

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

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June 8, 1983

3-164A081

RECORDATION NO. 14040 Filed 1425

Ms. Agatha L. Mergenovich
Secretary

Interstate Commerce Commission
12th and Constitution Ave. N.W.
Washington, D.C. 20423

JUN 13 1983 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

JUN 13 1983

Fee \$ 50.00

Dear Ms. Mergenovich:

ICC Washington, D. C.

Enclosed for filing with the Commission pursuant to Section 11303 of the Interstate Commerce Act are duplicate originals and three additional copies of Railroad Equipment Lease, dated as of February 17, 1983, covering certain 70-ton gondola cars. The names and addresses of the parties to the transaction are as follows:

OWNER:	The Pittsburgh and Lake Erie Railroad Company Suite 780, Commerce Court Four Station Square Pittsburgh, PA 15219-1199
LESSEE:	Montour Railroad Company Suite 780, Commerce Court Four Station Square Pittsburgh, PA 15219-1199

RECEIVED
JUN 13 12 55 PM '83
I.C.C.
LEE OPERATION BR.

A particular description of the leased equipment is contained in the agreement.

Also enclosed is P&LE Voucher No. 142076 payable to the Treasurer of the United States, in the amount of \$50.00, to cover the filing fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt at your earliest convenience by stamping and returning to me a duplicate original and two copies of this document.

Please note also that the enclosed lease terminates and supercedes the Railroad Equipment Lease dated September 13, 1979, between Pittsburgh and Lake Erie Railroad and Montour Railroad covering 110 70-ton gondola cars, and recorded with

Ms. Agatha L. Mergenovich

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the I.C.C. at No. 10889. Please mark your records to indicate the termination of that lease agreement filed at No. 10889.

Very truly yours,

A handwritten signature in cursive script, appearing to read "E. Lawrence". The signature is written in black ink and is positioned below the typed text "Very truly yours,".

14040
RECORDATION NO. _____ FILED 1428

JUN 13 1983 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

RAILROAD EQUIPMENT LEASE

THIS AGREEMENT AND LEASE, dated as of the 17th day of February, 1983, by and between THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, hereinafter called "P&LE", and the MONTOUR RAILROAD COMPANY, hereinafter called "Montour".

W I T N E S S E T H:

WHEREAS, P&LE is the owner of all of the capital stock of Montour; and

WHEREAS, Montour desires to obtain certain heavy duty gondola equipment in order that traffic over its line may be properly transported, and

WHEREAS, P&LE is the owner of certain 70-ton gondola cars, more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, P&LE proposes to lease the said 70-ton gondola cars to its wholly owned affiliate, Montour, at the rental, for the term and upon the conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

1. Lease of Cars. P&LE shall lease to Montour and Montour shall and does hereby lease from P&LE all those 70-ton gondola cars (any one of said cars hereinafter referred to as "Car", and more than one or all of which are hereinafter referred to as "Cars"), bearing numbers as set forth in Exhibit A. The lease shall become effective as to any Car immediately upon its acceptance by Montour at a point on its line.

2. Additional or Substitute Cars. In the event that P&LE shall furnish to Montour for lease other gondola cars in addition to or in substitution for any of the Cars described in Exhibit A hereto, such other cars, upon acceptance by Montour, shall be included as Cars under this Agreement and Lease and shall be subject to all of the terms and conditions hereof in all respects as though they had been part of the Cars initially described herein.

3. Possession and Use. During the term of this lease, so long as Montour is not in default of the provisions hereunder, Montour shall be entitled to possession of each Car and the same may be used upon the lines of any other railroad in normal interchange service for the uses for which they are designed. All per diem time and mileage charges payable for the use of the Cars shall be accounted for by P&LE and paid over to Montour.

4. Term. This Agreement and Lease shall continue in effect for an initial term of one (1) year which shall commence on the date hereinabove written. If Montour has fully performed all of its obligations under this Agreement and Lease, the lease of the Cars shall continue under all the provisions herein contained for additional periods of one (1) year each until this Agreement and Lease shall be terminated upon six (6) months' written notice given by either party to the other, or at such earlier date as may be mutually agreed to by the parties.

5. Rental. As rental for the use of each Car, Montour shall pay P&LE for such use from the date of this Agreement and Lease at the rate of \$300.00 per year. Montour shall make annual payments of the aforesaid rental to P&LE within fifteen (15) days from the end of each year.

6. Title. Montour shall not by reason of this Agreement and Lease or any action taken hereunder acquire or have any right or title in and to the Cars except as to the rights herein expressly granted to it as lessee.

7. Maintenance. From the time of delivery of the Cars by P&LE to Montour until the Cars have been accepted by P&LE from Montour at the termination of the lease, maintenance of the Cars shall be provided in accordance with the following:

- (a) At times when Cars are on the lines of Montour, Montour will make routine inspection and make

such minor repairs as may be required at its sole cost and expense;

- (b) Cars returned to Montour with defect cards or otherwise requiring other than minor repairs will be directed by Montour to P&LE via Montour Junction and P&LE will make such repairs as are necessary at no cost to Montour. All payments made under applicable Association of American Railroads Interchange Rules for defect card repairs made by P&LE shall be retained by P&LE. Montour will confer with P&LE Equipment Department regarding disposition of any Car received by Montour in damaged condition without a defect card affixed thereto; and
- (c) The cost of all repairs made upon Cars by railroads other than the parties hereto and billable to the owning railroad under applicable Association of American Railroads Interchange Rules shall be borne and paid by Montour.

8. Additions to Cars. Any parts, replacements or additions made to any Car shall be accessions to such Car and title thereto shall be immediately vested in P&LE without cost or expense to P&LE.

9. Taxes. Montour shall promptly pay all taxes, assessments and other governmental charges, including sales, use or ad valorem taxes, levied or assessed during the continuance of this lease upon the Cars or the interest of Montour

therein whether or not upon the use or operation thereof or the earnings derived therefrom. If any levy or assessment is made against P&LE on account of any of the foregoing matters or on account of its ownership of the Cars, exclusive, however, of any taxes on the rentals herein provided or the net income of P&LE therefrom, Montour will promptly pay or reimburse P&LE for the same except that Montour shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings protect the validity or amount of such levy or assessment.

10. Prohibition Against Liens. Montour shall pay or set aside and discharge any and all sums claimed by any party by, through or under Montour and its successors and assigns which, if unpaid, might become a lien or a charge upon the Cars. Montour shall not be required, however, to pay or discharge any such claim as long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not affect the title in and to the Cars.

11. Identification of Cars. At all times during the continuance of this lease, Montour will cause each Car to bear only the initials of Montour and the number assigned to it and appearing thereon as of the date of its delivery by P&LE. Montour shall further cause each side of such Cars to bear, in letters not less than one inch (1") in height, the following legend:

"LEASED BY MONTOUR RAILROAD COMPANY FROM THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, OWNER, UNDER LEASE FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO SECTION 11303(a) OF THE INTERSTATE COMMERCE ACT."

In the event that any of such markings or legends shall at any time prior to the termination of the lease be removed, defaced or destroyed, Montour shall immediately cause the same to be restored or replaced.

12. Indemnity. Montour agrees to indemnify, defend and save P&LE, its officers and employees, harmless from and against all expenses, damages, claims, actions or liabilities based upon personal injuries, death or property damage arising out of or in connection with the condition, operation or use of any of the Cars upon the line of Montour. Whenever Cars are operated on lines of railroads other than Montour, P&LE will indemnify, defend and save Montour, its officers and employees, harmless from and against all expenses (including litigation and counsel fees), damages, claims, actions or liabilities based upon personal injuries, death or property damage arising out of or in connection with the condition, operation or use of the Cars upon such railroad lines.

13. Loss or Destruction of Cars. Montour shall forthwith advise P&LE of all occurrences in which any Car shall be lost, destroyed or irreparably damaged beyond economic repair from any cause whatsoever at any time during the term of this lease, and all sums due or payments made in accordance

with the prevailing rules applicable thereto in the Field Manual of the Interchange Rules prescribed by the Association of American Railroads, shall be paid over to P&LE. Upon payment of such settlement this Agreement and Lease shall terminate as to such Car as of said date and Montour shall be entitled to salvage, if any.

14. Redelivery of Cars. Upon termination of this lease with respect to any Car (other than pursuant to paragraph 13 hereinabove), Montour shall at its sole cost and expense immediately surrender possession of such Car by causing delivery of the same to be made to P&LE at Montour Junction, Pa. Montour shall return all Cars to P&LE in as good condition (ordinary wear and tear excepted) as when the same were delivered to Montour. Until such time as each Car has been redelivered to P&LE, Montour shall make all payments and perform all obligations and requirements of Montour under all other provisions of this lease as though such termination had not occurred.

15. Default. The term "event of default" for the purpose hereof shall mean any one or more of the following:

- (a) Montour shall default or fail for a period of thirty (30) days in the observance or performance of any agreement required to be observed or performed on its part under this Agreement and Lease, and said default or failure shall continue for a

period of thirty (30) days after the giving of written notice thereof by P&LE;

- (b) A decree or order shall be entered by a court having jurisdiction in the premises adjudging Montour a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization under the Federal Bankruptcy Act or any other applicable Federal or State law;
- (c) The institution by Montour of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of any proceeding or to any action taken or proposed to be taken in any proceeding described hereinabove in clause (b), or the making by Montour of a general assignment for the benefit of creditors.

16. Remedies. P&LE shall have the right in the event of default by Montour to terminate this Agreement and Lease immediately by giving notice to Montour, and P&LE may, without any notice of demand, take or cause to be taken immediate possession of the Cars and sell or otherwise dispose of the same, provided, however, that such retaking shall not be deemed a waiver of P&LE's right to receive payment of all sums payable by Montour to P&LE under this Agreement and Lease or any other rights or remedies conferred upon P&LE under applicable laws.

17. Recording. Immediately upon execution, P&LE shall cause this lease to be filed with the Interstate Commerce Commission for recordation under Section 11303(a) of the Interstate Commerce Act.

18. Sublease and Assignment. Montour shall not assign or sublease this lease or any of the Cars without the prior written consent of P&LE. P&LE may assign and reassign all or part of its rights under this lease without the consent of Montour if said assignment or reassignment does not diminish, interfere or prejudice the right of Montour with this lease, and P&LE shall give to Montour notice of any such assignment or reassignment.

19. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement and Lease shall bind and inure to the benefit of the parties, their successors and assigns (to the extent permitted in paragraph 18 hereof).

20. Governing Laws - Amendments. The terms of this Agreement and Lease and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania. The terms of this Agreement and Lease and the rights and obligations of the parties hereto may not be amended or terminated orally, but only by agreement in writing by the party against whom the enforcement of such amendment or termination is sought.

21. Prior Leases. This Agreement and Lease is intended by the parties hereto to revoke, terminate and supercede all prior leases between the parties involving the lease of 70-ton gondola cars and more specifically that Agreement and Lease dated September 13, 1979, between the parties hereto, recorded with the Interstate Commerce Commission at No. 10889.

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

WITNESS:

L. F. Suttick

THE PITTSBURGH AND LAKE ERIE
RAILROAD COMPANY

By

R. E. Thompson
President

WITNESS:

J. H. Holloway

MONTOUR RAILROAD COMPANY

By

C. R. Holley
President

EXHIBIT A

No. of Cars: 897
Description of Cars: 70-ton Gondola Cars

Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
10361	109	8307	1606	12667	1958
9303	113	8136	1624	12857	1961
9088	117	8390	1628	12245	1963
9359	151	10794	1701	12324	1966
10420	153	10921	1702	12921	1972
10252	158	10730	1717	12766	2002
10405	179	10826	1728	12917	2006
10146	190	10721	1751	12119	2008
9274	193	10669	1755	12574	2011
9583	207	10728	1760	12841	2020
9234	220	10603	1761	12684	2024
9078	228	11135	1820	12148	2026
10079	234	11345	1840	12224	2027
10200	237	11036	1843	12310	2032
9724	245	11330	1848	12729	2039
10310	247	11387	1851	12834	2041
9529	253	11121	1862	12637	2050
10117	256	11034	1867	12476	2051
10119	267	12090	1904	12325	2055
9646	269	12039	1914	12277	2062
10443	274	12747	1943	12229	2078
9525	277	12104	1944	12607	2085
9202	284	12207	1947	12835	2092
8046	1602	12196	1950	12967	2099
9058	160				

EXHIBIT A

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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
12850	2102	14004	2681	14037	2406
12215	2114	14006	2506	14038	2412
12116	2118	14007	2877	14040	2966
12177	2123	14008	2935	14041	2685
12951	2124	14009	2567	14042	2285
12709	2125	14010	2331	14043	2392
12221	2134	14011	2464	14044	2362
12572	2136	14012	2638	14045	2731
12823	2140	14013	3001	14047	2318
12242	2150	14018	2730	14048	2827
12127	2153	14019	2571	14050	2211
12377	2169	14020	2594	14051	2552
2315	1502	14021	2880	14052	2505
2751	1505	14022	2729	14053	2799
2546	1508	14023	2852	14054	2469
2475	1510	14024	2287	14055	2540
2442	1514	14025	2279	14056	2630
2358	1524	14026	2267	14057	2268
2482	1525	14028	2699	14059	2352
2395	1527	14029	2785	14060	2763
2164	1532	14031	2993	14061	2565
14000	2229	14033	2502	14062	2861
14001	2695	14034	2292	14063	2741
14002	2766	14035	2342	14064	2995
14003	2938	14036	2363	14065	2536
				14014	2341
				14015	2825
				14016	2635
				14017	2269

EXHIBIT A
(page 3)

Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14066	2561	14094	2360	14122	2264
14067	2754	14095	2535	14123	2512
14068	2841	14097	2233	14124	2936
14069	2454	14098	2602	14125	2882
14070	2818	14099	2975	14126	2523
14071	2601	14100	2952	14127	2533
14072	2674	14102	2364	14129	2599
14073	2920	14103	2591	14130	2526
14074	2645	14104	2277	14131	2477
14075	2468	14105	2271	14132	2301
14076	2927	14106	2490	14133	2905
14077	2609	14107	2872	14134	2752
14078	2782	14108	2604	14135	2933
14079	2656	14109	2416	14136	2662
14080	2514	14111	2983	14138	2486
14082	2220	14112	2733	14139	2555
14083	2548	14113	2588	14140	2830
14086	2253	14114	2250	14141	2245
14087	2237	14115	2746	14143	2312
14088	2365	14116	2991	14144	2887
14089	2871	14117	2590	14145	2510
14090	2985	14118	2600	14146	2815
14091	2770	14119	2559	14147	2248
14092	2375	14120	2313	14148	2315
14093	2980	14121	2387	14149	2707

EXHIBIT A
(page 4)

Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14150	2598	14180	2316	14204	2744
14151	2683	14181	2330	14205	2509
14152	2407	14182	2924	14207	2800
14153	2925	14183	2801	14208	2582
14154	2338	14184	2488	14209	2916
14155	2680	14185	2578	14212	2247
14156	2327	14186	2496	14213	2847
14157	2485	14187	2429	14214	2241
14159	2758	14188	2973	14215	2460
14160	2204	14189	2499	14216	2543
14162	2447	14190	2461	14217	2227
14164	2849	14191	2650	14218	2666
14165	2853	14192	2718	14219	2720
14166	2696	14193	2258	14220	2517
14167	2478	14194	2881	14221	2592
14168	2481	14195	2781	14222	2224
14169	2231	14196	2753	14223	2518
14170	2955	14197	2839	14224	2513
14171	2631	14198	2724	14225	2437
14172	2723	14199	2452	14226	2456
14174	2898	14200	2449	14227	2721
14175	2560	14201	2397	14228	2759
14178	2521	14202	2558	14230	2332
14179	2396	14203	2834	14231	2367

EXHIBIT A
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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14232	3006	14259	2958	14286	2859
14233	2568	14261	2459	14287	2756
14234	2400	14262	2368	14289	2665
14235	2811	14263	2838	14290	2358
14236	2297	14264	2605	14291	2918
14237	2979	14265	2286	14293	2712
14238	2272	14266	2963	14294	2335
14239	2901	14267	2376	14295	2536
14240	2749	14268	2480	14297	2296
14242	3008	14269	2343	14298	2238
14243	2457	14270	2929	14299	2366
14244	2529	14271	2667	14300	2694
14245	2451	14272	2652	14301	2549
14246	2379	14273	2492	14302	2862
14247	2848	14274	2440	14304	2989
14248	2353	14275	2428	14305	2678
14249	2511	14276	2747	14306	2380
14250	2415	14277	2626	14307	2934
14251	2757	14278	2619	14308	2732
14252	2796	14279	2528	14309	2553
14254	2868	14280	2677	14310	2726
14255	2516	14281	2262	14311	2361
14256	2776	14282	2483	14312	2755
14257	2999	14283	2393	14313	2381
14258	2295	14284	2522	14314	2788

EXHIBIT A
(page 6)

Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14315	2644	14344	2990	14370	2657
14316	2319	14345	2419	14371	2679
14317	2717	14346	2337	14372	2625
14318	2734	14347	2813	14373	2716
14319	2372	14348	2826	14374	2869
14320	2795	14349	2325	14375	2446
14321	2305	14350	2850	14376	2616
14322	2261	14352	2697	14377	2418
14323	2944	14353	2494	14378	2858
14325	2438	14354	2348	14379	2351
14326	2812	14355	2455	14380	2912
14327	2767	14356	2774	14381	2226
14328	2218	14357	2401	14382	2967
14329	2915	14358	2845	14383	2805
14330	2426	14359	2417	14384	2883
14331	2303	14360	2623	14385	2659
14332	2414	14361	2969	14386	2620
14333	2661	14362	2314	14387	2200
14335	2347	14363	2660	14388	2988
14336	2622	14364	2682	14389	2842
14337	2321	14365	3003	14390	2959
14338	2320	14366	2433	14391	2632
14339	2655	14367	2467	14392	2324
14340	2739	14368	2444	19394	2803
14343	2202	14369	2493	14395	2821

EXHIBIT A
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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14396	2701	14423	2219	14450	2432
14397	2860	14424	2761	14451	3004
14398	2692	14425	2946	14452	2563
14399	2322	14426	2909	14453	2784
14400	2500	14427	2639	14454	2544
14401	2225	14428	2434	14456	2886
14402	2722	14429	2252	14457	2727
14403	2974	14430	2300	14458	2728
14405	2775	14431	2612	14459	2943
14406	2390	14432	2491	14460	2453
14407	2965	14433	2941	14461	2228
14408	2940	14434	2793	14462	2508
14409	2427	14435	2212	14463	2769
14410	2808	14436	2530	14464	2557
14411	2675	14437	2789	14465	2520
14412	2693	14438	2787	14466	2810
14413	2624	14439	2917	14467	2786
14414	2503	14440	2642	14468	2873
14415	2306	14443	2895	14469	2878
14416	2633	14444	2221	14470	2953
14417	2448	14445	2874	14471	2458
14418	2443	14446	2910	14472	2742
14419	2482	14447	2584	14473	2206
14421	2249	14448	2283	14475	2403
14422	2646	14449	2608	14476	2932

EXHIBIT A
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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14477	2804	14504	2290	14536	2820
14478	2913	14505	2357	14537	2596
14479	2824	14509	2643	14538	2242
14480	2977	14511	2534	14539	2928
14481	2647	14512	2814	14540	2246
14483	2843	14513	2828	14541	2579
14484	2450	14515	2340	14542	2819
14485	2276	14516	2835	14543	2373
14487	2383	14517	2876	14544	2931
14488	2844	14518	2780	14545	2986
14489	2385	14519	2899	14547	2550
14490	2574	14521	2430	14548	2914
14491	2725	14522	2350	14549	2284
14492	2564	14523	2690	14550	2293
14493	2545	14525	2232	14551	2354
14494	2773	14526	2627	14554	2664
14495	2937	14527	2289	14555	2236
14496	2714	14528	2751	14556	2394
14497	2257	14529	2922	14557	2640
14498	2583	14530	2981	14558	2686
14499	2317	14531	2507	14559	2398
14500	2968	14532	2244	14560	2209
14501	2470	14533	2377	14561	2307
14502	2762	14534	2586	14562	2275
14503	2885	14535	2698	14563	2879

EXHIBIT A

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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14564	2531	14590	2790	14622	2807
14565	2404	14591	2532	14623	2846
14566	2802	14592	2777	14624	2945
14567	2411	14593	2711	14625	2984
14568	2504	14595	2978	14626	2897
14569	2610	14596	2629	14627	2384
14570	2345	14597	2957	14629	2207
14571	2708	14598	2562	14630	2251
14572	2956	14599	2771	14631	2575
14574	2554	14600	2382	14632	2524
14575	2463	14602	2992	14633	2304
14576	2326	14603	2386	14634	2310
14577	2256	14604	2359	14635	2648
14578	2371	14605	2369	14636	2907
14579	2489	14606	2888	14637	2649
14580	2715	14607	2413	14639	2374
14581	2794	14608	2254	14640	2230
14582	2556	14609	2203	14641	2634
14583	2597	14610	2806	14642	2222
14584	2997	14616	2282	14643	2243
14585	2961	14617	2410	14644	2949
14586	2266	14618	2570	14645	2395
14587	2208	14619	2472	14646	2288
14588	2259	14620	2768	14647	2235
14589	2299	14621	2405	14648	2281
				14611	2998
				14613	2855
				14614	2951
				14615	2581

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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14649	2737	14675	2764	14701	2538
14650	2994	14676	2497	14702	2863
14651	2851	14677	2866	14703	2982
14652	2865	14678	2388	14704	2892
14653	2339	14679	2525	14705	2673
14654	2240	14680	2748	14706	2719
14655	2976	14681	2471	14707	2274
14656	2346	14682	2613	14709	2856
14657	2356	14683	2328	14710	2670
14658	2867	14684	2255	14711	2334
14660	2487	14685	2421	14712	2700
14661	2857	14686	2515	14713	2960
14662	2547	14687	2425	14714	2822
14663	2389	14688	2919	14715	2735
14664	2831	14689	2654	14716	2971
14665	2431	14690	2854	14717	2569
14666	2498	14691	2270	14718	2954
14667	2840	14692	2637	14720	2908
14668	2836	14694	2566	14721	2621
14669	2215	14695	2689	14722	2420
14670	2947	14696	2930	14723	2903
14671	2778	14697	2687	14724	2705
14672	2948	14698	2668	14725	2926
14673	3007	14699	2349	14726	2577
14674	2291	14700	2663	14727	2465
				14719	2791

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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14728	2214	14755	2962	14782	2541
14729	2278	14756	2614	14783	2890
14731	2572	14757	2378	14784	2462
14732	2688	14758	2798	14785	2641
14733	2710	14759	2651	14786	2422
14734	2409	14760	2691	14787	2476
14735	2750	14761	2606	14788	2894
14736	2970	14762	2355	14789	2501
14737	2617	14763	2809	14790	2484
14738	2423	14764	2672	14791	2585
14739	2263	14765	2294	14792	2893
14741	2896	14766	2921	14793	2466
14742	2797	14768	2676	14794	2939
14743	2260	14769	3005	14795	2537
14744	2615	14770	2298	14796	2702
14745	2573	14771	2439	14797	2738
14746	2891	14772	2950	14798	2399
14747	2740	14773	2745	14799	2743
14748	2832	14774	2273	14800	2906
14749	2308	14775	2713	14801	2265
14750	2636	14776	2580	14802	2900
14751	2589	14778	2210	14803	2704
14752	2391	14779	2684	14804	2870
14753	2709	14780	2904	14805	2972
14754	2765	14781	2772	14806	2902

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Identifying Nos.

<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>	<u>P&LE</u>	<u>Montour</u>
14807	2653	14835	2302	14863	2875
14808	2234	14837	2539	14864	2942
14809	2336	14838	2473	14865	2607
14811	2402	14840	2309	14866	2201
14812	2329	14841	2474	14867	2593
14813	2923	14842	2479	14868	2816
14814	3000	14843	2441	14869	2817
14815	2280	14845	2823	14870	2442
14816	2964	14846	2671	14871	2519
14817	2783	14847	2408	14872	2736
14818	2595	14848	2987	14874	2435
14819	2213	14849	2495	14875	2205
14821	2792	14850	2223	14876	2445
14822	2576	14851	2542	14878	2611
14824	2911	14852	2779	14879	2603
14825	2829	14853	2889	14880	2837
14826	2703	14854	2833	14881	2587
14827	2311	14855	2760	14882	2628
14828	2216	14856	2239		
14829	2370	14857	2658		
14830	2706	14858	2475		
14831	2546	14859	2618		
14832	2864	14860	2551		
14833	2884	14861	2344		
14834	2323	14862	2669		

COMMONWEALTH OF PENNSYLVANIA))
) SS:
COUNTY OF ALLEGHENY))

On this 2nd day of June, 1983,
before me, the undersigned Notary Public, personally appeared
R. E. THOMPSON, who, being duly sworn, acknowledged that he
is President of The Pittsburgh and Lake Erie Railroad Company,
that he executed the foregoing instrument for and on behalf
of said corporation, and that the execution of the foregoing
instrument was the free act and deed of said corporation.

Michelle P. Sullivan

Notary Public

MICHELLE P. SULLIVAN
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 23, 1985
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA))
COUNTY OF ALLEGHENY)) SS:

On this 2nd day of June, 1983,
before me, the undersigned Notary Public, personally appeared
C.R. Holley, who, being duly sworn, acknowledged
that he is PRESIDENT of the Montour Railroad
Company, that he executed the foregoing instrument for and on
behalf of said corporation, and that the execution of the
foregoing instrument was the free act and deed of said corporation.

Michelle P. Sullivan
Notary Public
MICHELLE P. SULLIVAN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 23, 1988
Member, Pennsylvania Association of Notaries