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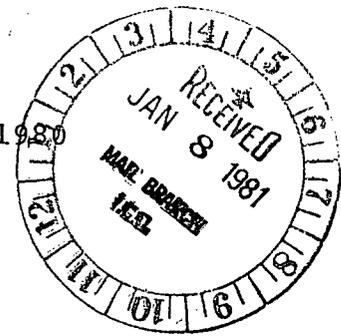
RECORDATION NO. \_\_\_\_\_ Filed 1425

State Street Boston Leasing Company, Inc.  
225 Franklin Street  
Boston, Massachusetts 02101  
(617) 786- 3075

JAN 9 1981 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

December 18, 1980



Date 1/9/81  
Fee \$ 50.00

Secretary  
Washburn & Co

Interstate Commerce Commission  
Washington, DC 20423

Dear Sir:

Enclosed for recordation with your office please find an original and two counterparts of a lease with schedule between the following parties:

LESSOR:

LESSEE:

State Street Boston  
Leasing Company, Inc.  
225 Franklin Street  
Boston, MA 02110

Consolidated Rail  
Corporation  
6 Penn Center  
Philadelphia, PA

A description of the leased equipment is as follows:

(See attached equipment list.)

A check in the amount of \$50.00 is enclosed to cover the statutory fee for filing.

Please return the original document to:

Tingey H. Sewall, Vice President

The undersigned is an executive officer of State Street Boston Leasing Company, Inc. with knowledge of the matters set forth herein.

STATE STREET BOSTON LEASING CO., INC.

By:   
Vice President  
Tingey H. Sewall

JAN 9 10 04 AM '81  
DOCKET FILES  
BRANCH  
/jif

RC-100 S/N L80EA535 w/following:  
7,000 lb. Counterweight Kit  
Hydraulic Dynamometer  
J40 Ramsey Winch  
Spare Rim and Tire (Front)  
Spare Rim and Tire (Rear)  
Flood Lights (Set of Four)  
14 Ply. Tires (Rear)  
Boom Work Light  
Tool Box  
Oxygen & Acetylene Tank Rack  
Back-Up Alarm  
Dual Air Horns  
Perry Water Filter  
Kysor Automatic Engine Shut-Down (Oil Pressure)  
Luberfilder 750-C 14 qt. (Oil Filter)  
Bendex Automatic Moisture Drain on Tanks  
Magnetic Drain Plugs on Engines-Transmissions-Axles  
Farr Air Cleaner with Indicator  
Convex Mirrors  
Engine Block Heaters (Both Engines)  
Amber Beacon (Crane Cab)  
75 AMP. Alternator  
Transmission Heaters (set of three) (Crane)  
Auxiliary Carrier Cab Heater

4 Whiting Trackmobiles Model 95TM: Standard equipment as per attached specification sheet with following:

24 CFM Air Brake System

Radiator Shutter

Engine Block Heater

Low Oil/High Temperature Audio Visual Alarm

Cab Heater and Defroster

14 Ply 9:00 x 20 Rock Service Tires

Protection for Sealed Beam Lights

Amber Flashing Light Mounted on Top of Cab

**Interstate Commerce Commission**  
Washington, D.C. 20423

1/12/81

OFFICE OF THE SECRETARY

**Tingey H. Sewall, VP.**  
**State Street Boston Leasing Company**  
**225 Franklin Street**  
**Boston, Massachusetts 02101**

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 **1/9/81** at **10:15am**, and assigned re-  
recording number(s). **12720**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)



State Street Boston Leasing Company, Inc.  
225 Franklin Street  
Boston, Massachusetts 02101  
(617) 786- 3075

December 18, 1980

Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Sir:

Enclosed for recordation with your office please find an original and two counterparts of a lease with schedule between the following parties:

LESSOR:

State Street Boston  
Leasing Company, Inc.  
225 Franklin Street  
Boston, MA 02110

LESSEE:

Consolidated Rail  
Corporation  
6 Penn Center  
Philadelphia, PA

A description of the leased equipment is as follows:

(See attached equipment list.)

A check in the amount of \$50.00 is enclosed to cover the statutory fee for filing.

Please return the original document to:

Tingey H. Sewall, Vice President

The undersigned is an executive officer of State Street Boston Leasing Company, Inc. with knowledge of the matters set forth herein.

STATE STREET BOSTON LEASING CO., INC.

By: 

Vice President

/jff

1/9/81  
10:15 A.M.  
12720

record  
12720

**CRAIG AND MACAULEY**

PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

JOHN C. CRAIG  
WILLIAM F. MACAULEY  
DONALD W. SUCHMA  
DAVID F. HANNON  
MARY P. BRODY  
RICHARD P. CAMPBELL  
LAWRENCE B. WERNICK  
JOANNE M. NEALE  
CORNELIUS J. CHAPMAN, JR.  
DONALD E. HACKER, JR.  
WILLIAM T. BOARDMAN  
JOHN A. K. GRUNERT

CHARLES C. CRAIG  
OF COUNSEL

175 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110

(617) 426-8220

TELECOPIER: 426-8079

1-014-018

January 12, 1981

Interstate Commerce Commission  
Washington, D.C. 20423

Attention: Ms. Mildred Lee, Recordation Officer

Dear Ms. Lee:

I enclose herewith a check for \$50.00 to cover the statutory filing fee for lease previously sent to your office for recording under the enclosed cover letter. The lessor is State Street Boston Leasing Company, Incorporated and the lessee is Consolidated Rail Corporation. If you have any questions, please contact me at the above address or telephone number.

Sincerely,

Cornelius J. Chapman

CJC/jmg

Enclosure

No. [unclear]  
Date **JAN 14 1981**  
Fee \$ 50.00  
ICC Washington, D. C.

RECEIVED  
JAN 14 2 43 PM '81  
I.C.C.  
FEE OPERATION BR.

LEASE JAN 9 1981 - 10 15 AM

THIS LEASE made this 22nd day of December INTERSTATE COMMERCE COMMISSION STATE STREET BOSTON LEASING COMPANY, INC., a Massachusetts corporation with a principal place of business at 225 Franklin Street, Boston, Massachusetts 02101 (hereinafter called "Lessor"), and Consolidated Rail Corporation

6 Penn Center, Philadelphia, PA

corporation with a principal place of business at (hereinafter called "Lessee").

In consideration of the mutual covenants hereinafter set forth, Lessor and Lessee hereby agree as follows:

1. LEASE. Lessor leases to Lessee and Lessee leases and hires from Lessor the items of equipment and other personal property (hereinafter called "Equipment") described in the schedule or schedules (hereinafter called "Schedules") from time to time executed by Lessor and Lessee and made a part hereof, all upon the terms and conditions hereinafter set forth as supplemented with respect to each item of Equipment by the terms and conditions set forth in the Schedule applicable thereto.

2. TERM. The obligations under this Lease shall commence upon the written acceptance thereof by Lessor and shall end upon full performance and observance of each and every term, condition and covenant set forth in this Lease, each Schedule thereto and any extensions thereof. The rental term with respect to each item of Equipment shall be for the period specified in the Schedule applicable thereto.

3. RENT. Lessee shall pay Lessor the rental for each item of Equipment in the amount and at the times specified in the Schedule applicable thereto and at the address of Lessor set forth above or at such other place as Lessor may from time to time designate in writing. In the event that the cost of any item of Equipment described in a particular Schedule is higher or lower than the price set forth in the Lessor's purchase order therefore, then the monthly rental shall be changed accordingly to fully reflect any such adjustment. The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment.

4. OWNERSHIP. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. If at any time during the term hereof Lessor supplies Lessee with labels, plates or other markings stating that the Equipment is owned by Lessor, Lessee shall affix the same to the Equipment and keep the same in a prominent position thereon.

5. PERSONAL PROPERTY. The Equipment is, and shall at all times be and remain, personal property notwithstanding that it or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, real property or any building thereon. Lessee agrees that it will furnish and record, at its own expense, such owners', mortgagees', landlords' or other disclaimers, waivers, or consents as may be necessary or reasonably requested by Lessor in order to give full effect to the intent and provisions of the preceding sentence.

6. LESSEE'S INSPECTION AND ACCEPTANCE. Lessee shall inspect each item of Equipment within forty-eight (48) hours after Lessee's receipt thereof. If Lessee within such period of time does not give written notice to Lessor specifying any defect in or other proper objection to such Equipment, or If Lessee acknowledges in writing its acceptance of such Equipment, Lessee agrees that, as between Lessor and Lessee, Lessee has fully inspected such Equipment and has accepted such Equipment in good condition and repair and is satisfied with the same. Lessee's acceptance of the Equipment shall constitute acceptance of the Equipment by the Lessor.

7. USE. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all laws, ordinances and regulations the terms of any insurance policies and any warranties of the manufacturer in any way relating to the possession, use or maintenance of the Equipment. Unless the Equipment is of a type normally used at more than one location (such as vehicular equipment, construction machinery or the like), Lessee shall not remove the Equipment from the location designated in the applicable Schedule without the prior written consent of Lessor.

8. MAINTENANCE AND REPAIRS. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required for such purpose. All such parts, mechanisms and devices affixed to any Equipment shall thereupon become the property of Lessor and subject to the terms and conditions of this Lease. ordinary wear and tear excepted (unless required by law or regulation)

9. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the Equipment. All additions and improvements of whatsoever kind or nature made to the Equipment shall when made become the property of Lessor and subject to the terms and conditions of this Lease. \*

10. LESSOR'S INSPECTION. Lessor shall during normal business hours have the right to enter into and upon any premises where any Equipment may be located for the purpose of inspecting such Equipment or observing its use. Lessee shall, whenever requested by Lessor, advise Lessor of the exact location of any and all items of Equipment. \*\*

11. LOSS, THEFT AND DAMAGE. Lessee hereby assumes and shall bear the entire risk of loss, theft and damage to the Equipment from any and every cause whatsoever, whether or not insured. \*\*\* No loss, theft or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect except as hereinafter provided in this paragraph 11. In the event of loss, theft or damage of any kind to any Equipment, Lessee shall promptly notify Lessor of such loss, theft or damage and, at Lessor's option and request, Lessee shall forthwith, either:

(a) place such Equipment in good repair, condition and working order, or ordinary wear and tear excepted at Lessee's option

(b) replace such Equipment with like equipment in good repair, condition and working order and furnish to Lessor all necessary documents vesting good and marketable title thereto in Lessor unencumbered by any lien or security interest, which replacement Equipment shall thereupon become the property of Lessor and subject to the terms and conditions of this Lease; or

(c) If Lessor determines that such Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall pay Lessor therefore in cash the Stipulated Loss Value thereof as set forth in the Schedule applicable to such equipment.

Upon replacement of any such Equipment pursuant to subparagraph (b) above or payment of the Stipulated Loss Value of any such Equipment pursuant to subparagraph (c) above, this Lease shall terminate with respect to the Equipment so replaced or paid for and Lessee shall thereupon become entitled to such Equipment as-is and where-is and without warranty, express or implied, with respect to any matter whatsoever. which

\*other than such alterations or improvement/may be removed without physically damaging or financially devaluing the Equipment. only after having signed Conrail's standard

\*\*Lessor shall make any such inspection/during normal business hours and shall not disturb Lessee's business operations. release from liability form

\*\*\*after the Equipment has been delivered into the possession of the Lessee and until this Lease is terminated and the Equipment delivered to the Lessor as provided herein in Section 15.

\*\*\*\*worn out beyond the economic limit of repair or requisitioned by any U.S. or other governmental authority for a period which exceeds the then remaining term of this Lease.

12. **INSURANCE.** Lessee may, at its own cost and expense, maintain a program of insurance, self insurance or risk assumption or any combination thereof if Lessee does so generally and not only with respect to this Lease. If Lessee maintains such a program of self insurance, Lessee shall not be required to name Lessor or its assignee as additional insureds or loss payees under any insurance policies or to furnish Lessor or its assignees with certificates or other evidence of insurance coverage. However, Lessor may require Lessee to furnish the Lessor with a statement or a certificate setting forth the fact that the Lessee maintains a program of self insurance or risk assumption.

SEE ATTACHED SHEET FOR No. 13.

14. **LESSOR'S PAYMENT.** In case of failure of Lessee to procure or maintain such insurance or to pay such fees, assessments, charges and taxes or to keep any item of Equipment in good repair, condition and working order, all as herein-before provided, Lessor shall have the right, but not the obligation, ~~without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereinbefore specified, to effect and pay for such insurance or to pay such fees, assessments, charges and taxes or to keep such Equipment in good repair, condition and working order, as the case may be, and to pay, purchase, contest or compromise any~~ <sup>other than permitted liens</sup> ~~encumbrance, charge or lien which in the sole judgment of Lessor appears to affect such Equipment, and in exercising any such right, to incur any liability and expend whatever amounts in its absolute discretion it may deem necessary, therefore. All sums so incurred or expended by Lessor shall become due and payable by Lessee of Lessor upon demand and shall hereafter bear interest at the rate of 18 per cent (18%) per annum.~~ <sup>reasonable affects</sup> ~~only those~~ <sup>more than one location or</sup>

15. **SURRENDER OF EQUIPMENT.** Upon the expiration or earlier termination of this Lease with respect to any items of Equipment, Lessee shall, unless Lessee shall have at Lessor's request replaced such Equipment or paid to Lessor the Stipulated Loss Value thereof pursuant to paragraph 11(b) or 11(c) hereof, ~~return such Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone~~ <sup>if it is Equipment of A type ordinarily used at</sup> ~~excepted, in the following manner as may be specified by Lessor:~~

(a) by delivering such Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which such Equipment was delivered to Lessee or to which such Equipment was moved with the written consent of Lessor; or

(b) by loading such Equipment at Lessee's cost and expense on board such carrier as Lessor shall specify within such city or county and shipping the Equipment, freight collect to the destination designated by Lessor.

16. **ASSIGNMENT BY LESSEE.** Without the prior written consent of Lessor, Lessee shall not: (a) assign, transfer, pledge or hypothecate this Lease or any interest therein; or (b) sublet or lend any item of Equipment or any part thereof; or (c) permit any item of Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees.

17. **ASSIGNMENT BY LESSOR.** All rights, title and interest of Lessor hereunder and in and to any items of Equipment may be assigned by Lessor or any assignee thereof. Lessee agrees with any such assignee (including any assignee to which such rights have been assigned by a prior assignee) that, upon receipt by Lessee from Lessor or such assignee of notice in writing of any such assignment, Lessee will make all further payments due or to become due hereunder directly to such assignee at the address specified in such notice of assignment and will recognize such assignee as the person entitled to exercise all other rights of Lessor or hereunder. Lessee further agrees with any such assignee that in any action brought against Lessee to enforce Lessor's rights hereunder Lessee will not assert against such assignee any breach or default on the part of Lessor hereunder or any other defense, claim or set-off which Lessee may have against Lessor either hereunder or otherwise. No such assignee shall be obligated to perform any obligation, term or condition required to be performed by Lessor hereunder.

18. **DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) non-payment of any rental payment or other amount provided for in this Lease or any Schedule for ten (10) days after the same becomes due, whether by acceleration or otherwise; (b) default by Lessee in the performance of any other obligation, term or condition of this Lease and the continuance of such default for fifteen (15) days after written notice hereof shall have been given by Lessor to Lessee; (c) the issuance of any writ or order of attachment or execution or other legal process <sup>Other than permitted liens</sup> ~~against any Equipment which is not discharged or satisfied within ten (10) days/~~ <sup>after Lessee has received actual notice thereof,</sup> (d) death or judicial declaration of incompetency of Lessee, if an individual; (e) the commencement of any bankruptcy, insolvency, arrangement, reorganization, receivership, liquidation or other similar proceedings by or against Lessee, but, if instituted against Lessee, only if such proceedings are consented to or acquiesced in by Lessee or remain undismissed for sixty (60) days; (f) the making by Lessee of a general assignment or deed of trust for the benefit of creditors; (g) the occurrence of any event or condition described in clause (d), (e) or (f) of this paragraph 18 with respect to any guarantor or any other party liable for payment or performance of this Lease; (h) if any certificate, statement, representation, warranty of audit heretofore or hereafter furnished by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease, pursuant to or in connection with this Lease or any Schedule, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party; or (i) if upon the date of execution of this Lease or any Schedule, there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit, which change shall not have been disclosed to Lessor at or prior to the time of such execution.

\* for 15 days after notice by Lessor

\*\* provided Lessee has given its prior written consent which will not

13. ENCUMBRANCES AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances other than the following levies, liens and encumbrances (Permitted Liens): (i) the respective rights of Lessor and Lessee as herein provided (ii) levies, liens and encumbrances asserted by any person claiming by, through or under Lessor and resulting from acts or omissions of Lessor, except to the extent that such liens, charges or encumbrances arise from the failure of Lessee to perform any of Lessee's obligation hereunder, (iii) liens for taxes not yet due or which Lessee is diligently contesting by appropriate proceedings conducted in good faith and which proceeding shall operate during the pendency thereof to prevent to the sale, forfeiture or loss of the Equipment or any unit thereof and any interference with the payment of the rent or other sums due hereunder, (iv) inchoate materialmen's, mechanic's, workmen's, repairmen's, employee's or other like liens arising in the ordinary course of business and not delinquent and (v) liens arising out of judgments or awards against Lessee which Lessee is diligently contesting by appropriate proceedings conducted in good faith and which proceedings shall operate during the pendency thereof to prevent the sale, forfeiture or loss of the Equipment or any unit thereof and any interference with the payment of the rent or other sums due hereunder and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, federal or other) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment (whether the same be assessed to Lessor or Lessee), together with any penalties or interest in connection therewith, excluding, however, all taxes on or measured\* by Lessor's ~~net~~<sup>\*\*</sup> income. If any such fee, assessment, charge or tax is, or is to be, assessed or billed to Lessor, Lessee upon the request of Lessor and at the expense of Lessee shall do any and all things required to be done by Lessor in connection with the levy, assessment, billing and payment thereof provided, however any overpayments made by Lessee will be refunded to Lessee.

\*in whole or in part

\*\*gross receipts, adjusted gross receipts, net receipts or net income



claim, demands, penalties, actions, costs and expenses, including attorney's fees, of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any item of Equipment regardless of where, how or by whom operated, or any failure on the part of the Lessee to perform or comply with any conditions of this Lease. Lessee's obligations under this paragraph shall survive expiration or termination of this Lease notwithstanding any other provision herein contained. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of the Lessor.

23. **DEPOSIT OF SECURITY.** The amount, if any, which Lessee has deposited with Lessor as security as set forth in any Schedule shall constitute partial security for Lessee's obligations under this Lease. Said amount may, at Lessor's option be applied in partial satisfaction of any obligation of Lessee which may be in default, but the making of such deposit shall not excuse Lessee from any such obligation and such application of the amount shall only release Lessee from the obligation pro tanto. Any portion of said amount which has not been so applied by Lessor will be returned to Lessee at the termination of this Lease.

24. **NOTICES.** Service of all notices under this Lease shall be sufficient if delivered or mailed to the party intended to be the recipient thereof at its respective address hereinbefore set forth, or at such other address as such party may designate in writing from time to time.

25. **INSTRUMENTS OF FURTHER ASSURANCE.** Lessor and Lessee each hereby agrees to execute, deliver, and file or record such further instruments, certificates and other documents and to do such further acts and things as may be reasonably requested by the other in order to assure to such other the rights conferred or intended to be conferred by this Lease or to protect Lessor's rights, title and interest in the Equipment. In furtherance thereof, Lessee agrees that Lessor may file or record this Lease of a financing statement with respect thereto and hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to sign Lessee's name on financing statement so filed or recorded.

26. **NET LEASE.** This Lease is a non-cancellable net lease. Lessee agrees to pay all rental payments due hereunder irrespective of any setoff, counterclaim, recoupment, defense or other right which Lessee may have against the supplier of the Equipment or any other party.

27. **ABSENCE OF LESSOR WARRANTIES.** LESSEE ACKNOWLEDGES THAT THE EQUIPMENT TO BE LEASED HEREUNDER WILL BE OF A TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURE SELECTED BY LESSEE; THAT LESSOR IS NOT A MANUFACTURER OF, OR DEALER IN, THE EQUIPMENT; THAT LESSOR WILL NOT, AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO LESSEE; AND THAT LESSOR HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, ON WHICH LESSEE MAY RELY, WITH RESPECT TO THE MERCHANTABILITY, FITNESS, CONDITION, QUALITY, DURABILITY OR SUITABILITY FOR LESSEE'S PURPOSES OF THE EQUIPMENT IN ANY RESPECT, THE EQUIPMENT'S COMPLIANCE WITH ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT, LATENT DEFECTS, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED. LESSOR WILL, HOWEVER, TAKE ANY STEPS REASONABLY WITHIN ITS POWER TO MAKE AVAILABLE TO LESSEE ANY MANUFACTURER'S OR SIMILAR WARRANTY APPLICABLE TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH.

28. **LESSEE'S RECORDS.** Lessee shall maintain all records and books in accordance with generally accepted accounting principals and shall provide Lessor with audited financial statements within 90 days of each fiscal year of Lessee, and such other financial documents as may be reasonably requested by Lessor.

29. **MISCELLANEOUS.** Time is of the essence of this Lease and each and all of its provisions. Lessor and Lessee agree that any amount which Lessor may recover from Lessee under paragraph 11(c) or 19 of this Lease represents liquidated damages for the loss of Lessor's bargain and not a penalty. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. The titles of the sections of this Lease are for convenience only and shall not define or limit any of the terms or provisions hereof. The provisions of this Lease shall be binding upon and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee. If there be more than one Lessee to this Lease, the liability of each shall be joint and several. ~~Lesser shall be entitled to specific performance of any and all of its rights under this Lease whether or not an adequate remedy at law exists.~~ Any amendment to this Lease or any Schedule to be effective must be in writing signed by Lessor and Lessee. This Lease shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

Lessor:   
STATE STREET BOSTON LEASING COMPANY, INC.

By:   
(Title) Vice President

Lessee: CONSOLIDATED RAIL CORPORATION  
(Name of Lessee)

By:   
(Title) Vice President & Treasurer

**ATTEST:**

  
D. R. POWELL  
ASSISTANT SECRETARY

SCHEDULE LESSOR

NAME AND ADDRESS OF SUPPLIER Dover Corporation Ernest Holmes Division 2505 East 43rd Street Chattanooga, TN 37407	NAME AND ADDRESS OF LESSEE Consolidated Rail Corporation 6 Penn Center Philadelphia, PA
---	--

DESCRIPTION OF EQUIPMENT (Must Include: Manufacturer, Model, Number, Serial Number, and Unit Price)	PRICE
1 Holmes RC-100 S/N L80EA535 w/the following:  1 7,000 lb. Counterweight kit, 1 hydraulic dynamometer 1 J-40 Ramsey Winch, Spare Rim and Tire, Spare Rim and Tire (Rear), Flood Lights (set of four), 14 Ply. Tires (rear) Boom Work Light, Tool Box, Oxygen & Acetylene Tank Rack, Back-Up Alarm, Dual Air Horns, Perry Water Filter, Kysor Automatic Engine Shut-Down (Oil Pressure), Luberfinder 750-C 14 qt. (Oil Filter), Bendex Automatic Moisture Drain on Tanks, Magnetic Drain Plugs on Engines-Transmissions-Axles, Farr Air Cleaner with indicator, Convex Mirrors, Engine Block Heaters (Both Engines), Amber Beacon (Crane Cab), 75 AMP. Alternator, Transmission Heaters (set of three), (Crane), Auxiliary Carrier Cab Heater	\$336,908.00

EQUIPMENT LOCATED AT Allentown, PA	TOTAL PRICE	336,908.00
SHIPPING INSTRUCTIONS  per those of Lessee	TRANSPORTATION	
	INSTALLATION	
	TAX	
	TOTAL COST	\$336,908.00

INSTALLATION AND OTHER REQUIREMENTS  
First payment of \$4,885.17 due upon acceptance. Sales tax totalling \$20,214.48 to be paid up front by Lessee to Lessor.  
NOTE: The equipment cost on this Schedule does not include freight and other charges which will be covered in a forthcoming add-on Schedule.

State Street Boston Leasing Co., Inc. ("LESSOR") LEASES TO THE LESSEE NAMED ABOVE ("LESSEE") AND LESSEE LEASES AND HIRES FROM LESSOR PURSUANT TO THE LEASE BETWEEN LESSOR AND LESSEE DATED ("LEASE") THE ITEMS OF EQUIPMENT OR OTHER PERSONAL PROPERTY ("EQUIPMENT") DESCRIBED ABOVE, ALL UPON THE TERMS AND CONDITIONS SET FORTH IN THE LEASE AS SUPPLEMENTED BY THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF.

TERM OF LEASE

NUMBER OF MONTHS	DATE OF COMMENCEMENT	EXPIRING ON	TOTAL RENTAL	ADVANCED RENTALS RECEIVED
84	12/1/80 <i>12/2/80</i>	11/31/85 <i>12/31/87</i>	\$410,353.94	0.00

LEASE PAYMENTS BY LEVEL

SUCCESSIVE INSTALLMENTS	INSTALLMENT AMOUNT	INSTALLMENTS BEGIN ON	EQUIPMENT AMOUNT	SALES TAX	INSURANCE	OTHER
84 monthly	4,885.17	12/1/80 <i>12/25/87</i>	4,885.17	0.00	0.00	0.00

STIPULATED LOSS VALUE: AGGREGATE STIPULATED LOSS VALUE DURING SUCCESSIVE YEARS OF LEASE.

See attached letter									
1ST YEAR	<del>416,755.00</del>	2ND YEAR	368,577.00	3RD YEAR	320,400.00	4TH YEAR	256,724.00	5TH YEAR	208,546.00
6TH YEAR	144,870.00	7TH YEAR	96,693.00	8TH YEAR	33,691.00	9TH YEAR	33,691.00	10TH YEAR	33,691.00

FURTHER TERMS AND CONDITIONS ARE ON THE REVERSE SIDE HEREOF AND ARE INCORPORATED HEREIN BY REFERENCE. IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS SCHEDULE TO BE DULY EXECUTED AND TO BECOME PART OF THE LEASE IDENTIFIED ABOVE AS AT THE TIME OF COMMENCEMENT SPECIFIED ABOVE.

THIS IS A NON-CANCELLABLE CONTRACT FOR THE TERM INDICATED ABOVE.

STATE STREET BOSTON LEASING COMPANY, INC.      CONSOLIDATED RAIL CORPORATION  
*[Signature]*      *[Signature]*  
BY      BY  
Vice President      Vice President & Treasurer

State Street Boston Leasing Co., Inc.  
 P.O. Box 2753, Boston, MA 02208

CUST: 192781 SCHEDULE: 202

SCHEDULE LESSOR

NAME AND ADDRESS OF SUPPLIER Morrison Company Hyster Division 5415 Schaff Road Cleveland, OH 44131	NAME AND ADDRESS OF LESSEE Consolidated Rail Corporation 6 Penn Center Philadelphia, PA
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DESCRIPTION OF EQUIPMENT (Must include: Manufacturer, Model, Number, Serial Number, and Unit Price) 4 Whiting Trackmobiles Model 95TM, S/N 95-94526-1280 95-94528-1280, 95-94530-1280, 95-94620-1280 with the following: 24 CFM Air Brake System Radiator Shutter Engine Block Heater, Low Oil/High Temperature Audio Visual Alarm, Cab Heater & Defroster, 14 Ply 9:00 x 20 Rock Service Tires, Protection for Sealed Beam Lights, Amber Flashing Light Mounted on Top of Cab.  NOTE: The equipment cost on this Schedule does not include freight and other charges which will be covered in a forthcoming add-on Schedule.	PRICE \$345,548.00
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EQUIPMENT LOCATED AT Ashtabula, OH	TOTAL PRICE TRANSPORTATION INSTALLATION TAX	345,548.00
SHIPPING INSTRUCTIONS per those of lessee	TOTAL COST \$345,548.00	

INSTALLATION AND OTHER REQUIREMENTS  
 First payment of \$5,010.45 due upon acceptance.

State Street Boston Leasing Co., Inc. ("LESSOR") LEASES TO THE LESSEE NAMED ABOVE ("LESSEE") AND LESSEE  
 LEASES AND HIRES FROM LESSOR PURSUANT TO THE LEASE BETWEEN LESSOR AND LESSEE DATED  
 ("LEASE") THE ITEMS OF EQUIPMENT OR OTHER PERSONAL PROPERTY ("EQUIPMENT") DESCRIBED ABOVE, ALL UPON THE TERMS AND  
 CONDITIONS SET FORTH IN THE LEASE AS SUPPLEMENTED BY THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE  
 SIDE HEREOF.

**TERM OF LEASE**

NUMBER OF MONTHS 84	DATE OF COMMENCEMENT <del>12/1/80</del> 12/23/80	EXPIRING ON <del>11/31/85</del> 12/23/89	TOTAL RENTAL 420,877.46	ADVANCED RENTALS RECEIVED 0.00
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**LEASE PAYMENTS BY LEVEL**

SUCCESSIVE INSTALLMENTS 84 monthly	INSTALLMENT AMOUNT 5,010.45	INSTALLMENTS BEGIN ON <del>12/1/80</del> 12/23/80	EQUIPMENT AMOUNT 5,010.45	SALES TAX 0.00	INSURANCE 0.00	OTHER 0.00
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**STIPULATED LOSS VALUE: AGGREGATE STIPULATED LOSS VALUE DURING SUCCESSIVE YEARS OF LEASE.**

See attached letter									
1ST YEAR 427,442.88	2ND YEAR 378,029.51	3RD YEAR 328,616.15	4TH YEAR 263,307.58	5TH YEAR 213,894.21	6TH YEAR 148,585.64	7TH YEAR 99,172.28	8TH YEAR 34,554.80	9TH YEAR 34,554.80	10TH YEAR 34,554.80

FURTHER TERMS AND CONDITIONS ARE ON THE REVERSE SIDE HEREOF AND ARE INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS SCHEDULE TO BE DULY EXECUTED AND TO BECOME PART OF THE LEASE  
 IDENTIFIED ABOVE AS AT THE TIME OF COMMENCEMENT SPECIFIED ABOVE.

THIS IS A NON-CANCELLABLE CONTRACT FOR THE TERM INDICATED ABOVE.

STATE STREET BOSTON LEASING CO., INC.

CONSOLIDATED RAIL CORPORATION

Vice President & Treasurer

**CONRAIL**

December 22, 1980

Tingey H. Sewall  
Vice President  
State Street Boston Leasing Co., Inc.  
225 Franklin Street  
Boston, Massachusetts 02101

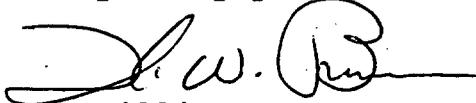
Dear Tingey:

This letter further defines the calculation of the Stipulated Loss Value as set forth in the Lease dated December 22, 1980, between Consolidated Rail Corporation ("Lessee") and State Street Boston Leasing Company, Inc., ("Lessor") and is incorporated therein by reference.

The Stipulated Loss Value shall be an amount equal to the sum of: (1) the original equipment cost, as stated on each Lease Schedule annexed to said Lease, diminished by one quarter of one percent (0.25%) per month for the first year of the lease term, and one percent (1%) per month for each year thereafter to the end of the lease term, plus (2) the amount of required compensation to the Lessor for any loss of tax benefits, as provided for under the terms of a certain Tax Indemnity Letter of even date herewith and annexed to said Lease.

Please signify your concurrence and agreement to the foregoing by signing and returning the enclosed copy of this letter.

Very truly yours,

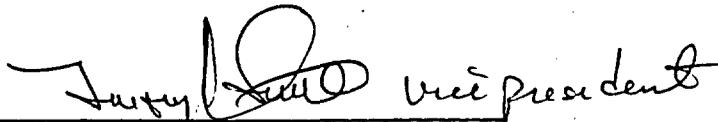


H. William Brown  
Vice President and Treasurer

State Street Boston Leasing Co., Inc.

By

Title:



vice president

**CONRAIL**

December 22, 1980

State Street Boston Leasing Co., Inc.  
225 Franklin Street  
Boston, Massachusetts 02101

Gentlemen:

This is in reference to our request to lease and hire from State Street Boston Leasing Company, Inc. as Lessor the equipment described in the Schedule annexed hereto. The leasing and hiring of said equipment is subject to the terms and conditions contained in the above Schedule and Master Lease Agreement also annexed hereto in addition to the following terms and conditions:

1. That in the event that Lessor shall lose the benefit of, the right to claim, have recaptured or disallowed, or be deemed not to be entitled to any portion or all of the maximum investment credit or deduction for depreciation allowable under the Internal Revenue Code of 1954, as amended, for any part of the Lease Term (as defined in the Master Lease Agreement by and between Conrail and State Street Boston Leasing Co., Inc.) as a result of Lessee's acts, negligence or failure to act the Lessee agrees to indemnify the Lessor to the extent of any such loss incurred. Such indemnity shall be in the following manner (1) For the remainder of the Lease Term, the rental or other amounts payable under the above Master Lease Agreement and Schedules shall be adjusted upward when necessary by an amount sufficient to yield to Lessor the same annual after tax return on investment as would have been realized by Lessor in connection with the leasing of the equipment under the aforesaid Master Lease and the Schedules thereto if such loss of benefit, entitlement or recapture had not occurred and (2) a one-time lump sum additional rental payment\*

In the event that there is during the term of the Lease an amendment to or change in the Internal Revenue Code of 1954 as amended (and/or the regulations thereto) affecting the Federal Income Tax rate, the Investment Credit or deductions for depreciation the rental or other amounts payable under the above Master Lease Agreement and Schedules for the remainder of the Lease

\* if but only if an increase as provided in (1) is not sufficient to meet the after tax return to be realized as provided therein.

\* but the latter only if the Lessor is in the financial position to realize a tax savings,

Term shall be adjusted either upward or downward\* by an amount sufficient to yield to Lessor the same annual, after tax return on investment as would have been realized by Lessor in connection with the leasing of the equipment under the aforesaid Master Lease Agreement and the Schedules thereto if such amendment to or change in the Internal Revenue Code of 1954 as amended (and/or the regulations thereto) had not occurred and (2) \*\*

Notwithstanding the foregoing provisions, the Lessee shall not and will not be responsible to indemnify the Lessor on account of a loss of tax benefits, or the right to claim tax deductions, or Investment Tax Credit, which is a direct result of any of the following:

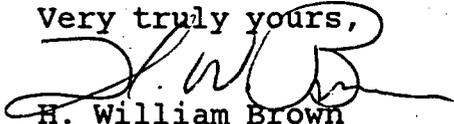
- (i) the failure by the Lessor to have sufficient Federal Income Tax Liability against which to apply such Investment Tax Credit or sufficient income to benefit from deduction;
- (ii) any acts or omissions of the Lessor; and
- (iii) the filing or completion of Lessor's form entitled "Computation of Job Development Investment Credit - Lessors Election Statement" (a copy of which is attached hereto).

Lessor agrees to use its best efforts to obtain the maximum investment credit and deduction for depreciation to which it shall reasonably deem itself entitled with respect to any equipment leased pursuant to the Master Lease Agreement and any Schedules thereto.

2. That all of the indemnities and agreement of Lessee contained herein shall survive and continue in full force and effect notwithstanding termination of this Agreement or of the lease of any Equipment hereunder.

Please signify your concurrence and agreement to the foregoing by signing and returning the enclosed copy of this letter.

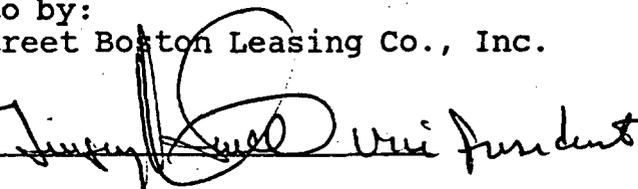
Very truly yours,



H. William Brown  
Vice President and Treasurer

Agreed to by:  
State Street Boston Leasing Co., Inc.

By \_\_\_\_\_  
Title:



HWB/jk

\*\* if but only if an increase as provided in (1) is not sufficient to meet the after tax return to be realized as provided therein.

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF PHILADELPHIA )

On this 22<sup>nd</sup> day of December, 1980, before me personally appeared H. W. Brown, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer, of Consolidated Rail Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Cheryl M. Heilbrunn  
Notary Public

My Commission Expires:

CHERYL M. HEILBRUNN  
Notary Public, Phila., Phila. Co.  
My Commission Expires June 25, 1984