

REGISTRATION NO 17053  
OCT 5 1990 10:50 AM  
INTERSTATE COMMERCE COMMISSION

REGISTRATION NO 17053  
OCT 5 1990 10:50 AM  
ALL LAW OFFICES OF  
DAVID E. FOX  
SUITE 103  
1325 18TH STREET, N W  
WASHINGTON, D C 20036

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October 4, 1990

Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, Northwest  
Washington, D. C. 20423

Dear Secretary:

Enclosed herewith is one original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents, as listed below, are primary documents dated September 26, 1990:

1. New York IDA Mortgage
2. New York Non-IDA Mortgage
3. New York Class 2 Mortgage (Otsego IDA);
4. New York Class 2 Mortgage;
5. New Jersey Class 2 Mortgage;
6. New Jersey Property Mortgage;
7. Collateral Assignment of Leases and Rents (NY);
8. Collateral Assignment of leases and Rents (NJ-Delaware Otsego);
9. Collateral Assignment of Leases and Rents (NJ-Corporate Guarantors);
10. Pledge and Security Agreement (Accounts);
11. Pledge and Security Agreement (All);
12. Assignment of Proceeds (Little Ferry);
13. Assignment of Proceeds, Agreements and Contracts; and Pledge and Assignment.

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

- Delaware Otsego Corporation
- Cooperstown and Charlotte Valley Railway Corporation
- Central New York Railroad Corporation
- Fonda, Johnstown and Gloversville Railroad Company

*[Handwritten signatures]*

Secretary  
Interstate Commerce Commission  
October 4, 1990  
Page 2

Lackawaxen and Stourbridge Railroad Corporation  
Fonfulco, Inc.  
Delaware Otsego Equipment Corporation  
The New York, Susquehanna and Western Railroad Corporation  
Susquehanna Properties, Inc.  
Delta Warehousing Corporation  
Staten Island Railway Corporation  
Rahway Valley Railroad Company  
Rahway Valley Company, Lessee  
Susquehanna Bulk Systems, Inc.  
1 Railroad Avenue  
Cooperstown, New York 13326

Chemical Bank *Lisser*  
90 Presidential Plaza  
Syracuse, New York 13202

A description of the equipment covered by the documents is as follows:

All machinery, apparatus, equipment, fittings, inventory and fixtures now owned or hereafter acquired, including all locomotives, railcars, railroad rolling stock and maintenance-of-way equipment.

A fee of \$210.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Ronald A. Mittleman, Esq., Lacy Katzen, Ryen & Mittleman, The Granite Building, 130 East Main Street, 2nd Floor, Rochester, New York, 14604-1686.

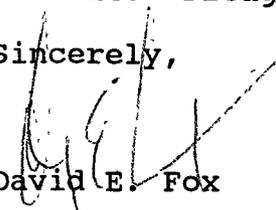
A short summary of the documents to appear in the index follows:

1. New York IDA Mortgage;
2. New York Non-IDA Mortgage;
3. New York Class 2 Mortgage (Otsego IDA);
4. New York Class 2 Mortgage;
5. New Jersey Class 2 Mortgage;
6. New Jersey Property Mortgage;
7. Collateral Assignment of Leases and Rents (NY);
8. Collateral Assignment of Leases and Rents (NJ-Delaware Otsego);
9. Collateral Assignment of Leases and Rents (NJ-Corporate Guarantors);

Secretary  
Interstate Commerce Commission  
October 4, 1990  
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10. Pledge and Security Agreement (Accounts);
11. Pledge and Security Agreement (All);
12. Assignment of Proceeds (Little Ferry);
13. Assignment of Proceeds, Agreements and Contracts; and
14. Pledge and Assignment.

Sincerely,



David E. Fox

DEF:trc

Enclosure(s)

trc\d:\wp\letters\delaware.ltr

2061X (NY)

17053-*P*

RECORDING NO. \_\_\_\_\_ FILED 145

OCT 5 1990 <sup>SP</sup> -10 50 AM

INTERSTATE COMMERCE COMMISSION

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COOPERSTOWN AND CHARLOTTE VALLEY  
RAILWAY CORPORATION; CENTRAL NEW YORK RAILROAD CORPORATION;  
FONDA, JOHNSTOWN AND GLOVERSVILLE RAILROAD CORPORATION;  
LACKAWAXEN AND STOURBRIDGE RAILROAD CORPORATION; DELAWARE  
OTSEGO EQUIPMENT CORPORATION; THE NEW YORK, SUSQUEHANNA  
AND WESTERN RAILWAY CORPORATION; SUSQUEHANNA PROPERTIES,  
INC.; FONFULCO, INC.; SUSQUEHANNA BULK SYSTEMS, INC.; STATEN  
ISLAND RAILWAY CORPORATION; DELTA WAREHOUSING CORPORATION;  
RAHWAY VALLEY RAILROAD COMPANY; RAHWAY VALLEY COMPANY, LESSEE

AND

CHEMICAL BANK

---

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

---

Dated: As of September 27, 1990

Location:

RECORD AND RETURN TO:

Lacy, Katzen, Ryen & Mittleman  
The Granite Building  
130 East Main Street  
Rochester, New York 14604  
Attention: Ronald A. Mittleman, Esq.

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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of the 27th day of September, 1990, between CHEMICAL BANK, a New York banking corporation having an office at 90 Presidential Plaza, Syracuse, New York 13202 (hereinafter referred to as the "Assignee"), and DELAWARE OTSEGO CORPORATION, a New York corporation (the "Borrower") and COOPERSTOWN AND CHARLOTTE VALLEY RAILWAY CORPORATION, a New York corporation ("Cooperstown"), CENTRAL NEW YORK RAILROAD CORPORATION, a New York corporation ("Central"), FONDA, JOHNSTOWN AND GLOVERSVILLE RAILROAD COMPANY, a New York corporation ("Fonda"), FONFULCO, INC., a New York corporation ("Fonfulco"), LACKAWAXEN AND STOURBRIDGE RAILROAD CORPORATION, a Pennsylvania corporation ("Lackawaxen"), DELAWARE OTSEGO EQUIPMENT CORPORATION, a New York corporation ("Delaware"), THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION, a New York corporation ("New York"), SUSQUEHANNA PROPERTIES, INC., a New York corporation ("Susquehanna"), SUSQUEHANNA BULK SYSTEMS, INC., a New Jersey corporation ("Bulk"), STATEN ISLAND RAILWAY CORPORATION, a New York corporation ("Staten"), DELTA WAREHOUSING CORPORATION, a New Jersey corporation ("Delta"), RAHWAY VALLEY RAILROAD COMPANY, a New Jersey corporation ("Rahway") and RAHWAY VALLEY COMPANY, LESSEE, a New Jersey corporation ("Valley") (Cooperstown, Central, Fonda, Fonfulco, Lackawaxen, Delaware, New York, Susquehanna, Bulk, Staten, Delta, Rahway and Valley collectively referred to herein as the "Corporate Guarantors"); the Corporate Guarantors and the Borrower all having their offices and principal places of business at 1 Railroad Avenue, Cooperstown, New York 13326 (all of the above hereinafter collectively referred to as the "Assignor"); and CHEMICAL BANK, a New York banking corporation with an office at 90 Presidential Plaza, Syracuse, New York 13202.

## W I T N E S S E T H:

THAT the Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to the Assignee the entire landlord's interest in and to all existing leases, easements, rights of way, agreements, contracts of any nature or however described or designated, whether now in existence or hereafter entered into, covering or affecting all or any part of those certain lots or pieces or parcels of land and building(s), more particularly described in Exhibit "A" annexed hereto and made a part hereof, and

THAT the entire tenant's interest in and to all existing ground leases, including all modifications, extensions and renewals of the ground leases and all credits, deposits, options, purchase options, privileges and rights of the Assignor under the ground leases, including but not limited to, the right, if any, to renew or extend

the ground leases for a succeeding term or terms or to acquire fee title to or other interest in all or any portion of the Premises (as hereinafter defined), the leasehold or the improvements covering or affecting all or any part of those certain lots or pieces or parcels of land and building(s), more particularly described in Exhibit "B" annexed hereto and made a part hereof (the said premises set forth in Exhibits "A" and "B" together with the buildings and improvements now or hereafter erected thereon being hereinafter collectively referred to as the "Premises").

TOGETHER WITH all leases, ground leases, tenancies and occupancy agreements hereafter made (including modifications and extensions of existing leases, ground leases, tenancies and occupancy agreements) covering the Premises or any portion thereof; this assignment of present and future leases, tenancies and occupancy agreements being effective without any further or supplemental assignment of any nature whatsoever (all present and future leases, ground leases, tenancies and occupancy agreements are hereinafter collectively referred to as the "Lease") (Primary Leases shall mean the leases identified on Schedule A attached).

TOGETHER WITH all rents, income and profits arising from the Lease and renewals thereof and together with all rents, income and profits for the use and occupation of the Premises.

THIS Assignment is made for the purposes of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by certain notes and secured by certain mortgages of even date herewith (said mortgages and notes are hereinafter collectively referred to as the "Mortgage").

B. Payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment or of the Mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein in the Mortgage or in any of the Financing Documents (as defined in a certain Loan Agreement dated the date hereof (the "Loan Agreement") between Delaware Otsego Corporation and the Assignee.

D. The payment of any sum becoming due and payable to the Assignee under the provisions of the guaranty of payment dated the date hereof (the "Guaranty").

THE ASSIGNOR WARRANTS AND REPRESENTS to the Assignee, in order to induce the Assignee to make the loan secured by the Mortgage and to accept this Assignment, that (i) the Assignor is the sole owner of the entire landlord's interest in the Lease, where applicable, (ii) the Assignor is the sole owner of the entire tenant's interest in the Lease, where applicable, and (iii) the Lease is valid and enforceable and in full force and effect and has not been altered, modified or amended in any manner whatsoever except as herein set forth and (iv) no rent reserved in the Lease has been assigned, pledged or in any manner transferred to or hypothecated except pursuant to this Assignment and (v) no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of the Lease.

THE ASSIGNOR COVENANTS WITH THE ASSIGNEE to observe and perform all the obligations imposed upon the landlord or the tenant under the Lease, as applicable, and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising from the Premises; not to subordinate the Lease to any mortgage (other than the Mortgage) or other encumbrance or permit, consent, or agree to such subordination without the prior written consent of the Assignee; not to alter, modify or change the terms of the Primary Leases or give any consent to exercise any option required or permitted by such terms without the prior written consent of the Assignee, or cancel or terminate the Primary Leases or accept a surrender thereof, or convey or transfer or suffer or permit a conveyance or transfer of the Premises, or of any interest therein, so as to effect directly or indirectly, approximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of Assignor hereunder; not to alter, modify or change the terms of any guaranty of the Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under the Lease not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent Leases upon all or any part of the Premises described in the Lease or the Mortgage, and to execute and deliver at the request of the Assignee all such further assurances, confirmations and assignments in the Premises as the Assignee shall, from time to time, reasonably require.

THIS ASSIGNMENT IS MADE ON THE FOLLOWING TERMS, COVENANTS AND CONDITIONS:

1. So long as there shall exist no default by the Assignor in the payment of the principal sum, interest and indebtedness secured hereby or by the Mortgage or in any obligation contained in the Lease on the part of the Assignor to be performed, the Assignor may

continue to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under the Lease or from the Premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of the principal sum, interest and indebtedness secured hereby and by the Mortgage or in any obligation contained herein on the part of the Assignor to be performed, the Assignee, without in any way waiving such default, may, at its option, without notice and without regard to the adequacy of the indebtedness secured hereby and by the Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may in its sole discretion deem proper and either with or without taking possession of the Premises in its own name, demand, sue for, or otherwise collect and receive all rents, income, and profits of the Premises, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee and to apply such rents, income and profits to the payment of: (i) all expenses of managing the Premises, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as the Assignee may deem necessary or desirable, and (ii) all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (iii) the principal sum, interest and indebtedness secured hereby and by the Mortgage, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph, numbered "2", as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this paragraph, numbered "2", and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any default by the Assignor under the Mortgage or the Lease or this Assignment, any statute, law, custom or use to the contrary notwithstanding.

3. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises after default or from any other act or omission of the Assignee in managing the Premises after default unless such loss is caused by the willful misconduct or bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation,

duty or liability under the Lease or under or by reason of this Assignment and the Assignor shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Lease or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease, unless resulting from the willful misconduct or bad faith of Assignee. Should the Assignee incur any such liability under the Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor to do so the Assignee may, at its option, declare all sums secured hereby and by the Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee, nor for the carrying out of any of the terms and conditions of the Lease; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, unless resulting from the willful misconduct or bad faith of Assignee.

4. The Assignor hereby authorizes and directs the tenant named in the Lease or any other tenant or future tenant or occupant of the Premises upon receipt from the Assignee of written notice (which is hereby authorized to be given at any time while the Loan is outstanding) to the effect that the Assignee is then the holder of the Mortgage and that a default exists thereunder or under this Assignment to pay over to the Assignee, without court order, all rents, income and profits arising or accruing under the Lease or from the Premises and to continue to do so until otherwise notified by the Assignee.

5. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

6. The term "Lease" as used herein means the leases hereby assigned and, at the option of the Assignee, any extension or renewal thereof and any leases subsequently executed during the term of this Assignment covering the Premises or any part thereof.

7. Nothing, contained in this Assignment and no act done or omitted by the Assignee pursuant to the power and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The rights of the Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. Nothing herein contained shall be construed as constituting the Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions herein contained. In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being expressly waived and released by the Assignor.

9. In case of any inconsistency or conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall in all cases govern and control.

10. This Assignment is made pursuant to the provisions of Section 291-f of the Real Property Law of the State of New York.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the Mortgage and shall be binding upon the Assignor, and its successors and assigns and any subsequent owner of the Premises.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor the day and year first above written.

COOPERSTOWN AND CHARLOTTE VALLEY  
RAILWAY CORPORATION

*Assigned  
APL*

By:



William B. Blatter  
Senior Vice President  
Chief Financial Officer

CENTRAL NEW YORK RAILROAD CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

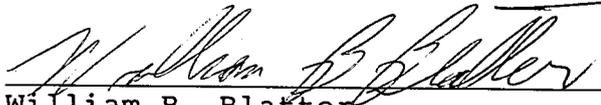
FONDA, JOHNSTOWN AND GLOVERSVILLE  
RAILROAD CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

LACKAWAXEN AND STOURBRIDGE RAILROAD  
CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

DELAWARE OTSEGO EQUIPMENT CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

THE NEW YORK, SUSQUEHANNA AND WESTERN  
RAILWAY CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

SUSQUEHANNA PROPERTIES, INC.

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

FONFULCO, INC.

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

SUSQUEHANNA BULK SYSTEMS, INC.

By: \_\_\_\_\_

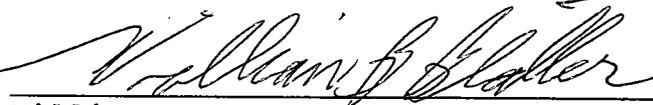
STATEN ISLAND RAILWAY CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

DELTA WAREHOUSING CORPORATION

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

RAHWAY VALLEY RAILROAD COMPANY

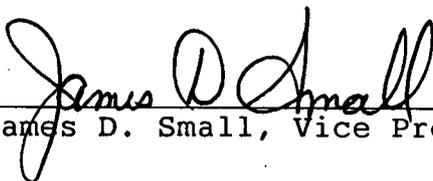
By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

RAHWAY VALLEY COMPANY, LESSEE

By:   
William B. Blatter  
Senior Vice President  
Chief Financial Officer

In the presence of:

CHEMICAL BANK

By:   
James D. Small, Vice President

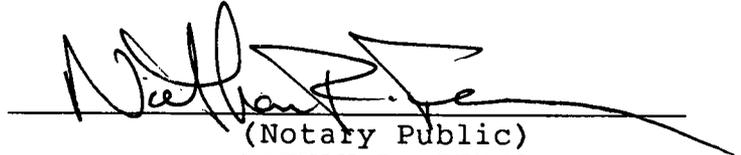
2061X (NY)

STATE OF NEW YORK)

SS.:

COUNTY OF MONROE )

On this 27 day of September, 1990, before me personally came William B. Blatter, to me known, who, being by me duly sworn did depose and say that he resides in New Hartford NY; that he is the Senior Vice President of COOPERSTOWN AND CHARLOTTE VALLEY RAILWAY CORPORATION, a New York corporation, CENTRAL NEW YORK RAILROAD CORPORATION, a New York corporation, FONDA, JOHNSTOWN AND GLOVERSVILLE RAILROAD COMPANY, a New York corporation, FONFULCO, INC., a New York corporation, LACKAWAXEN AND STOURBRIDGE RAILROAD CORPORATION, a Pennsylvania corporation, DELAWARE OTSEGO EQUIPMENT CORPORATION, a New York corporation, THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION, a New York corporation, SUSQUEHANNA PROPERTIES, INC., a New York corporation, STATEN ISLAND RAILWAY CORPORATION, a New York corporation, DELTA WAREHOUSING CORPORATION, a New Jersey corporation, RAHWAY VALLEY RAILROAD COMPANY, a New Jersey corporation and RAHWAY VALLEY COMPANY, LESSEE, a New Jersey corporation, the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.



(Notary Public)

NATHAN R. FENNO

Notary Public for the

State of New York

Qualified in Otsego County

4786561

Commission Expires 03/30/91

SUSQUEHANNA BULK SYSTEMS, INC.

by:



Paul Garber  
President

Attest:

  
Secretary

STATE OF NEW YORK

COUNTY OF OTSEGO

On this 27 day of September, 1990, before me personally came Paul Garber, to me known, who, being duly sworn did depose and say that he resides in Ridgewood, New Jersey; that he is the President of Susquehanna Bulk Systems, Inc., a New Jersey corporation, one of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of such corporation.

  
Notary Public

NATHAN R. FENNO  
Notary Public, State of New York  
Otsego County, No. 4786561  
My Term Expires 3/30/91

2061X (NY)

STATE OF NEW YORK)

SS.:

COUNTY OF MONROE )

On this \_\_\_\_ day of September, 1990, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he resides in \_\_\_\_\_; that he is the \_\_\_\_\_ of SUSQUEHANNA BULK SYSTEMS, INC., a New Jersey corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

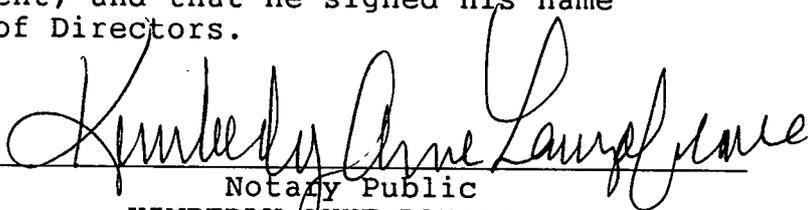
\_\_\_\_\_  
(Notary Public)  
NATHAN R. FENNO  
Notary Public for the  
State of New York  
Qualified in Otsego County  
4786561  
Commission Expires 03/30/91

STATE OF NEW YORK)

SS.:

COUNTY OF MONROE )

On this 20th day of September, 1990, before me personally came James D. Small, to me known, who, being by me duly sworn did depose and say that he resides in Fayetteville, New York; that he is a Vice President of CHEMICAL BANK, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

  
\_\_\_\_\_  
Notary Public  
KIMBERLY ANNE LANZAFAME  
Notary Public for the  
State of New York  
Qualified in Monroe County  
Commission Expires 06/02/92

NY IDA-MORTGAGE

Utica Branch

Broome County, New York

ALL THAT LINE OF RAILROAD being Grantor's Utica Branch, identified as Line Code 6252 in the Records of the United States Railway Association and also being the former Erie Lackawanna's Utica Branch also identified in the Clerk's Office of Broome County, New York in Liber 1281 at page 188 and BEGINNING at a Lateral Cut Line dividing Line Code 6252 (Utica Branch) from Line Code 6251 (Syracuse Branch) at Chenango Forks in the vicinity of Railroad Mile Post 202.6 near High Street, southwest of the Tioughnioga River in the town of Chenango, Broome County, New York, said Lateral Cut Line is indicated by a heavy black line on Exhibit A hereof, and thence continues in a general northeasterly direction across the Tioughnioga River to and passing through the Town of Barker to the county Line between the Town of Barker in Broome County and Town of Greene in Chenango County, New York; and

Syracuse Branch

Broome County, New York

ALL THAT LINE OF RAILROAD being a portion of Grantor's Syracuse Branch identified as Line Code 6251 in the records of the United States Railway Association and also being the former Erie Lackawanna's Syracuse Branch also identified in the Clerk's Office of Broome County, New York in Liber 1281 at page 187 and BEGINNING north of the City Line of the City of Binghamton and North of Old State Road in the Town of Dickinson, Broome County at Railroad Mile Post 194 as indicated by a heavy black line on Exhibit B hereof and continuing in a northerly direction passing through Dickinson, Fenton, across the Chenango River through Chenango, Chenango Bridge, Chenango Forks, Barker and running parallel to the Tioughnioga River in a general northwesterly direction, and passing through Whitney Point, Triange, Lisle to the County Line near Killawog between the Town of Lisle, Broome County and Town of Marathon, Cortland County, New York.

Utica Branch

Chenango County, New York

ALL THAT LINE OF RAILROAD being Grantor's Utica Branch, identified as Line Code 6252 in the Records of the United States Railway Association and also being the former Erie Lackawanna's Utica Branch also identified in the Clerk's Office of Chenango County, New York in Liber 586 at page 905 and EXTENDS from at the County Line between the Town of Barker, in Broome County and Town of Green in Chenango County, New York and continues in a general northeasterly direction through the Town of Greene and passes

through Willards, crossing the Chenango River, passing through Brisben, Oxford, Coventry and Norwich, and again crossing the Chenango River and passing through the Town of Sherburne to the County Line between the Town of Sherburne, Chenango County and Town of Hamilton, Madison County, New York.

Syracuse Branch

Cortland County, New York

ALL THAT LINE OF RAILROAD being a portion of Grantor's Syracuse Branch identified as Line Code 6251 in the records of the United States Railway Association and also being the former Erie Lackawanna's Syracuse Branch also identified in the Clerk's Office of Cortland County, New York in Liber 358 at page 580 and EXTENDS from the County Line between the Town of Lisle, Broome County and Town of Marathon, Cortland County, New York and continuing in a general northwesterly direction somewhat parallel to the Tioughnioga River and passing through Marathon, Lapeer, Messengerville, Virgil, Cortlandville, Blodgetts Mills, Cortland, Homer and Preble to the County Line between the Town of Preble, Cortland County and Town of Tully, Onondaga County, New York.

Utica Branch

Madison County, New York

ALL THAT LINE OF RAILROAD being Grantor's Utica Branch, identified as Line Code 6252 in the records of the United States Railway Association and also being the former Erie Lackawanna's Utica Branch also identified in the Clerk's Office of Madison County, New York in Book 709 at page 762 and EXTENDS from at the county Line between the Town of Sherburne in Chenango County and Town of Hamilton near Earlville in Madison County, New York and continues in a general northeasterly direction passing through Earlville and Hamilton, crossing the Chenango River and continues to Poolville again crossing the Chenango River and continuing northeasterly passing through Hubbardsville and Brookfield to the County Line between the Town of Brookfield, Madison County and Town of Sangerfield, Oneida County, New York.

Utica Branch

Oneida County, New York

ALL THAT LINE OF RAILROAD being Grantor's Utica Branch identified as Line Code 6252 in the records of the United States Railway Association and also being the former Erie Lackawanna's Utica Branch also identifies in the Clerk's Office of Oneida County, New York in Book 2070 at page 301 and EXTENDS from at the County Line between the town of Brookfield, Madison County and Town of Sangerfield, Oneida County, New York and continues in a general northeasterly direction passing through Sangerfield, Waterville, Marshall, Marshall's Crossing, Paris, Green's Crossing, Cassville, Richfield Junction, Clayville, Sauquoit, New Hartford,

Chadwicks, Washington Mills and ending in Utica, Oneida county, New York at the Lateral Cut Line as indicated by heavy black line on Exhibit C ;hereof; and

TOGETHER with the Utica Branch track which extends from the Lateral Cut Line, as indicated on Exhibit D, east of Hoyt Street in Utica, New York and which Utica Branch track runs parallel to Water Street and crosses Genesee Street to a point of ending at Railroad Mile Post 286.9 on the West Side of the Union Passenger Station in Utica; and

TOGETHER with whatever right, title and interest Grantor may have in the Blue Line Spur extending from the point of switch on Grantor's Utica Branch in the vicinity of Whitesboro and Schuyler Streets, continues and turns in a general northwesterly direction and goes parallel with Oriskany Street to this ending at approximately 5th Street in Utica, Oneida County, New York; and

TOGETHER with whatever right, title and interest Grantor may have in the Fay Street Spur extending from the point of switch on Grantor's Utica Branch in the vicinity of Wheeler Avenue and Oswego Street, Utica, New York and continues northeasterly, partly along Hamilton Avenue to Sunset Avenue, parallel with Wheeler Avenue crossing Roberts Street and ;thence along Fay Street to its point of ending in the vicinity of Lafayette Street, Utica, Oneida County, New York.

West Shore Branch

New Hartford Industrial Trach & Mills Industrial Track

Oneida County, New York

ALL THAT LINE OF RAILROAD being a portion of Grantor's West Shore Branch identified as Line Code 4733 in the records of the United States Railway Association and also being the former Penn Central's West shore Branch as identified in the Clerk's Office of Oneida County in Book 2070 at page 118 and BEGINS at the Lateral Cut Line as identified in the said Clerk's Office in Book 2070 at page 138 and extends from the intersection of the east line of Grantor's Utica Branch and West Shore Branch at approximately Railroad Mile Post 232.7 in South Utica, Oneida County, New York and thence continuing in a Westerly direction from said Mile Post to Railroad Mile Post 234.7 in South Utica, Oneida County, New York and thence continuing in a Westerly direction from said Mile Post to Railroad Mile Post 234.3 on the east side of Campion Road in New Hartford, Oneida County, New York; and

TOGETHER with the New Hartford Industrial Track beginning at a point of switch in the vicinity of Richardson Avenue and thence extending in a southwesterly direction tot he east side of Genesee Street, New Hartford, Oneida County, New York; and

TOGETHER with the Mills Industrial Track beginning at a point of switch, West of the aforesaid New Hartford Industrial Track, and

continuing in a general northerly direction to a point South of Campbell Avenue in New York Mills, Whitestown, Oneida County, New York.

Syracuse Branch

Onondaga County, New York

ALL THAT LINE OF RAILROAD being a portion of Grantor's Syracuse Branch identified as Line Code 6251 in the records of the United States Railway Association and also being the former Erie Lackawanna's Syracuse Branch also identified in the Clerk's Office of Onondaga County, New York in Deed Book 2678 at page 96 and 97 and being the railroad right of way which EXTENDS from the County Line between the Town of Preble, Cortland County and Town of Tully, Onondaga County, New York and continuing in a general northwesterly direction and passing through Tully, Fabius, Apulia, Lafayette, Onativia and Dewitt and ending at Railroad Mile Post 264.3 , which is 300 feet, more or less, north of Seneca Street, South of Jamesville, Onondaga County, New York.

The foregoing premises is situate in areas of Onondaga County with the following numerical designations:

Tully Farm Lots 49, 39, 40.

Fabius Farm Lots 31, 21, 11, 1.

LaFayette Farm Lots 91, 90, 75, 60, 61, 45, 46, 36, 25, 15, 2, 3.

Dewitt (Manlius) Farm Lot 92.

COOPERSTOWN AND CHARLOTTE VALLEY RAILWAY

ALL THE RIGHT, TITLE AND INTEREST of the party of the first part in and to those tracts, pieces, or parcels of land, with the tracks, buildings, and improvements thereon situate, lying and being in the Towns of Milford, Hartwick, Middlefield, and Otsego, County of Otsego, and State of New York, being the line of railway Company's Cooperstown Branch, the route and termini of which being more particularly described as follows: BEGINNING at a point on each of the two railroad tracks known as the wye tracks, said beginning points each being ten (10) feet southerly of the southerly boundary line of State Highway Route 7, as said highway exists on the date of this deed and located at Cooperstown Junction in the Town of Milford, County of Otsego, and State of New York, and thence extending in a northerly direction in and through the Towns of Milford, Hartwick, Middlefield and Otsego, and the Village of Milford, to a point of terminus in the Village of Cooperstown, all in the County of Otsego, State of New York, a distance of approximately 16.39 miles containing in all approximately 143.34 acres of land.

TOGETHER with all fixtures, structures, buildings and improvements of whatever kind or description thereon and appurtenant thereto including without limitation, any and all main, spur, industrial, switching, storage, yard or terminal tracks, turnouts, bridges, trestles, culverts, fences, signals, telegraph, telephone and other communication facilities, tenements and hereditaments, and any and all rights, powers, franchises, privileges and immunities of the party of the first part connected with said line of railroad.

EXCEPTING AND RESERVING FROM the above described real property, a parcel of land ten (10) feet in width bounded on the north by State Highway Route 7 as it exists on the date of this deed, and bounded on the west by a line which at all points is at a distance of thirty-three (33) feet easterly measured radially from the center line of the geographically west wye tract, and bounded on the east by a line which at all points is at a distance of eight and five-tenths (8.5) feet westerly measured radially from the centerline of the geographically east wye track.

EXCEPTING AND RESERVING small parcels heretofore conveyed to Agway, Inc. and to the Delaware Otsego Corporation at Cooperstown, New York.

It is the intention of this instrument to convey all the right, title and interest of the party of the first part in and to all the land area and right of way comprising Delaware and Hudson Railway Company's Cooperstown Branch, as described herein, excepting only the real property described in the above exceptions and reservations. BEING a portion of the premises described in a

deed dated April 6, 1971 from Delaware & Hudson Railway Company to Cooperstown & Charlotte Valley Railway Corporation which Deed was recorded on April 7, 1971 in Liber 614 of Deeds at Page 822, in the office of the clerk of the County of Otsego.

TOGETHER with the appurtenances and all the estate and rights of the Mortgagor in and said premises, and together with all fixtures and articles of personal property now or hereafter attached to or used in connection with the premises, all of which are covered by this mortgage.

SUBJECT, HOWEVER, (a) in respect of existing equipment to agreements or leases now in effect or hereafter made and (b) in respect of property or equipment acquired after the date of this mortgage to liens thereon or leases or agreements for use existing or made at the time of such acquisition.

#### CENTRAL NEW YORK RAILROAD

ALL THOSE CERTAIN PIECES OR PARCELS of Erie Lackawanna Railway Company's Richfield Springs Branch, commencing at M. P. 273.25 in the Town of Paris, Oneida County, New York, and running in a generally easterly direction through the counties of Oneida, Otsego and Herkimer, in the State of New York, to M. P. 295.02 in the Village of Richfield Springs, County of Herkimer, State of New York, and more fully described as follows: BEGINNING at a monumented point being the most northeasterly corner of a parcel of land conveyed by J. Corbett to the former Utica, Chenango and Susquehanna Railroad, now Erie Lackawanna Railway Company, by deed dated October 16, 1869 and recorded in the County of Oneida, August 11, 1870 in deed record book 303, page 415, thence;

1. S. 27 deg. 23' W. from said beginning point being 78' distant easterly by rectangular measurement from centerline of Richfield Springs Branch, 540' to a monumented angle point;
2. S. 5 deg. 23' W. 166', more or less, to a monumented angle point;
3. S. 23 deg. 53' W. 139', more or less, to a monumented angle point;
4. S. 32 deg. 23' W. 58.35' to a monumented angle point;
5. N. 52 deg. 30' W. 65', more or less, to a point 25' distant northwesterly by rectangular measurement from centerline of track of Richfield Springs Branch'
6. On a curve to the right having a radius of 2,387.50', being concentric with and 25' distant northeasterly from centerline of track of Richfield Springs Branch 440', more or less, as measured along circular curve by 100' chords to point of tangent;
7. N. 23 deg. 58' E. 226', more or less, to a point being 15'

distant southeasterly by rectangular measurement from centerline of the most easterly track of main line;

8. Northeasterly, 246', more or less, to the point or place of beginning.

ALSO, all the property acquired by the 128 documents as set forth on sheets marked Exhibit "A" attached to the Deed between Thomas F. Patton and Ralph S. Tyler, Jr., Trustees of the Property of Erie Lackawanna Railway Company, Grantor, and Central New York Railroad Corporation, Grantee, dated December 6, 1973 and recorded in the Oneida County, New York, Clerk's Office in Liber 1987 of Deeds at page 885, in the Herkimer County Clerk's Office at Liber 632 of Deeds at Page 531, and in the Otsego County Clerk's Office at Liber 635 of Deeds at Page 214.

SUBJECT, nevertheless to all legal highways, easements, restrictions and covenants of record, if any.

FONDA, JOHNSTOWN AND GLOVERSVILLE RAILROAD

All of the track and appurtenances thereto those certain pieces or parcels of land, property and estate whatsoever and wheresoever situated and belonging to party of the first part and howsoever the same may have been acquired, said conveyance shall include the main right-of-way owned and operated by the party of the first part as a railroad running from the main line of the New York Central at Fonda, New York to its terminus in Broadalbin, New York; said main line runs through the Town of Mohawk; Village of Fonda, City of Gloversville City of Johnstown, Village of Broadalbin, all of which are located in the Counties of Fulton and Montgomery, and also all rights of way, railway spur line, siding and rights of access which the party of the first part owns or possesses adjacent to, near, or in the vicinity of such main line; also, all right, title and interest which the party of the first part has in and to rights-of-way, easements, pieces and parcels of railway right-of-way, formerly operated by the party of the first part and located in the counties of Montgomery, Fulton and Schenectady.

ALSO, ALL RIGHT, TITLE AND INTEREST, in and to the buildings and parcels, a more particularly described as follows: Freight office and depot located at 111 W. Fulton Street, Gloversville, New York and the Section house to the rear of said depot bordering on Pine Street in the city of Gloversville, N.Y.; also, the paint store building and the former bus garage annex located adjacent to said Freight House and Depot and also located in and about 111 W. Fulton Street, Gloversville, New York; Also the structure or building known as the Cayadutta Coal House, adjacent to the 111 W. Fulton Street property and bordering on Cayadutta Street, Gloversville, New York and including the Pump House adjacent to said coal House; Also, a large warehouse which was the former bus garage located at 140 Broad Street, City of Gloversville, New York, now rented to Adirondack Wood products and

Millwork Co., Also, a small building or shanty located on the Corner of Kingsboro Avenue and 11th Avenue, Gloversville, N.Y., now rented to Thomas Kadle; Also, the Passenger Depot (which is presently damaged by fire) and the Freight Office located in the Village of Broadalbin, New York, which freight house is presently rented to Fiber Conversions, Inc. Also, a small Section House located in Broadalbin, New York, and a small parcel and building located at 28 West State Street, City of Johnstown, New York. Also, a Section House located off Main Street in the Village of Fonda, New York. Also, such other miscellaneous parcels and pieces, buildings or interest in land owned by the party of the first part in the Counties of Montgomery, Fulton and Schenectady, State of New York, as more particularly recorded and described in the offices of the County Clerk's of each respective county.

Hudson Secondary Branch: Orange County, New York

ALL THAT LINE OF RAILROAD being a portion of the Hudson Secondary Branch identified as Line Code 0101 in the records of the United States Railway Association and also being the former Lehigh and Hudson River Railway Company's Main Line also identified in the Clerk's Office of Orange County, New York, in Liber 2110 at page 818 and BEGINS at Railroad Mile Post 21.0 in New Milford, Orange County, New York, and EXTENDS from said Mile Post in a general southwesterly direction passing through New Milford to the State Line between New York and New Jersey.

Utica Engine House

All that piece or parcel of land and building known as the former Erie Lackawanna Utica Freight House situate in the City of Utica, County of Oneida, State of New York, bounded and described as follows:

Beginning at a point in the northerly street line of Water Street, said point being distant North 85 degrees 30' East two hundred seventeen feet (217'), more or less, from the intersection of the division line between Great Lots No. 96 and No. 97 with the aforesaid northerly street line of Water Street; thence North 4 degrees 10' East one hundred thirty feet (130'), more or less, to a point; thence at right angles to the last mentioned course and along the northerly edge of the existing freight house platform South 85 degrees 50' East four hundred ninety feet (490') to a point; thence at right angles to the last mentioned course South 4 degrees 10' West seventy six feet (76'), more or less, to a point in the northerly street line of Water Street; thence along the northerly street line of Water Street North 83 degrees 23' West one hundred five feet (105'), more or less, to an angle point in the said street line; thence along the said street line South 85 degrees 30' West three hundred ninety feet (390'), more or less, to the point or place of beginning, containing 1.07 acres of land, more or less.

The above described land and building includes portions of parcels Nos. 54 thru 60 and No. 68 as shown on the Valuation Map V-34/S.L. 76 of the railroad formerly owned and operated by the Erie-Lackawanna Railroad Company and filed in the office of the Delaware Otsego Corporation at 1 Railroad Avenue, Cooperstown, New York 13326.

PARCEL 8 - SHEET 20 - SERIES 5

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All that lot, piece or parcel of land situate, lying and being in the Village of Cooperstown, County of Otsego, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Main Street at its point of intersection with the westerly line of Railroad Avenue; thence  $S25^{\circ}-25'-00''W$  along the westerly line of Railroad Avenue a distance of 238.96 feet to a point; thence  $S35^{\circ}-29'-50''W$  still along said Railroad Avenue a distance of 184.75 feet to a point; thence  $N53^{\circ}-48'-10''W$  along lands now or formerly of Agway a distance of 42.00 feet to a point; thence  $S35^{\circ}-29'-50''W$  still along said Agway lands a distance of 341.78 feet to a point in the northerly line of Glen Avenue; thence  $N57^{\circ}-15'-10''W$  along the northerly line of Glen Avenue a distance of 54.13 feet to a point; thence  $N33^{\circ}-37'-29''E$  along lands now or formerly of Blacksmith and lands now or formerly of Contro a distance of 253.45 feet to a point; thence  $N28^{\circ}-58'-18''E$  along the said Contro and the face of the retaining wall and masonry building on said Contro's land a distance of 413.24 feet to a point in the southerly line of the aforementioned Main Street; thence  $N83^{\circ}-05'-15''E$  along the southerly line of Main Street a distance of 148.29 feet to the point of beginning. Containing 1.56 acres of land more or less.

PARCEL - "EDGEWATER"

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All that lot, piece or parcel of land situate, lying and being in the Village of Cooperstown, County of Otsego, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Lake Street at its point of intersection with the easterly line of Fair Street; thence  $S60^{\circ}-33'-15''E$  along the southerly line of Lake Street a distance of 364.50 feet to a point in the westerly line of River Street; thence  $S29^{\circ}-58'-44''W$  along the westerly line of River Street a distance of 237.44 feet to a point; thence  $N60^{\circ}-52'-51''W$  a distance of 364.53 feet to a point in the aforementioned easterly line of Fair Street; thence  $N29^{\circ}-58'-44''E$  along the easterly line of Fair Street a distance of 239.52 feet to the point of beginning. Containing 1.99 acres of land more or less.

Sparedg