

Greenville Leasing Company

700 Porter Building, Pittsburgh, PA 15219.

J. R. Young,
Vice President

MAY 15 1984

May 15, 1984

412/456-4488

10.00

RECORDATION NO. 8789 A Filed 1425

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

MAY 15 1984 12 25 PM
4-136A037
INTERSTATE COMMERCE COMMISSION

Please deliver directly to Mildred Lee, Room 2303

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 three counterparts of an Assignment of Railroad Car Lease Agreement dated as of December 31, 1980. This Assignment of Railroad Car Lease Agreement is a secondary document.

The primary document to which this is connected is the Railroad Car Lease Agreement recorded at 9:25 a.m. on April 25, 1977, with Recordation Number 8789.

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:

Assignor: Greenlease Company, a division of
Greenville Steel Car Company
Greenville, Pennsylvania 16125

Assignee: Greenville Leasing Company
Greenville, Pennsylvania 16125

Please also list this Assignment of Railroad Car Lease Agreement in the index under the name of the Lessee, the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Chicago, Illinois, which is not a party to this Assignment.

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

Please return the original and two counterparts of the Assignment of Railroad Car Lease Agreement to John R. Young, 700 Porter Building, Pittsburgh, PA 15219.

Also enclosed is a check in the amount of \$10 covering the required recording fee.

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

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Assignment between Greenlease Company, a division of Greenville Steel Car Company, Greenville, Pennsylvania 16125 and Greenville Leasing Leasing Company, Greenville, Pennsylvania 16125 dated as of December 31, 1980 and covering one hundred All Steel 100-ton Twin Ballast Cars and connected to the Railroad Car Lease Agreement recorded at 9:25 a.m. on April 25, 1977, with Recordation Number 8789.

Very truly yours,

GREENVILLE LEASING COMPANY

By John R. Young
Its Vice President
ASSIGNEE AS AFORESAID

Enclosures

SCHEDULE A
(to Letter of Transmittal)

DESCRIPTION OF EQUIPMENT

DESCRIPTION:	One Hundred All Steel 100-ton Twin Ballast Cars
MANUFACTURER:	Greenville Steel Car Company
IDENTIFICATION MARKS AND NUMBERS (BOTH INCLUSIVE:	MILW 341450 to 341549

8789-A
RECORDATION F.D. Filed 1498

ASSIGNMENT
OF
RAILROAD CAR LEASE AGREEMENT
MAY 15 1984 12 55 PM
INTERSTATE COMMERCE COMMISSION

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

WHEREAS, the Assignor and Chicago, Milwaukee, St. Paul And Pacific Railroad Company (the "Lessee") heretofore entered into a Railroad Car Lease Agreement effective April 1, 1977 (the "Lease"), whereby the Assignor leased to the Lessee 100 All Steel 100-ton Twin Ballast Cars, Road Nos. MILW 341450 to 341549 both inclusive (the "Cars"); and

WHEREAS, the Assignor desires to assign its interest in the Lease and its interest in the Cars to the Assignee, 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:

1. Effective as of December 31, 1980 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, which shall arise or accrue after December 31, 1980; and
- (b) All the Assignor's right, title and interest in the Cars.

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, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease.
- 3. For purposes of paragraph 17 of the Lease, Assignee's address as Lessor shall be as follows:

Greenville Leasing Company
Greenville, Pennsylvania 16125

- 4. All the terms, covenants and provisions of the Lease shall continue in full force and effect precisely as before.
- 5. This 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 parties hereto 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

R. L. Johnson
Assistant Secretary
[Corporate Seal]

By J. T. Egbert
Vice President

Attest:

GREENVILLE LEASING COMPANY

R. L. Johnson
Assistant Secretary
[Corporate Seal]

By J. T. Egbert
Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MERCER) ss:

On this 8th day of November, 1982 before me personally appeared J. J. Eghert, 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.

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

Leora Smith
Notary Public

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

[Notarial Seal]

