



0100335067

The David J. Joseph Company

August 8, 1994

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 18930 LED 1425

AUG 11 1994 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

LIBRARY
AUG 11 2 25 PM '94
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Dear Ms. Lee:

Enclosed is an original and one copy of the Assignment and Assumption Agreement dated as of July 11, 1994 between the following parties *lease is attached in Exhibit B*

Assignee: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202

Assignor: Pittsburgh and Lake Erie Properties, Inc.
Commerce Court
4 Station Square
Pittsburgh, PA 15219-1199

Please see Schedule I attached hereto, showing the equipment involved in this transaction.

Please file this agreement as a primary document. The amount of \$18.00 is included in the enclosed check.

Sincerely,

THE DAVID J. JOSEPH COMPANY

Julia R. Jones
Documentation Assistant

Enclosures

Railroad Equipment Leasing
and Marketing Division

300 Pike Street
Cincinnati, Ohio 45202-4214
(513) 621-8770
FAX (513) 345-4397

Mail Address:
P.O. Box 1078
Cincinnati, OH 45201-1078

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

AUGUST 11, 1994

JULIA R. JONES
THE DAVID J. JOSEPH COMPANY
P O BOX 1078
CINCINNATI OHIO 45201-1078

Dear MS. JONES:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/11/94 at 2:25PM, and assigned recordation number(s). 18930

Sincerely yours,

VERNON A. WILLIAMS
ACTING SECRETARY

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine you document.

Signature

Julia R. Jones

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("ASSIGNMENT AGREEMENT"), dated as of July 11, 1994, is entered into by and between THE DAVID J. JOSEPH COMPANY ("ASSIGNEE"), a Delaware corporation, and PITTSBURGH & LAKE ERIE PROPERTIES, INC., formerly known as The Pittsburgh and Lake Erie Railroad Company ("ASSIGNOR"), a corporation organized under the laws of the State of Delaware. (All initially capitalized terms used and not otherwise defined in this ASSIGNMENT AGREEMENT shall have the meanings ascribed to them in the AGREEMENT, as hereinafter defined.)

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Purchase and Sale Agreement ~~XXXXXXXXXXXXXXXXXXXX~~, (the "AGREEMENT"), pursuant to which ASSIGNEE has purchased, among other things, the Railcars described on Schedule I attached hereto (the "CARS"); and

WHEREAS, the Cars are subject to the Lease identified on Schedule I attached hereto (the "LEASE");

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers all of its right and interest in and to the LEASE to ASSIGNEE, with respect to periods commencing on and after the Closing Date, without recourse, warranty or representation of any kind or type whatsoever, except the representations and warranties under Section 5(e), (f) and (g) of the AGREEMENT.

2. ASSIGNEE hereby assumes all of the obligations of ASSIGNOR as lessor under the LEASE, with respect to periods commencing on and after the Closing Date (as such term is defined in the AGREEMENT), in connection with the fulfillment of the terms of the LEASE and with respect to periods commencing on and after the Closing Date, ASSIGNEE hereby consents that it shall be a party to the LEASE and hereby assumes ASSIGNOR'S obligations under the LEASE and agrees to such extent, to be bound by all of the terms of the LEASE and to undertake all such obligations of ASSIGNOR contained therein arising after the date hereof.

3. ASSIGNOR shall indemnify and hold ASSIGNEE harmless from and against any and all costs, claims, liabilities and causes of action including, but not limited to, attorneys' fees and costs of defending such claims and causes of action (collectively, "CLAIMS"), arising from events and occurrences prior to the Closing Date with respect to the CARS and the LEASE.

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STATE COMMISSIONER OF REVENUE

ASSIGNMENT AND ASSUMPTION AGREEMENT

4. This ASSIGNMENT AGREEMENT shall inure to the benefit of, and shall be binding upon, ASSIGNOR, ASSIGNEE, and their respective successors and assigns.

5. Amendments to this ASSIGNMENT AGREEMENT may be made only by an instrument or instruments, in writing, signed by an authorized representative of both parties hereto.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this ASSIGNMENT AGREEMENT on the date and year first above written.

ASSIGNOR:

PITTSBURGH & LAKE ERIE PROPERTIES, INC.

By: *Gordon C. Hevenshwaender*

Title: **PRESIDENT**

ASSIGNEE:

THE DAVID J. JOSEPH COMPANY

By: *James J. [Signature]*

Title: *Division Vice President*

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

On this 7th day of July, 1994, before me the subscriber, Kathy J. Shaner, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James H. Gutz to me personally known, who stated and acknowledged that he is the Division Vice President of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July, 1994.

Kathy J. Shaner
(Notary Signature)

My commission expires:

KATHY J. SHANER
Notary Public, State of Ohio
My Commission Expires June 7, 1997

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 11TH day of July, 1994, before me the subscriber,
Gloria J. Hardy, a Notary Public, duly commissioned,
qualified and acting, within and for said County and State,
appeared in person the within named Gordon E. Neuenschwander to me
personally known, who stated and acknowledged that he is the
President of Pittsburgh & Lake Erie Properties,
Inc., a Delaware corporation, and duly authorized by authority of
the Board of Directors or by-laws of said corporation in his
capacity as such officer to execute and acknowledge the foregoing
instrument for and in the name and on behalf of said corporation
and further stated and acknowledged that he has so signed, executed
and delivered the foregoing instrument as the free and voluntary
act and deed of said corporation, for the consideration, uses and
purposes therein mentioned and set forth and desired that the same
might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 11TH day of July, 1994.

Gloria J. Hardy
(Notary Signature)

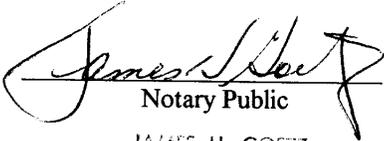
My commission expires:

Notarial Seal
Gloria J. Hardy, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 1997

Member, Pennsylvania Association of Notaries

CERTIFICATE

The undersigned, James H. Goetz, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.


Notary Public

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

RECORDATION NO. **18930** FILED 1425

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NOTARY PUBLIC STATE OF OHIO

EXHIBIT B

LEASE

THIS AGREEMENT, made the [REDACTED],
[REDACTED] by and between THE PITTSBURGH AND LAKE ERIE RAILROAD
COMPANY, hereinafter called "Lessor", and PEORIA & PEKIN UNION
RAILWAY COMPANY, hereinafter called "Lessee":

W I T N E S S E T H:

1. For and in consideration of the rents, covenants,
and conditions hereinafter mentioned, Lessor does hereby lease
to Lessee for its exclusive use, the following described rolling
stock equipment:

<u>EQUIPMENT</u>	<u>LEASE RATE</u>	<u>EFFECTIVE DATE</u>
*	[REDACTED]	[REDACTED]

*

*See "APPENDIX A" attached

2. The term of this lease shall commence on and after
the Effective Date as stated above and shall continue in effect
for a minimum term of [REDACTED]. Routing and
delivery of the leased Cars to a destination point designated by
Lessee shall be in accordance with instructions as furnished to



10. Lessee agrees to indemnify and save Lessor harmless against any and all expense, liability, demands or causes of action, whether well-founded or otherwise, including the cost of defending same, which Lessor may incur or be subject to in any manner, or by any other cause, both during and after the term of this lease, arising out of or as a result of: (1) the use, possession, or operation of the leased Cars by Lessee during the term of this lease; (2) any accident in connection with the use, possession or operation of the leased Cars by Lessee during the term of this lease resulting in damage to property, death or injury to any person, including and by no means limited to Lessee and Lessor and their employees, or pursuant to any Federal or State employer's liability, Workmen's Compensation, or other compensation law, whether or not such damage, death or injury is caused by the sole or concurring negligence of Lessor, its agents, servants or employees. Such expenses, liability or costs shall include court costs, attorney's fees, or other legal fees.

11. All claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof, shall be resolved by arbitration. A single arbitrator shall be selected by the parties and shall prescribe the rules for the arbitration proceeding.

12. Lessor shall stencil Lessee's reporting marks [REDACTED] on the Cars at Lessor's expense. At all times during the continuance of this lease, Lessee will cause each Car to bear the number assigned to it and appearing thereon as of the date of its

delivery. Upon termination of this lease for any reason, Lessee shall restore markings to all Cars prior to their redelivery to Lessor. All changes in re-markings made upon the Cars as provided herein shall be performed at the sole cost and expense of Lessee.

13. Unless otherwise stated, this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby and pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names as of the day and year first above written.

Witness:

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY

J. M. DeWalt

By: [Signature]

Title: Vice President - Marketing & Sales

APPROVED AS TO FORM
BY [Signature]

Witness:

PEORIA & PEKIN UNION RAILWAY COMPANY

Paul D Feltenstein
SECRETARY

By: [Signature]

Title: President - Leasing



"APPENDIX A"

to P&LE CONTRACT #14807

between: THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, Lessor

and: PEORIA AND PEKIN UNION RAILWAY COMPANY, Lessee

<u>EQUIPMENT</u>	<u>LEASE RATE</u>	<u>EFFECTIVE DATE</u>
PPU 180251	XXXXXXXXXX	
PPU 180812	XXXXXXXXXX	
PPU 181093		
PPU 181744		
PPU 182064		
PPU 182394		
PPU 182417		
PPU 1180224		
PPU 1180654		
PPU 1180844		
PPU 1181034		
PPU 1181384		
PPU 1181594		
PPU 1182154		
PPU 1182524		
PPU 1182564		
PPU 1182924		
PPU 1182954		
PPU 1183544		
PPU 1183784		
PPU 1183874		
PPU 118436		
PPU 1184414		
PPU 1184934		
PPU 1184984		



THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

DONALD W. LAPORTE
DIRECTOR
CAR FLEET MANAGEMENT

COMMERCE COURT
4 STATION SQUARE
PITTSBURGH, PA 15219-1199
(412) 391-8622
(412) 261-3201
TELEX: 888610

ROBERT A. MILAVEC
MANAGER
CAR FLEET MANAGEMENT
JOHN J. LAFFERTY
MANAGER
CAR FLEET ADMINISTRATION

May 19, 1987

Mr. J. B. Reeser
Transportation Department
Peoria & Pekin Union Railway Co.
101 Wesley Road
Creve Coeur, IL 61611

Dear Mr. Reeser:

Per our discussions with John Merchant, the P&LE proposes the following changes in our Agreement #14807 for the 18000 series gondolas:

- (1) [REDACTED]
- (2) [REDACTED]

All other terms of the Agreement will remain unchanged. Please indicate your concurrence with these changes by endorsement below.

We appreciate this opportunity to be of continued service.

Sincerely,

D. W. LaPORTE
Director-Car Fleet Management

AGREED AND ACCEPTED:

[REDACTED]





THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

DONALD W. LAPORTE
ASST. VICE PRESIDENT
CAR FLEET MANAGEMENT

COMMERCE COURT
4 STATION SQUARE
PITTSBURGH, PA 15219-1199
(412) 391-9822
(412) 261-3201
TELEX: 866610

ROBERT A. MILAVEC
MANAGER
CAR FLEET MANAGEMENT
JOHN J. LAFFERTY
MANAGER
CAR FLEET ADMINISTRATION

July 24, 1987

Mr. J. B. Reeser
Transportation Department
Peoria & Pekin Union Railway Co.
101 Wesley Road
Creve Coeur, IL 61611

Dear Mr. Reeser:

Per our discussions with John Merchant, the P&LE proposes the following changes in our Agreement #14807 for the 18000/118000 series gondolas:

1. [REDACTED]
2. [REDACTED] (90) cars only, the "Hess" [REDACTED] in Paragraph 2 will be changed from \$140,000 to \$155,000 per month.
3. [REDACTED]
4. [REDACTED]

All other terms of the Agreement will remain unchanged. Please indicate your concurrence with these changes by endorsement below.

We appreciate this opportunity to be of continued service.

Sincerely,

D. W. LaPorte
Assistant Vice President-
Car Fleet Management

AGREED AND ACCEPTED:

[REDACTED]
(Date)

APPROVED AS TO FORM:

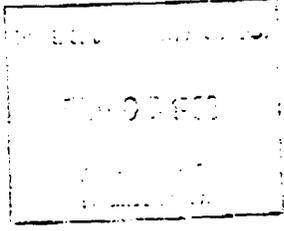
P. & L. E. R. R. Co.
14807
CONTRACT NUMBER



THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY
THE LAKE ERIE & EASTERN RAILROAD COMPANY

DONALD W. LAPORTE
DIRECTOR
CAR FLEET MANAGEMENT
JOHN R. KRUGLE
MANAGER
CAR FLEET MANAGEMENT

COMMERCE COURT
4 GIBSON SQUARE
PITTSBURGH, PA 15219-1199
PHONE 261-6622
FAX 261-3301
TELEX 800610



February 5, 1986
File: G-General

Mr. J. B. Reaser
Transportation Department
Peoria and Pekin Union Railway Co.
101 Wesley Road
Creve Coeur, IL 61611

Dear Jack:

Enclosed, for your files, is a fully-executed copy of ~~_____~~

The P&LE is pleased to be able to fill your equipment needs now and, hopefully, any future equipment needs you may have.

Jack, if you have any questions, please be sure to give me a call. Thank you.

Very truly yours,

DONALD W. LAPORTE
Director-Car Fleet Management

Enclosure: 1

/jmd

- BCC: T. Davis
- C. R. Holley
- H. C. Christie
- F. L. Herrle
- C. J. Lukenas
- D. F. Klein
- J. J. Lafferty
- J. R. Krugle



BCC: R. DePhillips - Enclosed is Contract #14807, for your safe-keeping. Thank you.

Q5



PEORIA AND PEKIN UNION RAILWAY COMPANY

101 WESLEY ROAD / CREVE COEUR, ILLINOIS 61611 / PHONE 309 694-8800

October 16, 1991

File: PPU 200

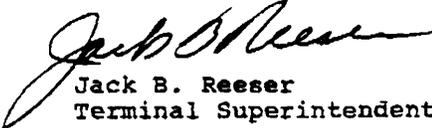
Mr. John D. Hartman
Treasurer
The Pittsburgh & Lake Erie Railroad Co.
Commerce Court
Four Station Square
Pittsburgh, PA 15219-1199

Dear Mr. Hartman:

Enclosed is your executed letter dated October 1, 1991.
Please initial the addition to Item 3 and return a copy for my
files.

We have enjoyed the use of these cars and look forward to a
continued long relationship.

Yours truly,


Jack B. Reeser
Terminal Superintendent

Encl.

9355