

No. 5-157A063  
Date JUN...6.1985.....  
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ICC Washington, D. C.

12317-8T  
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RECORDATION NO. 12317-T Filed 1425

The Connecticut National Bank JUN 6 1985 3 14 PM

INTERSTATE COMMERCE COMMISSION

May 29, 1985

Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Secretary

Dear Secretary:

Enclosed herewith are one (1) original and four (4) counterparts of the document described below, to be filed and recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an assignment agreement, a secondary document, dated as of May 1, 1985.

The primary documents to which the enclosed document is connected were recorded with the Interstate Commerce Commission on October 16, 1980, November 21, 1980, November 2, 1982, September 26, 1983 and September 26, 1983 under Recordation Nos. 12317, 12317-B, 12317-C, 12317-D, and 12317-E, respectively.

We request that this assignment be cross-indexed.

The names and addresses of the parties to the enclosed document are as follows:

Assignor: Manufacturers Hanover Trust Company  
270 Park Avenue  
New York, New York 10017

Assignee: The Connecticut National Bank (not in its individual capacity but as Security Trustee under the certain Master Agreement Regarding the Restructuring of the Obligations of the Pittsburgh and Lake Erie Railroad Company, dated as of May 1, 1985)  
777 Main Street  
Hartford, Connecticut 06115  
Attn: Bond and Trustee Administration

ICC OFFICE OF THE SECRETARY  
JUN 6 3 44 PM '85  
MOTOR OPERATING UNIT

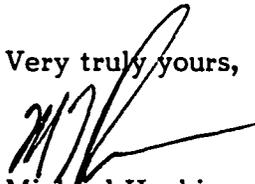
*C. T. Ryan*



Interstate Commerce Commission  
May 27, 1985  
Page 3

Company ("MHT") and The Pittsburgh and Lake Erie Railroad Company ("PLE") (Recordation No. 12317), that certain Amended and Restated Security Agreement, dated as of October 15, 1980, by and between MHT and PLE (Recordation No. 12317-B), that certain First Amendment, dated as of September 1, 1982, to the Amended and Restated Security Agreement, dated as of October 15, 1980, by and between MHT and PLE (Recordation No. 12317-C), Security Agreement, dated as of July 1, 1983, by and between MHT and PLE (Recordation No. 12317-D), and Amendment of Term Loan Agreement and Existing Security Agreement, dated as of July 1, 1983, by and between MHT and PLE (Recordation No. 12317-E).

Very truly yours,

A handwritten signature in black ink, appearing to read 'MH', with a long horizontal flourish extending to the right.

Michael Hopkins  
Vice President

Exhibit A

CONTRACT NUMBER	OWNER/CREDITOR	INVESTORS	CAR SERIES	NUMBER OF CARS IN SERIES AS OF 12/31/84 **	CAR TYPE
14147	MANUFACTURERS HANOVER TRUST CO	N/A	600-749 ✓ 850-869 1000-1024 1900-1911 7200-7239 10000-10249 10250-10499 44000-44024 ✓ 46000-46149 ✓ 46503-46599 ✓ 61000-61499 ✓ 61500-61999 63077-63699 63700-64499 110000-110249 142000-142249 204000-204450 1534-1543 1544-1553 ✓ 1554-1563 ✓ 1504-1590 ✓ 2034-2039 ✓ 2057-2060 ✓ 2000-2021 ✓	120 GENL & BULK FLAT 20 70-T OT HOPPER ✓ 22 GENL & BULK FLAT 12 COVERED HOPPER 95 EDT BOX 177 UNED GON UNDR 61 102 UNED GON UNDR 61 24 EDT & COIL GON 150 PIPE GON 6 PIPE GON 403 70-T OT HOPPER 402 70-T OT HOPPER 590 70-T OT HOPPER 702 70-T OT HOPPER 51 UNED GON UNDR 61 145 EDT & COIL GON 230 EDT BOX 7 LOCO 10 LOCO 10 LOCO 10 LOCO 6 4 LOCO 17 LOCO	

CONTRACT NUMBER	OWNER/CREDITOR	INVESTORS	CNR SERIES *	NUMBER OF CNRS IN SERIES		CNR TYPE
				AS OF 12/31/84 **		
14242	MANUFACTURERS HANDOVER TRUST CO	N/A	950-952	3	1901 D-CIN FLOT	
			975-977	3	2001 D-CIN FLOT	
			6300-6499	89	ED1 BOX	
			14000-14333	256	UNED GON UNION 61	
			19417-19747	327	UNED GON UNION 61	
			32000-32004	2	ED1 BOX	
			39500-39699	199	UNED GON	
			62500-62745	204	70-1 01 HOPPER	
	1283					
UNASSIGNED	MANUFACTURERS HANDOVER TRUST CO	N/A	1550-1699	130	COVERED HOPPER	
			6500-6899	340	ED1 BOX	
	486					

CONTRACT NO.	CON IDENTIFICATION NUMBERS	NUMBER OF COGS						
14147	600	1	10005	1	10313-10324	12	61343-61346	4
	603	1	10009-10090	2	10326-10331	6	61340-61370	23
	605-606	2	10092-10100	9	10334-10335	2	61372-61379	8
	600-611	4	10102	1	10337	1	61381-61446	66
	613-614	2	10104-10105	2	10340-10343	4	61440-61499	32
	617-634	10	10107	1	10347-10351	5	61500-61506	7
	636	1	10109-10111	3	10353	1	61500-61516	9
	630	1	10114-10115	2	10355-10359	5	61518-61519	2
	640-646	7	10117	1	10361	1	61521-61576	36
	649	1	10119-10125	7	10364-10367	4	61578-61597	20
	651	1	10127-10129	3	10370-10377	8	61599-61626	28
	653-660	8	10133	1	10379-10383	5	61620-61694	67
	662-665	4	10135	1	10385	1	61696-61754	59
	660-671	4	10137	1	10386	1	61756-61824	69
	673-686	14	10140	1	10388-10391	4	61826	1
	609-692	4	10142	1	10393-10399	7	61820-61844	17
	696-698	3	10144-10145	2	10402-10403	2	61847-61877	31
	700-706	7	10147-10152	6	10406-10412	7	61880-61894	15
	700-714	7	10154	1	10414-10416	3	61896-61924	29
	716-720	5	10156-10157	2	10418-10420	3	61926-61963	38
	723-725	3	10159-10161	3	10422	1	61965-61982	18
	727-736	10	10164-10172	10	10424	1	61984-61999	16
	730-749	12	10174-10175	2	10426	1	63099-63169	71
	050-069	20	10177	1	10420-10433	6	63171-63184	14
	1000	1	10179-10180	2	10437-10440	4	63186-63253	68
	1002-1010	9	10182	1	10442-10445	4	63255-63304	50
	1012-1021	10	10185-10188	4	10447-10449	3	63306-63307	2
	1023-1024	2	10190-10192	3	10452-10460	9	63309-63336	28
	1900-1911	12	10194-10196	3	10462-10471	10	63338-63376	39
	7200-7206	7	10198-10202	5	10473-10480	8	63378-63450	73
	7200-7214	7	10206-10212	7	10482	1	63452-63492	41
	7215-7231	37	10216-10218	3	10484-10492	9	63494-63536	43
	7233-7260	0	10220	1	10494-10496	3	63538-63539	2
	7262-7277	16	10222	1	10499	1	63541-63699	139
	7279-7294	16	10224-10226	3	44000-44003	4	63700-63724	25
	7296-7297	4	10228	1	44005-44024	20	63726-63735	10
	10000-10011	12	10231-10233	3	46000-46149	150	63737-63781	45
	10014	1	10235-10237	3	46372	1	63783-63824	42
	10016	1	10239-10242	4	46578-46579	2	63826-63842	17
	10010	1	10244-10245	2	46586	1	63844-63952	109
	10020	1	10247-10249	3	46594	1	63954-63958	5
	10023-10029	7	10251	1	46597	1	63960-64070	119
	10031-10034	4	10253-10254	2	61000-61002	3	64000-64093	14
	10036-10037	2	10257	1	61004-61011	8	64095-64102	8
	10039-10049	11	10259-10262	4	61013-61019	7	64104-64130	27
	10051-10054	4	10264-10267	4	61021-61110	90	64140-64186	47
	10056	1	10269	1	61120-61164	45	64188-64207	100
	10050-10064	7	10271-10274	4	61166-61183	18	64209-64294	6
	10066	1	10276-10277	2	61185-61215	31	64296-64392	97
	10068-10070	3	10279-10281	3	61217-61239	23	64394-64417	24
	10072	1	10284-10288	5	61241-61265	25	64419-64434	16
	10074	1	10291	1	61267-61281	15	64436-64461	26
	10076-10077	2	10299-10304	6	61283-61289	7	64463-64499	37
	10073-10082	4	10307-10311	5	61292-61361	50		

IDENTIFICATION OF INDIVIDUAL CAR NUMBERS ENCUMBERED BY DEBEHENT

CONTRACT NO.	CAR IDENTIFICATION NUMBERS	NUMBER OF CARS	CAR IDENTIFICATION NUMBERS	NUMBER OF CARS	CAR IDENTIFICATION NUMBERS	NUMBER OF CARS
14147 (CON'T.)	110012	1	142045 ✓	1	1534	1
	110013	1	142051	1	1536-1538	3
	110017	1	142054 ✓	1	1541-1543	3
	110019	1	142056	1	1544-1553	10
	110021-110022	2	142060	1	1554-1563	10
	110010	1	142077	1	1503-1506	2
	110035	1	142080	1	1509-1515	7
	110030	1	142003	1	1597	1
	110050	1	142005	1	2057-2060	4
	110055	1	142007-142008 ✓	2	2001-2005	5
	110057	1	142092	1	2007-2013	7
	110065	1	142097	1	2015	1
	110067	1	142101-142103 ✓	3	2017-2020	4
	110075	1	142107	1		
	110078	1	142109	2		
	110003-110004	2	142111	2		
	110006	1	142113-142117	5		
	110008	1	142120-142123	4		
	110101	1	142123-142130	6		
	110103	1	142132-142133	2		
	110113	1	142135-142136	2		
	110110	1	142139-142152 ✓	14		
	110130-110132	3	142154-142162	9		
	110118	1	142164-142165	2		
	110141	1	142167	1		
	110153	1	142169-142170	2		
	110155	1	142172	1		
	110150	1	142174-142187 ✓	14		
	110162	1	142109-142190 ✓	2		
	110176	1	142192	1		
	110103-110104	2	142194	1		
	110189	1	142196-142200	5		
	110197	1	142202-142203 ✓	2		
	110204-110205	2	142207-142212	6		
	110213-110215	3	142214	1		
	110217	1	142216-142219	4		
	110221	1	142221	1		
	110227	1	142223	1		
	110230	1	142225-142229	5		
	110234	1	142231-142241 ✓	11		
	110230	1	142243-142245	3		
	110243	1	142249	1		
	110246	1	204000-204033	100		
	142001-142002	2	204200-204205	6		
	142005	1	204200-204216	9		
142015-142016	2	204218-204231	14			
142017	1	204233-204242	10			
142024-142025 ✓	2	204244-204252	7			
142033 ✓	1	204253-204256	4			
142035-142036	2	204257-204260	4			
142039	1	204264	1			
142041-142042	2	204262	1			

CONTRACT 14147 - 3643 CARS  
DISPOSED IN  
DISP XVII

IDENTIFICATION OF INDIVIDUAL CAR NUMBERS ENCUMBERED BY AGREEMENT

CONTRACT NO.	CAR IDENTIFICATION NUMBERS	NUMBER OF CARS	CAR IDENTIFICATION NUMBERS	NUMBER OF CARS	CAR IDENTIFICATION NUMBERS	NUMBER OF CARS
14242	950-952	3	14247-14254	8	62654-62667	14
	975-977	3	14256-14258	3	62669-62677	9
	6901-6910	10	14262-14264	3	62679	1
	6912-6913	2	14266-14267	2	62681-62688	8
	6916-6936	21	14269-14270	2	62690	1
	6938-6960	23	14272-14278	7	62692-62695	4
	6962-6971	10	14201	1	62697-62701	5
	6974-6979	6	14203	1	62703-62711	9
	6901-6906	6	14205	1	62713-62731	19
	6980-6994	7	14207-14291	5	62734-62739	6
	6996-6999	4	14293-14295	3	62742-62745	4
	14000-14003	4	14298-14303	6		
	14007	1	14305	1		
	14010	1	14307-14318	12		
	14013-14028	16	14323-14327	5		
	14031	1	14329-14332	4		
	14033-14035	3	14334	1		
	14037-14042	6	14336-14337	2		
	14044-14055	12	14339	1		
	14058-14059	2	19417-19604	268		
	14061-14062	2	19606-19819	134		
	14064	1	19821-19842	22		
	14066	1	19844-19898	55		
	14069-14075	7	19900-19921	22		
	14077-14080	4	19922-19947	26		
	14082	1	32044	1		
	14084-14087	4	32056	1		
	14089	1	39500-39612	113		
	14091-14092	2	39614-39639	86		
	14094-14100	7	62501-62503	3		
	14102-14109	8	62505-62506	2		
	14111-14131	21	62508-62509	2		
	14133-14135	3	62511-62514	4		
	14137-14141	5	62517-62519	3		
	14143-14147	5	62521-62523	3		
	14149-14151	3	62525-62532	8		
	14156-14159	4	62534-62537	4		
	14162	1	62539-62540	2		
	14164-14168	5	62542	1		
	14170-14173	4	62544-62558	15		
	14175-14176	2	62560-62566	7		
	14178-14180	3	62569-62574	6		
	14182-14183	2	62577-62590	14		
	14185-14191	7	62592	1		
	14193-14196	4	62594-62604	11		
	14198	1	62606-62610	5		
	14201-14206	6	62612-62619	8		
	14209-14212	4	62621-62624	4		
	14214-14221	8	62627-62631	5		
	14223	1	62633	1		
	14226-14233	8	62635-62636	2		
	14235-14238	4	62638-62641	4		
	14242	1	62643-62650	8		
	14244-14245	2	62652	1		

CONTRACT 14242 - 1,283 CARS  
DISSENTESIO

IDENTIFICATION OF INDIVIDUAL COB NUMBERS ENCLOSED BY AGREEMENT

CONTRACT NO.	COB IDENTIFICATION NUMBERS	NUMBER OF COBS	COB IDENTIFICATION NUMBER	NUMBER OF COBS	COB IDENTIFICATION NUMBERS	NUMBER OF COBS
UNASSIGNED	1550-1553	4	6579-6580	2	6043-6051	7
	1556-1562	27	6581-6600	20	6053-6054	2
	1564-1567	4	6602-6627	26	6056-6061	6
	1569-1590	10	6629	1	6064-6065	2
	1600-1604	5	6631-6636	6	6067-6069	3
	1606-1610	5	6638-6640	3	6071	1
	1612-1626	15	6642-6671	30	6073-6075	3
	1620-1629	2	6673	1	6078-6081	4
	1631-1637	7	6675-6682	8	6083-6089	7
	1639-1661	23	6684-6696	13	6091-6099	9
	1663-1681	19	6698-6699	2		
	1683-1699	17	6701-6714	14		
	6500-6509	10	6716-6733	18		
	6511	1	6735-6750	16		
	6513-6515	3	6752-6753	2		
	6518-6523	6	6755-6756	2		
	6525	1	6758-6759	2		
	6527-6529	3	6761-6789	29		
	6531-6544	14	6792	1		
	6546-6553	8	6793-6796	2		
	6555-6562	8	6798-6804	7		
	6565-6570	6	6806-6810	5		
	6572	1	6812-6813	2		
	6574-6575	2	6815-6822	8		
	6576	1	6824-6830	7		
	6577	1	6832-6843	12		

UNASSIGNED CONTRACT - 406 COBS  
 D-SERIES  
 DISC XXVII

RECORDATION NO. 12317 J  
FILED 1428

JUN 6 1985 3 10 PM

INTERSTATE COMMERCE COMMISSION

## ASSIGNMENT OF LOAN AGREEMENTS

### AND SECURITY AGREEMENTS

**ASSIGNMENT OF LOAN AGREEMENTS AND SECURITY AGREEMENTS**, dated as of May 1, 1985 ("this Assignment") by and between Manufacturers Hanover Trust Company, a New York banking corporation, (the "Bank") and The Connecticut National Bank, a national banking association, as security trustee (the "Security Trustee") under that certain Master Agreement Regarding The Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad Company dated as of May 1, 1985, among the Security Trustee, the Borrower (as hereinafter defined), the Creditors named therein, and the other parties thereto (as amended from time to time, the "Master Agreement").

The Bank is a party to, secured by, and/or beneficiary of, each of the documents set forth on Exhibit A attached hereto (individually an "Old Financing Document" and collectively, the "Old Financing Documents").

**NOW, THEREFORE**, to induce, and in consideration for, the execution of the Master Agreement by the parties thereto, the delivery of a Certificate of Interest to the Bank by the Security Trustee pursuant to Section 3.1 of the Master Agreement, and in consideration of \$10.00 and other good and valuable consideration paid by the Security Trustee to the Bank, the receipt and sufficiency whereof are hereby acknowledged, the Bank and the Security Trustee agree as follows:

1. The Bank hereby irrevocably and absolutely assigns, transfers, sells, and sets over unto the Security Trustee all of the right, title, interest, powers, privileges, and other benefits of the Bank in and to (a) the Old Financing Documents and (b) without limiting any of the foregoing, any and all amounts due or which may become due or owing by the Borrower, Beloit, or PLECO under or in connection with the Old Financing Documents. The Bank further irrevocably and absolutely assigns to the Security Trustee all of its respective rights and powers under the Old Financing Documents to (i) make all waivers and agreements; (ii) give all notices, consents, and releases; (iii) take all action upon the occurrence of a default or an event of default under any of the Old Financing Documents; and (iv) do any and all other things whatsoever which the Bank is or may become entitled to do under the Old Financing Documents.

2. The Bank shall hold in trust on behalf of, and promptly deliver to, the Security Trustee any payments under, or in respect of, the Old Financing Documents. Upon the request of the Security Trustee and so long as the Security Trustee shall be acting upon the instructions of the Required Persons, the Bank shall join with the Security Trustee in any notice from the Security Trustee to the Borrower, PLECO, or Beloit concerning this Assignment. Upon the request of the Security Trustee and so long as the Security Trustee shall be acting upon the instructions of the Required Persons, the Bank shall execute any Uniform Commercial Code financing statements and documents to be filed with or sent to the Interstate Commerce Commission in connection with this Assignment. Without limiting or being limited by the foregoing, the Bank will, from time to time, upon the request of the Security Trustee and so long as the Security Trustee shall be acting upon the instructions of the Required Persons, do and perform any other act and will execute, acknowledge, deliver, file, register, record, and deposit (and will refile,

reregister, rerecord or redeposit whenever required) any and all further instruments required by law or requested by the Security Trustee in order to confirm or further assure the interests of the Security Trustee hereunder and the purposes and intent of this Assignment.

3. Upon the request of the Security Trustee and so long as the Security Trustee shall be acting on the instructions of the Required Persons, the Bank agrees to join any legal action brought by the Security Trustee for the enforcement of any of the rights and remedies under the Old Financing Documents. The Security Trustee shall indemnify the Bank for any costs and expenses incurred by the Bank in connection with any such legal action. The Bank shall not be required to take any action pursuant to Section 2 hereof or this Section 3 if, in the reasonable opinion of the Bank, such action would be unduly burdensome (whether as a result of the administrative difficulty involved therewith or otherwise) or would involve unreasonable expense.

4. The Bank represents that (a) it holds title to the Old Financing Documents and the right to receive payments thereunder free and clear of all liens, security interests, charges, and encumbrances whatsoever and has the right and power to assign and deliver same to the Security Trustee; and (b) to the best of its knowledge, there are no other documents, instruments or other agreements by and between the Bank and the Borrower or any third party affecting or purporting to affect the ownership, encumbrance and use of, or title to, the Old Financing Documents.

5. This Assignment shall not subject the Security Trustee to any liability of the Bank under any Old Financing Documents.

6. The Security Trustee shall have no recourse to the Bank for or on account of the failure of the Borrower, Beloit or PLECO, as the case may be, to make any of the payments due in respect of, or otherwise to comply with any of the provisions of, the Old Financing Documents.

7. The Security Trustee may further assign all or any of the rights assigned hereunder to it. In the event of any such assignment, any such assignee or subsequent assignee shall, to the extent of such assignment, enjoy all the rights, title, interest, powers, privileges and other benefits and be subject to all the obligations of the Security Trustee hereunder.

8. The Bank hereby constitutes the Security Trustee the true and lawful attorney-in-fact of the Bank, with full power of substitution, in the name of the Bank or the Security Trustee, (a) to ask, require, demand, receive, compound, and give acquittance for each and every amount due and to become due under or arising out of the Old Financing Documents and to endorse each and every check or other instrument in connection with any such amounts due, (b) to file any claim or claims, take any actions or institute any proceeding or proceedings which the Security Trustee may deem necessary in connection with the Old Financing Documents and this Assignment, (c) to sue for and collect any and all sums to which the Security Trustee is or may become entitled under, and to exercise any and all rights and remedies provided in, this Assignment, and the Old Financing Documents, and (d) to enforce compliance by the Borrower, PLECO and Beloit, as the case may be, with the terms and agreements on their respective parts to be performed under the Old Financing Documents to which they are a party. This power of attorney is coupled with an interest and is irrevocable.

9. The Bank shall endorse, negotiate, and deliver to the Security Trustee any notes, promissory notes, instruments or negotiable instruments evidencing or representing the indebtedness of the Borrower, Beloit or PLECO, or any part thereof, under the Old Financing Documents.

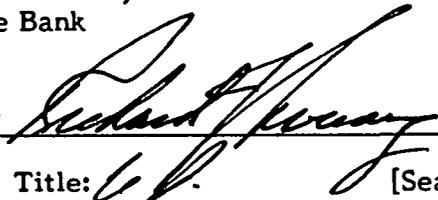
10. Except where stated otherwise to the contrary herein, terms defined in the Master Agreement are used in this Assignment with the meanings ascribed to them in the Master Agreement.

11. This Assignment shall be governed by, and construed and enforced in accordance with, the law of the Commonwealth of Pennsylvania; provided that the parties hereto shall be entitled to all the rights conferred by 11 U.S.C. § 11303 and the regulations promulgated in connection therewith.

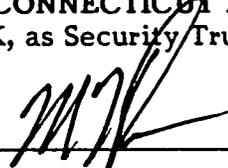
12. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives, all as of the day and year first above written.

MANUFACTURERS HANOVER TRUST  
COMPANY,  
the Bank

By  \_\_\_\_\_  
Title: *C.P.* [Seal]

THE CONNECTICUT NATIONAL  
BANK, as Security Trustee

By  \_\_\_\_\_  
Title: Vice President [Seal]

The Borrower agrees and consents to the execution of this Assignment by the Bank and the delivery of same to the Security Trustee. The Borrower acknowledges that the Security Trustee shall have all of the rights, title, interests, powers, privileges, and other benefits assigned to the Security Trustee in this Assignment and may exercise and effect any Disposition of same in accordance with the terms and provisions of the Master Agreement. The Borrower agrees to make all payments falling due after the date hereof under the Old Financing Documents, as modified by the Master Agreement, by wire transfer of immediately available funds to the Security Trustee in accordance with written instructions delivered or to be delivered to the Borrower from time to time by the Security Trustee. The Borrower agrees to deliver all notices required by or arising out of

the Old Financing Documents to the Security Trustee at such address or addresses as the Security Trustee from time to time may direct.

**THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, the Borrower**

By G.E. Neuenchwander  
Title: \_\_\_\_\_ [Seal]

Agreed and Consented to:

**BELOTT CORPORATION**

By \_\_\_\_\_  
Title: \_\_\_\_\_ [Seal]

**PLECO, INC.**

By \_\_\_\_\_  
Title: \_\_\_\_\_ [Seal]

STATE OF New York )  
COUNTY OF New York ) ss.

On this 29<sup>th</sup> day of May, 1985, before me personally appeared Richard J. Amey, to me personally known, who being by me duly sworn, says that he is the Vice President of Manufacturers Hanover Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said banking corporation and the foregoing instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Jordana Pomeroy  
Notary Public  
My Commission Expires: \_\_\_\_\_

JORDANA POMEROY  
Notary Public, State of New York  
No. 31-4813095  
Qualified in New York County  
Commission Expires March 30, 1986

(SEAL)

City of Washington  
STATE OF \_\_\_\_\_ )  
District of Columbia ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 6<sup>th</sup> day of June, 1985, before me personally appeared Gordon E. Neuenchwander, to me personally known, who being by me duly sworn,



STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of Beloit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(SEAL)

## **EXHIBIT A**

1. Term Loan Agreement Dated October 15, 1980, Between The Pittsburgh and Lake Erie Railroad Company and Manufacturers Hanover Trust Company
2. Guaranty Dated October 15, 1980, by PLECO, Inc. (formerly Pittsburgh and Lake Erie Company) in Favor of Manufacturers Hanover Trust Company
3. First Amendment Dated September 1, 1982, to the Term Loan Agreement, Dated October 15, 1980, Between The Pittsburgh and Lake Erie Railroad Company and Manufacturers Hanover Trust Company
4. Amended and Restated Security Agreement Dated October 15, 1980, Made by The Pittsburgh and Lake Erie Railroad Company to Manufacturers Hanover Trust Company
5. First Amendment, Dated September 1, 1982, to the Amended and Restated Security Agreement Dated October 15, 1980, Made by The Pittsburgh and Lake Erie Railroad Company to Manufacturers Hanover Trust Company
6. Amendment of Term Loan Agreement and Existing Security Agreement Dated July 1, 1983, Made by The Pittsburgh and Lake Erie Railroad Company to Manufacturers Hanover Trust Company
7. Security Agreement Dated July 1, 1983, Made by The Pittsburgh and Lake Erie Railroad Company to Manufacturers Hanover Trust Company
8. Release of Collateral Dated August 22, 1983, Made by Manufacturers Hanover Trust Company and The Pittsburgh and Lake Erie Railroad Company
9. Line of Credit Confirmation Letter Dated July 13, 1981, from Manufacturers Hanover Trust Company to The Pittsburgh and Lake Erie Railroad Company
10. Reaffirmation Letter Dated August 11, 1982, from Manufacturers Hanover Trust Company to The Pittsburgh and Lake Erie Railroad Company
11. Revolving Credit Agreement Letter Dated December 24, 1982, from Manufacturers Hanover Trust Co. to The Pittsburgh and Lake Erie Railroad Company