

Greenlease, Inc.
GREENVILLE, PA 16125

September 12, 1984.

Reply To:
700 Porter Building
Pittsburgh, PA 15219
412/456-4488

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

RECORDATION NO. *8789 B* Filed 1425

SEP 17 1984 - 9 35 AM

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 two counterparts of an Assignment of Railroad Car Lease Agreement dated as of September 1, 1984. 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 Novation Agreement are as follows:

Assignor: Greenville Leasing Company
Greenville, Pennsylvania 16125

Assignee: Greenlease, Inc.
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 one counterpart 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 Greenville Leasing Company, Greenville, Pennsylvania 16125 and Greenlease, Inc., Greenville, Pennsylvania 16125, covering 100 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 No. 8789, as previously assigned by Greenville Steel Car Company, Greenville, Pennsylvania 16125, to Greenville Leasing Company as of December 31, 1980 and recorded at 12:35 p.m. on May 15, 1984 with recordation Number 8789-A.

Very truly yours,

GREENLEASE, INC.

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

Enclosures

SCHEDULE A
(to Letter of Transmittal)

DESCRIPTION OF EQUIPMENT

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

ASSIGNMENT
OF
RAILROAD CAR LEASE AGREEMENT

RECORDATION NO. *8789B* Filed 1425

SEP 17 1984 -9 35 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT, dated as of September 1, 1984, by and between GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignor"), and GREENLEASE, INC., a Delaware corporation (the "Assignee").

WHEREAS, Greenville Steel Car Company, a Pennsylvania corporation ("Greenville"), 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 Greenville leased to the Lessee 100 All Steel 100-ton High Cube Box Cars, Road Nos. MILW 341450 to 341549 both inclusive (the "Cars"); and

WHEREAS, Greenville assigned its interest in the Lease to the Assignor effective as of December 31, 1980; and

WHEREAS, the Assignor desires to assign its interest in the Lease 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 September 1, 1984 Assignor hereby assigns, transfers and sets over unto the Assignee

All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, which shall arise or accrue after August 31, 1984.

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

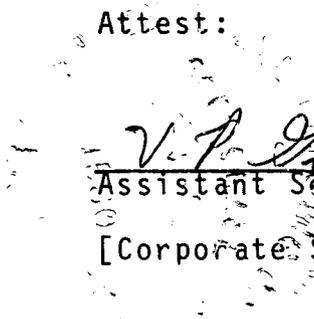
4. All other terms, covenants and provisions of the Lease shall continue in full force and effect precisely as before.
5. This Assignment may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute 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:

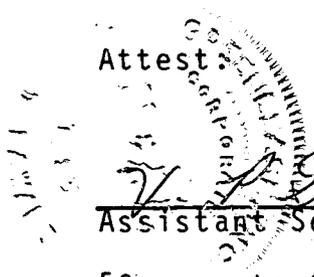
GREENVILLE LEASING COMPANY


V. P. Gottschall
Assistant Secretary
[Corporate Seal]

By Edward H. Moore
Vice President

Attest:

GREENLEASE, INC.


V. P. Gottschall
Assistant Secretary
[Corporate Seal]

By John R. Young
Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss:

On this 24 day of August, 1984 before me personally appeared Edward H. Moores, 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.

Caroline B. Hodge

Notary Public
CAROLINE B. HODGE, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA
My Commission Expires March 16, 1986

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

)
) ss:
)

On this 24 day of August, 1984 before me personally appeared John R. Young, to me personally known, who being duly sworn, says that he is a Vice President of Greenlease, Inc, 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.

Caroline B. Hodge
Notary Public

CAROLINE B. HODGE, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA
My Commission Expires March 16, 1986

[Notarial Seal]