



RAILCAR MANAGEMENT, Inc.
 Suite 303
 1819 Peachtree Road, N.E.
 Atlanta, Georgia 30309-1847
 (404) 355-6734

14967
 REGISTRATION NO. _____ Filed 1425

MAY 30 1986 - 10 50 AM

May 16, 1986

INTERSTATE COMMERCE COMMISSION

The Interstate Commerce Commission
 12th Street & Constitution Avenue
 Washington, D. C. 20423
 Ms. Mildred Lee
 Room 2303

No. **6-150A010**
 Date **MAY 30 1986**
 Fee \$... **10.00**

Dear Ms. Lee:

ICC Washington, D. C.

Attached is a copy of a contract between Railcar Management, Inc. a Georgia Corporation located at:

Suite 303,
 1819 Peachtree Rd., N.E.
 Atlanta, Georgia 30309-1847

Youngstown & Southern Railway Co. located at:

Commerce Court
 Four Station Square
 Pittsburgh, PA. 15219

The document enclosed is a lease agreement covering 168 boxcars leased by the Youngstown & Southern (Lessee) from Railcar Management, Inc. (Lessor). Please record this agreement with the Interstate Commerce Commission as per our conversation of May 16, 1986. A ten dollar fee is enclosed.

As soon as possible after the recordation, please return the original to my attention at:

Suite 303
 1819 Peachtree Rd., N.E.
 Atlanta, Georgia 30309-1847

If you have any questions, please feel free to give me a call.

Sincerely,

Barry Waters
 Marketing Manager

MOTOR OPERATING UNIT
 MAY 30 10 44 AM '86
 ICC OFFICE OF
 THE SECRETARY

BW/cld

Interstate Commerce Commission
Washington, D.C. 20423

5/30/86

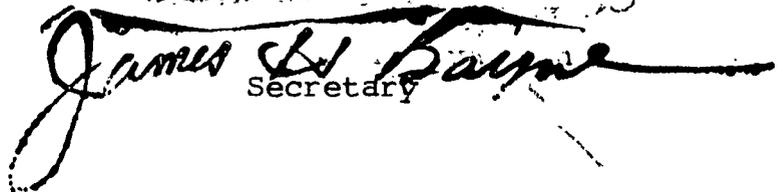
OFFICE OF THE SECRETARY

Barry Waters
Marketing Manager
Railcar Management, Inc
Suite 303
1819 Peachtree Rd. N.E.
Atlanta, Georgia 30309-1847

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/30/86 at 10:50am and assigned re-
recording number(s). 14967

Sincerely yours,


Secretary

Enclosure(s)

14967

REGISTRATION NO. Filed 1425

MAY 30 1986 -10 50 AM

INTERSTATE COMMERCE COMMISSION LEASE AGREEMENT

FILE COPY

This LEASE AGREEMENT ("Lease") is made and entered into as of the 3rd day of FEBRUARY, 1984, between RAILCAR MANAGEMENT, INC., a Georgia corporation acting as principal and/or agent for owners, to be identified by supplement as referred to below (hereinafter called "RMI"; RMI and such owners are collectively referred to as RMI from time to time in this LEASE, except that, as the context may require RMI shall mean, with respect to any Car, the owner of said Car identified on any Schedule or Amendment hereto or RMI in its management and agent capacity with respect to such Car) and the YOUNGSTOWN & SOUTHERN RAILWAY COMPANY (hereinafter called "LESSEE").

RECITALS

LESSEE desires to lease from RMI certain railroad cars, hereinafter specifically designated, all upon the terms and conditions set forth in this Lease.

AGREEMENT

1. Lease of Car. RMI agrees to lease to LESSEE, and LESSEE agrees to lease from RMI, pursuant to the terms of this Lease, a maximum of two hundred and fifty (250) 50 foot, 70 ton "XP" boxcars as set forth in any schedules executed by the parties concurrently herewith or from time to time hereafter and made a part of this Lease. The word "Schedule" as used herein includes the Schedule executed concurrently herewith and all

additional Schedules and amendments thereto, each of which when signed by both parties shall become a part of this Lease, except that any Schedule may be amended by RMI alone in order to identify (i) the principal for whom RMI is acting who owns any Cars and (ii) the Cars owned by such principal. The scheduled items of equipment are hereinafter referred to as the "Car" or "Cars."

With the execution of this LEASE, the parties agree to terminate the July 24, 1979 Deployment Agreement between RMI and LESSEE and to transfer all cars covered by said agreement to this Lease. In connection therewith, it will be necessary to reclassify these cars from AAR car type "XM" to "XP" while simultaneously renumbering the cars from the 2,000 series to the 12,000 series.

2. Term. This Lease shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The term of this initial agreement shall be for six (6) years commencing on February 1, 1984. Upon the expiration of the initial term or any automatic extension, this Lease shall be automatically extended for an additional period equal to the initial term unless notice is given by either party at least thirty (30) days prior to the end of the initial or extended term.

3. Rent.

a. LESSEE agrees to pay the following rent to RMI for the use of the Cars:

(i) RMI shall receive all payments made or due to LESSEE under the Interchange Rules by other railroad companies or any other party for their use or handling of the Cars and collected by LESSEE or its parent company The Pittsburgh and Lake Erie Railroad Company (hereinafter called

gen will
LESSEE SHALL HAVE THE RIGHT TO HAVE
the "P&LE"). ~~THE~~ P&LE ~~will~~ act as an agent for LESSEE for the purpose of handling ~~the~~ ^{ITS} car accounting and ~~as~~ ^{will} trustee on ~~their~~ ^{OF RMI} behalf ~~for~~ ^{gen will} payments collected from other railroads for use of the Cars pending disbursement of the funds in accordance with this Agreement. Such payments include but are not limited to mileage charges, and straight hourly car hire payments under then applicable ICC and/or AAR Car Hire provisions (all of which payments made to LESSEE are herein collectively referred to as "payments").

(ii) In the event damage beyond repair or destruction of a Car has been reported in accordance with Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Hire Rules--Freight and the appropriate amount due as a result thereof is received by RMI, the damaged or destroyed Car will be removed from the coverage of this Lease as of the date of the casualty although RMI will be entitled to all payments earned up to and including said date.

b. As provided in this paragraph, LESSEE shall, within 90 days of the end of the service month, be paid a fee by RMI of three percent (3%) of the payments collected with respect to the Cars. For purpose of computing LESSEE's fee, reclaims for idle or free time, whether paid or offset and repositioning charges, shall be deducted before computing Lessee's Fee.

c. LESSEE and RMI hereby agree that under the proposed boxcar deregulation plan, both parties will closely monitor car supply and demand, the effect on the Cars, and industry trends in an effort to determine if there should be any change in the Cars' car hire rates in order to remain

competitive. All determinations in connection with the Cars with respect to any change in the car hire rates will be made in the sole discretion of RMI.

4. Supply Provisions. To insure optimal use of the Cars RMI agrees to assist LESSEE in monitoring Car movements. When deemed necessary by either LESSEE or RMI, LESSEE will issue movement orders with respect to such Cars to other railroad lines in accordance with ICC and AAR interchange agreements and rules.

LESSEE agrees that so long as Cars are subject to this Lease, it shall not place any additional cars of LESSEE or those of its parent or affiliated railroads into the assignment for which these Cars are intended, unless such cars are provided by RMI. This provision shall not apply to fifty (50) boxcars ^{gen WHICH POLE MAY ELECT TO} ~~be~~ selected and placed in this assignment, ~~provided~~ ^{gen will} ~~by~~ ~~the~~ ~~parent~~ ~~company~~ ~~of~~ ~~LESSEE~~ ^{gen will} provided however that the shipper who will load the cars has the right to accept or reject any car not meeting its requirements. The shippers general requirements are that the car must be of a car type that can be assigned, 50 ft. 70 ton with 10 ft. sliding doors, minimum 9'5" interior width with wood lined interior, 4,900 cubic capacity minimum and with roller bearing trucks.

In exchange for helping place ^{POLE gen will} cars in this assignment, pursuant to the preceding paragraph, RMI shall receive a continuing management fee equal to ^{gen} SEVEN AND ONE HALF percent ^(7 1/2%) of the payments collected. If these cars operate under marks other than Y&S, LESSEE shall pay RMI its management fee within 90 days following the end of the service month.

5. Railroad Markings and Record Keeping.

a. RMI and LESSEE agree that said Cars will be lettered with the railroad markings of LESSEE and may also be marked with the name and/or other insignia used by LESSEE. RMI and LESSEE further agree that any Car may also be marked with the name of RMI and any other information required by an owner or secured party under any financing agreement entered into by RMI or an owner in connection with the acquisition of such Car. All such names and/or insignia shall comply with all applicable regulations.

b. LESSEE, with assistance from RMI, shall during the term of this Agreement prepare and file ^{File per with} all documents relating to the registration, maintenance and record keeping functions involving the Cars. Such documents shall include but are not limited to the following: (i) registration in the Official Railway Equipment Register and the Universal Machine Language Equipment Register (UMLER); and (ii) such reports as may be required from time to time by the ICC and/or other regulatory agencies.

c. Each Car leased hereunder shall be registered by LESSEE in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. RMI shall, on behalf of LESSEE, monitor the performance of all record keeping functions related to the use of the Cars by LESSEE and other railroads in accordance with AAR railroad interchange agreements and rules, such as Car Hire reconciliation. Correspondence from railroads using such cars shall be addressed to RMI.

d. LESSEE, or its car hire accounting agent, as may be appointed by and acting on behalf of LESSEE (if other than RMI itself), will by the first day of the third month following the end of each service month, send RMI a check covering all payments received by LESSEE from other railroads

or any other party for their use of the Cars during this period. This check will be accompanied by a magnetic tape containing the following detail of the cars: (1) car hire earnings, (2) junction reports received from the AAR, (3) interchanges with LESSEE and (4) claims. The LESSEE will also forward any reclaims and repair and maintenance charges it receives against these Cars to RMI who will reimburse LESSEE within 20 days of receipt of such charges.

e. All record keeping performed by RMI including all of RMI'S record of payments, charges and correspondence related to the Cars shall be separately recorded and maintained by RMI in a form suitable for reasonable inspection by LESSEE from time to time during regular RMI business hours.

6. Possession and Use. LESSEE shall take possession of and use the Cars in a careful and prudent manner in compliance with all ICC and/or AAR Interchange Rules and Regulations and in compliance with all laws and solely for the uses for which they were designed. From and after acceptance of the Cars and so long as LESSEE shall not be in default hereunder, LESSEE shall be entitled to the use of the Cars for the full term of this Lease and for its own benefit subject to the terms of this Lease. ~~LESSEE~~ *gen will*
~~will cooperate with RMI in an effort to keep the Cars within the conti-~~ *gen will*
~~mental limits of the United States of America~~ *gen will* Except for the lettering already on the cars indicating the interest of LESSEE, RMI, and any assignee, mortgagee, owner, or secured party no lettering or marking shall be placed upon any of the Cars by LESSEE except upon the written direction or consent of RMI. LESSEE'S rights to the possession and use of the Cars

shall be subject and subordinate to the rights of any owner or secured party under any financing agreement entered into by any owner in connection with the acquisition of some or all of the Cars.

7. Repair Work. Except for running repairs or as otherwise provided herein, RMI shall authorize or cause to be performed all repair work ^{UPON THE CARS. Gen. mtd} RMI shall bear all cost including reclaims incidental to such repair work. LESSEE shall at its sole cost and expense perform or cause to be performed all repair work required by reason of LESSEE's negligence. RMI shall have no responsibility for major repair work until informed of the need therefor. RMI, at its expense, may require LESSEE to return Cars for preventive maintenance or repair work and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for repair work of any kind.

8. Casualty Cars. RMI shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car") other than on LESSEE'S lines. LESSEE shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair on its lines. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All right, title, and interest to payments for repair work or in connection with the loss of any Casualty Car due from third parties shall be assigned to and belong to RMI, and LESSEE shall cooperate with RMI in the prosecution and collection of all claims therefore, all cost of which shall be borne by RMI.

9. Taxes. RMI shall pay all property taxes assessed or levied against the Cars. LESSEE shall pay all taxes assessed or levied upon its interest as LESSEE of Cars and all taxes in respect of the earnings including sales or use taxes imposed on the mileage charges and/or Car Hire

revenues (other than income taxes of RMI upon rentals paid to it hereunder unless such tax is in substitution for or relieves LESSEE of taxes it would be otherwise obligated to pay hereunder). LESSEE will file all property or ad valorem tax returns, copies of which shall be submitted to RMI for its review and approval prior to filing. All right, title and interest to all Investment Tax Credits ("ITC") pertaining to the Cars shall remain with RMI; in addition, LESSEE will take no action which may adversely affect the ability of RMI to achieve the benefits anticipated as a result of utilizing such ITC.

10. Termination of Lease. This Lease shall terminate upon the occurrence of any of the following:

- a. The expiration of its terms as set forth in Section 2 above.
- b. The expiration of fifteen (15) days after RMI'S providing written notice of termination to LESSEE, which notice may be given at RMI'S discretion if Utilization of any Car or group of Cars in any quarter is less than 70%.
- c. Immediately upon RMI'S providing written notice of termination to LESSEE, which notice may be given if the Interstate Commerce Commission or AAR shall at any time (i) issue an order reducing either mileage charges or straight hourly car hire, for these Cars on an annual basis without a corresponding increase in either one of the foregoing items or other monies which might become available to both RMI and LESSEE at least equal in amount to such reductions; or (ii) require that LESSEE spend funds not earned by the Cars in order for LESSEE to continue to meet its obligations as set forth in this Agreement.

d. Upon the occurrence of any default pursuant to Section 15, RMI may, at its option, terminate this Lease.

e. Any termination allowed by (b) above shall terminate this Lease only with respect to the Car or group of Cars which gave rise to the right to terminate. If the Car or Cars are not on the railroad line of LESSEE upon termination, any cost of assembling, delivering, storing, and transporting such Cars to LESSEE'S railroad line or the railroad line of a subsequent LESSEE or deployer shall be borne by RMI. If such Cars are on the railroad line of LESSEE upon such expiration or termination or are subsequently returned to LESSEE'S railroad line, LESSEE shall at RMI'S expense remove LESSEE'S railroad markings (railroad identification stencil) from the Cars and place thereon such markings (railroad identification stencil) as may be designated by RMI. After the removal and replacement of markings, LESSEE shall use its best efforts to load such Cars with freight and deliver them to a connecting carrier for shipment. LESSEE shall provide up to thirty (30) days' free storage on its railroad tracks for RMI or the subsequent LESSEE of any terminated Car. If the terminated Car remains on tracks of LESSEE beyond said thirty (30) day period, RMI or subsequent LESSEE or deployer shall pay for storage of said Cars at a rate as prescribed in Lessee's applicable tariff.

11. Assignment. The right to assign this Lease by either party and LESSEE'S and/or RMI'S right to assign the benefits or delegate the duties hereunder shall exist only as follows:

a. LESSEE shall have no right to assign this Lease or sublease or loan any of the Cars without the written consent of RMI.

b. RMI shall have the right to assign its rights and obligations hereunder to another party and such party shall have the right to assume and perform pursuant to the terms of this Lease all such rights and obligations, and LESSEE hereby consents to such assignment, assumption and performance. Upon such assignment to and assumption by such party, all references to RMI in this Lease shall be deemed to refer to such party for all purposes or, as the case may be, the individual owners identified on the Schedule or Schedules and/or any amendments thereto. This Lease and LESSEE'S rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the Cars heretofore or hereafter created by RMI. The making of an assignment of any kind by LESSEE or an assignment by RMI shall not serve to relieve such party of any liability or undertaking hereunder.

12. Definitions. For all purposes of this Lease, the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions, or replacements required to keep Cars in good working order and condition and in compliance with all Interchange Rules, except running repairs.

"Interchange Rules" - all codes, rules, decisions, interpretations, laws and orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time during the term of this Agreement by the Association of American Railroads and any other organization, agency or governmental authority, such as but not limited to the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible

for or have authority to impose such codes, rules, decisions, interpretations, laws or orders.

"Utilization" - Utilization shall mean with respect to any period a fraction the numerator of which is (x) the aggregate number of Car Hours for which payments are earned by the LESSEE during such period, and the denominator of which is (y) the aggregate number of Car Hours during such period. For the purpose of determining Utilization, "Car Hour" shall mean one hour during which one Car is leased hereunder, commencing on the initial loading of such Car.

"ICC" - the Interstate Commerce Commission.

"Service Month" - the month in which railroads used the Car.

13. Representations, Warranties and Covenants. LESSEE represents, warrants and covenants that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

a. LESSEE is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations.

b. This Lease has been duly executed on behalf of LESSEE and constitutes the legal, valid and binding obligation of LESSEE enforceable in accordance with its terms;

c. No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of the LESSEE in connection with this Lease or any action contemplated on its part here-

under, nor will the execution or performance of this Lease violate any law, judgment, order or regulation, or any indenture or agreement binding upon LESSEE; and

d. Neither LESSEE nor its counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to 49 U.S.C. Section 11303 of the Interstate Commerce Act, which is necessary to preserve or protect the title of RMI or its assignee or mortgagee in the United States of America.

14. RMI'S Agency Role. It is understood and agreed between the parties that RMI in executing this Lease is acting as agent for the owners of the Cars and that all references herein to RMI shall be construed to bind only the owners of the Cars and not RMI as a principal; provided, however, that RMI shall be deemed to be a principal with respect to its agreement to act as agent for LESSEE pursuant to Section 5 herein.

15. Default.

a. The occurrence of any of the following events shall be an event of default:

(i) The nonpayment by LESSEE of any sum required herein to be paid by LESSEE within twenty (20) days after the date any such payment is due.

(ii) The breach by LESSEE of any other term, covenant, or condition of this Lease, which is not cured within ten (10) days thereafter.

(iii) Any act of insolvency or bankruptcy by LESSEE, or the filing by LESSEE of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors.

(iv) The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against LESSEE that is not dismissed within sixty (60) days thereafter, or the appointment of any receiver or trustee to take possession of the properties of LESSEE, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of filing or appointment.

(v) The subjection of any of LESSEE'S property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

b. Upon the occurrence of any event of default, RMI may, at its option:

(i) Terminate this Lease and terminate LESSEE'S right of possession and use of the Cars, whereupon all right and interest of LESSEE in the Cars shall terminate and thereupon RMI may enter upon any premises where the Cars may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of LESSEE, provided that RMI shall nevertheless have the right to recover from LESSEE any and all rental amounts which under the terms of this Lease may then be due or which may have accrued to the date on which RMI took such possession; or

(ii) Proceed by any lawful means to enforce performance by LESSEE of this Lease. LESSEE agrees to bear the costs and expenses,

incurred by RMI in connection with the exercise of its remedies pursuant to this Section 15(b).

16. Miscellaneous.

a. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.

b. Any notice required or permitted to be given by one party to another hereunder shall be properly given when delivered personally or when made in writing, three days after having been deposited in the United States mail, registered or certified, postage prepaid, addressed to:

RAILCAR MANAGEMENT at: Suite 400
1447 Peachtree Street, N. E.
Atlanta, Georgia 30309

LESSEE at: Commerce Court
4 Station Square
Pittsburgh, Pennsylvania 15219

or such other address as either party may from time to time designate by such notice in writing to the other.

c. LESSEE shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect RMI'S title, which arise out of any suit involving LESSEE, or any act, omission or failure of LESSEE or LESSEE'S failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. LESSEE shall take all action requested by RMI to confirm RMI'S interest in the Cars as agent for the owner and that LESSEE has no interest in the Cars other than pursuant to the terms of this Lease.

d. During the continuance of this Lease, RMI shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or times wherever the Cars may be. LESSEE shall supply RMI with such reports, including telephone reports of the Cars on LESSEE'S tracks, regarding the use of the Cars by LESSEE on its railroad line as RMI may reasonably request.

e. This Lease shall be governed by and construed according to the laws of the State of Georgia; provided, however, that upon any assignment by RMI of its rights and obligations under this Lease to another party, this Lease shall be governed by and construed according to the laws of the State in which such party is incorporated.

IN WITNESS WHEREOF, RMI and LESSEE have duly executed this Lease as of the day and year first above written.

RAILCAR MANAGEMENT, INC.
A Georgia Corporation

By: Will I Pinn
President

ATTEST: [Signature]
Secretary

YOUNGSTOWN & SOUTHERN
RAILWAY COMPANY

By: Gerard E. Neuenhwaender
Title: PRESIDENT

WITNESS:
ATTEST: [Signature]

Janet Waters 5/22/86
Notary Public, Georgia, State of Large
My Commission Expires May 24, 1988

EQUIPMENT SCHEDULE I

RAILCAR MANAGEMENT, INC. hereby leases one hundred fifty four (154) 50' 70-ton boxcars to Youngstown & Southern Railway Company subject to the terms and conditions of that certain Lease dated February 3, 1984:

<u>Reporting Marks and Numbers</u>	<u>Qty</u>
<u>Assignable Boxcars (XP car type)</u>	
YS 12000	1
YS 12002	1
YS 12004 - 12016	13
YS 12019 - 12027	9
YS 12029 - 12032	4
YS 12034	1
YS 12036 - 12044	9
YS 12046 - 12052	7
YS 12055 - 12058	4
YS 12060 - 12073	14
YS 12078 - 12089	12
YS 12091 - 12108	18
YS 12110 - 12120	11
YS 12126 - 12129	4
YS 12136 - 12141	6
YS 12143	1
YS 12145 - 12147	3
YS 12149 - 12150	2
YS 12154 - 12160	7
YS 12164 - 12178	15
YS 12180 - 12188	<u>9</u>
Subtotal	151
<u>Free Running Boxcars (XM Car Type)</u>	
YS 2222 - 2224	<u>3</u>
Total	154

RAILCAR MANAGEMENT, INC.

YOUNGSTOWN & SOUTHERN RAILWAY COMPANY

By: Walter J. Pinner

By: Garbar E. Henschel

Title: President

Title: PRESIDENT

EQUIPMENT SCHEDULE II

RAILCAR MANAGEMENT, INC. hereby leases the following railroad cars to YOUNGSTOWN & SOUTHERN RAILWAY CORPORATION subject to the terms and conditions of that certain Lease dated as of February 3, 1984:

DESCRIPTION: 50 foot, 6 inch 70 ton XP Boxcars

EFFECTIVE DATE: May 1, 1984

NUMBER OF CARS: Nine

REPORTING NUMBERS AND MARKS: YS 12308 - 12314 7
YS 12317 - 12318 2
9

RAILCAR MANAGEMENT, INC.

YOUNGSTOWN & SOUTHERN RAILWAY COMANY

By: Walter J. Pinn

Title: President

By: Gordon E. Hevenschwanke

Title: PRESIDENT

EQUIPMENT SCHEDULE III

RAILCAR MANAGEMENT, INC. hereby leases the following railroad cars to YOUNGSTOWN & SOUTHERN RAILWAY CORPORATION subject to the terms and conditions of that certain Lease dated February 3, 1984:

DESCRIPTION: 50 foot, 6 inch 70 ton XP Boxcars

EFFECTIVE DATE: May 1, 1984

NUMBER OF CARS: Five (5)

REPORTING NUMBERS AND MARKS: YS 12303 - 12307 (5)

RAILCAR MANAGEMENT, INC.

By:

Wilds L. Pierce

Wilds L. Pierce
Title: President

YOUNGSTOWN & SOUTHERN RAILWAY
COMPANY

By:

G. E. Menschewitz

Title: President

YOUNGSTOWN & SOUTHERN RAILWAY COMPANY

COMMERCE COURT, 4 STATION SQUARE

PITTSBURGH, PENNSYLVANIA 15219

REC'D NOV - 7 1984

G. E. NEUENSCHWANDER
PRESIDENT

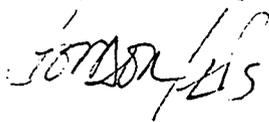
November 2, 1984

Mr. Wilds L. Pierce
President
Railcar Management, Inc.
Suite 400
1447 Peachtree Street, N.E.
Atlanta, Georgia 30309

Dear Wilds:

Herewith enclosed is an executed copy of
Equipment Schedule III for your files.

Very truly yours,



Enclosure

RECD JUN 11 1984
THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

G. E. NEUENSCHWANDER
EXECUTIVE VICE PRESIDENT

PITTSBURGH, PA. 15219

June 8, 1984

Mr. Wilds L. Pierce
President
Railcar Management, Inc.
Suite 400
1447 Peachtree Street, N.E.
Atlanta, Georgia 30309

Dear Wilds:

Enclosed for attachment to our lease agreement dated February 3, 1984 are revised Equipment Schedule I and Equipment Schedule II which I have signed as President of the Youngstown & Southern.

Very truly yours,



Enclosure



RAILCAR MANAGEMENT, Inc.
Suite 400
1447 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 892-3623
TWX-810 751-8289

May 8, 1984

Mr. Gordon Neuenschwander
President
Youngstown & Southern Railway Company
Commerce Court
Pittsburgh, Pennsylvania 15219

Dear Gordon:

With regard to the Lease Agreement between Railcar Management, Inc. and Youngstown & Southern Railway Company dated February 3, 1984, we have finally reconciled our records with those of Dick Mumma and Rege Purcell as to the number of cars which should be covered by Schedule I of this Agreement. As a result I am sending you a revised Equipment Schedule I, which I should be substituted for the original Schedule. As you will note, the total number of cars has been reduced from 166 to 154.

I am also sending you Equipment Schedule II which covers 9 more cars which were placed into service with the Youngstown & Southern pursuant to this Lease. If you find both of these Agreements to be in order, please execute and return one copy to me. The other copy is for your files.

Sincerely,

Wilds L. Pierce
President

WLP/dh

Enclosures

EQUIPMENT SCHEDULE I

RAILCAR MANAGEMENT, INC. hereby leases one hundred fifty four (154) 50' 70-ton boxcars to Youngstown & Southern Railway Company subject to the terms and conditions of that certain Lease dated February 3, 1984:

<u>Reporting Marks and Numbers</u>	<u>Qty</u>
<u>Assignable Boxcars (XP car type)</u>	
YS 12000	1
YS 12002	1
YS 12004 - 12016	13
YS 12019 - 12027	9
YS 12029 - 12032	4
YS 12034	1
YS 12036 - 12044	9
YS 12046 - 12052	7
YS 12055 - 12058	4
YS 12060 - 12073	14
YS 12078 - 12089	12
YS 12091 - 12108	18
YS 12110 - 12120	11
YS 12126 - 12129	4
YS 12136 - 12141	6
YS 12143	1
YS 12145 - 12147	3
YS 12149 - 12150	2
YS 12154 - 12160	7
YS 12164 - 12178	15
YS 12180 - 12188	<u>9</u>
Subtotal	151
<u>Free Running Boxcars (XM Car Type)</u>	
YS 2222 - 2224	<u>3</u>
Total	154

RAILCAR MANAGEMENT, INC.

YOUNGSTOWN & SOUTHERN RAILWAY COMANY

By: _____

By: _____

Title: President

Title: _____

EQUIPMENT SCHEDULE II

RAILCAR MANAGEMENT, INC. hereby leases the following railroad cars to YOUNGSTOWN & SOUTHERN RAILWAY CORPORATION subject to the terms and conditions of that certain Lease dated as of February 3, 1984:

DESCRIPTION: 50 foot, 6 inch 70 ton XP Boxcars

EFFECTIVE DATE: May 1, 1984

NUMBER OF CARS: Nine

REPORTING NUMBERS AND MARKS: YS 12308 - 12314 7
YS 12317 - 12318 2
9

RAILCAR MANAGEMENT, INC.

YOUNGSTOWN & SOUTHERN RAILWAY COMPANY

By: _____

By: _____

Title: President

Title: _____

EQUIPMENT SCHEDULE I

RAILCAR MANAGEMENT, INC. hereby leases one hundred sixty-six (166) 50' 70-ton XP boxcars to Youngstown & Southern Railway Company subject to the terms and conditions of that certain Lease dated FEBRUARY 3, 1984:

<u>Reporting Names (After being renumbered)</u>	<u>Qty.</u>
YS 12000	1
YS 12002 - 12058	57
YS 12060 - 12073	14
YS 12078 - 12108	31
YS 12110 - 12120	11
YS 12126 - 12129	4
YS 12136 - 12141	8
YS 12143	1
YS 12145 - 12147	3
YS 12149 - 12150	2
YS 12154 - 12160	7
YS 12164 - 12178	15
YS 12180 - 12188	9
YS 12222 - 12224	<u>3</u>
	166

RAILCAR MANAGEMENT, INC.

YOUNGSTOWN & SOUTHERN RAILWAY COMPANY

By: Willy L. Pinner

By: Gordon E. Nevenschwab

Title: President

Title: PRESIDENT

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

G. E. NEUENSCHWANDER
EXECUTIVE VICE PRESIDENT

PITTSBURGH, PA. 15219

February 10, 1984

Mr. Wilds L. Pierce
Railcar Management, Inc.
Suite 400
1447 Peachtree Street, N. E.
Atlanta, GA 30309

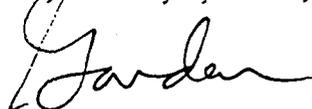
Dear Wilds:

Here are two copies of our new 12000 series deployment arrangement. The copy marked "original" contains actual signatures, the other copy is a copy of the original signatures.

I am sorry Wilds, but we seemed to have difficulty in that I have misplaced the second copy of the agreement which had your signature on it. Therefore, when you have initialed the changes on one of these copies would you attach two new signature pages at the end with your signatures on it, and I will also sign and retain as our original copy.

If you have any problems, please call.

Very truly yours,



Enclosures