6 | L21287 | 12-23-29 | Ridge Construction Corp. | Unload Pit |
| 7 | L26189 | 6-01-37 | City of Rochester | 12" Sewer |
| 8 | L25153 | 12-24-35 | City of Rochester | 16" Water Line |
| 9 | L25065 | 11-01-35 | City of Rochester | 48" Sewer |
| 10 | L23071 | 11-19-07 | R&LO Water Co. | 10" Water Line |
| 11 | L23088 | 7-27-16 | R&LO Water Co. | 22" Water Line |
| 12 | L23079 | 1-18-16 | R&LO Water Co. | 1"Water Line |
| 13 | L23078 | 10-25-15 | R&LO Water Co. | 3/4" Water Line |
| 14 | L25066 | 11-01-35 | City of Rochester | 18" Sewer |
| 15 | L24152 | 3-06-34 | City of Rochester | 42" Sewer |
| 16 | L23004 | 11-28-27 | R&LO Water Co. | 6" Water Line |
| 17 | L23058 | 7-14-24 | R&LO Water Co. | 3/4" Water Line |
| 18 | L23055 | 7-07-24 | R&LO Water Co. | 3/4" Water Line |
| 19 | L34305 | 6-16-48 | R&LO Water Co. | 2" Water Line |
| 20 | L23075 | 5-24-06 | R&LO Water Co. | 6" Water Line |
| 21 | L25964 | 9-08-21 | R&LO Water Co. | 6" Water Line |
| 22 | L22777 | 5-15-57 | RG&E Corp | 6" Gas Line |
| 23 | L55998 | 8-01-72 | RG&E Corp | Wire Xing |
| 24 | L23129 | 4-21-04 | Rochester Tele Corp | Wire Xing |
| 25 | L22566 | 12-01-64 | Rochester Tele Corp | Wire Xing |
| 26 | L24569 | 1-31-35 | Rochester Tele Corp | Wire Xing |
| 27 | L97146 | 1-01-83 | William O'Dell | Parking |
| 28 | L24088 | 1-29-29 | Eastman Kodak Co. | 24" water Line |
| 29 | L25976 | 5-01-06 | Niagara Mohawk Power Co. | Wire Xing |
| 30 | L23222 | 5-15-25 | N.Y. Central Elect Corp | Wire Xing |
| 31 | L22199 | 12-01-19 | Silver Springs Village | Wire Xing |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L36732 | 7-16-51 | N Y State Elect & Gas Corp | Wire Xing |
| 2 | L51144 | 11-01-68 | N Y State Elect & Gas Corp | Wire Xing |
| 3 | L20714A | 9-01-57 | Morton Salt | Land |
| 4 | L45634 | 10-02-61 | Morton Salt | 1-8" Pipes |
| 5 | L22095 | 9-10-25 | Worcester Salt | 8" Water Line |
| 6 | L90958 | 2-25-83 | Morton Salt | 3" Brine Pipe |
| 7 | L24051 | 6-07-30 | Iroquois Gas Corp | 4" Gas Line |
| 8 | L24052 | 1-07-30 | Iroquois Gas Corp | 4" Gas Line |
| 9 | L23464 | 7-12-16 | Perry Elect Light Co. | Wire Xing |
| 10 | L96666 | 3-01-82 | Eastman Kodak | Land |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L24042 | 10-15-28 | Rochester G&E Corp | Team Pipes |
| 2 | L22766 | 11-29-16 | Rochester Rwy & Light | 6 Wire Xing |
| 3 | L23366 | 4-25-17 | Rochester Rwy & Light | 6 Wire Xing |
| 4 | L21379 | 7-06-1896 | City of Rochester | Sewer |
| 5 | L22771 | 12-01-42 | Rochester G&E Corp | 3 Wire Xing |
| 6 | L51888 | 11-01-69 | Rochester G&E Corp | 24" Pipe[1/] |
| 7 | L56539 | 1-14-76 | Rochester Telephone Co. | 2 cables[1/] |
| 8 | L22727 | 2-19-27 | N Y Central Electric Co. | Wire Xing |
| 9 | L22764 | 5-07-19 | Rochester Rwy. & Light | 8" Gas Line |
| 10 | L39072 | 12-16-53 | Foster & Kleiser | Sign Adv. |
| 11 | L41226 | 7-16-56 | Foster & Kleiser | Sign Adv. |
| 12 | L26157 | 11-01-38 | Foster & Kleiser | Sign Adv. |
| 13 | L95271 | 5-01-80 | Foster & Kleiser | Sign Adv. |
| 14 | L42237 | 8-01-57 | Pfaudler Co. | Sign Adv. |
| 15 | L57871 | 8-01-76 | Cervini Car Wash Inc. | Sign |
| 16 | L21277 | 11-12-26 | Rochester Telephone Corp. | Wire Occ. |
| 17 | L21223 | 10-22-14 | Niagara Mohawk Power Co. | Wire Occ. |
| 18 | L21899 | 11-01-51 | Niagara Mohawk Power Co. | Wire Occ. |
| 19 | L22162 | 4-01-22 | Leroy Lime & Crushed Stone | Wire Occ. |
| 20 | L95801 | 4-01-81 | Genessee Leroy Stone Corp. | Land[1/] |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | L47141 | 11-16-59 | Village of Leroy | 8" Water Pipe |
| 2 | L24031 | 9-14-26 | Village of Leroy | 10" Sewer |
| 3 | L47633 | 5-01-64 | Leroy Machine Co. | 4&5" Sewer |
| 4 | L41519 | 11-01-56 | Niagara Mohawk Power Corp. | Wire Occ. |
| 5 | L22978 | 3-20-15 | Leroy Hydraulic Elect. Gas | Wire Occ. |
| 6 | L21131 | 8-01-68 | Rizzo, Phillip | Land |
| 7 | L25972 | 1-03-23 | Leroy Salt Co. | Pipe Occ. |
| 8 | L22965 | 5-08-12 | Pavilion Natural Gas | Gas Pipe |
| 9 | L22756 | 11-02-10 | N. Y. Telephone Co. | Wire Occ. |
| 10 | L22413 | 1-03-11 | Wyoming Co. Home Tele. Co. | Wire Occ. |
| 11 | L22716 | 2-28-25 | N. Y. Central Electric Corp. | Wire Occ. |
| 12 | L22714 | 2-02-25 | Village of Arcade | Wire Occ. |
| 13 | L22066 | 12-13-28 | Breyer Ice Cream Co. | 8" Sewer |
| 14 | L37903 | 5-20-53 | RG&E Corp. | 1 Steam Pipe<br>1 Drain Pipe |
| 15 | L37903-1 | 5-24-62 | RG&E Copr. | Pipe Occ. |
| 16 | L20968 | 6-01-08 | Flower City Tissue Mill | Pipe Occ. |
| 17 | L32753 | 9-19-46 | RG&E Coarp. | Wire Occ. |
| 18 | L23063 | 5-28-26 | RL&O Water Co. | Pipe Occ. |
| 19 | --- | 6-12-86 | CSX Communications, Inc. | Fiber Optics System |
| 20 | N.Y. D.O.T. PIN 4935.11 and 4935.17 | 9-28-84 | Genesee & Wyoming | Construction of Track Connection |

| | NUMBER | DATE | TENANT | DESCRIPTION |
|---|---|---|---|---|
| 1 | N.Y. D.O.T. PIN 4935.16.301 and 4935.17.301 | 6-19-84 | Genessee & Wyoming | Construction of Tract Connections |
| 2 | 21305 | 12-20-15 | Erdie Perforating Co. | Underground crossing |
| 3 | 26213 | 12-31-55 | Atlantic Pipeline | Underground wire crossing |
| 4 | 39132 | 12-31-55 | Atlantic Pipeline | Underground wire crossing |
| 5 | 23251 | 11-08-22 | Rochester Gas & Elec | Wire crossing |
| 6 | 22771 | 12-01-42 | Rochester Gas & Elec | Wire crossing |
| 7 | 97711 | 01-01-85 | CF Industries, Inc. | Signboard |
| 8 | 21416 | N/A | Gilbert, J.W. | Road crossing |
| 9 | 5387 | 08-01-31 | Rochester Gas & Elec | Wire crossing |
| 10 | 26214 | 12-31-55 | Atlantic Pipeline | Pipe crossing |
| 11 | 41519 | 11-01-56 | Niagara Mohawk | Wire crossing |
| 12 | 95239 | 12-01-79 | Bernel Farm Products | Land |
| 13 | 26281 | 12-31-55 | Atlantic Pipeline | Underground Pipeline |
| 14 | 23219 | 09-22-24 | Western N. Y. Utilities | Wire line |
| 15 | 23221 | 06-08-25 | N. Y. Central Elec | Wire line |
| 16 | 25769 | 01-25-22 | John Carlson | Pipeline |
| 17 | 21479 | 01-25-28 | Albert Reitzel | Pipeline |
| 18 | 34006 | N/A | Pavilion Natural Gas | Pipeline |
| 19 | 22717 | N/A | N. Y. Central Electric | Wire line |
| 20 | 7477-3 | N/A | Rochester Gas & Elec | Wire line |
| 21 | 17477 | N/A | Rochester Gas & Elec | Wire line |
| 22 | 22973 | 03-01-18 | N. Y. Transit | Pipeline |
| 23 | 28011 | 01-04-40 | N. Y. Transit | Pipeline |
| 24 | 39072 | 12-16-53 | Rochester Poster | Signboard |
| 25 | 37903 | 05-20-53 | Rochester Gas & Elec | Underground crossing |
| 26 | 52807 | | Rochester Gas & Elec | Underground crossing |
| 27 | 50825 | 07-01-68 | Rochester Gas & Elec | Underground crossing |
| 28 | 39854 | N/A | City of Rochester | Underground crossing |
| 29 | 98052 | N/A | Rochester Gas & Elec | Underground crossing |
| 30 | 91512 | 02-25-85 | Eastman Kodak | Underground crossing |
| 31 | 22773 | N/A | Rochester Railway | Underground crossing |
| 32 | 23087 | N/A | Rochester & L. O. Water Co. | pipeline |
| 33 | 45394 | 04-05-61 | Monroe County Water Auth. | Pipeline |

| CONTRACT NUMBER | COMPANY | COMMODITY | EXP. DATE | CONTROL NUMBER |
|---|---|---|---|---|
| BO-C-00650 | United Refining | Fuel Oil & Kerosene | 09-17-86 | 003776 |
| SBDC-0731 | Tennessee Eastman | Various Chemicals and Plastics | 7-10-86 | 003777 |
| BO-C-0293 | Pacific Coast Producers | Canned Goods | Indef. | 003778 |
| CSR-E-04005 | Tri-Valley Growers | Canned Goods | Indef. | 003779 |
| BO-C-0111B | C F Industries | Nitrogen Fertilizer | 09/18/87 | 003780 |
| BO-C-01087 | United Refining | Asphalt | 07/25/86 | 003781 |
| CSR-E-04000 | Morton Salt | Packaged Salt | 02/21/86 | 003782 |
| BO-C-01016 | United Refining | Asphalt | 05/27/86 | 003783 |
| BO-C-00756 | C F Industries | Nitrogen Fertilizer | 12/31/86 | 003784 |
| BO-C-00833 | Morton Salt | Bulk Salt | 02/07/86 | 003785 |
| SP-D-10104 | Tri-Valley Growers | Canned Goods | Indef. | 003786 |
| CO-C-00539 | Kirth Malting Co. | Malt | 04/08/86 | 003787 |
| BO-C-01250 | Rochester G & E | Coal | 12-11-86 | 003788 |
| BO-C-01298 | Kodak | Coal | 12-31-86 | 003789 |

These contracts are not assignable as currently written.

| AGREEMENT NUMBER | LOCATION | PARTY | DATE | TERM | DESCRIPTION |
|---|---|---|---|---|---|
| 9030-A | Machias | Pennsylvania RR | 5-3-1878 | Indefinite | Interlocker tower and crossing frogs. |
| 8747-A | Rochester | City of Rochester | 1-6-28 | 60 Days | City Subway operation and track maintenance. |
| 9030-A | Lincoln Park | Pennsylvania RR | 11-7-1882 | Indefinite | Crossing frogs. |
| 8722-A | Lincoln Park | Pennsylvania RR | 7-21-1902 | Indefinite | Joint trackage to industries. |
| LE-4-CR-6 | Silver Springs | Conrail | 8-1-79 | 30 Days | Switching service for Morton Salt. |
| 8860-A | Lincoln Park Rochester | N.Y.Central | 1-1-35 | 10 Days | 10 Days Switching service. |

| FILE NUMBER | PARTIES | AGREEMENT | DESCRIPTION |
|---|---|---|---|
| 175.073.1 | B&O | 5-19-82 | Switching - Silver Spring, NY |
| 195.011.1 | B&O/D&H | 12-01-82 | Trackage - Silver Spring - PL Junction, NY |
| 620.107.1 | B&O/CR | 3-27-29 | Interlocker - Machias, NY |
| 641.001.1 | B&O/GW | 3-28-84 | Trackage - Rochester - Caledonia, NY |
| 540.124.1 | B&O/CR | 7-02-02 | Minor Facilities - Lincoln Park and Rochester, NY |

| LOCATION | NUMBER | AGREEMENT WITH | Reference Agreemt. # | DATE | DESCRIPTION |
|---|---|---|---|---|---|
| Pavilion Center | 3724 | State of New York | | 12-01-33 | Reconstruction of Br 30.87 account highway improvements. |
| Barnard | 3729 | Sheney & Boland, Inc. | | 5-22-34 | Liability in connection with construction of 33"/10" sewer under tracks and R.O.W. at Dewey Ave. |
| Leroy | 3836 | City of Leroy | | 3-27-35 | Easement to construct pipe crossing under tracks & R.O.W. at West Main Street |
| Machias | 3918 | State of New York | | 6-03-36 | Reconstruction of Railroad Bridge #84/04 over Machias-Delevan Highway. Elimination of Chile Ave. grade crossing. |
| Rochester | 3951 | State of New York & The Asbestex Corporation | 4225<br>4274 | 5-16-40<br>9-23-36 | Agreement covering adjustment of side track serving the Asbestex Corporation. |
| Rochester | 4036 | B.R. & P. RY. Co. | | 9-13-37 | Ordinance adopted by City Council granting permission to construct tracks at King and Canal St. |
| Freedom | 4159 | J.F. Walradt | | 5-03-39 | Permission to construct and maintain private crossing. |
| Rochester | 4203 | City of Rochester<br>City of Rochester | | 12-24-38<br>7-23-34 | Boxart Street outlet sewers easement.<br>Hopper Hollow Dist. outlet sewers easement. |
| Rochester | 4225 | New York Public Service Commission | 3951 & 4274 | 12-31-38 | Grade crossing elimination at Chili Avenue, Ames Street and Hague Street |
| Rochester | 4274 | B.R. & P. Ry & G.V.T.Ry. Co. | 3951 | 11-07-1882 | Grants Terminal Company to cross B.R.& P. R.O.W. (Agt.#1). |
| Rochester & State Line Ry Co. | 4427 | BR&P Ry & W.NY & P.Ry Co.<br>City of Machias | 4225 | 9-07-17<br>5-03-1878 | Modifies certain terms of Agreement #1.<br>Grade Crossing of B.N.Y. & P. RY. by Rochester & State Line Rwy. |
| Leroy | 4662 | Order # 10723 | | 11-28-44 | Agreement covering additional protectors at Hwy. Grade Xing. |
| Rochester | 4662 | Order # 10723 | | 11-28-44 | Agreement covering additional protectors at Hwy. Grade Xing. |
| Gainesville | 4662 | Order # 10723 | | 11-28-44 | Agreement covering additional protectors at Hwy. Grade Xing. |
| Rochester | 4885 | N.Y. Central RR Co., Barnard | | 7-05-47<br>6-04-51<br>11-25-52<br>3-20-53 | Installation of Flashers at Dewey Avenue & Ridge Road.<br>Supplemental Agreement to Dewey Avenue Flashers.<br>Installation of Flashers at McCall Road<br>Supplemental Agreement to McCall Road Flashers |
| Hardys (Gainesville) | 4930 | Wyoming County & B.R. & P. Rwy. | 5086 | 1-30-61 | Reconstruction of RR#57.85 carrying Rt. 10 over tracks. |
| Pavilion | 5213 | State of New York | | 2-08-63 | Construction of State Hwy (Pavilion - Batavia) #923. |
| Rochester | 5363 | N.Y. Public Service Comm. | 5543 | 12-13-49 | Elimination of Grade Crossings at Ames, Hague, Colvin, York and Child Streets |
| Gainesville | 5392 | State of New York | | 10-24-49 | Temporary Hwy crossing & Reconstruction of existing crossing (Highway Br. across East Key Creek). |

| LOCATION | NUMBER | AGREEMENT WITH | Reference Agreemt. # | DATE | DESCRIPTION |
|---|---|---|---|---|---|
| P&L Junction | 5452 | Lehigh Valley R.R. Co. | | 5-31-50 | Supplemental Agreement covering modification of Agreement Dated 6-16-1890 (Not in file) for distribution of expense of interlocking plant. |
| Rochester | 5543 | B.R. & P. RY CO. & N.Y.C. R.R. CO. | 5363 | 1-25-51<br>3-21-57 | Changes in signal bridges by elimination of grade crossings at Ames, Hague, Colvin, York, & Child Streets. Also relocation of signal bridges at Hague Street. |
| Rochester | 5584 | State of New York | | 8-09-50 | Construction of water main across B&O Tracks in connection with Mt. Read Blvd. improvement. |
| Rochester | 5644 | N.Y. Public Service Comm. | | 6-04-51 | Liability of Cost of elimination of grade crossing at Chili Ave. |
| Rochester Belt | 5684 | People of the State of New York | 5919 | 5-21-51 | Agreement carrying BR#G2.42 over Mt. Read Blvd. |
| Rochester | 5724 | State of New York | Entry 4-Pg.2 | 8-30-63 | Relocation of 6" Water line for construction of Hwy, Bridge #2.84 to Carry Roch. "Outer Loop". |
| Rochester | 5777 | N.Y. Public Service Comm. | | 11-22-60 | Install automatic protection at Ridge Road |
| Rochester | 5844 | N.Y. Public Service Comm. | | 11-09-60 | Install automatic protection at West Ave. |
| Scottsville | 5852 | N.Y. State Thruway | | 10-20-52 | Construction of an overhead crossing north of Scottsville. |
| Rochester Belt | 5919 | People of the State of New York | 5684 | 4-10-53 | Underpass at Mt. Read Blvd. grade crossing. |
| Rochester(Greece) | 6467 | Genesee State Park Comm. | 6548 | 1-12-59 | Construction of BR #G-8.38 over Lake Ontario State Parkway. |
| Rochester | 6476 | Erie RR Co. Lehigh Valley RR Co. PA. R.R., N.Y.C. RR. Co. | | 8-08-57 | Covering operating & maintaining of subway rairoad owned by City of Rochesterand delegates same as agents for railroads listed in agreement. |
| Rochester (Greece) | 6548 | Lake Ontario State Pkwy. | 6467 | 1-12-59 | Construction of BR #G-8.38 |
| Rochester (Chile) | 6622 | Monroe County | | 7-28-59 | Removal of flight obstructions in connection with extension of runway at Monroe County Airport |
| Rochester | | State of New York | 5724 | 8-21-61 | BR #2.84 - Responsibilities as to maintenance of Bridge Rochester "Outer Loop". |
| Leroy | 6777 | State of New York | | 8-17-64 | Reconstruct crossing and install flashers at Lake Street - Route 19. |
| Lincoln Park | 6835 | Monroe County | 7584 | 8-16-66 | Reconstruct crossing and install flashers at Buell Road. |
| Gainesville | 6968 | State of New York | | 10-08-68 | Easement for County Rte 10 - Retirement of BR #57.85. |
| Hardys | 6968 | State of New York | | 10-08-68 | Easement for County Rte 10 - Retirement of BR #57.85. |
| Wheatland (East Mumford) | 7067 | N.Y. Public Service Comm. | | 2-17-70 | Installation flashers at Armstrong Road - Monroe County. |

| LOCATION | NUMBER | AGREEMENT WITH | Reference Agreemt. # | DATE | DESCRIPTION |
|---|---|---|---|---|---|
| Scottsville (Chili) | 7068 | N.Y. Public Service Comm. | | 2-17-70 | Grade Crossing Protection at Morgan Road, Monroe County. |
| Brookdale | 7147 | N.Y. Public Service Comm. | 7584 | 2-09-71 | Installation of flashers at Brook Road, Monroe County. |
| Rochester | 7269 | State of New York | | 4-06-73 | Crossing Improvement of U.S. Rt.104 and Ridge Road West. |
| Ashford | 7379 | N. Y. State Dept. of Transportation | | 8-09-74 | Relocation of flashers at D.O.T. #148229U and 148226Y. |
| Elton | 7407 | State of New York | | 2-27-75 | |
| | | | | 5-23-78 | Flashers at Alexander Road (CR #21) - Installation. |
| Leroy | 7445 | State of New York | | 12-02-75 | Flashers at North Street - Installation. |
| Leroy | 7443 | N. Y. State Dept. of Transportation | | 10-26-76 | Flashers at Munson Street - Installation. |
| | | | | 10-26-76 | Close and abandon BR #2-J located on the East Bethany, LeRoy Road. |
| Maplewood | 7494 | State of New York | | 10-07-76 | Flashers at Paul Road (RTE-252A) - Installation. |
| Rochester | 7568 | N. Y. State Dept. of Transportation | | 4-06-77 | State Road Signage on BR #G2.42 - Mt. Read Blvd. |
| Brookdale | 7584 | N. Y. State Dept. of Transportation | 7147 | 3-01-84 | Install flashers at Brook Road and Buell Road 148051X and 148044M |
| Lincoln Park | 7584 | N. Y. State Dept of Transportation | 6835 | 3-01-84 | Install flashers at Brook Road and Buell Road 148051X and 148044M |
| Rochester | 7638 | State of New York | | 4-25-78 | Install flashers at Rte 18, Dewey Avenue - DOT #148036V. |
| Rochester | 7850 | N. Y. State Dept. of Transportation | | 5-19-80 | Install flashers at Ridgeway Avenue, MP 3941, DOT #148025H. |
| Pavilion | 7950 | N. Y. State Dept. of Transportation | | 1-26-82 | Install flashers at Main Street, DOT #148098T. |
| Leroy | 7954 | " " " | | 7-26-83 | Install flashers at Perry Road, DOT #148079N |
| Lincoln Park | 7970 | " " " | | 3-26-84 | Safety improvements to Rte I490 and 390 - Monroe County. |
| Eagle | 7975 | " " " | | 1-27-84 | Install flashers at Telegraph Road, DOT #148177E. |
| Eagle | 7976 | " " " | | 1-27-84 | Install flashers at Pike Road, DOT #148182B |
| Eagle | 7978 | " " " | | 1-27-84 | Install flashers at Cole Road, DOT #148909N |
| Gainesville | 7979 | " " " | | 1-26-84 | Install flashers at Evans Road, DOT #148154X |
| Buss | 7992 | " " " | | 1-27-84 | Install flashers at Main Street, DOT #148171N |

| LOCATION | NUMBER | AGREEMENT WITH | Reference Agreemt. # | DATE | DESCRIPTION |
|---|---|---|---|---|---|
| Leroy | 108 | Delbert J. Ellison | | 11-1-52 | Granted right to use three parcels of land and coal pockets 1, 2, 3, 4, and 5 on trestle. |
| Leroy | 621 | Leroy Lime & Crushed Stone | | 11-1-52 | Conveyer Br. over tracks. |
| Leroy | 3520 | Lapp Insulator Company | | 10-1-56 | Private road crossing. |
| Leroy | 1413 | Leroy Lime & Crushed Stone | | 8-28-37 | Supplements 8-27-52 private grade crossing. |
| Leroy | 3528 | New York Central R.R. | | 6-30-60 | Flashing light signals. |
| Lincoln Park | 1376 | Pennsylvania R.R. | | 2-9-1889 | Br.# G-0.48 over Penn track. |
| Lincoln Park | 1069 | Rochester Gas & Electric | | 6-21-27 | Power line to Adrian Realty Co. |
| Mumford | 523 | New York State D.O.T. | | 1-11-38 | O.H. Br. # 18.16. |
| Rochester | 1555 | New York Central | | - | Br. # 1.65 over Buffalo Road. |
| Rochester | 76 | City of Rochester | | 8-8-57 | Operation and maintenance of city subway tracks - joint agreement. |
| Uptonville | 3153 | Eastman Kodak Co. | | 4-6-28 | Br. # G-4-23. |
| Scottsville | 3118 | St. Marys Catholic Church | | 9-25-45 | Replacement of Br. # 12.73. |
| Scottsville | 3466 | NY State Thruway Auth. | | 10-20-52 | O.H. highway crossing. |
| Uptonville | 933 | City of Rochester | | 4-1-35 | 48" Storm drain pipe. |
| Joint Facil. | | | | | |
| Leroy | 72 | New York Central | | 11-15-1876 | Crossing frogs, watchmans building, & target. |
| Leroy | 1044 | Erie | | 4-9-1887<br>10-15-08 | Crossing frogs. |
| Leroy | 62 | New York Central | | 10-4-09<br>7-21-02 | Inspection and repairs to cars. |
| Lincoln Park | 96 | New York Central & Penn | | 10-4-09<br>1-1-35 | Joint trackage to industry. |
| Lincoln Park & Rochester | 86 | New York Central | | 1-1-47<br>7-1-52 | Switching service. |

| Agree. No. | Date | Industry | Track No. |
|---|---|---|---|
| 6788 | 11/12/1923 | Wm. B. Moose Lumber Company | ROH(1) |
| 7628 | 07/21/1950 | Alfonso Gioia & Sons | ROL(1) |
| 8454 | 01/25/1968 | Genesee Valley Paper Company | ROD(1) (2) |
| 6776 | 10/01/1942 | Ritter Company, Incorporated | R1D(1) |
| 6776 | 01/25/1943 | Ritter Company, Incorporated | R1D(1) |
| 8313 | 03/15/1965 | Ritter Company, Incorporated | R1E(1) |
| 6696 | 05/01/1953 | Ritter Company, Incorporated | R1J(1) R2(4) |
| 6696 | 06/25/1953 | Head - Miller, Incorporated | R1C(1) |
| 6697 | 07/21/1902 | NY Central & Hudson Railroad Company (1st part) Penn Railroad Company (2nd part) BR&P (3rd part) | Joint track at Lincoln Park |
| 6697 | 07/21/1902 | NYC/HRR/PRR/BR&P/Pneumatic Signal Company/Pfaudler Company/Vincent Moreau Smith | Siding facilities at Lincoln Park |
| 6697 | 11/19/1908 | PRR/NYC & HRR/BR&P Rwy | Jointly owned running track |
| 6697 | 12/08/1909 | NYC & HRR/PRR/BR&P/General Railway Signal Company | Track located on land of Signal Company |
| 6697 | 10/04/1909 | NYC & HRR/PRR/BR&P/ T. H. Symington Company | Portion R1A(1) |
| 6778 | 05/07/1942 | Charlotte Docks Company | R3G(1) (2) (3) |
| 6778 | 07/19/1973 | United Refining Company | Supplements 05/07/1942 |
| 6783 | 09/11/1961 | Hutchinson - Rathbun, Incorporated | R2C(1) |
| 8210 | 10/20/1961 | Wegman's Food Market, Incorporated | R3D(1) |
| 8377 | 04/28/1966 | Sam Gottry Carting Company | R5B(1) |

| Agree. No. | Date | Industry | Track No. |
|---|---|---|---|
| 8597 | 09/26/1972 | Robfogel Mill - Andrews Corporation | R5D(1) |
| 6829 | 01/29/1973 | Sabin Metal Corporation | R16A(1) (2) (3) (8) X-1 |
| 6715 | 03/25/1963 | Burnwell Gas Distributors, Incorporated | R18E(1) |
| 6686 | 03/22/1917 | General Crushed Stone Company | R22A (1) (2) (3) |
| 6686 | 05/10/1906 | General Crushed Stone Company | R22A (1) (2) (3) |
| 6686 | 05/12/1912 | General Crushed Stone Company | R22A (1) (2) (3) |
| 6691 | 12/10/1917 | LeRoy Lime and Crushed Stone Corporation | R23A (1) (2) (3) (4) (5) (6) (7) (8) (9) X2 |
| 6685 | 09/15/1966 | Lawless Container Corporation | R25X (1) (2) |
| 7742 | 03/13/1952 | John Wiley Jones Company | R25F (2) |
| 7938 | 08/03/1955 | Lapp Insulation Company, Incorporated | R27A (3) (4) |
| 6683 | 09/23/1924 | Lapp Insulation Company, Incorporated | R27A (1) (2) |
| 6740 | 08/23/1926 | Clemens & Company | R33B(2) |
| 8638 | 05/29/1974 | Marhin Tubing, Incorporated | R36E(1) |
| 6830 | 03/14/1963 | Pro-Fac Cooperative, Incorporated | R38A(1) |
| 6830 | 07/01/1963 | Curtice - Burns Incorporated | Subordinate to 03/14/63 |
| 6824 | 11/01/1974 | Cralya, Incorporated, dba Montgomery Feed Mill | R44J(1) |
| 6823 | 09/23/1929 | Montgomery Brothers | R44D(1) |
| 6645 | 06/01/1971 | Agway, Incorporated, Fertilizer Division | R58B(1) |

| Agree. No. | Date | Industry | Track No. |
|---|---|---|---|
| 6707 | 02/28/1967 | Elmira Transit Mix, Incroporated | R84B (1) (2) (3) (4) |
| 6707 | 04/19/1971 | General Crushed Stone Company | Assignment of 02/28/67 |
| 6697 | 12/28/1971 | Rochester Industrial Center PC & BO | Assignment T. H. Symington Company entered in agreement of 10/04/09 |
| 7895 | 08/19/1954 | Gerber Products Company | RG1K(1) |
| 6693 | 05/16/1951 | John J. Petrosi | RG1F(1) |
| 6693 | 02/16/1954 | Concrete Trans-Mix Cooperative | |
| 6693 | 06/14/1951 | Asphaltic Concrete, Incorporated | Subordinate to 05/16/51 |
| 6693 | 09/16/1954 | American Oil Company | Subordinate to 02/16/54 |
| 6772 | 11/08/1948 | Mixing Equipment Company/ Curtice Brothers and Rochester Lithographing Company | RG1C(1) |
| 6772 | 05/01/1950 | Curtice Brothers Company | Assigned to Gerber Porducts Company |
| 7436 | 07/07/1972 | Olin Corporation | RG1G(1) |
| 8049 | 09/30/1957 | Cairn Properties, Incorporated | RGOA(4) |

| Agree. No. | Date | Industry | Track No. |
|---|---|---|---|
| 8049 | 02/20/1958 | Continental Can Company, Incorporated | RGOA(4) Subordinate to 09/30/57 |
| 7769 | 06/23/1952 | Leon Hill Carting Company | RG1J |
| 7769 | 10/16/1952 | Westinghouse Electric Supply Company | Subordinate to 06/23/52 |
| 7787 | 06/16/1965 | General Motors Corporation | RG1M (1) (2) (3) (4) (5) |
| 6652 | 08/12/1889 | Standard Sewer Pipe Company | RG3A(1) |
| 6652 | 08/01/1902 | Standard Sewer Pipe Company/ NYC & HRR | RG3A(3) |
| 7686 | 04/18/1951 | Fort Wayne Corrugated Paper Company | RG2L(1) |
| 7686 | 06/15/1959 | Continental Can Company, Incorporated | Assignment of 04/18/51 |
| 7686 | 06/15/1959 | St. Joe Paper Company | Reassignment of agreement |
| 7889 | 05/18/1954 | The Flower City Builders Supply Corporation | RG2P(1) |
| 6780 | 01/13/1961 | Flower City Tissue Mills Company | RG3D(1) |
| 8424 | 08/01/1967 | George Miller Brick Company | RG5G(1) |
| 6813 | 10/03/1930 | Eastman Kodak Company | RG5C(1) |
| 6799 | 12/23/1927 | Portland Builders Supply, Incorporated | RG7B(1) |
| 6643 | 05/24/1926 | Alonzo Matthews, Lena Matthews & Leslie E. Fields, co-partners under name Matthews & Fields | RG7D(1) |

# RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19___, by and between Buffalo, Rochester and Pittsburgh Railway Company (hereinafter called "Railroad" or "Licensor"), whose mailing address is 100 North Charles Street, Baltimore, Maryland 21201, and CSX COMMUNICATIONS, INC. (hereinafter called "Licensee"), whose mailing address is 7th & Main Street, Richmond, Virginia 23202, WITNESSETH:

WHEREAS, Railroad owns, controls or operates certain tracks, Right-of-Way or property as part of a Rail Corridor and operated line of railroad, as shown on the map attached hereto and made a part hereof; and

WHEREAS, the parties hereto have agreed to the shared use of, and Licensee's non-exclusive right to occupy, a portion of the Rail Corridor or Right-of-Way of Railroad, for the installation by Licensee of a telecommunications transmission system in, on, under, through, and/or along said Railroad Right-of-Way; and

WHEREAS, Railroad and Licensee have also separately agreed to the operating, engineering and technical terms, conditions and covenants for the construction, erection, installation, operation, use, maintenance, repair, replacement, renewal, and/or removal of such telecommunications transmission system by Licensee under a "Basic Agreement" dated as of _____; and

WHEREAS, Railroad and Licensee wish to formalize and record such use and to show where the telecommunications transmission system is to be located;

NOW, THEREFORE, for and in consideration of the premises hereinabove, the payment of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Licensor, insofar as it has the right to do so, and subject and in accordance with the terms and conditions of the separate Basic

Agreement (as may be amended from time to time), hereby licenses and permits Licensee, on a non-exclusive basis, to locate, install, place, construct, maintain, repair, replace, renew, remove, use and/or operate a telecommunications transmission system, by cable and/or other means, all of which, including attendant equipment and changes therein, shall be hereinafter referred to as "Facilities" or "System", upon, over, in, on, under, through, and/or along, as the case may be, the following tracks, Right-of-Way and property owned, controlled or operated by Licensor (hereinafter called "the Premises"): (A) that portion of Railroad's Main Line from Railroad Survey Station 0 + 00, in Rochester, Monroe, County, NY through the counties of Monroe, Genesee, Livingston, Wyoming, Allegany and Cattaraugus, NY to Railroad Survey Station 4943 + 40, near Ashford, Cattaraugus County, NY, a distance of 93.63 miles, more or less; (B) that portion of Railroad's Rochester Belt Line from Railroad Survey Station 0 + 00 in Rochester, Monroe County, NY, to Railroad Survey Station 364 + 17, in Rochester, Monroe County, NY, a distance of 6.90 miles, more or less, all in Monroe County, NY; and, (C) that portion of Railroad's Silver Lake Branch from Railroad Survey Station 0 + 00, in Wyoming County, NY, to Railroad Survey Station 120 + 00, in Wyoming County, NY, a distance of 2.27 miles, more or less, all in Wyoming County, NY; all as indicated generally on Drawing No. RE+IDD-713, dated 1/20/84, as revised 12/6/85, attached hereto as Exhibit A and specifically incorporated herein by reference, and as may be described more particularly in the "As-built Drawings" of the said Facilities that may be hereafter prepared, which As-built Drawings may be periodically updated and which will be available for review upon reasonable notice at either the office of the Licensee at the address above, or at the office of the Licensor at the address above.

TO HAVE AND TO HOLD this license and permission for a term extending and running to and through _____, 2006, with rights of Licensee to extend thereafter for successive terms of ten (10) years, until _____, 2036, subject to the provisions of Section 2 of the Basic Agreement.

This Agreement is subject to all lawful existing liens or mortgages in and to the Premises and Rail Corridor, and all recorded leases, licenses, easements, occupations or other interests previously granted to others therein.

Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of Railroad title of the particular segment of Rail Corridor occupied, shared, used or enjoyed in any manner by Licensee under any rights created in this Agreement and/or the Basic Agreement.

Licensee shall not have or make any claims against Railroad for damages on account of any deficiencies in title to the Rail Corridor, Right-of-Way or property, in the event of failure or insufficiency of Railroad's title to any portion thereof covered by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors or assigns, but this Agreement may only be assigned in accordance with the Basic Agreement.

All transfer, documentary or similar taxes on recordation, and all recordation costs and responsibilities, shall be Licensee's exclusively.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names and seals to be placed herein as of the day and date first written above.

BUFFALO, ROCHESTER
AND PITTSBURGH RAILWAY
COMPANY

_____
Railroad/Licensor

Witness(es):

_____ By: _____

_____ Title: _____

CSX COMMUNICATIONS, INC.,
Licensee

Witness(es):

_____ By: _____

_____ Title: _____

## CONSENT

The Baltimore and Ohio Railroad Company, in its capacity as operator of Buffalo, Rochester and Pittsburgh Railway Company under an Operating Agreement of December 15, 1931, recorded among the Land Records of Monroe County, NY in Deed Liber 1591, page 293, does hereby consent to the execution of this Right-Of-Way Occupancy Agreement, and license therein created, by Buffalo, Rochester and Pittsburgh Railway Company. This execution and consent is without recourse to said The Baltimore and Ohio Railroad Company, and without warranty of any kind.

THE BALTIMORE AND OHIO
RAILROAD COMPANY

Witness(es):

_____ By: _____

_____ Title: _____

*ANNEX II*

1. *Trackage Rights Agreement dated 7/21/86 between Rochester & Southern Railroad, Inc. (R&S) and the Genesee and Wyoming Railroad Company.*

2. *Trackage Rights Agreement dated 12/1/82 between the Buffalo, Rochester and Pittsburgh Railway Company (BR&P), the Baltimore and Ohio Railroad Company (B&O) and the Delaware and Hudson Railway Company.*

3. *Property acquired under Section 1.03 of the Purchase and Sale Agreement dated December 13, 1985, as amended as of June 30, 1986 by and between BR&P, B&O and R&S.*

4. *Certain contracts between the New York State Department of Transportation and the B&O described in Exhibit I.*

EXHIBIT I

New York Department of Transportation Contracts with the B&O Outstanding on the Rochester - Ashford Branch.

| AFE Number | Location | Description | Total Authority | PCT. Complete |
|---|---|---|---|---|
| 60444 | South Caledonia, NY | Track Connection w/G&W Industries | - | 80 |
| 59447 | Silver Springs, NY | Rehab Silver Lake and Install Conrail Conn. | - | 100 |
| 23411 | Rochester, NY | Install Rubber X-ing at West Ave. | $111,412 | 0 |
| 23412 | Rochester, NY | Install FL&G, Rubber X-ing Reloc. switch McCall Road | 134,233 | 95 |
| 23413 | Rochester, NY | Install Rubber X-ing Paul Road | 51,397 | 95 |
| 23415 | Rochester, NY | Install Rubber X-ing Rem. Sdg. Buell Rd. | 136,564 | 0 |
| 23419 | Eagle, NY | Install FL&G, Rubber X-ing Cox Road | 142,206 | 50 |
| 23427 | Elton (Freedom) NY | Install FL&G, Pigeon | 122,342 | 60 |
| 23428 | Gainesville, NY | Install Rubber X-ing Rem. Track @Main St. | 147,001 | 60 |
| 23539 | South Caledonia, NY | Track Conn. w/G&W | 142,375 | 80 |

*ANNEX III*

*Senior Secured Parties*

*Marine Midland Bank, N.A.*
*One Marine Midland Plaza*
*Rochester, New York 14639*
*Attention: Emmett B. Boylan*
*Administrative Vice President*

# ANNEX IV

## General Permitted Encumbrances

1. The lien of this Mortgage on the Collateral.

2. Liens for taxes, assessments or governmental charges or claims the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP (as defined in the Purchase Agreement) shall have been made therefor.

3. Statutory Liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor

4. Liens on the Collateral in favor of the State of New York arising under Section 1141 of the New York Tax Law and Liens on the Collateral arising in favor of New York State pursuant to any "Branchline CI Projects", "Local Rail Service Preservation" projects, or the construction or installation of grade crossings and signals, or under any existing or future New York State program to rehabilitate rail track components, including bridges.

5. Liens incurred on deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, other than any Lien imposed by or under ERISA (as defined in the Purchase Agreement).

6. Any interest or title of a lessor under any lease permitted by Section 6.8 of the Loan Agreement.

7. Easements, rights of way, zoning ordinances, covenants and restrictions and other similar Liens on real property which in the case of any particular parcel of real property do not materially detract from the value of such real property.

8. Exceptions and reservations specified in the policy of title insurance of Monroe Abstract & Title Corporation delivered to GECC pursuant to Section 3.2(n) of the Loan Agreement.

9. Any other Liens, the existence and validity of which are at the time being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor; provided, however, that no such Lien shall be permitted if it shall cause an Event of Default under the Loan Agreement or the Note.

*ANNEX V*

*Description of Proposed Rehabilitation*

*1. Bridge Work - Approximately $273,790.*

*Work as described in a Bridge Inspection Report to the Rochester & Southern Railroad, Inc. dated May 7, 1986. Work to be performed is all work listed in the TRACK column of Exhibit 1 attached hereto. The location of the bridge-related track work to be performed is indicated by the milepost markers in the left hand column.*

*2. Track Work - Approximately $340,000.*

*Where rail joints have bad ties, remove and replace with new ties and rail anchors (approximately 4,000 ties and 8,000 rail anchors - $160,000).*

*Ballast, spot tamp and surface all joints the entire length of the railroad - $142,000.*

*Replace and tighten bolts as needed for entire line - $38,000.*

TABLE 1

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| ROCHESTER BELT LINE | | | | | |
| G0.48 | T. Riv. | 161' - 1 SP | 1 | S | 26.4 |
| G0.53 | T. Pl. | 74' - 1 SP | 1 | S | 3.8 |
| G1.06 | T. PG | 162' - 2 SP | 1 | S | |
| G1.77* | T. Pl. | 130' - 2 SP | 1 | S | 3.8 |
| G2.42 | T. Pl. | 130' - 2 SP | 2 | CS | |
| G2.86 | T. Pl. | 76' - 1 SP | 1 | S | 1.9 |
| G2.96 | Ibm. | 36' - 1 SP | 1 | S | |
| | T. Riv. | 109' - 1 SP | 1 | S | 4.3 |
| G3.03 | T. Pl. | 60' - 1 SP | 1 | S | 3.8 |
| SILVER LAKE BRANCH | | | | | |
| A0.23* | Tres - O.D. | 36' - 3 SP | 1 | W | |
| A0.80 | Box | 3' - 1 SP | 1 | M | |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| MAIN LINE | | | | | |
| 0.B | Tres. | 108' - 18 SP | 1 | W | CONDEMNED |
| 0.C | Ibm. | 74' - 3 SP | 1 | S | 1.9 |
| 0.42 | TPG. | 105' - 3 SP | 2 | S | |
| 0.60 | Ibms | 70' - 3 SP | 1 | S | 3.8 |
| 0.88 | R.C.Box | 70' - 1 SP | 2 | CS | |
| 1.07 | R.C.Box | 70' - 1 SP | 2 | CS | |
| 1.65 | Ibms | 66' - 4 SP | 6 | S | |
| 2.63 | TPG-BD | 136' - 3 SP | 4 | S | |
| 2.71 | DRT-BD | 130' - 1 SP | 4 | S | |
| 3.46 | DPG-BD | 37' - 1 SP | 5 | S | |
| 4.48* | R.C. | 96' - 2 SP | 3 | S | |
| 6.47 | R.C. | 139' - 6 SP | 2 | RC | |
| 7.10 | Ibm. | 165' - 1 SP | 1 | SS | 6.9 |
| 12.35 | TPG-BD | 44' - 1 SP | 2 | S | |
| 13.04 | Tres. | 14' - 1 SP | 1 | W | 3.8 |
| 13.21 | TPG-BD | 104' - 1 SP | 1 | S | 1.9 |
| 15.57 | DPG-OD | 142' - 2 SP | 1 | S | 3.8 |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| MAIN LINE - cont'd. | | | | | |
| 18.16 | Conc. Met. | 45' - 1 SP | HWY.OH | CM | |
| 18.35 | DPG-OD | 44' - 1 SP | 1 | S | 3.8 |
| 22.78 | Conc. Met. | 18' - 1 SP | 1 | CM | |
| 23.99 | Ibm. | 23' - 1 SP | 1 | S | 7.9 |
| 25.03* | M. Arch. | 36' - 1 SP | 1 | M | 8.4 |
| | DPG-OD | 80' - 1 SP | 1 | SS | |
| | DPG-OD | 80' - 1 SP | 1 | SS | |
| | M. Arch. | 34' - 1 SP | 1 | M | 3.6 |
| | DPG-OD | 60' - 1 SP | 1 | SS | |
| | TPG-BD | 40' - 1 SP | 1 | SS | 1.9 |
| 25.77 | TPG-BD | 84' - 1 SP | 2 | S | |
| 26.86* | DPG-OD | 180' - 2 SP | 1 | SS | 7.7 |
| 30.87 | TPG-BD | 57' - 1 SP | 1 | S | |
| 31.58 | Con R.T. | 8' - 1 SP | 1 | CS | |
| 32.26 | Tres. | 10' - 1 SP | 1 | W | 3.8 |
| 33.10 | Conc. Met. | 17' - 1 SP | 1 | CM | |
| 33.38 | Conc. Met. | 17' - 1 SP | 1 | CM | |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| MAIN LINE cont'd. | | | | | |
| 35.45 | DPG-OD | 33' - 2 SP | 1 | WI | 3.8 |
| 37.24 | Con. R.T. | 8' - 1 SP | 1 | CS | |
| 38.79 | Con. R.T. | 8' - 1 SP | 1 | CS | |
| 39.83 | Con. R.T. | 6' - 1 SP | 1 | CS | |
| 40.33 | Con. R.T. | 6' - 1 SP | 1 | CS | |
| 41.27 | Con. Met. | 18' - 1 SP | 1 | CM | |
| 41.70 | CMP | 4' - 1 SP | 1 | CMP | |
| 41.95 | Con. R.T. | 6' - 1 SP | 1 | CS | |
| 42.44 | Con. Arch. | 12' - 1 SP | 1 | C | |
| 42.60 | Stone Box | 4' - 1 SP | 1 | M | |
| 42.80 | St. Pipe | 5' - 1 SP | 1 | S | |
| 43.20 | CIP | 4' - 1 SP | 1 | I | |
| 43.32 | Con. R.T. | 6' - 1 SP | 1 | CS | |
| 44.13 | TPG-BD | 83' - 1 SP | 2 | S | |
| 47.96 | Ibm. | 64' - 3 SP | 1 | S | 4.0 |
| 49.30 | Arch. | 8' - 1 SP | 1 | C | |
| 50.02 | DPG-OD | 263' - 6 SP | 1 | S SS | 9.1 |
| 50.60 | DPG-BD | 35' - 1 SP | 1 | S | |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| MAIN LINE cont'd | | | | | |
| 52.54 | T. Tr. | 69' - 1 SP | HWY OH | WI S | |
| 53.94 | Con. R.T. | 6' - 1 SP | 1 | C | |
| 56.20 | Ibms | 70' - 2 SP | 1 | S | 3.8 |
| 56.43 | Ibms | 49' - 1 SP | 1 | S | 3.8 |
| 57.53 | Arch. | 6' - 1 SP | 1 | C | |
| 57.55* | Tres - O.D. | 27' - 3 SP | 1 | W | 3.8 |
| 58.09* | Tres - BD | 36' - 3 SP | 1 | W | 1.9 |
| 58.98 | CMP | 8' - 2 SP | 1 | S | |
| 59.25 | Con. R.T. | 6' - 1 SP | 1 | C | |
| 59.47 | Con. R.T. | 7' - 1 SP | 1 | C | |
| 60.68 | Con. R.T. | 6' - 1 SP | 1 | C | |
| 61.10 | RCP | 8' - 1 SP | 1 | C | |
| 61.37 | Tres. | 88' - 5 SP | 1 | W | |
| 61.96* | Tres. | 10' - 1 SP | 1 | W | |
| 62.86* | DPG-OD | 95' - 2 SP | 1 | SS | 3.8 |
| 62.89 | DPG-OD | 28' - 1 SP | 1 | S | 3.8 |
| 63.52 | DPG-OD | 68' - 2 SP | 1 | S | 3.8 |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| MAIN LINE cont'd. | | | | | |
| 64.41* | DPG-OD | 101' - 2 SP | 1 | SS | 3.8 |
| 65.35 | Arch. | 10' - 1 SP | 1 | C | |
| 68.58 | Con. Met. | 10' - 1 SP | 1 | CS | 2.2 |
| 70.18 | Con. Met. | 18' - 1 SP | 1 | CS | |
| 70.32 | Con. Met. | 18' - 1 SP | 1 | CS | |
| 70.94 | Ibm. | 50' - 1 SP | 1 | S | 9.6 |
| 71.44 | TPG-OD | 80' - 1 SP | 1 | S | |
| 72.68 | Con. Met. | 6' - 1 SP | 1 | CS | 3.8 |
| 74.49* | TPG-CD | 109' - 1 SP | HWY. OH | CS | |
| 75.11 | Tres. | 11' - 1 SP | 1 | W | 3.8 |
| 75.67* | Tres. | 34' - 1 SP | 1 | W | 3.8 |
| 76.39* | Ibm. | 60' - 1 SP | 1 | S | 12.2 |
| 77.26 | R. Con. Sl. | 152' - 9 SP | 1 | RC | |
| 78.24* | Tres. | 33' - 3 SP | 1 | W | 7.7 |
| 79.67 | Con. R.T. | 6' - 1 SP | 1 | CS | |
| 80.20 | S. Box | 3' - 1 SP | 1 | M | |
| 81.67 | Ibm. | 17' - 1 SP | 1 | S | 3.8 |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| MAIN LINE cont'd. | | | | | |
| 82.00 | Ibm. | 34' - 1 SP | 1 | S | 5.4 |
| 82.28* | Tres. | 12' - 1 SP | 1 | W | 5.0 |
| 82.71 | Ibm. | 36' - 1 SP | 1 | S | 3.8 |
| 83.01 | Ibm. | 24' - 1 SP | 1 | S | 3.8 |
| 83.74 | TPG-BD | 44' - 1 SP | 1 | SS | |
| 84.04 | TPG-CS | 105' - 4 SP | 1 | S-CS | |
| 89.80 | Ibm. | 25' - 1 SP | 1 | S | 4.3 |
| 90.23 | Ibm. | 36' - 1 SP | 1 | S | 3.8 |
| 90.59 | Ibm. | 35' - 1 Sp | 1 | S | 9.9 |
| 90.84 | Ibm. | 24' - 1 SP | 1 | S | 2.0 |
| 91.30 | DPG-OD | 34' - 1 SP | 1 | S | 4.3 |
| 91.75 | DPG-OD | 34' - 1 SP | 1 | S | 7.3 |
| 92.52 | DPG-OD | 34' - 1 SP | 1 | S | 3.8 |
| 93.58 | TPG-OD | 33' - 1 SP | 1 | S | |
| | END R & S TRACKAGE | | | | |

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

| BR. NO. | STYLE | LENGTH | TRACKS | MAT'L | TRACK* |
|---|---|---|---|---|---|
| 105 BR. | SUMMARY COSTS - TOTAL | | | | $248.90 |
| | 10% CONTINGENCY | | | | 24.89 |
| | SUB TOTALS | | | | $273.79 |

Annex VI

Six (6) General Motors Corporation Electro-Motive Division (EMD) Model GP40 3000 Horsepower four axle diesel electric locomotives with the former Conrail road numbers 3056, 3057, 3059, 3063, 3072 and 3079 overhauled and refurbished under contract by Chrome Locomotive, Inc. numbered as follows:

| Serial Number | Locomotive Road Number (RS) |
|---|---|
| 33220 | 101 |
| 33221 | 102 |
| 33223 | 103 |
| 33227 | 104 |
| 33236 | 105 |
| 33243 | 106 |