

3-222A024

8161-E

No.

4.

Date NOV 18 1983

November 18, 1983

Fee \$ 10.00 05...

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

RECORDATION NO. 8161-E Filed 1425

NOV 18 1983 3 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are the original and 7 counterparts of an Amendment and Assignment of Railroad Car Service Lease Agreement dated as of December 31, 1980. This Amendment and Assignment of Railroad Car Service Lease Agreement is a secondary document.

The primary document to which this is connected is the Railroad Car Lease Agreement recorded at 2:05 p.m. on December 29, 1975 with Recordation Number 8161.

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

The names and addresses of the parties to the Amendment and Assignment of Railroad Car Lease Agreement are as follows:

RECEIVED
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I.C.C.
FEE OPERATION BR.

Assignor:	Greenlease Company, a division of Greenville Steel Car Company Greenville, Pennsylvania 16125
Assignee:	Greenville Leasing Company Greenville, Pennsylvania 16125
Lessee:	Consolidation Coal Company Pittsburgh, Pennsylvania 15241

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

Please return the original and 6 copies of the Amendment and Assignment of Railroad Car Service Lease Agreement to Charles L. Rieck, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Charles L. Rieck
CT. Rieck

Also enclosed is a check in the amount of \$ _____ covering the required recording fee.

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

(i) amendment to Railroad Car Service Lease Agreement recorded on December 29, 1975 at 2:05 p.m. with Recordation No. 8161, dated as of December 31, 1980 and covering twenty-eight 100-ton Triple Hopper Cars (AAR Mechanical Designation HT) and (ii) an assignment between Greenlease Company, a division of Greenville Steel Car Company, Greenville Pennsylvania 16125 and Greenville Leasing Company, Greenville, Pennsylvania 16125 dated as of December 31, 1980 and covering twenty-eight 100-ton Triple Hopper Cars (AAR Mechanical Designation HM) and connected to the Railroad Car Service Lease Agreement recorded at 2:05 p.m. on December 29, 1975 with Recordation Number 8161.

Very truly yours,

GREENVILLE LEASING COMPANY

By John R. Jerny
Its **Vice President**
ASSIGNEE AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

DESCRIPTION:

Thirty-six 100-ton triple
hopper cars; AAR Mechanical
Designation HM.

MANUFACTURER:

Greenville Steel Car Company

IDENTIFICATION MARKS AND
NUMBERS (BOTH INCLUSIVE):

GSCX 11064 to 11099

SCHEDULE A
(to Letter of Transmittal No. 4)

NOV 18 1983 3 55 PM

AMENDMENT AND ASSIGNMENT
OF
RAILROAD CAR SERVICE LEASE AGREEMENT
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AND ASSIGNMENT, dated as of December 31, 1980, and effective as of that date, by and between GREENLEASE COMPANY, a Division of Greenville Steel Car Company, a Pennsylvania corporation (the "Assignor"), GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignee") and CONSOLIDATION COAL COMPANY, a Delaware corporation (the "Lessee");

WHEREAS, the Assignor and the Lessee heretofore entered into a Railroad Car Service Lease Agreement dated as of September 2, 1975 (the "Lease"), whereby the Assignor leased to the Lessee 36 100-ton Tripple Hopper Cars, Road Nos. GSCX 11064 to 11099, both inclusive; and

WHEREAS, the Lease was amended as of March 1, 1976 to reduce the number of Cars referred to in and covered by the Lease from 36 to 29 by excluding Cars having Road Nos. 11064, 11065, 11066, 11067, 11097, 11098 and 11099 from the Lease and from the definition of the terms "Cars"; and

WHEREAS, the Car having Road No. 11094 has been removed from service, thereby reducing the number of Cars covered by the Lease, as amended, from 29 to 28; and

WHEREAS, the parties hereto now desire to further amend the Lease as hereinafter in this Amendment and Assignment set forth, and the Assignor desires to assign its interest in the Lease and its interest in the Cars to the Assignee, with the consent of the Lessee, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows effective as of December 31, 1980 (the "Effective Date"):

1. Assignor hereby assigns, transfers and sets over unto the Assignee:
 - (a) All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, as heretofore and herein amended, which shall arise or accrue after the Effective Date; and
 - (b) All the Assignor's right, title and interest in the Cars; without any recourse hereunder, however, against the Assignor for or on account of the failure of the Lessee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Lease, as amended. Assignor further agrees to execute and deliver such instrument or instruments, confirming the transfer of title to the Cars to the Assignee, as Assignee may reasonably request.
2. Assignee hereby accepts the foregoing assignment, recognizes Lessee's right to continued and uninterrupted possession of the Cars upon compliance with the terms of the Lease, as amended, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease, as amended.
3. For purposes of paragraph 17 of the Lease, as amended, Assignee's address as Lessor shall be as follows:

Greenville Leasing Company
Greenville, Pennsylvania 16125
4. Lessee hereby consents to this Amendment and Assignment.
5. Except to the extent the Lease, as amended, is amended by this Amendment and Assignment, all the terms, covenants and provisions of the Lease, as heretofore amended, shall continue in full force and effect precisely as before.

- 6. This Amendment and Assignment may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Assignor, the Assignee, and the Lessee have caused these presents to be signed and their respective corporate seals to be duly attested as of the day and year first above written.

Attest:

GREENLEASE COMPANY, A DIVISION OF GREENVILLE STEEL CAR COMPANY

John R. Young
Assistant Secretary

By *R. L. Johnson*
Vice President

[Corporate Seal]

Attest:

GREENVILLE LEASING COMPANY

John R. Young
Assistant Secretary

By *R. L. Johnson*
Vice President

[Corporate Seal]

Attest:

CONSOLIDATION COAL COMPANY

William H. Dickey Jr.
ASS'T. SEC'Y

By *R. L. Johnson*

[Corporate Seal]

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MERCER) ss:

On this 26th day of May, 1981 before me personally appeared R. L. Johnson, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Steel Car Company, a Pennsylvania corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Leora Smith

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

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF MERCER)

On this 26th day of May, 1981 before me personally appeared R.L. Johnson, to me personally known, who, being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Leora Smith
Notary Public
LEORA SMITH, Notary Public
GREENVILLE, MERCER COUNTY
My Commission Expires March 18, 1985

[Notarial Seal]

My Commission Expires: March 18, 1985

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 9th day of June, 1981 before me personally appeared R. H. Minor, to me personally known, who, being duly sworn, says that he is Vice President of Consolidation Coal Company, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy O. Nichol
Notary Public

DOROTHY O. NICHOL, Notary Public
Upper St. Clair Twp., Allegheny Co., PA
My Commission Expires February 5, 1983

[Notarial Seal]

My Commission Expires: February 5, 1983