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17212

January 28, 1991

JAN 28 1991 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

1-028A051

JAN 28 2 44 PM '91  
MOTOR OPERATING UNIT

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Recordation of Security Interest in Locomotives

Dear Mr. Strickland:

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording, on behalf of D&H Corporation, with the Commission one original and two copies, properly executed and acknowledged, of the document described below.

This document is a General Mortgage Indenture, a primary document, dated as of December 15, 1990, between D&H Corporation, a Delaware corporation, and The Administrator of the Federal Railroad Administration, as trustee.

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

Trustee: The Administrator of the Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

Debtor: D&H Corporation, a Delaware corporation  
C/O Canadian Pacific Limited  
40 University Avenue,  
Room 918  
Toronto, Ontario M5J 1T1  
Canada

*Copy to M. Dawson*  
*Copy to [Signature]*

Mr. Strickland  
 January 28, 1991  
 Page 2

The equipments covered by the document are generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers</u>
5	ALCO Diesel Electric Locomotives	DH	5002 5009 5017 5022 5023

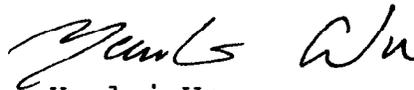
A fee of \$15.00 is enclosed. Please return the original document and one extra copy, stamped with the Commission's recordation data, to the undersigned at 1722 I Street, N.W., Washington, D.C. 20006.

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

General Mortgage Indenture dated as of December 15, 1990, bewteen D&H Corporation, Debtor, C/O Canadian Pacific Limited, 40 University Avenue, Room 918, Toronto, Ontario M5J 1T1, Canada, Attn: Katharine Braid, and The Administrator of the Federal Railroad Administration, as Trustee, 400 Seventh Streent, S.W., Washington, D.C. 20591, and covering 5 ALCO diesel electric locomotives numbered DH-5002, DH-5009, DH-5017, DH-5022 and DH-5023.

Thank you very much for your assistance in this matter.

Very truly yours,

  
 Yanlei Wu

Interstate Commerce Commission  
Washington, D.C. 20423

1/28/91

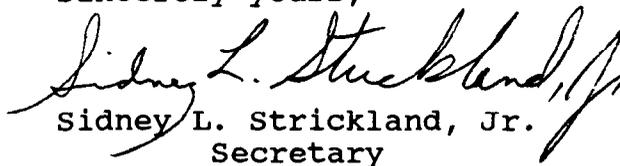
OFFICE OF THE SECRETARY

Yanlei WU  
1722 I Street N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/28/91 at 2:55pm, and assigned recordation number(s). 17212

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

[Execution Copy]

17212

RECORDED

JAN 28 1991 -2 55 PM

INTERSTATE COMMERCE COMMISSION

GENERAL MORTGAGE INDENTURE

dated

December 15, 1990

D&H CORPORATION, Issuer

THE ADMINISTRATOR OF THE FEDERAL  
RAILROAD ADMINISTRATION, Trustee

\$35,000,000 Principal Amount  
Non Recourse Contingency Note

Prepared by:

Elaine Stangland  
Sidley & Austin  
1722 I Street, N.W.  
Washington, D.C. 20006

Copies of this General Mortgage Indenture  
After Recording Shall be Forwarded to:

Sidley & Austin  
1722 I Street, N.W.  
Washington, D.C. Attn: Elaine Stangland

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[Execution Copy]

This **GENERAL MORTGAGE INDENTURE** ("Indenture") is dated for identification purposes December 15, 1990, but is effective as of the Effective Date (as defined below) and is entered into between D&H CORPORATION, a Delaware corporation (the "Corporation") and THE ADMINISTRATOR OF THE FEDERAL RAILROAD ADMINISTRATION (the "Trustee"), with reference to the following facts:

**RECITALS**

A. The Corporation is purchasing, on the Effective Date, substantially all of the assets of The Delaware and Hudson Railway Company, a Delaware corporation and the debtor in the proceedings for a railroad reorganization under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.) pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") as Case No. 88-342 (the "Debtor").

B. The Debtor is the issuer of a \$63,235,091.50 principal amount § 211 Contingency Note and a \$12,434,766.95 principal amount § 511 Contingency Note (collectively, "Debtor Notes") issued pursuant to a General Mortgage Supplemental Indenture dated as of January 1, 1984, naming Key Bank N.A. as Trustee ("Debtor Indenture").

C. Certain of the assets being purchased by the Corporation from the Debtor are encumbered by the liens granted by the Debtor Indenture to secure the Debtor Notes.

D. In consideration of the issuance to the United States of America of the "Note" (as defined below) pursuant to this Indenture and the grant to the Trustee of the liens granted hereby, the United States has consented to the purchase by the Corporation from the Debtor of substantially all of the assets subject to the lien of the Debtor Indenture, free and clear of such lien. The United States' consent to such purchase and sale does not release its lien in the proceeds received by the Debtor from such purchase and sale.

E. The form of the Note to be issued pursuant to this Indenture shall be substantially as follows:

[FORM OF NOTE]

**Non Recourse Contingency Note  
Dated For Identification Purposes  
December 15, 1990**

If, and only if, an "Event of Reinstatement" (as defined in the Indenture referred to below) shall occur and not have been waived, D&H Corporation, a corporation duly

organized and existing under the laws of the State of Delaware (the "Corporation") and its successors and assigns, for value received, hereby promises to pay to the **United States of America**, on the date such Event of Reinstatement occurs, the principal sum of **Thirty-Five Million Dollars** (\$35,000,000), and to pay interest thereon at the rate of 12% per annum from the date of such occurrence of an Event of Reinstatement until such principal sum is paid.

This Note is the "Note" referred to in (and is subject to, entitled to benefits of and secured by) a **General Mortgage Indenture**, dated for identification purposes December 15, 1990, executed by the Corporation and delivered to **The Administrator of The Federal Railroad Administration** as Trustee (the "Indenture") to which reference is made for a description of the terms and conditions upon which this Note is to be repaid, the properties mortgaged and pledged to the Trustee, the nature and extent of the security, the rights of the holder of this Note, the rights and duties of the Corporation thereunder and hereunder, and the rights, duties and immunities of the Trustee thereunder.

By its acceptance hereof the holder of this Note agrees that notwithstanding anything to the contrary in this Note or in the Indenture: (a) this Note is payable if and only if an Event of Reinstatement shall occur and not be waived and (b) no holder of this Note shall have any recourse against the Corporation or any assets of the Corporation other than the "Mortgaged Property" (as defined in the Indenture) or be entitled to any deficiency for any amounts due hereunder which remain unpaid after application of the proceeds from the exercise, in accordance with all law, of such holder's rights against the Mortgaged Property.

If any Event of Reinstatement shall occur and not be waived, the principal of this Note shall become due and payable as, and shall be satisfied in the manner, provided in the Indenture.

The Corporation reserves the right, at any time and from time to time, to prepay all or any part of the principal of this Note in a minimum amount of \$100,000 or any integral multiple thereof without notice and without premium or penalty, by depositing any such sum with the Trustee for the benefit of the holder of this Note.

All amounts payable under this Note shall be payable in lawful money of the United States.

This Note shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until the Effective Date and until this

Note shall have been executed and delivered by the Corporation.

**IN WITNESS WHEREOF**, D&H Corporation has caused this Note to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its **Secretary** or one of its Assistant Secretaries.

Dated: \_\_\_\_\_

**D&H CORPORATION**

(SEAL)

By \_\_\_\_\_

Its \_\_\_\_\_

Attest:

\_\_\_\_\_

Its \_\_\_\_\_

**NOW, THEREFORE**, in consideration of the premises, the acceptance of the Note by the Holder thereof and the sum of Ten Dollars (\$10.00) in lawful money of the United States of America duly paid by the Trustee to the Corporation at the time of delivery of this Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of the Note issued and outstanding under this Indenture, according to its tenor and effect, and any interest thereon, if, when and as such principal or interest shall become payable, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and in order to charge with such payment and with such performance and observance the Mortgaged Property, as hereinafter described, the Corporation has executed and delivered this Indenture and by these presents does hereby mortgage, pledge, grant, give, bargain, sell, alienate, remise, release, convey, confirm, assign, transfer, and set over unto the Trustee and to its successor or successors in trust and its assigns:

## **GRANTING CLAUSES**

**FIRST.** All right, title and interest of the Corporation in and to all the premises, property, rights, and franchises of the Corporation acquired from the Debtor and owned by the Corporation on the Effective Date (except as hereinafter expressly excepted herein in the Excepted Properties clause or otherwise expressly excepted herein or released from the lien of this Indenture in accordance with the provisions hereof) including, among other things, and without limiting the generality of the foregoing, those premises, property, rights, and franchises acquired from the Debtor and owned by the Corporation on the Effective Date and referred to in the following Granting Clauses.

**SECOND.** All right, title and interest of the Corporation on the Effective Date in and to all of the Corporation's lines of railroad acquired from the Debtor and owned by the Corporation on the Effective Date as more particularly described on Appendix A attached hereto and made a part hereof together with any and all trackage, bailment, joint facility or other operating contracts or agreements acquired from the Debtor and owned by the Corporation on the Effective Date and granting to the Corporation the right to use lines of railroad (or facilities appurtenant thereto) owned by others and appurtenant to any line of railroad at any time subject to the lien of this Indenture, or relating to the ownership, use or operation of any terminals or stations situated along, or at the terminus of, any such lines of railroad, and all amendments, renewals and extensions of any trackage, bailment, joint facility or other operating contract or agreement at any time subject to the lien of this Indenture.

**THIRD.** Any and all rights of way, easements, lands, estates, tenements and hereditaments, fixtures, structures, and improvements of whatever kind or description and wherever situated, acquired from the Debtor and owned by the Corporation on the Effective Date, including, without limitation, any and all main, industrial, switch, connecting, storage, yard or terminal tracks, superstructures, roadbeds, bridges, trestles, culverts, viaducts, buildings, depots, stations, stockyards, warehouses, elevators, carhouses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph, telephone and other communication facilities, fences, docks, structures and fixtures, and all other things of whatsoever kind acquired from the Debtor and owned by the Corporation on the Effective Date and appurtenant to or used for transportation service upon or in connection with any of the Corporation's lines of railroad subject to the lien of this Indenture.

**FOURTH.** All rights to the use of any and all telegraph, telephone or other communication facilities acquired from the Debtor and owned by the Corporation on the Effective

Date and existing along the Corporation's lines of railroad subject to the lien of this Indenture.

**FIFTH.** All right, title and interest of the Corporation in and to all Equipment, machinery, tools, implements, materials, and supplies used in the business of railroad transportation acquired from the Debtor and owned by the Corporation on the Effective Date, including all right, title and interest vested in the Corporation in and to any and all such Equipment, including, without limitation, railroad cars, locomotives and other rolling stock, leased to or possessed by the Corporation under any equipment trust agreement and lease or other instrument evidencing the lease, conditional sale or bailment of any such Equipment acquired from the Debtor and owned by the Corporation on the Effective Date.

**SIXTH.** All right, title and interest of the Corporation in and to the following securities acquired from the Debtor and owned by the Corporation on the Effective Date:

1. 15,000 shares of common stock of Northern Coal and Iron Company, constituting the entire stock of said company;
2. 3,448 shares of capital stock of The Saratoga and Schenectady Rail Road Company, constituting 76.62% of the stock of said company;
3. 4,561 shares of capital stock of The Albany and Vermont Rail Road Company, constituting 76.02% of the stock of said company; and
4. 3,652 shares of capital stock of the Wilkes-Barre Connecting Railroad Company, constituting the entire stock of said company.

**SEVENTH.** Any and all corporate rights, powers, franchises, privileges, and immunities acquired from the Debtor and owned or possessed by the Corporation on the Effective Date which may be necessary for, or appurtenant to, the use, operation, management, maintenance, renewal, alteration, or improvement of the Corporation's lines of railroad subject to the lien of this Indenture or any other property subject to the lien of this Indenture.

**EIGHTH.** All right, title and interest of the Corporation in, to or under all leases and trackage, joint facility or other operating contracts or agreements, leasing or granting to others the right to use lines of railroad subject to the lien of this Indenture and acquired from the Debtor and owned by the Corporation on the Effective Date.

**NINTH.** All of the Corporation's right, title and interest in and to all timber and minerals, including coal, oil, gas, sulphur, and other minerals (whether or not similar to the

minerals herein specifically mentioned and whether now known to exist or hereafter discovered), and any right, title or interest of any character whatsoever in said timber and minerals upon, under or in any of the Mortgaged Property and all of the Corporation's right, title and interest in and to all structures, equipment and facilities used or provided in connection therewith in each case, acquired from the Debtor and owned by the Corporation on the Effective Date, together with the right herein and hereby reserved in the Corporation of ingress and egress over, on or upon any of the Mortgaged Property at any and all times for the purposes of developing, exploring for, drilling, mining, removing, or processing said timber and minerals.

**TENTH.** Proceeds under all insurance policies and rights of the Corporation thereunder, in respect of any Mortgaged Property.

**ELEVENTH.** All materials and supplies or construction materials acquired from the Debtor and owned by the Corporation on the Effective Date; provided nothing in this Indenture shall limit in any way the Corporation's right to use and consume the same.

**TWELFTH.** All tools or machinery not constituting fixtures acquired from the Debtor and owned by the Corporation on the Effective Date; provided nothing in this Indenture shall limit in any way the Corporation's right to use and consume the same.

**THIRTEENTH.** Any and all improvements, repairs, additions and accessions to the Mortgaged Property (including, without limitation, those resulting from expenditure of the Collateral Program Work Investment) and if and to the extent required by Section 3.03, below, any Net Cash Proceeds and other property designated as Mortgaged Property pursuant to such Section 3.03.

#### **EXCEPTED PROPERTIES**

Notwithstanding anything to the contrary contained in this Indenture, the Corporation excepts and reserves, from the grants made in this Indenture and the lien of this Indenture, the following described properties of the Corporation, whether now owned or hereafter acquired (collectively, "Excepted Properties"):

1. The branch lines and certain parts of mainlines, as more particularly described on Appendix B.

2. All cash on hand or in banks, contracts, choses in action, notes and accounts receivable, claims, credits, judgments, and other intangible rights, other than any of the foregoing which are specifically by the express

provisions of this Indenture subjected or required to be subjected to the lien hereof.

3. All rents, issues, tools, profits, or other income (other than Net Cash Proceeds as provided in Clause THIRTEENTH above) of the Mortgaged Property earned prior to the occurrence of an unwaived Event of Reinstatement.

4. All marine equipment, buses, trucks, automobiles or airplanes.

5. All office equipment, furniture and fixtures and all accessories, attachments and supplies used or intended for use in connection therewith.

6. All insurance policies and rights thereunder in respect of any Excepted Properties.

7. All franchises, permits, grants, leases, or other interests in property which by their terms or by reason of applicable law would be or become void or voidable or terminable or subject the Corporation to claims for damages if mortgaged or pledged by the Corporation or otherwise subject to the lien hereof.

8. All Air Rights and Non-interfering Rights acquired from the Debtor and owned by the Corporation on the Effective Date.

9. The following securities:

a. All shares of capital stock of the Albany Port Railroad Corporation and any interest therein held by the Corporation;

b. All shares of capital stock of The Napierville Junction Railway Company and any interest therein held by the Corporation.

10. The last day of the term of each leasehold estate or any renewal thereof (oral or written, or any agreement therefor) subject to the lien of this Indenture to the extent necessary to prevent the pledge hereunder of such lease or renewal from constituting an assignment by the lessor which would cause the lessee to attorn to the assignee and to pay the lease rentals directly to the assignee; provided, however, that any renewal of any such leasehold estate shall be subject to the lien of this Indenture.

11. Property designated as released from the lien of this Indenture pursuant to Section 4.03 hereof.

All properties, securities, rights, and franchises mentioned in the Granting Clauses of the Debtor Indenture or which are subject to the lien of the Debtor Indenture and which are mentioned in the Granting Clause of this Indenture or which are subject to the lien of this Indenture shall be referred to herein collectively as the "Purchased Assets." The United States of America, by its execution hereof, consents and agrees for itself and The Federal Railroad Administration that any and all claims it may have against any of the Purchased Assets arising under or in respect of the Debtor Indenture or the transactions contemplated thereby arise solely from this Indenture and the Note issued pursuant hereto; provided nothing in this Indenture shall release or affect any claim held by the United States of America, The Federal Railroad Administration, or any agency of the United States of America against assets of the Debtor which are not Purchased Assets or against the proceeds received by the Debtor from the sale of the Purchased Assets.

**TO HAVE AND TO HOLD** the premises, railroads, railroad property and appurtenances, rights, privileges, franchises, estates, leaseholds, securities, and other property hereby conveyed, or which may be conveyed or assigned by indentures supplemental hereto, unto the Trustee, its successor or successors in trust and assigns;

**SUBJECT, HOWEVER,** (a) to Excepted Encumbrances, (b) Prior Liens and (c) in respect of Equipment, to Equipment Agreements in effect on the Effective Date or thereafter executed in accordance with the provisions hereof;

**AND IT IS HEREBY COVENANTED AND DECLARED** that the Note is to be issued and delivered to, and that the Mortgaged Property is to be held and disposed of by, the Trustee, upon and subject to the covenants, conditions, uses, and trusts hereinafter set out.

To the extent any of the Mortgaged Property constitutes fixtures or personal property, the Corporation hereby grants to the Trustee a security interest in such Mortgaged Property to secure payment of the Note and compliance by the Corporation with its obligations under this Indenture.

To the extent any of the Mortgage Property constitutes fixtures, this Indenture shall constitute a fixture filing.

## **ARTICLE ONE**

### **DEFINITIONS: AMOUNT, FORM AND EXECUTION OF NOTE**

**SECTION 1.01. Definitions.** The terms defined in this Section 1.01 shall, unless the context shall otherwise require, have the respective meanings specified in this Section 1.01.

"Accounting Principles" means either the Accounting Rules or generally accepted accounting principles, as the Corporation in its sole discretion may elect, in each case consistently applied.

"Accounting Rules" means the Interstate Commerce Commission's Uniform System of Accounts for Railroad Companies, as in effect at the time in question, or the accounting rules of any other Federal authority having jurisdiction over the accounts of railroad companies, or to the extent not determined thereby or in case there be no such accounting rules of the Interstate Commerce Commission or other Federal authority in effect at such time and applicable to railroad companies, generally accepted accounting principles.

"Additional Program Work Investment" means \$10,000,000 of Program Work Costs (other than Program Work Costs constituting part of the Collateral Program Work Investment) incurred in connection with any property of the Corporation used in its railroad transportation business (whether or not Mortgaged Property) and not funded with Net Cash Proceeds.

"Administrator" means the Administrator of The Federal Railroad Administration or his or her delegate.

"Affiliate" means any person, corporation or other entity directly or indirectly controlling, or controlled by, or under direct or indirect common control with the entity to which reference is being made. The terms "control," "controlling" and "controlled" mean the right to elect a majority of the board of directors or other governing body of such person, the corporation, or other entity.

"Air Rights" means any estate or interest in space above the surface of the earth, together with any estate or interest in the surface or subsurface below such space which is conveyed with such space for the purpose of providing support for, or access to, or any other right necessary in connection with, any structure or structures within such space or to be constructed within such space.

"Board of Directors" means the Board of Directors of the Corporation as from time to time constituted, and if there shall be an Executive Committee of the Board of Directors of the Corporation, such Executive Committee.

"Certified Resolution" means a resolution of the Board of Directors certified by the Secretary or an Assistant Secretary of the Corporation under its corporate seal to have been duly adopted by the Board of Directors and to be in full force and effect at the date of such certification.

"Collateral Account" means, as of any date of determination, an amount equal to: (i) the sum of: (a) the

cumulative amount of all Program Work Costs incurred since May 15, 1990 in connection with the Mortgaged Property which exceed \$10,000,000 plus (b) the fair market value of property designated as Mortgaged Property pursuant to Section 3.03, below, as at the time of such determination; minus (ii) the sum of: (x) the cumulative amount of all Net Cash Proceeds and (y) the fair market value of all property designated by the Corporation as released from the lien of this Indenture pursuant to Section 4.03, below, as at the time of such designation.

"Collateral Program Work Investment" means \$10,000,000 of Program Work Costs incurred in connection with Mortgaged Property and not funded with Net Cash Proceeds.

"Consolidated Equity" as at any date of determination and with respect to any person or entity, shall mean (i) the assets of such person or entity and its subsidiaries on a consolidated basis minus (ii) liabilities of such person or entity, in each case determined in accordance with United States generally accepted accounting principles as in effect at the date of determination. For purposes of this definition only, debt of a person or entity which is due more than 5 years after the date of such determination and is subordinated in all respects to all general unsecured debt (but which need not be subordinated to unsecured debt which is itself subordinated to other unsecured debt) of such person or entity shall be excluded from the liabilities described in clause (ii) of this definition.

"Corporation" means D&H Corporation, a Delaware corporation and any successor thereto which, at the time and by reason of such, succession, is not in breach of the provisions of Article Ten hereof.

"Debt to Equity Ratio" means with respect to any person or entity and as of any date of determination, the ratio as of such date of (i) the aggregate of long-term debt of such person or entity and its subsidiaries on a consolidated basis (including, without limitation, the principal portion of any capitalized lease obligations) to (ii) the Consolidated Equity of such person or entity and its subsidiaries, all as determined in accordance with United States generally accepted accounting principles. Debt of a person or entity which is due more than 5 years after the date of such determination and is subordinated in all respects to all general unsecured debt (but which need not be subordinated to unsecured debt which is itself subordinated to other unsecured debt) of such person or entity shall be excluded from the debt described in clause (i) and added to the consolidated equity described in clause (ii).

"Deficit" means, as of any date of determination, the amount by which the Collateral Account is less than zero.

"Effective Date" means the date on which both of the following shall have occurred: (1) the acquisition referred to

in Recital A hereof shall have been consummated and (2) the Note shall have been executed by the Corporation and delivered to the Trustee.

"Equipment" means all property classified as of the Effective Date as equipment under the Accounting Rules and subject to the lien of this Indenture.

"Equipment Agreement" means any equipment trust agreement, lease or any conditional sale agreement or any lease or any chattel mortgage pertaining to Equipment which constitutes a lien on such Equipment senior to the lien of this Indenture.

"Event of Reinstatement" means any of the events set forth in Section 6.01 hereof which occur on or before the tenth anniversary of the Effective Date.

"Excepted Encumbrances" means any and all of the following:

(1) liens for taxes, assessments and governmental charges not then delinquent; liens for workmen's compensation awards and similar obligations not then delinquent; nonconsensual liens or encumbrances in connection with litigation against the Corporation concerning claims for personal injuries or damages to property arising out of the operation of its business if entitled to priority over the lien of this Indenture by operation of law; other nonconsensual liens not exceeding \$500,000 in the aggregate arising out of litigation against the Corporation; liens for the payment or discharge of which provisions satisfactory to the Trustee have been made or with respect to which reserves have been established in accordance with the Accounting Principles; mechanics', laborers', materialmen's, and similar liens not then delinquent; any liens of the character referred to in this subparagraph (1), irrespective of amount, whether or not delinquent, the validity of which is being contested at the time by the Corporation in good faith by appropriate proceedings; and liens or charges incidental to construction and not at the time due;

(2) rights reserved to or vested in any governmental authority or agency or in any municipality by the terms of any franchise, grant, license, or permit or by any provision of law, including, without limitation: (a) to terminate such franchise, grant, license, or permit, or to purchase or appropriate or recapture, or to designate a purchase of, any of the Mortgaged Property; or (b) to demand and collect any tax or other compensation for the use of streets or other public places or to control or regulate the Mortgaged Property;

(3) any obligation or duty affecting the Mortgaged Property or the use, removal, control, or regulation thereof by any public authority, under any franchise, grant, license, or permit or provision of law;

(4) rights of lessees under leases from the Corporation or its predecessors in interest and interests of others in Mortgaged Property, in each case, if in effect prior to the Effective Date or, if entered into or arising on or after Effective Date, entered into or arising not in violation of this Indenture.

(5) easements, rights of way, exceptions, reservations, restrictions, conditions, limitations, covenants, adverse rights or interests, and any other defects or irregularities in title affecting the Mortgaged Property which do not materially and adversely affect the use of the Mortgaged Property for the purposes for which it is held by the Corporation and which do not materially impair the Mortgaged Property.

"Holder" or "Holders" means the owner of the Note at any time.

"Independent" when applied to any person whose profession gives authority to a statement made by him or her, shall mean such a person who is in fact independent and does not have any substantial interest, direct or indirect, in the Corporation or any of its Affiliates, but such person may be regularly retained by the Corporation or any of its Affiliates. If such person be an individual, he or she shall not be a director, officer or employee of the Corporation or any of its Affiliates. If such person be a co-partnership or corporation, it shall not be an Affiliate, and shall not have a partner, director or officer who is a director, officer or employee of the Corporation or any of its Affiliates. Each certificate filed with the Trustee under any provision of this Indenture and signed by a person purporting to be independent shall state that the signer has read this definition and is independent as provided herein.

"Indenture" means this Indenture, as the same may from time to time be supplemented, modified or amended by an supplemental indenture entered into pursuant to any of the provisions hereof.

"Interstate Commerce Commission" means the Interstate Commerce Commission of the United States or any Federal governmental authority which shall at the time exercise those particular powers in regard to railroads now exercised by the Interstate Commerce Commission.

"Mainline Route Miles" means the total route miles comprising the Corporation's railroad operations on the Effective

Date (including, without limitation, track which is owned by the Corporation or used under lease, trackage rights or haulage agreement or other arrangement for use with any other person or entity), but excluding the branch lines and track described on Appendix B.

"Mortgaged Property" means all properties, rights, franchises, securities, and other interests subject to the lien of this Indenture, all as described in the Granting Clauses, other than (and only if part of) the Excepted Properties and other than any property released from the lien of this Indenture or otherwise disposed of, all in accordance with or not in violation of, the provisions of this Indenture.

"Net Cash Proceeds" means the net cash proceeds received by the Corporation from the sale or other disposition of Mortgaged Property (after taxes, commissions and other costs of sale and repayment of any debt required to be repaid upon such sale or disposition). Abandonment, termination or discontinuance of trackage rights shall not be a sale or disposition for purposes of this definition except to the extent of the Net Cash Proceeds received by the Corporation as direct consideration of such abandonment, termination or discontinuance.

"Non-interfering Rights" means any lease, easement, license, right, estate, or interest granted or sold by the Corporation in any real estate subject to the lien of this Indenture which does not result in a material impairment of the Mortgaged Property and does not have material adverse effect on the ability of the Corporation to use for railroad purposes such real estate.

"Note" means the Non Recourse Contingency Note in the principal amount of \$35,000,000 executed and delivered by the Corporation pursuant to, and which is subject to and entitled to the benefits of, this Indenture.

"Officers' Certificate" means a certificate signed (a) by the Chairman of the Board, the President or a Vice President of the Corporation and (b) by the chief finance officer, chief accounting officer, comptroller, treasurer, the chief engineer, assistant comptroller, or assistant treasurer of the Corporation, and dated not more than thirty days prior to the date when such certificate is delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel satisfactory to the Trustee, who may be counsel for the Corporation.

"Paying Agent" means any corporation, partnership or other person appointed or designated by the Corporation to pay the principal of or interest, if any, on the Note.

"Pledged Securities" means the shares of capital stock described in Paragraph Sixth of the Granting Clause of this Indenture and all other Securities required to be pledged to the Trustee hereunder or encumbered by the lien of this Indenture and all certificates, instruments or other writings evidencing any of the foregoing and as provided in Article Five, all dividends, cash instruments and other property from time to time received in respect thereof.

"Pledged Subsidiary" means any corporation, 50% or more of the capital stock of which having general voting power for the election of directors is owned by the Corporation and all of the capital stock of which owned by the Corporation on the Effective Date and purchased from the Debtor, is subject to the lien of this Indenture.

"Principal office of the Trustee" means address for the Trustee designated pursuant to Section 13.09, below.

"Prior Lien" means any lien (other than an Excepted Encumbrance) constituting a charge on Mortgaged Property (a) which was in effect prior to, and is in effect on, the Effective Date and is senior to the lien of the Debtor Indenture; or (2) which has arisen in connection with the renewal, extension or Refunding of the obligation secured by a Prior Lien or in connection with the acquisition by the Corporation of an asset.

"Prior Lien Indenture" means any mortgage or other instrument or agreement creating or granting a Prior Lien.

"Prior Lien Securities" means all indebtedness secured by any Prior Lien or incurred in connection with the Refunding thereof.

"Program Work Costs" means all costs and expenditures incurred: (1) in connection with the acquisition, lease, construction, establishment, reconstruction, repair, improvement, or rehabilitation of any Railroad Asset or (2) for the purpose of bringing any Railroad Asset into compliance (or determining such asset's compliance) with any federal, state or local law or rule, regulation, permit, or determination of any governmental authority relating to or addressing the environment (including, without limitation, all health, safety and similar laws and the Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, each as amended) whether or not, in the case of clauses (1) or (2), classified as capital expenditures under the Accounting Principles. Notwithstanding the foregoing: (a) no cost or expenditure described in clauses (1) or (2) of this definition shall be Program Work Costs: if incurred in connection with a Related Party Transaction (as defined below) both with respect to each Railroad Asset involved and with respect to the Related Party Transaction as a whole is on terms and conditions no less favorable to the Corporation than would be obtained in a comparable transaction with an unrelated

person or if payable or reimbursable by a third party which is not an Affiliate of the Corporation, including without limitation under state programs (and is in fact so paid or reimbursed); and (b) Program Work Costs shall not include: (x) items of general or administrative overhead allocated on a fixed percentage or formula basis unrelated to the actual use, cost or benefit related to the activities described in clauses (1) and (2); costs and expenditures incurred for ordinary maintenance of Railroad Assets in the normal course of operations; the purchase price paid to the Debtor for the Purchased Assets and the transaction costs related to such purchase; and losses incurred in emergency service operations. Maintenance which has been deferred and is required to bring the Corporation's rail transportation operations in compliance with the Corporation's and its Affiliates' normal operating standards shall not be deemed ordinary maintenance. A "Related Party Transaction" is a transaction or a series of related transactions involving any Railroad Asset in which the Corporation or any wholly owned subsidiary of the Corporation does not have beneficial ownership and an Affiliate of the Corporation (other than a wholly owned Subsidiary) does have a beneficial ownership. Transaction costs shall not include costs associated with emergency service operations and costs described in clause (2) incurred prior to the Effective Date. In no event shall Program Work Costs include costs and expenditures incurred prior to May 15, 1990.

"Railroad Asset" means any bridge, mainline, branch line, yard, track, terminal, terminal facility, physical facility or other property (including, without limitation, rolling stock) used in the rail transportation business of the Corporation.

"Receiver" means a receiver or receivers of all or a substantial part of the property of the Corporation appointed in an action in a court of competent jurisdiction or a trustee or trustees appointed in reorganization proceedings under the Bankruptcy Code or any other proceedings relating to the reorganization of a railroad or any other official or officials having powers similar to those of such a receiver or trustee and having possession of or title to (or both) all or a substantial part of the property of the Corporation.

"Refunding" when applied to debt or Securities means paying, redeeming, exchanging, acquiring, or retiring the same (before, at or after the maturity thereof) or reimbursing the Corporation or its Affiliates for expenditures made for any of those purposes.

"Request" means a written request for the action therein specified, duly executed on behalf of the Corporation by the Chairman of the Board or the President or any Vice President of the Corporation or any other officer of the Corporation designated by any such officer.

**"Secretary"** means the Secretary of Transportation of the United States of America or such other officer as may from time to time fulfill substantially the same function or to whom such function shall have been lawfully delegated.

**"Securities"** shall, unless the context shall otherwise require, include bonds, notes and other evidences of indebtedness, secured or unsecured, and stock.

**"Significant Asset Sale"** means the sale, lease, conveyance, or other disposition as a going concern to another person or entity or group of persons or entities of Mortgaged Property equal, over time and at any time, in the aggregate for all such transactions, to more than one-third of the Mainline Route Miles.

**"Sunbury Line"** means that portion of the Corporation's assets providing right of way for railroad transportation and operation between Dupont, Pennsylvania, and Sunbury, Pennsylvania, and all other assets and properties related thereto.

**"Surplus"** means, as of any date of determination, the amount by which the Collateral Account exceeds zero.

**"Trustee"** means the trustee herein named or any successor or successors to it as trustee hereunder.

**SECTION 1.02. Form of Note.** (a) The Note in the principal amount of Thirty-Five Million Dollars (\$35,000,000) is the only obligation subject to and entitled to benefits of and secured by this Indenture.

(b) The Note shall be substantially in the form set forth in Recital E to this Indenture.

(c) The Note constitutes a non-negotiable instrument payable to the United States of America and may be transferred, in compliance with applicable law and subject to the provisions of this Indenture, by assignment. The United States represents that it is acquiring the Note not with a view to, or for sale in connection with, any distribution thereof. All Holders of the Note at any time acknowledge, by their acceptance thereof, that they are restricted in the resale, transfer or other disposition of such Note or any part thereof by Federal or state statutes or rules and regulations thereunder and the terms of this Indenture. The Corporation will make available to any Holder on written request such public information as such Holder reasonably deems necessary to effect such sale.

The United States by its acceptance of the Note agrees that in the event it desires to transfer the Note or any interest therein, the United States shall give written notice of such desire ("Sale Notice") to the Corporation, and the Corporation or

its designee shall have the first and exclusive opportunity to offer to purchase the Note on such terms and conditions as the Corporation or such designee may set forth in a written offer (the "Offer") to the United States delivered within 60 days of the Corporation's receipt of the Sale Notice. The United States may accept or reject the Offer in its discretion. In the event the United States rejects the Offer, it may transfer the Note or such interest therein in accordance with and subject to the terms of this Section 1.02(c); provided such transfer is made within 180 days of its receipt of the Offer and on terms no less favorable to the United States and no more favorable to the transferee than those set forth in the Offer. If the United States, in accordance with the provisions of this Section 1.02(c) intends to transfer the Note or any interest therein other than pursuant to the Offer or any other Holder intends to transfer the Note or any interest therein such Holder shall give written notice to the Corporation of the intention of such Holder to do so which notice shall describe the manner of such proposed transfer, be accompanied by an Opinion of Counsel for such holder stating that the proposed transfer may be effected without registration, authorization or qualification of the Note or any interest therein under the Securities Act of 1933, the Interstate Commerce Act or any federal or state law as then in force. Promptly upon receiving such written notice, the Corporation shall present copies thereof to its counsel. Not earlier than 30 days after receipt by the Corporation of such notice, such Holder shall be entitled to transfer the Note or interest described in such notice in accordance with the terms of the notice unless within such 30 day period the Corporation's counsel renders an opinion disagreeing with counsel for the Holder and the Holder is notified and promptly thereafter provided a copy of the opinion of the Corporation's counsel. No other process of transfer of the Note or any interest therein shall be valid and any transfer which does not comply with the provisions of this Section 1.02(c) shall be null and void. The Corporation shall be responsible to pay the costs of its counsel and its internal administrative costs incurred in connection with a transfer of the Note or an interest therein, but the Corporation shall be under no obligation to pay for any registration of the Note or any interest therein under applicable state and Federal laws, rules and regulations, or otherwise to pay for any actions which might be necessary to accomplish a transfer of the Note or any interest therein under any laws.

(d) Upon surrender thereof in connection with the proposed sale or transfer of such Note or any interest therein in accordance with the terms of this Indenture, the Note may be exchanged for one or more notes of like form for the same aggregate principal, but only in principal amounts of \$5,000,000 or integral multiples thereof. All exchanges made pursuant to this Section 1.02 (d) shall be made at the expense of the Holder of the Note being exchanged, and any taxes or other charges paid or payable with respect to the same shall be paid by the Holder

requesting exchange as a condition precedent to the exercise of such privilege.

(e) The Trustee may deem and treat the United States of America as the Holder of the Note until such time as a new Holder shall assert its ownership and demonstrate to the satisfaction of the Trustee the fact of ownership. Any communications, reports, payments, or transfers required to be made to any Holder of the Note by the terms of this Indenture shall be made to the address and designation last filed with the Trustee by such Holder for such purpose. Any payments to the Holders of any portion of this Note (whether for principal, interest or otherwise) shall be made pro rata among all such Holders based upon the aggregate unpaid principal amount of this Note held by each such Holder. If any Holder of any portion of this Note obtains any payment (whether voluntary, involuntary, by application of offset, or otherwise) of principal or interest on such portion of this Note in excess of such Holder's pro rata share of payments obtained by all Holders of all portions of this Note, such Holder shall purchase from the other Holders of portions of this Note such participation in this Note held by such other Holders or distribute such excess to the other Holders, in each case as is necessary to cause such Holder to share the excess payment ratably among each of them as provided in this Section 1.02(e).

**SECTION 1.03. Certain Terms of Notes.** The Note shall

- (a) be dated as of December 15, 1990;
- (b) mature, if ever, on the date of an occurrence of an Event of Reinstatement;
- (c) bear interest, but only from the date principal is due hereon until the principal amount thereof is paid, at the rate of 12% per annum;
- (d) be payable as to principal and interest, if any, at the address and designation last filed with the Trustee by the Holder (but only from proceeds of, and all recourse of the Trustee and the Holder shall be limited to, the Mortgaged Property) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts;
- (e) be limited (except as provided in Section 1.06 hereof) in aggregate principal amount to its original principal amount; and
- (f) be null and void on and after the tenth anniversary of the Effective Date unless an Event of Reinstatement shall have occurred and have not been waived prior to that date.

**SECTION 1.04. Cancellation and Release.** The Trustee shall, at the written request (and at the expense) of the Corporation made any time after the tenth anniversary of the Effective Date and within the "Claim Period" (as defined below), return the Note to the Corporation and provide written release of all claims, liens and encumbrances thereunder and hereunder (all in proper form to effect release of liens of record) unless prior to the expiration of the Claim Period the Trustee shall notify the Corporation of its assertion that an Event of Reinstatement has occurred and has not been waived. If the Trustee fails to notify the Corporation in writing of an Event of Reinstatement within the Claim Period, all rights to assert any claim with respect to the Note or under this Indenture shall cease. The "Claim Period" shall be a period commencing on the date of delivery of the Corporation's written request under this Section 1.04 and ending on the later of: (i) the 30th day after that date or (ii) the 90th day after the tenth anniversary of the Effective Date. The provisions of Section 8.01(d) shall govern the Trustee's acts or failure to act under this Section 1.04.

**SECTION 1.05. Execution of Note.** (a) The Note shall be executed on behalf of the Corporation by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and shall have its corporate seal or a facsimile thereof affixed or imprinted thereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries, and shall be delivered to the Trustee.

(b) In case any of the officers of the Corporation who shall have signed or sealed the Note shall cease to be such an officer of the Corporation before such Note shall have been actually delivered to the Trustee, such Note may nevertheless be delivered and disposed of as though the persons who signed and sealed such Note had not ceased to be officers of the Corporation; and the Note may be signed and sealed on behalf of the Corporation by persons who, as of the date of the execution of such Note, shall be the proper officers of the Corporation, although at the nominal date of such Note any such person shall not have been such officer of the Corporation.

**SECTION 1.06. Lost, Stolen, Mutilated Notes.** In case the Note shall become mutilated or be lost, stolen or destroyed, the Corporation shall, in the case of a mutilated Note, and may, in its discretion, in the case of a lost, stolen or destroyed Note (and upon Request, the Trustee shall) execute and deliver, a new Note in exchange and substitution for the Note so mutilated or in lieu of, and in substitution for the Note so lost, stolen or destroyed. In every case the applicant for a substitute Note shall furnish to the Corporation and to the Trustee such reasonable security or indemnity as may be required by the Corporation and the Trustee to save them harmless, and, in every case of loss, theft or destruction, the applicant shall also

furnish to the Corporation and to the Trustee evidence to their satisfaction of the loss, theft or destruction of the Note and deliver the same upon Request. Upon the issuance of any substitute Note, the Corporation and the Trustee may require the payment by the Holder making the Request of all expenses and charges, including counsel fees, incurred in connection with the preparation and issuance thereof and may require compliance with such other reasonable regulations as the Corporation or the Trustee may prescribe. In case the Note has matured or is about to mature and has become mutilated or be lost, stolen or destroyed, the Corporation may, instead of issuing a substitute Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the applicant for such payment shall furnish each of the Corporation and the Trustee with such reasonable security or indemnity as they may require to save them harmless and, in case of loss, theft or destruction, evidence to the satisfaction of the Corporation and the Trustee of the loss, theft or destruction of such Note and of the ownership thereof.

## ARTICLE TWO

### ISSUE OF NOTE

**SECTION 2.01. Deliveries.** As a prior or concurrent condition to the delivery of the Note under this Article Two, the Corporation shall deliver to the Trustee:

- (a) a Certified Resolution authorizing the execution and delivery of the Note in the specified principal amount;
- (b) an Opinion of Counsel stating that:
  - (1) no authorization by any commission or governmental authority is required by law for the issuance of the Note except such authorization or exemption, if any, as shall have been obtained;
  - (2) the issuance, execution and delivery of the Note have been duly authorized by all requisite corporate action on the part of the Corporation; and
  - (3) the Note when issued will constitute valid and binding obligations of the Corporation and will be secured by this Indenture; and
- (c) an Officers' Certificate stating that no Event of Reinstatement has happened and that all necessary stamp taxes in respect of the original issue of the Note have been paid, or that no stamp taxes are payable, and specifying the certificate or other evidence which will

be sufficient to show or provide for compliance with the requirements, if any, of any mortgage recording tax law applicable to the issuance of the Note.

### ARTICLE THREE

#### PARTICULAR COVENANTS OF THE CORPORATION

**SECTION 3.01. Payment.** (a) If an Event of Reinstatement shall have happened and not be waived, the Corporation will duly and punctually pay or cause to be paid, but only from proceeds of the Mortgaged Property, the principal of and interest, if any, on the Note at the dates and place and in the manner and to the extent prescribed herein and in the Note. When paid, the Note shall be cancelled. The Corporation shall have the right (but not the obligation) to pay amounts, if any, due under the Note from any assets of the Corporation.

(b) The Note may be presented for payment and notices in respect of the Note may be served at the address for the Corporation specified pursuant to Section 13.09.

**SECTION 3.02. Authority, Ownership.** (a) The Corporation represents that, to the extent provided in Bankruptcy Court orders relating thereto, as of the Effective Date, it has become the owner and is lawfully possessed of the Mortgaged Property described in the Granting Clauses hereof subject to the Excepted Encumbrances, Prior Liens and, in respect of Equipment, Equipment Agreements in effect on the Effective Date, and is duly authorized to assign, convey, mortgage, and pledge the Mortgaged Property as security for the Note as provided in this Indenture, and to operate the lines of railroad constituting part of the Mortgaged Property, and covenants and agrees to do any and all acts or things reasonably necessary or proper to defend its title to the same or any part thereof.

(b) All lines of railroad and appurtenances and other property of every kind which the Corporation has covenanted by this Indenture to convey or pledge or assign to the Trustee and all property at any time acquired by the Corporation and required by this Indenture to become subject to the lien of this Indenture shall, upon satisfaction of the conditions of this Indenture so requiring (and without any further conveyance or assignment), become and be subject to the lien of this Indenture and be deemed to be described in the Granting Clause hereof as fully and completely as though specifically and originally described therein. Whenever required by the Trustee, the Corporation will grant, convey, confirm, assign, transfer, and set over unto the Trustee the estate, right, title, and interest of the Corporation in and to all real and personal property, estates, rights, and franchises which the Corporation may hereafter acquire and which by the Granting Clauses or other provisions of this Indenture are subjected to the lien of this Indenture or covenanted to be, and

will, subject to the requirements of any Prior Lien Indenture, deliver to the Trustee all Securities included in such property, and the Corporation will also do, execute, acknowledge, and deliver, or it will cause to be done, executed, acknowledged, and delivered, all and every such further acts, deeds, transfers, conveyances, and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the Mortgaged Property hereby mortgaged or covenanted to be, as the Trustee shall reasonably require for better accomplishing the purposes of this Indenture and for securing the payment of the principal of and interest on the Note, if any. Notwithstanding the foregoing, unless an Event of Reinstatement has occurred and is continuing the Corporation shall not be in breach of any obligation under this Indenture if the Trustee does not have dominion or control over Net Cash Proceeds or the Trustee's lien on Net Cash Proceeds is otherwise unperfected.

**SECTION 3.03. Deficits.** (a) A Deficit may be eliminated only by (i) expending Program Work Costs in connection with Mortgaged Property in an amount equal to such Deficit; (ii) designating, in accordance with Section 3.14, below, other property having a fair market value equal to such Deficit as Mortgaged Property and perfecting the mortgage lien thereon; or (iii) a combination of the actions described in clauses (i) and (ii) above. The Trustee shall have a lien on Net Cash Proceeds to the extent of any such Deficit not eliminated.

(b) Whenever an Event of Reinstatement has occurred and is continuing or the uneliminated Deficit equals or exceeds \$5,000,000, the Corporation shall set forth in an Officer's Certificate consistent with those delivered pursuant to Section 3.14, a description of the Program Work Costs to be expended as described in Clause (a) above and a description of the property, if any, which the Corporation designates as Mortgaged Property pursuant thereto in order to eliminate the Deficit within 6 months after the date of either event set forth in this Subsection.

(c) The Corporation shall eliminate all Deficits prior to the tenth anniversary of the Effective Date.

**SECTION 3.04. Equipment Agreements.** The Corporation will make, or cause to be made, any and all payments required to be made under and by the terms of any Equipment Agreement or other instrument constituting a lien on or claim of ownership to Equipment in the possession of or used by the Corporation and constituting part of the Mortgaged Property and will do or cause to be done all and every such further acts as may be necessary to assure to the Corporation the use of such Equipment and the ultimate acquisition of title thereto if such ultimate acquisition of title is contemplated by the Equipment Agreement or other instrument.

Nothing contained in this Section 3.04 and nothing in any other provision of this Indenture, expressed or implied, is intended or shall be construed to limit the right or power of the Corporation, which is hereby expressly reserved, to terminate or modify in any manner (including to extend the time of payment of the balance of the rental or other payments remaining to be paid under) any such Equipment Agreement or other instrument or to refinance (provided the principal amount of indebtedness secured by such Equipment is not thereby increased) the same in accordance with the terms hereof or to take any other action permitted by Article Four hereof.

**SECTION 3.05. Prior Liens.** The Corporation will pay or cause to be paid the interest on all outstanding Prior Lien Securities when and as the same shall become due and payable and at or immediately after the stated maturity of such Prior Lien Securities will pay or acquire all such Prior Lien Securities and will cancel the same or will deposit the same with the Trustee or, pursuant to the requirements of any Prior Lien Indenture, with the trustee or mortgagee under such Prior Lien Indenture.

**SECTION 3.06. Taxes, etc.** The Corporation will pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges, the lien of which would be prior to or on an equality with the lien hereof, lawfully imposed upon the Mortgaged Property or any part thereof or upon the income and profits thereof and also will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the interest of the Trustee in the Mortgaged Property or the income or profits thereof, so that the lien and priority of this Indenture shall be preserved at the cost of the Corporation and without expense to the Trustee or the holders of the Note.

**SECTION 3.07. Joint Facilities, etc.** The Corporation will pay and discharge all sums which it shall be obligated to pay under or by virtue of any lease or joint facility, terminal, trackage, or other agreement held by it and subject to the lien of this Indenture and will perform and observe all obligations on its part to be performed or observed under said instruments.

**SECTION 3.08. Other Liens.** The Corporation will not create or suffer to be created or to exist any lien or charge having priority or preference over or equality with the lien of this Indenture upon the Mortgaged Property or any part thereof, except: (i) Prior Liens; (ii) Equipment Agreements and liens securing any obligations refinanced or Refunded under such Equipment Agreements in accordance with the terms hereof; (iii) Prior Liens created to renew, extend or refund obligations secured by a preexisting Prior Lien, provided that after any such renewal, extension or refunding the principal amount of the obligations secured by such newly-created Prior Lien does not exceed the principal amount of such obligations before such renewal, extension or refunding; and (iv) Excepted Encumbrances. The Corporation will, on or before the date payment therefor is

due, pay, or cause to be discharged, or make adequate provision for the satisfaction and discharge of, all lawful claims and demands of suppliers, mechanics, laborers, and others which if unpaid might by law be given precedence over this Indenture as a lien or charge upon the Mortgaged Property or a part thereof, or on the income and profits thereof.

**SECTION 3.09. Pledged Subsidiary.** The Corporation will not permit any Pledged Subsidiary to issue any Securities if the result of such issuance would be that the corporation issuing such Securities would cease to be a Pledged Subsidiary.

**SECTION 3.10. Further Assurances.** The Corporation with all convenient speed and at its expense will duly record, register, file, rerecord, reregister, and refile this Indenture and every indenture supplemental hereto which hereafter may be executed as may be required by law (including the Uniform Commercial Code or similar law pertaining to security interests in personal property) in order to protect the lien hereof or the security interest created hereby on the property covered hereby or by such supplemental indenture, and will furnish the Trustee with evidence thereof as promptly as practicable after the Effective Date.

**SECTION 3.11. Maintenance of Mortgaged Property.** Subject to the provisions of Articles Four and Ten hereof, to the extent needful and proper for the efficient and economical operation of its properties (as determined by the Corporation in good faith) the Corporation will maintain, preserve and keep all of its rights and franchises subject to the lien hereof and every part thereof, and will maintain, preserve and keep its properties subject to the lien of this Indenture in good repair, working order and condition and will from time to time make needful and proper repairs thereto and renewals and replacements thereof and will keep the lines of railroad and appurtenant facilities subject to the lien hereof supplied with sufficient Equipment, machinery, tools, and other supplies for the operation thereof.

**SECTION 3.12. Corporate Existence.** The Corporation covenants and agrees, at all times until the payment in full of the principal of the Note and of the interest, if any, payable thereon, to take all steps and do all acts necessary to continue and maintain its corporate existence unless otherwise permitted by Article Ten hereof.

**SECTION 3.13. Payments To Trustee.** Except as otherwise provided herein, any moneys which at any time shall be deposited by the Corporation with the Trustee or any Paying Agent, including any office or agency of the Corporation, for the purpose of paying the principal of, or interest on the Note, if any, shall be and are hereby assigned, transferred and set over unto the Trustee, in trust for the respective Holders of the Note, for the purpose of paying that for which said moneys shall have been deposited, and, in the event of appointment of a

Receiver, such Receiver shall have no right, title or interest in said moneys so deposited, or in any part thereof, except such thereof, if any, as may be payable to the Corporation pursuant to the provisions hereof.

**SECTION 3.14. Inspections and Reports of Books and Properties.** (a) The Corporation will at all reasonable times upon the written request of the Trustee, permit and afford reasonable opportunity to the Trustee or its representatives to inspect the properties and the books of account, records, reports and other papers of the Corporation, but the Trustee shall be under no duty to make such request or inspection. The Corporation will furnish the Trustee with such other information as the Trustee may reasonably request in writing with respect to the performance by the Corporation of its covenants in this Indenture. For purposes of this Section 3.14, any information derived from the Trustee's inspection of the books or properties of the Corporation or any information furnished by the Corporation at the request of the Trustee shall be deemed confidential and not disclosed to any person or entity without the prior written consent of the Corporation, except as required by law.

(b) The Corporation will deliver to the Trustee on or before the 20th day of June in each year an Officers' Certificate (i) stating that a review of the activities of the Corporation during the preceding fiscal year has been made with a view to determining whether there exists any material default by the Corporation in the fulfillment of the items, conditions and provisions of this Indenture, and that to the knowledge of such officer no such default exists or, if any such default shall exist to the knowledge of such officer, specifying such default and the nature thereof; (ii) setting forth, as of the last day of the preceding fiscal year the amount of the Collateral Program Work Investment and the Additional Program Work Investment and the amount of the Collateral Account and any Deficit or Surplus; (iii) stating whether during such fiscal year, any property has been designated as Mortgaged Property or Program Work Costs have been expended, in connection therewith as required by Section 3.03, together with the information described in Subsection 3.14(c); and (iv) stating whether any property has been released from the lien of this Indenture pursuant to Section 4.03, together with the information described in Subsection 3.14(c). Such an Officer's Certificate shall also be delivered within 20 business days: (x) after the receipt by the Corporation of Net Cash Proceeds equal to or greater than \$2,000,000 from a single transaction or series of related transactions; and (y) after the end of each fiscal quarter in any fiscal year, in which the Corporation receives Net Cash Proceeds, equal to or greater than \$2,000,000 in the aggregate commencing with the fiscal quarter within which such \$2,000,000 aggregate Net Cash Proceeds are received.

(c) The Officer's Certificate delivered pursuant to Subsection 3.14(b), above shall also, to the extent required therein, include the following: (i) a description of the property so designated, released or with respect to which Program Work Costs have been expended (as the case may be); (ii) the Section of this Indenture pursuant to which such designation, release or expenditure is required or authorized; (iii) the amount of Program Work Costs expended to eliminate a Deficit, if any; and (iv) if applicable, the fair market value of the property designated or released and the basis therefor.

**SECTION 3.15. Limitations.** (a) No covenant or other provision in this Article Three (other than those in Sections 3.01 and 3.02) shall require the Corporation to make any payment or take any action or refrain from taking any action or impose any obligation on the Corporation so long as the Corporation shall contest in good faith the validity of the claim for such payment or the amount thereof or the requirement that the Corporation take or refrain from taking such action, or if, in the good faith judgment of the Corporation, the failure to make such payment or take or refrain from taking such action will not materially prejudice or jeopardize the interests of the holders of the Note and will not have a material adverse effect on the operations of the Corporation's railway transportation business.

(b) If the Corporation shall fail to make any such payment when required to do so by the provisions hereof, the Trustee, without affecting any of its rights hereunder, from time to time in its discretion may itself pay any sum so in default and thereupon, if paid with its own funds, shall have and forthwith may assert a lien for such advances, together with interest thereon, upon the Mortgaged Property and the proceeds thereof and the income and profits therefrom, which lien shall be entitled to priority in rank and payment from the Mortgaged Property, or the proceeds thereof or income and profits therefrom, over the Note. The Trustee shall be under no obligation to make any such payment unless furnished in advance with the necessary funds. If the Trustee shall make such a payment, it shall be entitled to reimbursement of the amount of any such payment from the Corporation.

**SECTION 3.16. Service.** (a) In order to facilitate freight rail transportation service between the states of New England and states west of the State of New York, between the states of New England and the states south of the State of New York and between the ports of the states of New Jersey and Pennsylvania and the states west of the State of New York, the Corporation will provide or cause to be provided rail service between: (i) Mechanicville, New York and Buffalo, New York; (ii) Mechanicville, New York, Philadelphia, Pennsylvania, and Potomac Yard, Virginia or Hagerstown, Maryland; and (iii) Oak Island Yard, New Jersey and Buffalo, New York. While assuring the service generally described above continues to be provided, the Corporation may change the points of interchange or

origination or termination specifically described in Clauses (i), (ii) and (iii) to other points of interchange with the carriers with which the Debtor as of May 15, 1990, interchanged traffic and to other points of origination or termination in the same general geographic region. In addition, Railroad will provide or cause to be provided rail service between the Albany, New York area and the Canadian border near Rouses Point.

(b) The Corporation will provide Amtrak with access to the Corporation's lines acquired from the Debtor to facilitate intercity rail passenger service between the State of New York and Montreal, Canada, on reasonable terms and conditions and pursuant to agreements between Amtrak and the Corporation as in effect from time to time.

**SECTION 3.17. Program Work.** The Corporation and/or its Affiliates shall incur and complete, on or before the fifth anniversary of the Effective Date, the Collateral Program Work Investment and the Additional Program Work Investment.

#### **ARTICLE FOUR**

##### **RELEASES OF MORTGAGED PROPERTY AND PROCEEDS OF DISPOSITIONS OF MORTGAGED PROPERTY**

**SECTION 4.01. Releases Generally.** (a) Subject to the conditions in this Article Four and in Article Ten, the Corporation may sell, or otherwise dispose of, free from the lien of this Indenture, any Mortgaged Property. Nothing in this Indenture limits or restricts in any way the Corporation's rights to dispose of or otherwise deal with property which is not Mortgaged Property.

(b) The transferee of any Mortgaged Property released under the provisions of this Article Four shall not be required to see to the application of the proceeds of such Mortgaged Property.

(c) The Trustee, upon receipt of a Request to do so, shall execute and deliver to the Corporation a quitclaim, release, termination, disclaimer or other documentation, relating to property or rights not constituting Mortgaged Property or disposed of free from the lien of this Indenture in compliance with this Article Four and Article Ten. The Corporation, when requesting any action under this Section 4.01(c) shall deliver to the Trustee an Officers' Certificate which shall set forth a description of the relevant property or rights. Such Officers' Certificate may be received by the Trustee as conclusive evidence of any of the facts or of the continuance of any condition, or of anything by this Section 4.01 required to be established or shown in order to authorize the action sought, and shall be full warrant to the Trustee for any action taken on the faith thereof. The Corporation shall not be required to deposit with the

Trustee, or to account to the Trustee for, the consideration of or any property or rights quitclaimed or disclaimed under the provisions of this Section 4.01 except as provided in Section 3.03 and Article Ten. The Corporation shall pay all recording and similar third party fees and expenses incurred by the Trustee in complying with this Section 4.01(c).

(d) Notwithstanding anything to the contrary contained in this Section 4.01, if there is a Deficit and the Corporation is in breach of any of its obligations under this Indenture, any sale, lease or other disposition of the Mortgaged Property, out of the ordinary course of business, free of the lien of this Indenture, may not be effected without the prior written consent of the Trustee. The Trustee shall not unreasonably withhold such consent. The Trustee shall grant such consent if so directed by Holders holding not less than 50% of the outstanding principal amount of the Note. The Trustee shall respond to a Request for such consent within 45 days of such Request.

**Section 4.02 Operating Agreements.** (a) Subject to the provisions of this Section 4.02 and Article Ten hereof, the Corporation may from time to time, in its discretion, lease license, enter into, amend, terminate or grant trackage, haulage, joint facility and other operating rights and contracts or easements for any purpose deemed necessary or appropriate by the Corporation (collectively "Operating Agreements"). To the extent any Operating Agreement made or entered into after the Effective Date grants rights in or to Mortgaged Property, it shall be subordinated, and the rights and benefits to the Corporation shall be subject, to the lien of this Indenture; provided, upon Request from the Corporation or any other party to an Operating Agreement, the Trustee shall (and by acceptance of the Note, the Holder directs the Trustee to) undertake to not disturb the peaceful possession or use by any party to an Operating Agreement and preserve the benefits to such party under such Operating Agreement if such party undertakes to attorn to the Trustee and its successors. Upon request, the Corporation shall deliver to the Trustee a copy of any Operating Agreement affecting Mortgaged Property. Material Operating Agreements affecting the Mortgaged Property must provide for, or the Corporation must receive, rent or other consideration determined by the Corporation in good faith to be fair.

**SECTION 4.03. Surplus.** At any time and to the extent there is a Surplus, the Corporation may designate in an Officer's Certificate delivered to the Trustee, Mortgaged Property, in accordance with Section 3.14, above, having a fair market value less than or equal to such Surplus as being free from the lien of this Indenture and upon such designation such property shall be released from the lien of this Indenture and cease to be Mortgaged Property.

**SECTION 4.04. Receivers.** In case the Mortgaged Property shall be in the possession of a Receiver, the powers

referred by this Article Four upon the Corporation may be exercised by such Receiver irrespective of the happening of any Event of Reinstatement. In any case of the exercise of said powers by a Receiver, such Receiver shall deliver to the Trustee, in lieu of any Certified Resolutions, Officers' Certificates and Opinions of Counsel required by any provision of this Article Four to be delivered to the Trustee by the Corporation, appropriate orders of court, certificates of such Receiver and Opinions of Counsel.

## ARTICLE FIVE

### PLEGDED SECURITIES

**SECTION 5.01. Delivery of Pledged Securities.** Any and all certificates or instruments representing or evidencing the Pledged Securities shall be delivered to and held by or on behalf of the Trustee pursuant to this Indenture and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee. In addition, the Trustee shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Securities for certificates or instruments of smaller or larger denominations.

### **SECTION 5.02. Voting Rights; Dividends; etc.**

(a) So long as no Event of Reinstatement shall have occurred:

(i) The Corporation shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities or any part thereof for any purpose.

(ii) The Corporation shall be entitled to receive and retain any and all dividends and interest paid in respect of the Pledged Securities. The Corporation agrees, however, that any Securities and all dividends and interest paid or payable other than in cash in respect of any Pledged Securities ("Non Cash Dividends") and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Securities ("Other Distributions") shall be Pledged Securities or otherwise subject to the lien of this Indenture. If required to perfect the lien granted by this Indenture, the Corporation agrees to forthwith deliver such Non Cash Dividends and such Other Distributions to the Trustee to hold as Pledged Securities and shall, if received by the Corporation, be received in trust for the benefit of the Trustee, be segregated from the other property or funds of the Corporation, and be forthwith delivered to the Trustee

as Pledged Securities in the same form as so received (with any necessary endorsement).

(iii) The Trustee shall execute and deliver (or cause to be executed and delivered) to the Corporation all such proxies and other instruments as the Corporation may reasonably request for the purpose of enabling the Corporation to exercise the voting and other rights which it is entitled to exercise pursuant to clause (i) above and to receive the dividends or interest payments which it is authorized to receive and retain pursuant to clause (ii) above.

(b) Upon the occurrence of an Event of Reinstatement all rights of the Corporation to exercise the voting and other rights which it would otherwise be entitled to exercise pursuant to Section 5.02 (a)(i) and to receive the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 5.02 (a)(ii) shall upon demand by the Trustee cease, and all such rights shall thereupon become vested in the Trustee.

**SECTION 5.03. Sale or Consolidation of Pledged Subsidiary.** The pledge hereunder at any time of any shares of stock of any Pledged Subsidiary shall not prevent the consolidation or merger of such Subsidiary with, or the sale, conveyance, transfer or lease of all or any part of the property of such Subsidiary to, the Corporation or a wholly-owned Subsidiary of the Corporation; provided, however, that such consolidation, merger, sale, conveyance, transfer or lease shall be made only upon such terms as shall not materially and adversely affect the security hereof. In the event of the consolidation or merger of any such Subsidiary with, or the sale, conveyance, transfer or lease of all or substantially all its property to, the Corporation, this Indenture ipso facto shall become and be a lien upon that much of the property of such merged or consolidated Subsidiary as shall be the equitable equivalent in value of the total stock or equity of such Subsidiary theretofore pledged hereunder with the same force and effect as if such assets had been directly owned by the Corporation at the date of this Indenture and conveyed to the Trustee hereunder; and the Corporation shall execute and deliver to the Trustee an Officer's Certificate describing such property and all such instruments as may be required of it by the Trustee further to establish and perfect such lien.

## ARTICLE SIX

### EVENTS OF REINSTATEMENT AND REMEDIES

**SECTION 6.01. Event of Reinstatement.** Each of the following events shall be an Event of Reinstatement if and only

as Pledged Securities in the same form as so received (with any necessary endorsement).

(iii) The Trustee shall execute and deliver (or cause to be executed and delivered) to the Corporation all such proxies and other instruments as the Corporation may reasonably request for the purpose of enabling the Corporation to exercise the voting and other rights which it is entitled to exercise pursuant to clause (i) above and to receive the dividends or interest payments which it is authorized to receive and retain pursuant to clause (ii) above.

(b) Upon the occurrence of an Event of Reinstatement all rights of the Corporation to exercise the voting and other rights which it would otherwise be entitled to exercise pursuant to Section 5.02 (a)(i) and to receive the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 5.02 (a)(ii) shall upon demand by the Trustee cease, and all such rights shall thereupon become vested in the Trustee.

**SECTION 5.03. Sale or Consolidation of Pledged Subsidiary.** The pledge hereunder at any time of any shares of stock of any Pledged Subsidiary shall not prevent the consolidation or merger of such Subsidiary with, or the sale, conveyance, transfer or lease of all or any part of the property of such Subsidiary to, the Corporation or a wholly-owned Subsidiary of the Corporation; provided, however, that such consolidation, merger, sale, conveyance, transfer or lease shall be made only upon such terms as shall not materially and adversely affect the security hereof. In the event of the consolidation or merger of any such Subsidiary with, or the sale, conveyance, transfer or lease of all or substantially all its property to, the Corporation, this Indenture ipso facto shall become and be a lien upon that much of the property of such merged or consolidated Subsidiary as shall be the equitable equivalent in value of the total stock or equity of such Subsidiary theretofore pledged hereunder with the same force and effect as if such assets had been directly owned by the Corporation at the date of this Indenture and conveyed to the Trustee hereunder; and the Corporation shall execute and deliver to the Trustee an Officer's Certificate describing such property and all such instruments as may be required of it by the Trustee further to establish and perfect such lien.

## ARTICLE SIX

### EVENTS OF REINSTATEMENT AND REMEDIES

**SECTION 6.01. Event of Reinstatement.** Each of the following events shall be an Event of Reinstatement if and only

(b) Notwithstanding the foregoing, if at any time after the principal of the Note shall have so become due and payable and before any sale of the Mortgaged Property or any part thereof shall have been made, and the reasonable charges and expenses of the Trustee, its agents and attorneys, shall be paid by the Corporation or collected out of the income of the Mortgaged Property, then and in every such case the Holders of at least 50% in principal amount of the Note then outstanding by written notice to the Corporation and the Trustee, may waive any Event of Reinstatement and its consequences and rescind the maturity of the Note, but no such waiver and rescission shall extend to or affect any subsequent Event of Reinstatement or impair any right consequent thereon.

(c) In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Corporation and the Trustee shall be restored to their former positions and rights hereunder in respect of the Mortgaged Property, and all rights, remedies and powers of the Trustee and of the Corporation shall continue in the future as though no such proceedings have been taken and the Corporation shall take all necessary steps of filing to perfect such secured interest.

**SECTION 6.04. Waivers.** (a) All sales made pursuant to this Indenture under or by virtue of any judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Corporation of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against the Corporation, its successors and assigns, and against any and all persons claiming the premises and property sold, or any part thereof, from, through or under the Corporation, its successors or assigns.

(b) The Corporation, for itself and all persons and entities hereafter claiming through or under it, hereby expressly waives and releases all right to have the Mortgaged Property marshalled for its benefit upon any foreclosure or other enforcement hereof.

(c) The personal property and chattels conveyed or intended to be conveyed by or pursuant to this Indenture, other than cash and Securities, shall be deemed to be real estate for all the purposes of this Indenture, and shall be held and taken to be fixtures and appurtenances of the lines of railroad subject to the lien of this Indenture and a part thereof, and may be used and sold therewith. To the extent any of the Mortgaged Property is personal property or fixtures, the Corporation hereby grants a security interest therein to the Trustee to secure the

performance by the Corporation of its obligations under this Indenture and the Note and agrees to take all action required by Section 3.10 to perfect such security interest.

**SECTION 6.05. Purchasers Take Free.** The written receipt of the Trustee (or other person authorized to receive the same) for the purchase money paid at any sale under this Article Six (whether by foreclosure or otherwise) shall be a sufficient discharge therefor to any purchaser of the property, or any part thereof, sold as aforesaid, and no such purchaser, or such purchaser's representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money or any part thereof upon or for any trust or purpose of this Indenture, or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

**SECTION 6.06. Application of Proceeds.** The purchase money, proceeds and avails of any sale under this Article Six, together with any other sums which may be held by or for the Trustee under any of the provisions of this Indenture as part of the Mortgaged Property shall be applied as follows:

**FIRST:** To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee under this Indenture and to the payment of all taxes, assessments and Prior Liens, except taxes, assessments and Prior Liens, if any, subject to which the property shall have been sold;

**SECOND:** To the payment of the whole amount then due and unpaid upon the Note, for principal and for interest, if any, and in case such proceeds shall be insufficient to pay in full such whole amount so due and unpaid, then to the payment thereof ratably, according to the aggregate of such principal and interest, if any, without preference or priority of any Holder over any other Holder; and

**THIRD:** To the payment of the surplus, if any, to the Corporation, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

**SECTION 6.07. Holder As Purchaser.** In case of any sale under the provisions of this Article Six, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply the Note in order that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the Holder of such Note, as such Holder's ratable share of such net proceeds; and such purchaser shall be credited on account of the purchase price

payable by such purchase with the sums payable out of such net proceeds which shall be applicable to the payment of and which shall have been credited upon the Note; and at any such sale, the Holder of the Note may bid for and purchase such property and may make payment therefor as aforesaid and, upon compliance with the terms of said sale, may hold, retain and dispose of such property without further accountability therefor, except to pay the Trustee's costs and the expenses of sale, as set forth in Section 6.06 above.

**SECTION 6.08. Trustee to File Claims, etc.** The Trustee is hereby appointed (and the successive Holders of the Note by taking and holding the same shall conclusively be deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective Holders of the Note, with authority to make or file (irrespective of whether the Note is in default as to payment of principal or interest), in the respective names of the Holders of the Note or in behalf of all Holders of the Note as a class, any proof of claim, amendment to any proof of claim, petition or other document, and to execute any and all other papers and documents and do and perform any and all other acts and things for and in behalf of the respective Holders of the Note or in behalf of all Holders of the Note as a class, as may be necessary or advisable in the judgment of the Trustee in order to have the claims of the holders of the Note against the Corporation, or any successor, or any other person or corporation, allowed and paid in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding which shall involve the Mortgaged Property or any part thereof, and to receive payment of or on account of any such claim or claims; and any Receiver in any such proceeding is hereby authorized (and each Holder of the Note by such Holder's acceptance thereof authorizes any such Receiver) to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Holders of the Note, to pay to the Trustee any amount due it for compensation and expenses, including counsel fees, incurred by it up to the date of such distribution. The Trustee shall have full power of substitution and delegation in respect of any such power. Nothing herein contained shall give the Trustee authority to assent to or reject on behalf of any Holder of Note any plan of reorganization proposed or approved in any such proceeding.

**SECTION 6.09. Enforcement of Remedies.** (a) Except as otherwise provided in Section 6.08, no Holder of the Note shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust hereunder, including the appointment of a Receiver, or for any other remedy hereunder, unless such Holder previously shall have delivered to the Trustee written notice that some one or more specified Events of Reinstatement has happened and the Holders of not less than 50% in principal amount of the Note then outstanding shall have requested the Trustee in writing, and shall have afforded to it reasonable

opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, and one or more Holders of the Note shall have offered to the Trustee reasonable security and indemnity, satisfactory to the Trustee, against the Trustee's fees for additional services and the costs, expenses, (including reasonable attorneys' fees and liabilities to be incurred therein or thereby) and the Trustee shall have refused or neglected to act on such notification, request and offer of indemnity (and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for foreclosure, including the appointment of a Receiver, or for any other remedy hereunder) it being understood and intended that no Holder of the Note shall have any right in any manner whatever by such Holder's action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had or maintained in the manner herein provided, and for the equal benefit of all Holders of the outstanding Note.

(b) Nothing contained in this Section 6.09 or elsewhere in this Indenture or in the Note shall alter or impair the rights of the Holders to receive payment of the principal of the Note and the interest thereon, if any, on the terms and conditions, at the time and place, in the amount, and in the currency, prescribed in such Note and in this Indenture, or affect or impair the right of action at law, which is also absolute and unconditional of such holders to enforce such payments as provided herein.

**SECTION 6.10. Remedies Not Exclusive.** Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the Holders of the Note is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

**SECTION 6.11. No Waivers by Trustee.** No delay of the Trustee or of any Holder of the Note in exercising any right or power accruing upon any default and no omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article Six to the Trustee or to the Holders of the Note, may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the Holders of the Note, respectively.

**SECTION 6.12. Impairment of Security.** The Trustee shall have the power (but unless indemnified as set forth in

Section 8.01(c) hereof, shall not be required) to institute and maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or governmental enactment, rule or order that it may believe to be unconstitutional, or otherwise invalid, if the enforcement of, or compliance with, or observance of, such enactment, rule or order would, in the judgment of the Trustee, impair the security hereunder or be prejudicial to the Trustee or to the Holders of the Note.

## **ARTICLE SEVEN**

### **IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS; NO DEFICIENCY**

No recourse shall be had for the payment of the principal if any, of, or the interest, if any, on, the Note, or any part thereof, or for any claim based on the Note or this Indenture or otherwise in respect of the Note or this Indenture or of the indebtedness represented by the Note or this Indenture, (including in each case, any indenture supplemental hereto) against the Corporation or any asset of the Corporation (other than the Mortgaged Property), either directly or through the Corporation or any successor corporation or any other person or entity, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, it being expressly understood and agreed that no claim shall be asserted against the Corporation or any of its assets (other than the Mortgaged Property) because of the incurring of the indebtedness hereby secured or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or any supplemental indenture or the Note, and all such liability and claims, whether presently existing or hereafter arising, are hereby expressly waived and released as a part of the consideration for the execution of this Indenture and the issue of the Note. Notwithstanding the foregoing, the Trustee shall have recourse against the Corporation and its assets for acts or omissions found by a court of final appeal to have constituted intentional and willful fraud.

A director, officer, employee, stockholder or incorporator of the Corporation, as such, shall not have any liability for any obligations of the Corporation under the Note or this Indenture or for any claim based on, or in respect of, or by reason of, their creation. Each Holder by accepting the Note or any Interest therein waives and releases all such liability.

The benefits provided and intended to be provided by provisions of the Article Seven are an essential element of the Corporation's agreement to execute and deliver this Indenture and the Note and apply notwithstanding anything to the contrary contained in this Indenture or the Note.

## ARTICLE EIGHT

### CONCERNING THE TRUSTEE

**SECTION 8.01. Acceptance by Trustee.** The Trustee accepts the trusts hereby created upon the following terms and conditions to all of which the Corporation and the Holders of the Note at any time outstanding, by their acceptance thereof, agree:

(a) The recitals herein and in the Note contained shall be taken as the statements of the Corporation, and the Trustee assumes no responsibility for the correctness of the same.

(b) The Trustee shall be under no duty to file, register or record or cause to be filed, registered or recorded this Indenture or any supplement hereto as a mortgage, conveyance or transfer of real or personal property or otherwise, or to refile, reregister or rerecord or renew the same.

(c) The Trustee may execute any of the trusts under this Indenture or exercise any of the powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees and the Trustee shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees, provided reasonable care has been exercised in the selection and in the continued employment of any such attorney, agent or employee, nor shall the Trustee be otherwise answerable or accountable to the Holders under any circumstances whatsoever, except for negligence or bad faith. The Trustee shall not be under any obligation or duty to institute, appear in or defend any suit in respect hereof, unless first reasonably indemnified for its fees for additional services, costs, expenses, including reasonable attorneys' fees, and for any liability it may incur as a result of undertaking such action, and the Trustee shall not be under any obligation to take any action in respect of any default or otherwise or toward the execution or enforcement of any of the trusts hereby created or to institute, appear in or defend any suit or other proceeding in connection therewith, unless one or more of the Holders of the Note shall, as often as required by the Trustee, furnish it with reasonable security and indemnity against the costs and expenses, including reasonable attorneys' fees, of said proceeding, and for its fees for additional services and for any liability which it might incur as a result of undertaking such action, but this provision shall not affect any discretionary power herein given to the Trustee to determine whether or not it shall take action in respect of such default or otherwise.

(d) The Trustee shall be entitled in taking, failing to take, or permitting any action under the provisions of this Indenture to assume that no Event of Reinstatement has happened, unless (a) the Trustee shall have actual knowledge that an Event of Reinstatement has happened or (b) a Holder of a Note shall have notified the Trustee in writing that an Event of Reinstatement has happened.

(e) In any instance or instances in which the Trustee is required or permitted by any provision of this Indenture, or in the execution of the trusts hereunder to exercise discretion, the Trustee may employ an Independent engineer, accountant, or other expert or adviser and the Trustee shall be fully protected in relying upon any statement of fact or opinion of any such engineer, accountant, expert or adviser; but nothing in this clause (e) shall be construed to require the employment of any such engineer, accountant, expert or adviser.

(f) The Trustee may consult with counsel (who may be counsel for the Corporation) and the opinion of such counsel and any Opinion of Counsel delivered to the Trustee in accordance with this Indenture shall be full and complete authority and protection in respect of any action taken, suffered or omitted by it hereunder in good faith, in accordance with any such opinion.

(g) Any notice, resolution, request, certificate, statement, appraisal, opinion, report, order or other paper which in accordance with any provision of this Indenture is required or permitted to be delivered to the Trustee may be accepted without further inquiry if believed by it to be genuine and to have been signed, sent or presented by the proper party or parties and the Trustee shall not be liable for any action taken, suffered or omitted in good faith and in reliance thereon. The Trustee shall be under no duty to make any further investigation into the matters covered by any such notice, resolution, request, certificate, statement, appraisal, opinion, report, order or other paper before granting any application for the authentication or delivery of the Note or for the execution of any release or consent or any other application to the Trustee or before taking, suffering or omitting to take any other action, hereunder, provided, however, that the Trustee may make any such independent inquiry or investigation as it may see fit.

(h) The Corporation covenants and agrees to pay to the Trustee from time to time, on demand of the Trustee, reasonable compensation (which shall not be limited by any provision of law with respect to the compensation of fiduciaries or of trustees of an express trust) for all services rendered by it hereunder provided such fees shall not exceed \$10,000 per year and the original Trustee as named herein and any other governmental unit or agency shall

act without compensation and also its reasonable expenses and outside counsel fees and other disbursements and those of its outside attorneys, agents and employees, incurred in the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder. The Corporation also covenants to indemnify the Trustee for, and to hold it harmless against any loss, liability or expense, including reasonable outside attorneys' fees, incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs or expenses of defending against any claim of liability in the premises. The Corporation further covenants and agrees to pay interest to the Trustee upon all amounts paid, advanced or disbursed by the Trustee for which it is entitled to reimbursement or indemnity as herein provided. The Trustee shall have a lien on the Mortgaged Property prior to the lien of the Note, for all amounts agreed to be paid by, and for all obligation of the Corporation under this subparagraph (h).

(i) Whenever in the administration of the trusts created by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, said matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be proved and established by an Officers' Certificate delivered to the Trustee, but in its discretion the Trustee may require such further or additional evidence as to it may seem reasonable.

(j) Except as provided in Section 8.02 hereof, the Trustee shall be under no duty to invest any moneys paid to or deposited with it or to its credit pursuant to any of the provisions of this Indenture, and shall not be liable for interest on any moneys during the period such moneys remain on deposit with it, except such interest as the Trustee may agree with the Corporation to pay thereon.

(k) The Trustee, or any corporation in or with which the Trustee may be interested or affiliated, may act as depositary, transfer agent, exchange agent, paying agent, registrar, custodian, escrow agent or fiscal agent for the Corporation or for any committee or other body, firm or corporation in respect of the Note or in respect of any other securities of the Corporation or any other corporation.

(l) Any action at any time taken by the Trustee pursuant to or with respect to this Indenture at the request or with the consent or approval of any person who at the time is the Holder of any Note, shall be conclusive and binding upon all the future Holders of such Note.

(m) All rights of action under this Indenture may be enforced by the Trustee without the possession of either the Note or the production thereof on the trial or other proceedings relative thereto.

(n) No implied covenant shall be read into this Indenture against the Trustee; but the duties of the Trustee shall be determined solely by the provisions of this Indenture.

**SECTION 8.02. Money Deposited With Trustee.**

(a) Any moneys which at any time shall be deposited with the Trustee shall be held in trust by the Trustee for the Holder of the Note until disposed of in accordance with the provisions of this Indenture but need not be segregated and may be held as part of the general funds of the Trustee.

(b) Any deposited cash in excess of \$100,000 shall be invested or reinvested by the Trustee in any obligations, as specified in a Request of the Corporation or, if not so specified, as determined by the Trustee, maturing not more than five years after their acquisition which as to principal and interest constitute direct obligations of the United States of America. The Corporation shall promptly reimburse the Trustee for any expenses incurred by it in connection with the purchase or sale thereof, including any brokerage commissions.

**SECTION 8.03. Merger of Trustee.** Any corporation into which the Trustee may be merged or converted, or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, if such corporation shall be a trust company or a banking corporation in good standing organized under the laws of the United States of America or one of the fifty states with its principal office in the United States and having a capital and surplus aggregating at least \$100,000,000 shall be the successor Trustee under this Indenture without the execution or filing of any paper or the performance of any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 8.04. Resignation; Removal.** (a) The Trustee may at any time resign and be discharged from the trusts hereby created by giving to the Corporation written notice of such resignation specifying a date when such resignation shall take effect.

(b) The Trustee may be removed at any time by the Holders of not less than 50% in principal amount of the Note at the time outstanding. Any Trustee so removed shall be entitled

to its reasonable compensation then accrued and unpaid and the reimbursement of proper expenses theretofore incurred and not previously reimbursed.

**SECTION 8.05. Successors.** (a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting or shall be adjudged bankrupt or insolvent or if a Receiver of the Trustee or of its property shall be appointed, or if any public officer in the exercise of his or her official power shall take charge or control of the Trustee, or its property or affairs, or if a vacancy shall arise in the trusteeship under this Indenture from any other cause, the Corporation, by an instrument duly executed and acknowledged by its proper officers, by authority of its Board of Directors, may appoint a successor Trustee to fill the vacancy until the appointment of a new Trustee by the Holders of not less than 50% in principal amount of the Note or by a court as hereinafter provided. The Corporation shall promptly notify each Holder of the Note of any such appointment made by it.

(b) In any instance in which the Corporation may be authorized to appoint a Trustee to fill a vacancy, a successor Trustee may be appointed by the Holders of not less than 50% in principal amount of the Note then outstanding, notification being given to the Corporation and the predecessor Trustee; provided, however, that no such appointment may be made (i) more than one year after the appointment by the Corporation of a successor Trustee to fill such vacancy; or (ii) after the appointment of a successor Trustee by a court as hereinafter provided. Upon the appointment of a successor Trustee by the Holders of the Note as hereinabove provided, any successor Trustee theretofore appointed by the Corporation to fill a vacancy shall immediately and without further act be superseded by the successor Trustee so appointed.

If no appointment of a successor Trustee shall be made by the Holders of not less than 50% in principal amount of the Note or by the Corporation pursuant to the foregoing provisions of this Section 8.05 within three months after the happening of any of the events set forth in Section 8.05 (a), any Holder of the Note or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint a successor Trustee, unless in the meantime, a successor Trustee shall have been so appointed by the holders of the Note.

(c) Every successor to the Trustee appointed under any of the provisions of this Article Eight shall be a trust company or a banking corporation in good standing organized under the laws of the United States of America or one of the fifty states with its principal office in the United States and having a

capital and surplus aggregating at least \$100,000,000, if there be such a trust company or banking corporation able and willing to act on customary terms.

(d) Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the predecessor Trustee hereunder and to the Corporation an instrument in writing accepting such appointment hereunder, and thereupon said successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as Trustee herein; but the retiring Trustee, nevertheless, on the written request of the Corporation or of the successor Trustee and upon payment of its unpaid compensation and expenses, if any, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in said successor Trustee all the right, title and interest of the retiring Trustee in and to the Mortgaged Property and said rights, powers, trusts, duties and obligations; and the retiring Trustee shall also, upon like request and upon payment of its unpaid compensation and expenses as aforesaid, pay over, assign and deliver to the successor Trustee any money and other property subject to the lien of this Indenture then held by it and deliver any and all records, or copies thereof, in respect of the trusts hereunder which it may have; and upon request of any successor Trustee the Corporation shall execute, acknowledge and deliver any and all deeds, conveyances or other instruments in writing for more fully and certainly vesting in and confirming to such successor Trustee said estates, properties, rights, powers, trusts, duties and obligations. In no event shall the resignation or removal of the Trustee or any successor or the appointment of a co-Trustee or a successor Trustee under any provision of this Indenture result in any cost or expenses to the Corporation which it would not be liable for if the original Trustee named herein continued as sole Trustee.

**SECTION 8.06. Co-Trustees.** If at any time or times, in order to conform to any legal requirement or in order fully to protect the interests of the holders of the Note, the Trustee shall so request, the Corporation and the Trustee shall unite in the execution and performance of all instruments and agreements necessary or proper to appoint another bank or trust company or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees of all or any part of the Mortgaged Property, jointly with the Trustee, or to act as separate trustee or trustees of any such property, with such power and authority as may be necessary to the effectual operation of the trusts herein set forth and specified in the instrument of appointment.

## ARTICLE NINE

### POSSESSION UNTIL REINSTATEMENT -- DEFEASANCE CLAUSE

**SECTION 9.01. Corporation in Possession.** Unless and until a Receiver shall have entered into possession of the Mortgaged Property or a substantial part thereof or some one or more of the Events of Reinstatement shall have occurred, the Corporation, its successors and assigns, shall be suffered and permitted to retain actual possession of all of the Mortgaged Property (other than Pledged Securities and cash held by the Trustee as provided hereunder) and to manage, operate and use the same and every part thereof with the rights and franchises appertaining thereto and to collect, receive, take, use and enjoy the rents, earnings, income, issues and profits thereof.

## ARTICLE TEN

### CONSOLIDATION, MERGER, CONVEYANCE AND LEASE

**SECTION 10.01. Limitations.** (a) Except as provided in this Article Ten, the Corporation shall not merge or consolidate with any other corporation or effect a Significant Asset Sale. Nothing in this Article Ten, this Indenture or in the Note shall prevent the consolidation or merger of the Corporation with or into any other corporation or entity lawfully entitled to acquire and operate the Mortgaged Property or the consummation of a Significant Asset Sale, provided, however, that

(1) every such consolidation, merger, or Significant Asset Sale shall be on such terms as shall fully preserve the lien and security of this Indenture and the rights and powers of the Trustee and of the holders of the Note hereunder;

(2) immediately upon such consolidation, merger, or Significant Asset Sale, the Successor Corporation shall, by indenture supplemental hereto, expressly assume the obligations of the Corporation with respect to the Note according to its tenor and purport and the due and punctual performance of all the terms and conditions of this Indenture and of any indenture supplemental hereto to be kept and performed by the Corporation with respect to the Mortgaged Property so transferred;

(3) the Successor Corporation shall have immediately after such consolidation, merger or Significant Asset Sale, a Debt to Equity Ratio of not less than 3:2 and a Consolidated Equity which is equal to or greater than the lesser of (i) \$25,000,000 and (ii) the Consolidated Equity of the Corporation immediately preceding such event; and

(4) in the case of a Significant Asset sale effected by lease, the Corporation's interest as lessor shall also remain liable as Mortgaged Property with respect to the principal of and interest, if any, on the Note according to its tenor and the due and punctual performance of all the terms and conditions of this Indenture and of any indenture supplemental hereto to be kept and performed by the Corporation.

For the purpose of this Article Ten the term "Successor Corporation" shall mean any corporation or entity other than the Corporation, resulting from any such consolidation or surviving in any such merger or the transferee in any such Significant Asset Sale.

(b) Notwithstanding the provisions of clause (3) of Section 10.01(a) if the Successor Corporation is an Affiliate of the Corporation, the consolidation or merger of the Corporation with or into such Affiliate and a Significant Asset Sale to such an Affiliate will be permitted: (i) upon satisfaction of the conditions set forth in clauses (1), (2) and (4) of Section 10.01(a) and (ii) if the condition set forth in such Clause (3) is satisfied or such Affiliate shall have, immediately after such consolidation, merger or Significant Asset Sale a Consolidated Equity and a Debt to Equity Ratio which is at least equal to the Consolidated Equity and not greater than the Debt to Equity Ratio of the Corporation immediately prior thereto.

**SECTION 10.02. Supplemental Indenture.** Any supplemental indenture provided for in Section 10.01 hereof shall contain

(1) a grant by the Successor Corporation confirming the prior lien of this Indenture upon the Mortgaged Property; and

(2) a covenant by the Successor Corporation to keep the Mortgaged Property, so far as practicable, readily identifiable; and a stipulation that the Trustee shall not be taken impliedly to waive, by accepting or joining in the supplemental indenture, any rights it would otherwise have.

**SECTION 10.03. Successor Corporation Liable.** In case the Corporation shall be consolidated with or merged into or shall effect a Significant Asset Sale to any other person or entity as permitted and upon the terms provided in Section 10.01 hereof, the Successor Corporation, upon executing and delivering to the Trustee, and causing to be recorded, the supplemental indenture provided for in this Article Ten, shall be subject to, succeed to, and be substituted for, the Corporation with the same force and effect as if it had been named in and had executed this Indenture, and shall have and possess and may exercise subject to the terms and conditions of this Indenture each and every power, authority and right herein reserved to or conferred upon the

Corporation and, subject to the provisions of Section 10.01(a)(4), the Corporation shall be released from all obligations hereunder with respect to the Mortgaged Property so transferred.

The Trustee may receive an Opinion of Counsel as conclusive evidence that any consolidation, merger, or Significant Asset Sale and any supplemental indenture delivered to the Trustee pursuant to the provisions of Section 10.01 hereof, comply with the provisions of this Article Ten.

## ARTICLE ELEVEN

### SUPPLEMENTAL INDENTURES

**SECTION 11.01. Supplemental Indentures.** (a) The Corporation, (when authorized by resolution of the Board of Directors), and the Trustee, from time to time and at any time, may, without any authorization or consent of the Holders of the Note, enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(1) to correct the description of any property hereby conveyed transferred and assigned, or intended so to be or to convey, transfer and assign to the Trustee and to subject to the lien of this Indenture, with the same force and effect as though included in the Granting Clauses hereof, additional property;

(2) to pledge with or assign to the Trustee and to subject to the lien of this Indenture, Securities;

(3) to evidence the succession of another corporation to the Corporation or successive successions and the assumption by any such successor corporation of the covenants and obligations of the Corporation under this Indenture.

(4) to add to the covenants of the Corporation such further covenants as the Board of Directors shall consider to be for the protection of the Mortgaged Property and of the Holders of the Note; provided, however, that in respect of any such additional covenant such supplemental indenture may provide for a particular period of grace after default which may be shorter or longer than allowed in the case of other defaults or may permit an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default;

(5) to make any modifications herein or in the form of the Note which may be required by law;

(6) to permit the Note issued under this Indenture to be appropriately renamed and references in the Note to this Indenture appropriately to be altered all in such manner as appropriately to reflect any improvement in the character of priority of the lien of this Indenture; and

(7) for any other purpose not inconsistent with the terms of this Indenture, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any omission or any defective or inconsistent provision contained herein or in any supplemental indenture.

(b) The Trustee is authorized to join with the Corporation in the execution of any such supplemental indenture to make any further agreements and stipulations which may be therein contained not inconsistent with the provisions of this Indenture and to accept the conveyance, transfer and assignment of any property thereunder. The Trustee is also authorized to join with the Corporation in the execution of any supplemental indenture authorized by action taken in accordance with the provisions of Article Twelve hereof.

(c) The Corporation agrees to furnish to the Trustee upon the execution and delivery of each supplemental indenture, whether pursuant to the provisions of the Article Eleven or any other provision of this Indenture, and the Trustee shall be fully protected in relying upon an Opinion of Counsel that the execution of such supplemental indenture is authorized by and is in compliance with provisions of this Indenture.

**SECTION 11.02. Recordations.** Each supplemental indenture shall be recorded in such offices, if any, as may then be required by law in such place or places, if any, as may be necessary to effectuate the lien of this Indenture upon any property conveyed to the Trustee by such supplemental indenture or to protect the lien of this Indenture upon the property theretofore subject to the lien hereof. Within two months after the execution of each supplemental indenture the Corporation shall deliver to the Trustee an Officer's Certificate stating that such supplemental indenture has been duly recorded as stated in such Certificate and that no additional recording is requisite under the provisions of this Indenture or, as the case may be, that such supplemental indenture is not required to be recorded under the provisions of this Indenture.

## **ARTICLE TWELVE**

### **POWERS OF NOTEHOLDERS**

**SECTION 12.01. Majority Holders.** (a) The Holders of not less than 50% in principal amount of the Note then outstanding may:

(1) authorize the Trustee to join with the Corporation in making any change in the lien of this Indenture or any other modification in or addition to any provisions of this Indenture or the rights and obligations of the Corporation or the rights of the Holders of the Note under this Indenture, provided that no modification of or addition to the provisions of this Indenture which, in the opinion of the Trustee, shall affect the rights, duties or immunities of the Trustee under this Indenture may be made without its written consent;

(2) sanction any compromise with the Corporation of the rights of the Holders of the Note against the Corporation or against its property whether such right shall arise under the provisions of this Indenture or otherwise;

(3) cause the Trustee to release from the lien of this Indenture any of the Mortgage Property with or without compliance with the provisions of Article Four hereof, with or without the consent of the Corporation and whether or not any Event of Reinstatement shall have happened;

(4) sanction any plan for the reorganization, readjustment or liquidation of the Corporation;

(5) authorized the Trustee to accept in satisfaction or part satisfaction for the sale or transfer of all or any part of the Mortgaged Property any securities of any corporation formed or to be formed; and

(6) waive any default on the part of the Corporation upon such terms as may be approved by such Holders of the Note.

(b) The Trustee shall be entitled to rely upon an Opinion of Counsel with respect to the manner and extent, if any, to which any action taken pursuant to the Article Twelve affects the outstanding rights of the Holders of the outstanding Note.

(c) Upon the demand of the Holder of any Note outstanding at the date of the taking of any action pursuant to this Article Twelve and presentation of the Note for that purpose, the Corporation shall cause suitable notation to be made on such Note by endorsement or otherwise, as to any such action. If the Corporation or the Trustee shall so determine a new Note, so modified as to conform in the opinion of the Trustee and the Board of Directors, to any action taken pursuant to this Article Twelve shall be prepared by the Corporation and delivered without cost to the Holders of the Note then outstanding hereunder upon surrender of such Note in equal aggregate principal amounts. The Corporation or the Trustee may require the Note outstanding to be presented for notation or exchange as aforesaid, if either of them shall see fit to do so.

## ARTICLE THIRTEEN

### MISCELLANEOUS PROVISIONS

**SECTION 13.01. Cancelled Note.** Except as otherwise expressly provided in this Indenture, any Note cancelled pursuant to any provision of this Indenture shall be cremated, subject to such rules and regulations, if any, as may be prescribed by the Interstate Commerce Commission; unless such rules and regulations otherwise require, any such cremation shall be by the Trustee or an agent designated by it.

**SECTION 13.02. Money Held By Paying Agents.** (a) Any moneys received by any Paying Agent under any provision of this Indenture for the payment of the principal of, or interest, if any, on the Note shall be held in trust for the Holders of the Note for the payment of which such moneys were received until paid conformably with the provisions of this Indenture, but need not be segregated and may be held as part of the general funds of the Paying Agent, and the Paying Agent shall not be under any liability for interest on any such moneys, except such as it may agree with the Corporation to pay thereon.

(b) Upon the request of the Corporation, and subject to any applicable laws to the contrary, any moneys held by any Paying Agent or by the Trustee which shall have been deposited for the payment of the principal of, or interest, if any, on the Note and which may remain unclaimed by the Holder of such Note entitled thereto for six years after the date when such moneys were payable shall be repaid by the Paying Agent or the Paying Agent or the Trustee with respect to such moneys shall cease upon such repayment and the Holders of such Note shall thereafter be entitled to look only to such moneys for the payment thereof, subject to the applicable statute of limitations.

(c) In no event shall the Holders of such Note be entitled to interest upon moneys so deposited, whether remaining with the Paying Agent or the Trustee or so repaid to the Corporation.

**SECTION 13.03. Non-Business Days.** In any case where the date fixed for payment of interest or premium on, or principal of, any Note shall be a Saturday or a Sunday, or shall be a legal holiday at Toronto or Montreal Canada, New York, New York or Washington, D.C. or shall be a date on which banking organizations at any such location are authorized or required by law to close, then payment thereof may be made on the next succeeding business day, with the same force and effect as if made on the nominal date of payment, and no interest shall accrue for the period after such nominal date.

**SECTION 13.04. No Third Party Beneficiaries.** Nothing in this Indenture expressed or implied is intended or shall be

construed to give to any person, firm or corporation or entity other than the parties hereto and the holders of the Note, any legal or equitable right, remedy or claim under or in respect of this Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Holders of the Note.

**SECTION 13.05. Interest to Trustee.** Interest payable to the Trustee under any provision of this Indenture but not on the Note shall be at the following rate or rates per annum: so long as there shall be a rediscount rate of the Federal Reserve Bank of New York, such interest shall be at the current rediscount rate of such Federal Reserve Bank plus 1-1/2% provided, however, that such interest shall be not less than 6-1/2% nor more than 12% per annum; if for any reason there shall cease to be a rediscount rate of the Federal Reserve Bank of New York, such interest shall be at the rate of 10% per annum.

**SECTION 13.06. Opinions of Counsel.** Any Opinion of Counsel may be based, insofar as it relates to factual matters or information which is in possession of the Corporation, upon the certificate of any officer or officers of the Corporation, unless such counsel has actual knowledge that such certificate is erroneous.

**SECTION 13.07. Force Majeure.** Performance by the Corporation (or any successor in interest to any Mortgaged Property) shall be excused for the period of delay caused by any act or omission by the Trustee or any Holder or any agent or employee of the Trustee or any Holder or by labor disputes, war, acts of governments or units of government, flood, fire, or acts of God, delay in transportation, detour, or reroute order, adverse weather conditions, equipment failure, casualty or unforeseen causes, provided the Corporation or any such successor uses reasonable efforts to minimize any such delay.

**SECTION 13.08. Headings.** The headings of the Articles and Sections hereof and the statements contained in the Table of Contents prefixed hereto are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 13.09. Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or 5 days after deposit in the U.S. or Canadian mails when sent by registered or certified mail or 1 day after deliver to Federal Express or other recognized commercial courier service when sent by such means addressed as follows:

If to the Corporation:

D&H Corporation  
c/o Canadian Pacific Limited  
40 University Avenue  
Suite 918  
Toronto, Ontario M5J 1E8  
Attention: Katharine F. Braid

with a copy to:

Sidley & Austin  
1722 Eye Street, N.W.  
Washington, D.C. 20006  
Attention: Terence M. Hynes

if to the Trustee:

The Administrator of  
The Federal Railroad Administration  
400 7th Street, S.W.  
Washington, D.C. 20590  
Attention: Chief Counsel

**SECTION 13.10. Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

**SECTION 13.11. Governing Law.** This Indenture shall be construed, governed and enforced in accordance with the laws (other than the conflicts of law principles) of the State of New York, except for those provisions regarding creation, perfection, priority and enforceability of any and all rights and remedies against any of the Mortgaged Property constituting real property, which shall be construed, governed and enforced in accordance with the laws of the state where such Mortgaged Property is located.

THE CORPORATION AND THE TRUSTEE HEREBY DECLARE AND ACKNOWLEDGE THAT THE CORPORATION HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS INDENTURE.

D&H CORPORATION, a Delaware corporation

Attest:

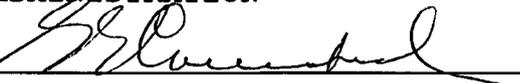
By   
Douglas Welsh  
Its Vice President

By \_\_\_\_\_  
Its Chairman

Type or print name:  
Robert J. Ritchie

[AFFIX CORPORATE SEAL]

THE ADMINISTRATOR OF  
THE FEDERAL RAILROAD  
ADMINISTRATION

By 

Type or print name:  
G.E. Carmichael

The undersigned acknowledges receipt of the foregoing Indenture and agrees to its terms.

UNITED STATES OF AMERICA

By   
The Administrator of  
the Federal Railroad  
Administration

Type or print name:  
G.E. Carmichael

DISTRICT OF )  
                  )        SS:  
COLUMBIA        )

I, James A. Bloom a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Albert E. Carmichael, being personally well-known to me as the person who executed the foregoing instrument, bearing date on the 15th of January, 1991, personally appeared before me in said District and, being by me duly sworn, acknowledged that he is the Administrator of the FEDERAL RAILROAD ADMINISTRATION, the Trustee for the United States of America, that the foregoing instrument was signed and sealed on behalf of said Administrator by authority of its

and that the execution of the foregoing instrument was the voluntary act and deed and the voluntary act and deed of such Administrator.

Given under my hand and seal this 15th day of January, 1991.

James A. Bloom  
Notary Public

[SEAL]

My commission expires:

April 14, 1992

DISTRICT OF )  
COLUMBIA )           ss:

I, Patricia S. North, a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Douglas Welsh, being personally well-known to me as the person who executed the foregoing instrument, personally appeared before me in said District and, being by me duly sworn, acknowledged that he is the Vice President of the D&H Corporation, that the foregoing instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and that the execution of the foregoing instrument was his voluntary act and deed and the voluntary act and deed of such corporation.

Given under my hand and seal this 14th day of January, 1991.

Patricia S. North  
Notary Public

[SEAL]

My commission expires:

November 30, 1995

THE CORPORATION AND THE TRUSTEE HEREBY DECLARE AND ACKNOWLEDGE THAT THE CORPORATION HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS INDENTURE.

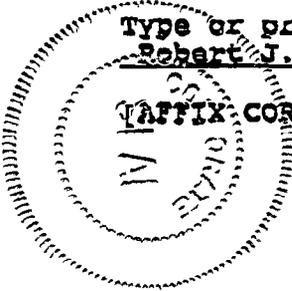
D&H CORPORATION, a Delaware corporation

Attest:

By \_\_\_\_\_  
Douglas Welsh  
Its Vice President

By R. J. Ritchie  
Its Chairman

Type or print name:  
Robert J. Ritchie



THE ADMINISTRATOR OF  
THE FEDERAL RAILROAD  
ADMINISTRATION

By \_\_\_\_\_

Type or print name:  
\_\_\_\_\_

The undersigned acknowledges receipt of the foregoing Indenture and agrees to its terms.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
The Administrator of  
the Federal Railroad  
Administration

Type or print name:  
\_\_\_\_\_

PROVINCE OF )  
                  )  
QUEBEC        )

ss:

I, Sally Kater, a Commissioner of Oath for the District of Montreal and for the Province of Quebec, Commissioner Number 91,736, DO HEREBY CERTIFY that Robert J. Ritchie, being personally well-known to me as the person who executed the foregoing instrument, personally appeared before me in said Province and, being by me duly sworn, acknowledged that he is the Chairman of the Board of the D&H CORPORATION, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the execution of the foregoing instrument was his voluntary act and deed and the voluntary act and deed of such corporation.

Given under my hand and seal this 14 th day of January, 1991.

Sally Kater  
Commissioner of Oaths

[SEAL]

My commission expires:

February 26, 1993

AFFIDAVIT

I, Katharine F. Braid, of the City of Toronto, in the Province of Ontario, take oath and swear as follows:

1. I am a barrister of the Supreme Court of Ontario and a Solicitor of the Law Society of Upper Canada and am employed by Canadian Pacific Limited, a Canadian corporation incorporated by Special Act, as Vice President, Legal Services.

2. I am personally acquainted with Robert J. Ritchie, President, CP Rail and Chairman of the D&H Corporation and with Sally Kotar who is employed in the Department of Legal Services of Canadian Pacific Limited. Pursuant to my instructions, Sally Kotar attended upon Robert J. Ritchie at his office in the City of Montreal in the Province of Quebec to swear to his signature on the Indenture, dated January 16, 1991, given by the D&H Corporation to the Federal Railway Administration on the assets of that company.

3. Now shown to me and attached hereto as Exhibit A to this my affidavit is a true copy of the Commission for swearing Oaths and taking Solemn Affirmations in the Province of Quebec of Sally Kotar.

4. Exhibit A is written in the French Language which is the official language of the Province of Quebec.

5. I have personally translated Exhibit A into the English language. Now shown to me and attached hereto as Exhibit B to this my affidavit is a true copy of my English translation of Exhibit A.

6. I am fluent in both the French and English languages and do hereby declare that Exhibit B is a true and accurate translation of Exhibit A.

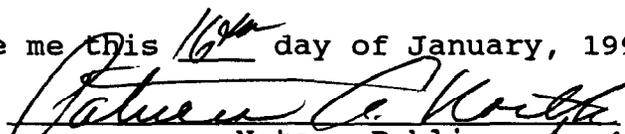
Dated, in the City of Washington in the District of Columbia, this 16th day of January, 1991.

  
Katharine F. Braid

District )  
          ) ss:  
of Columbia )

Subscribed and sworn to before me this 16<sup>th</sup> day of January, 1991.

[seal]

  
Notary Public  
My Commission Expires: 11/30/95

# COMMISSION

Numéro 91 736



Je, **GIL REMILLARD**, ministre de la Justice, reposant pleine confiance en la loyauté, l'intégrité et l'habileté de **SALLY KOTAR** et en vertu des articles 214 à 223 de la Loi sur les tribunaux judiciaires (L.R.Q., chapitre T-16), nomme cette personne, par commission sous mon sceau, pour une période de trois ans, **COMMISSAIRE À L'ASSEMENTATION** pour **TOUS LES DISTRICTS JUDICIAIRES DU QUÉBEC**

pour faire prêter le serment ou recevoir l'affirmation solennelle dans tous les cas où le serment ou l'affirmation solennelle est requis ou permis par les lois du Québec et, en particulier, faire prêter le serment ou recevoir l'affirmation solennelle dans tous les cas où un juge de paix peut le faire.

EN FOI DE QUOI, j'ai apposé ma signature, à Québec,

CEVINGT-SEPTIEME jour DE FEVRIER mil neuf cent QUATRE-VINGT-DIX

LE MINISTRE DE LA JUSTICE,

Date d'entrée en vigueur: 27 FEVRIER 1990

Date d'expiration: 26 FEVRIER 1993

Par: 

La déposition reçue sous serment ou affirmation solennelle par un de ces commissaires à l'assermentation a la même validité que si elle était reçue cour tenante. Cependant, ces commissaires ne peuvent faire prêter un serment d'office ou recevoir une affirmation solennelle qui en tient lieu, sauf dans le cas où la loi permet que ce serment soit prêté devant un juge de paix (s. 218, par. 2 et 3).

Les commissaires à l'assermentation ne peuvent recevoir la déposition sous serment ou affirmation solennelle de leurs père et mère, leurs frères et sœurs, leur conjoint et leurs enfants (s. 221).

Les commissaires nommés en vertu des articles 214 ou 215 ne peuvent exiger un honoraire de plus de 5,00 \$ pour recevoir une déposition sous serment ou affirmation solennelle (s. 222).

Exh. 6, 7 A

**Government  
of Quebec**

**COMMISSION  
Number 91736**

I, GIL REMILLARD, minister of Justice, having confidence in the loyalty, integrity and suitability of SALLY KOTAR, and by virtue of articles 214 to 223 of the Statute governing judicial tribunals (Chapter T-16, L.P.Q.), name this person, by commission under my seal, for a period of three years, COMMISSIONER OF OATHS for ALL THE JUDICIAL DISTRICTS OF QUEBEC to administer oaths or receive solemn affirmation in all situations where a justice of the peace can do so.

In witness whereof, I affix my signature, in Quebec this twenty-seventh day of February, 1990.

THE MINISTER OF JUSTICE

By /s/"Anita Lapointe"

Date of Issue - 27 February 1990

Date of Expiration - 27 February 1993

A statement taken under oath or solemn affirmation by a commissioner of oaths has the same validity as an oath received in a court of competent jurisdiction. However, a commissioner cannot swear an oath of office or receive a solemn affirmation which purports to do so except in cases where the law permits such an oath to be sworn by a justice of the peace (article 183 ss. 2 + 3).

A commissioner of oaths cannot swear an oath or a solemn affirmation from his mother, father, his sisters and brothers, his or their spouses, or his or their children (article 22).

A commissioner named by virtue of article 214 or 215 cannot exact a fee of more than \$5.00 for swearing an oath or taking a solemn affirmation (article 22).

APPENDIX A

**Description of Mortgaged Property**

Notwithstanding anything to the contrary contained in this Appendix A, the Mortgaged Property shall not include the Excepted Properties, including the Excepted Properties described in Appendix B.

Attached.

Exhibit A

All of the Delaware and Hudson Railway Company's real property located in the State of New York and Commonwealth of Pennsylvania as the same shall exist at the time of this conveyance and described as follows:

(A) The main line of railroad beginning on the north in the County of Clinton at the International Boundary between the United States of America and Canada at a point designated as chaining station 5959+79 on D&H RR. Corp.'s valuation map and extending southerly in and through the counties of Clinton, Essex, Washington, Warren, Saratoga, Rensselaer, Albany, Schenectady, Schoharie, Otsego, Delaware, Chenango and Broome, on the south, to the boundary line between the States of New York and Pennsylvania at a point designated as chaining station 3931+95 on D&H RR. Corp.'s valuation map where said line of railroad connects with a line of railroad of D&H RR. Corp. in the State of Pennsylvania, and also on the south a segment of ~~said~~ line of railroad extending from a point in the ~~Town~~ of Afton, Chenango County, to the City of Binghamton, Broome County, to a connection with Erie Lackawanna Railway Company, as shown on D&H RR. Corp.'s valuation map;

(B) The following branch lines of railroad:

(i) Chateaugay Branch, beginning at Dannemora, in the County of Clinton, and running westerly to Lyon Mountain, in said County of Clinton;

(ii) Ausable Branch, beginning on the main line hereinbefore referred to at South Junction, in the County of Clinton, and running southwesterly to Ausable Forks, in said County of Clinton;

(iii) Ticonderoga Branch, beginning on the Baldwin Branch hereinafter referred to at Ticonderoga Junction, in the County of Essex, and running northerly to Ticonderoga, in said County of Essex:

(iv) Baldwin Branch, beginning on the main line hereinbefore referred to at Fort Ticonderoga Junction, in the County of Essex, and running northerly to Ticonderoga, in said County of Essex;

(v) The portion of the Washington Branch located in the State of New York, said branch beginning at Rutland, in the County of Rutland, State of Vermont, and running southerly through Castleton and Poultney, in the County of Rutland, State of Vermont, Granville, in the County of Washington, State of New York, West Pawlet, in the County of Rutland, State of Vermont, Rupert, in the County of Bennington, State of Vermont, and Greenwich Junction, in the County of Washington, State of New York, to Eagle Bridge, in the County of Rensselaer, State of New York;

(vi) Salem Branch, beginning on the Washington Branch hereinbefore referred to, at Greenwich Junction, in the County of Washington, and running southeasterly to Greenwich, in said County of Washington:

(vii) Glens Falls Branch, beginning on the main line hereinbefore referred to at Fort Edward, in the County of Washington, and running northerly to Glens Falls, in the County of Warren;

(viii) Adirondack Branch, beginning on the main line hereinbefore referred to at a point north of Saratoga Springs, in the County of Saratoga, and running northerly through Thurman to North Creek, in the County of Warren;

(ix) Troy Branch, beginning on the main line hereinbefore referred to at Waterford Junction, in the Town of Waterford, County of Saratoga, and running southerly to the Village of Green Island, in the County of Albany; and

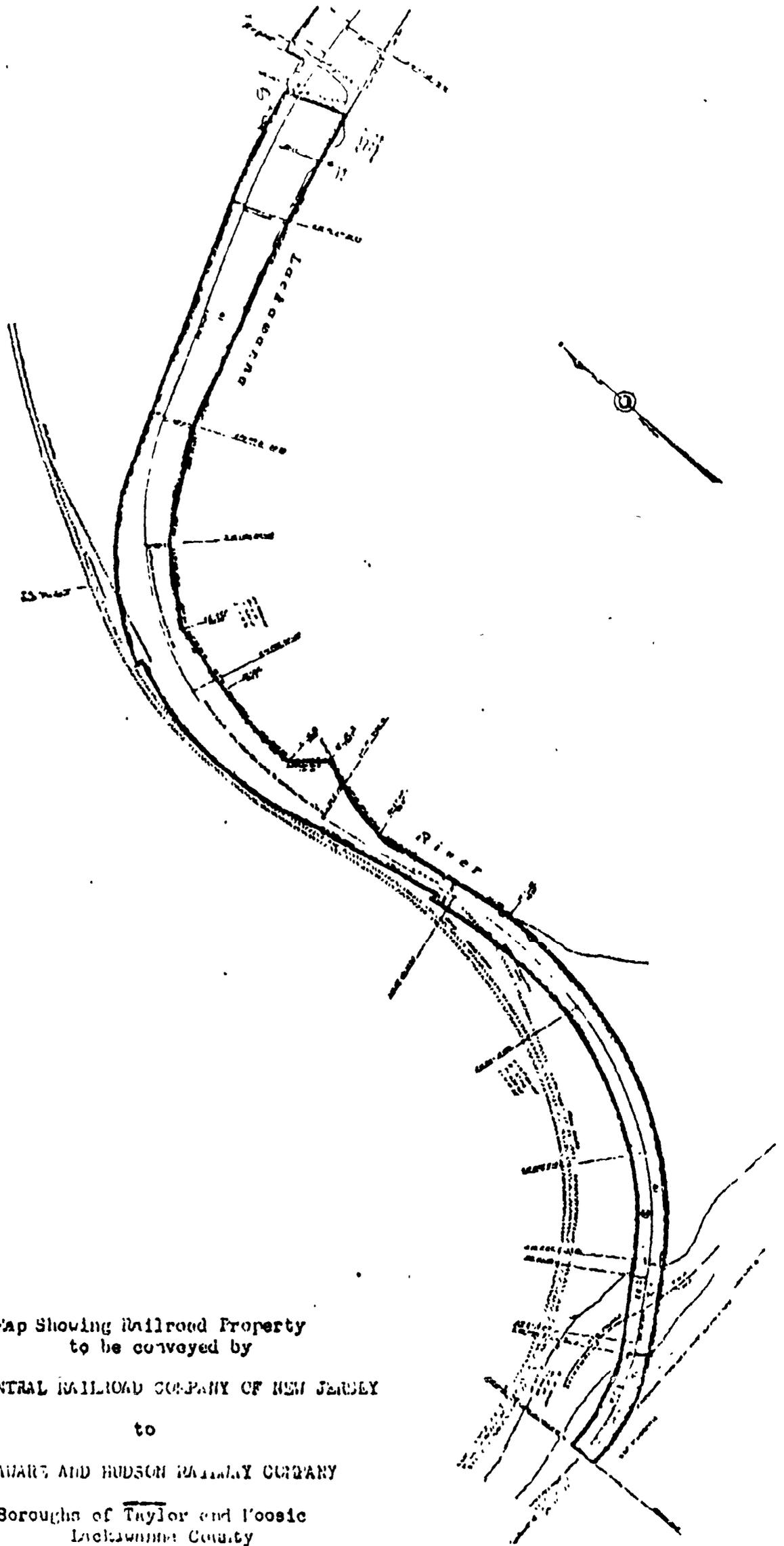
(x) Green Island Branch, beginning on the main line hereinbefore referred to at Watervliet Junction, in the County of Albany, and running easterly to the Village of Green Island, in said County of Albany.

(C) All main, branch, yard, side, industrial, switch, connecting, terminal, passing and shop tracks and turnouts, whether used in connection with the foregoing lines of railroad or otherwise; and all lands, tenements, hereditaments, easements, rights of way, reverters, rights of reentry, privileges and immunities; rights, claims, and other real property and interests and appurtenances whatsoever thereto belonging or in anywise appertaining (whether undivided or otherwise) in real property of whatever kind or description and wheresoever situated within the State of New York, and in and to all structures, improvements and fixtures thereon; and

(D) All real property of the Grantors, and each of them, situated in the Counties of Clinton, Essex, Warren, Washington, Rensselaer, Saratoga, Albany, Schenectady, Schoharie, Otsego, Delaware, Chenango and Broome, or in any other county of the State of New York.

Together with the appurtenances and all the estate and rights of the Grantors, and each of them, in and to the same.

**BEGINNING** at the point of switch of The Central Railroad Company of New Jersey located in the railroad operated by the Delaware and Hudson Railway Company at a location known as Minooka Junction in the Borough of Moosic, Lackawanna County, Pennsylvania and extending thence in a northeasterly, northerly and northeasterly direction, crossing the Lackawanna River approximately four thousand fifty-five (4,055) feet to the westerly line of so-called Depot Street located in the Borough of Taylor, Lackawanna County, Pennsylvania, and containing eight and sixty-three one hundredths (8.63) acres, more or less, all as shown outlined in red on plan entitled "Map Showing Railroad Property to be conveyed by The CENTRAL RAILROAD COMPANY OF NEW JERSEY to DELAWARE AND HUDSON RAILWAY COMPANY, Boroughs of Taylor and Moosic, Lackawanna County, Pennsylvania", hereto attached and hereby made a part hereof.



Map Showing Railroad Property  
to be conveyed by  
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY  
to  
DELAWARE AND HUDSON RAILWAY COMPANY  
Boroughs of Taylor and Poosic  
Lockbourne County  
Pennsylvania

"The former main line of railroad beginning at the boundary line between the State of New York and the Commonwealth of Pennsylvania in Harmony Township, County of Susquehanna, at a point designated as chaining station 3931+95 on the D&H Rwy Co. s valuation map and extending in a southerly direction to Mile Post A142.5, at Pennsylvania Route 296 at Stevens Point, in Harmony Township."

All main, branch, yard, side, Industrial, switch, connecting, terminal, passing and shop tracks and turnouts, whether used in connection with the foregoing lines of railroad or otherwise; and all lands, tenements, hereditaments, easements, rights of way, reversioners, rights of reentry, privileges and immunities, rights, claims, and other real property and interests and appurtenances whatsoever thereto belonging or in anywise appertaining (whether undivided or otherwise) in real property of whatever kind or description and wheresoever situated within the Commonwealth of Pennsylvania, and in and to all structures, improvements and fixtures thereon.

All real property of the Grantors, and each of them, situated in the Counties of Susquehanna, Lackawanna and Luzerne or in any other County in the Commonwealth of Pennsylvania.

Together with the appurtenances and all the estate and rights of the Grantors, and each of them, in and to the same.

ALL THOSE CERTAIN pieces or parcels of land containing certain lines of railroad, being portions of Grantor's Syracuse Branch, Situate in Broome County, New York ; Grantor's Erie Lackawanna Main Line (former Delaware, Lackawanna & Western), Situate in Broome County, New York and in Susquehanna, Wyoming and Lackawanna Counties, Pennsylvania; and Grantor's Bloomsburg Branch, Situate in Lackawanna County, Pennsylvania as generally described in Exhibit "A" and depicted in Exhibit "B" hereof.

**EXHIBIT "A"**

**DEED TO**

**DELAWARE AND HUDSON RAILWAY COMPANY**

**SYRACUSE BRANCH (LINE CODE 6251)**

**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 a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Erie Lackawanna Syracuse Branch (Line Code 6251) and further identified in the County Clerk's Office of Broome County, New York in Liber 1281 at Page 187; and being more particularly described as follows:

ALL that piece or parcel of land with the line of railroad thereon, BEGINNING in Binghamton, Broome County, New York, at a point marked by rail monument at Railroad Valuation Survey Centerline Station 10949+09.5 of the Syracuse Branch, which is north of George Street and west of Griswold Street, and extending thence in a general Southerly direction, passing Delaware and Hudson Railway Company interlocking "BX" and along the east leg of the extending wye, the distance of 0.53 of a mile, more or less, to the point of ending in the vicinity of Bridge No. 190.95 over Court Street, being the connection of the Syracuse Branch with the Branch of railroad of Consolidated Rail Corporation, known as the Main Line (former DL&W), identified as Line Code 6201 in the records of the United States Railway Association, all as depicted on Grantor's right-of-way map as indicated in Exhibit "B", Map No. 2 hereof.

BEING a portion of the property conveyed to Consolidated Rail Corporation by Thomas F. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Real Property Identification Document No. EL-CRC-RP-13, dated March 31, 1976 and recorded on October 12, 1978 in the County Clerk's Office of Broome County, New York in Liber 1281 of Deeds at page 181&c.

EXCEPTING and RESERVING, however, unto said Grantor, permanent and perpetual easements for railroad operation rights and for tracks owned and maintained by Grantor, west of the east leg of the existing wye at Binghamton, New York, as shown on said Grantor's right-of-way map designated as Exhibit "B", Map No. 2 hereof.

EL MAIN LINE (LINE CODE 6201)

BROOME COUNTY, NEW YORK

ALL THAT LINE of Railroad, being a portion of Grantor's EL Main Line identified as Line Code 6201 in the records of the United States Railway Association and also being a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Erie Lackawanna Main Line (former Delaware, Lackawanna and Western) (Line Code 6201) and further identified in the County Clerk's Office of Broome County, New York in Liber 1281 at Page 188; and being more particularly described as follows:

ALL that piece or parcel of land with the line of railroad thereon, BEGINNING in Binghamton, Broome County, New York, at a point at Railroad Valuation Survey Centerline Station 10839+40, more or less, of the right-of-way of Grantor, said point being distant 1,400 feet, more or less, Eastwardly from Consolidated Rail Corporation interlocking tower "RD", as indicated in Exhibit "B", Map No. 3 hereof; and extending thence in a general Easterly direction across the Susquehanna River and through Binghamton, as indicated on Exhibit "B", Map Nos. 5 and 8 hereof, and thence still extending in a general easterly direction and passing through the dividing line between the City of Binghamton/Town of Binghamton and Town of Binghamton/Town of Conklin, as indicated on Exhibit "B", Map No. 6 hereof; and thence still extending through the Town of Conklin, as indicated on Exhibit "B", Map Nos. 7, 8, 9 and 10 hereof, and passing through Conklin Center as indicated on Map No. 11 hereof; and thence still extending through the Town of Conklin in a general Southeasterly direction, as indicated on Exhibit "B", Map No. 12 and 13 hereof, and passing through Conklin as indicated on Exhibit "B", Map No. 14 hereof; and thence still continuing in a Southeasterly direction still through the Town of Conklin, as indicated in Exhibit "B", Map No 15 hereof, to the State Line, at approximately Railroad Valuation Survey Centerline Station 10292+20.3, as indicated on Exhibit B, Map Nos. 16 and 17 hereof, between the Town of Conklin, Broome County, New York and Great Bend Township, Susquehanna County, Pennsylvania.

BEING a portion of the property conveyed to Consolidated Rail Corporation by Thomas P. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Real Property Identification Document No. EL-CRC-RP-13, dated March 31, 1976 and recorded on October 12, 1978 in the County Clerk's Office of Broome County, New York in Liber 1281 of Deeds at page 181&c.

EL MAIN LINE (LINE CODE 6201)

SUSQUEHANNA COUNTY, PENNSYLVANIA

ALL THAT LINE of Railroad, being a portion of Grantor's EL Main Line identified as Line Code 6201 in the records of the United States Railway Association and also being a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Erie Lackawanna Main Line (former Delaware, Lackawanna and Western) (Line Code 6201) and further identified in the Recorder's Office of Susquehanna County, Pennsylvania in Deed Book No. 390 at Page 555; and being more particularly described as follows:

ALL that piece or parcel of land with the line of railroad thereon, BEGINNING at the State Line between the Town of Conklin, Broome County, New York and Great Bend Township, Susquehanna County, Pennsylvania at approximately Railroad Valuation Survey Centerline Station 10292+20.3, as indicated on Exhibit "B", Map No. 17 hereof; and thence extending from said Beginning point in a general Southeasterly direction through Great Bend Township, as indicated on Exhibit "B", Map No. 17, 18 and 19 hereof, to the dividing line between Great Bend Township and Borough of Hallstead, as indicated on the aforesaid Map No. 19; and thence still extending through Hallstead, as indicated on Exhibit "B", Map No. 20 hereof, to the dividing line between the Borough of Hallstead and Township of Great Bend, as indicated on Exhibit "B", Map No. 21 hereof; and thence extending in a general Southerly direction through Great Bend Township, as indicated in Exhibit B, Map No. 22, 23 and 24, to the Township Line between Great Bend Township and New Milford Township, as indicated on Exhibit "B", Map No. 24 hereof; and thence still extending in a general Southerly direction through New Milford Township, as indicated on Exhibit "B", Map Nos. 24, 25, 26, 27, 28, 29, 30 and 31 hereof, to the Township Line between New Milford Township and Brooklyn Township, as indicated on Exhibit "B", Map Nos. 31 and 32 hereof; and thence still extending in a general Southerly direction through Alford, as indicated on the aforesaid Map No. 32 hereof, and continuing through Brooklyn Township, as indicated on Exhibit "B", Map Nos. 32, 33, 34, 35, 36, (and through Kingsley as indicated on the aforesaid Map Nos. 35 and 36) hereof, to Martins Creek and the Township Boundary Line between Brooklyn Township and Hartford Township, as indicated in Exhibit "B", Map No. 37 hereof; and thence still extending in a general Southerly direction through Hartford Township, as indicated in Exhibit "B", Map Nos. 37 and 38 hereof, to the Township Line between Hartford Township and Lenox Township, as indicated on Exhibit "B", Map No. 38 hereof; and thence extending through Lenox Township as indicated on the aforesaid Map No. 38 to the Township Boundary Line between Lenox Township and Lathrop Township, as indicated on Exhibit "B", Map No. 38 and 39 hereof; and thence extending through Lathrop Township to the dividing line between Lathrop Township and Hopbottom Borough, as indicated on Exhibit "B", Map No. 39 hereof; and thence extending through Hopbottom Borough to the dividing line between Hopbottom Borough and Lathrop Township, as indicated in Exhibit "B", Map No. 40 hereof; and thence still extending in a general Southerly direction through Lathrop Township, as indicated in Exhibit "B", Map Nos. 40, 41, 42, 43 and 44 hereof, to the County Line, at approximately Railroad Valuation Survey Centerline Station 8673+85, as indicated on the aforesaid Map No. 44, between Lathrop Township and Lenox Township, Susquehanna County, Pennsylvania and Nicholson Township, Wyoming County, Pennsylvania.

BEING a portion of the property conveyed to Consolidated Rail Corporation by Thomas F. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Real Property Identification Document No. EL-CRC-RP-85, dated March 31, 1976 and recorded on February 14, 1978 in the Recorder's Office of Susquehanna County, Pennsylvania in Deed Book No. 390, page 550&c.

EL MAIN LINE (LINE CODE 6201)

BROOME COUNTY, NEW YORK

ALL THAT LINE of Railroad, being a portion of Grantor's EL Main Line identified as Line Code 6201 in the records of the United States Railway Association and also being a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Erie Lackawanna Main Line (former Delaware, Lackawanna and Western) (Line Code 6201) and further identified in the County Clerk's Office of Broome County, New York in Liber 1281 at Page 186; and being more particularly described as follows:

ALL that piece or parcel of land with the line of railroad thereon, BEGINNING in Binghamton, Broome County, New York, at a point at Railroad Valuation Survey Centerline Station 10839+40, more or less, of the right-of-way of Grantor, said point being distant 1,400 feet, more or less, Eastwardly from Consolidated Rail Corporation interlocking tower "RD", as indicated in Exhibit "B", Map No. 3 hereof; and extending thence in a general Easterly direction across the Susquehanna River and through Binghamton, as indicated on Exhibit "B", Map Nos. 5 and 8 hereof, and thence still extending in a general easterly direction and passing through the dividing line between the City of Binghamton/Town of Binghamton and Town of Binghamton/Town of Conklin, as indicated on Exhibit "B", Map No. 6 hereof; and thence still extending through the Town of Conklin, as indicated on Exhibit "B", Map Nos. 7, 8, 9 and 10 hereof, and passing through Conklin Center as indicated on Map No. 11 hereof; and thence still extending through the Town of Conklin in a general Southeasterly direction, as indicated on Exhibit "B", Map No. 12 and 13 hereof, and passing through Conklin as indicated on Exhibit "B", Map No. 14 hereof; and thence still continuing in a Southeasterly direction still through the Town of Conklin, as indicated in Exhibit "B", Map No 15 hereof, to the State Line, at approximately Railroad Valuation Survey Centerline Station 10292+20.3, as indicated on Exhibit B, Map Nos. 16 and 17 hereof, between the Town of Conklin, Broome County, New York and Great Bend Township, Susquehanna County, Pennsylvania.

BEING a portion of the property conveyed to Consolidated Rail Corporation by Thomas F. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Real Property Identification Document No. EL-CRC-RP-13, dated March 31, 1978 and recorded on October 12, 1978 in the County Clerk's Office of Broome County, New York in Liber 1281 of Deeds at page 181kc.

EL MAIN LINE (LINE CODE 6201)

SUSQUEHANNA COUNTY, PENNSYLVANIA

ALL THAT LINE of Railroad, being a portion of Grantor's EL Main Line identified as Line Code 6201 in the records of the United States Railway Association and also being a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Erie Lackawanna Main Line (former Delaware, Lackawanna and Western) (Line Code 6201) and further identified in the Recorder's Office of Susquehanna County, Pennsylvania in Deed Book No. 390 at Page 555; and being more particularly described as follows:

ALL that piece or parcel of land with the line of railroad thereon, BEGINNING at the County Line between Clinton Township, Wyoming County, Pennsylvania and Benton Township, Lackawanna County, Pennsylvania at approximately Railroad Valuation Survey Station 8397+15, as indicated on Exhibit "B", Map No. 49 hereof; and thence extending in a general southeasterly direction through Benton Township, as indicated on Exhibit "B", Map Nos. 49, 50 and 51 hereof, to the Township Line between Benton Township and North Abington Township, as indicated on the aforesaid Map No. 51 hereof, and thence continuing through North Abington Township to the dividing line between North Abington Township and the Borough of LaPlume, as indicated on the aforesaid Map No. 51 hereof; and thence still continuing in a general Southeasterly direction through LaPlume, as indicated in Exhibit "B", Map No. 51 and 52 hereof, to the dividing line between the Borough of LaPlume and North Abington Township, as indicated on the aforesaid Map No. 52; and thence continuing through North Abington Township, as indicated on Exhibit "B", Map No. 52 and 53 hereof, to the boundary line between North Abington Township and the Borough of Dalton, as indicated on Exhibit "B", Map No. 53 hereof; and thence continuing through the Borough of Dalton, as indicated on Exhibit "B", Map No. 53 and 54 hereof, to the dividing line between the Borough of Dalton and Glenburn Township, as indicated on the aforesaid Map No. 54, and continuing through Glenburn, as indicated in Exhibit "B", Map No. 54 and 55 hereof, to the dividing line between Glenburn Township and Waverly Borough, as indicated on the aforesaid Map No. 55; and thence passing through the dividing line between the Borough of Waverly, South Abington Township and the Borough of Clarks Summit, as indicated on Exhibit "B", Map No. 56 hereof; and thence passing through Clarks Summit to the dividing line between the Borough of Clarks Summit and South Abington Township, as indicated on Exhibit "B", Map No. 57 hereof; and thence extending in a general Southeasterly direction through South Abington Township, as indicated on Exhibit "B", Map No. 58 and 59 hereof, to the boundary line between South Abington Township and the City of Scranton, as indicated on the aforesaid Map No. 59; and thence extending and continuing through the City of Scranton, as indicated on Exhibit "B", Map Nos. 59, 60, 61, 61A, 62, 63, 64 and 64A hereof, to its point of ENDING at Railroad Valuation Survey Centerline Station V.S.S. 7888+46.8, as indicated on the aforesaid Map No. 64A, in the City of Scranton, Lackawanna County, Pennsylvania.

BEING a portion of the property conveyed to Consolidated Rail Corporation by Thomas F. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Real Property Identification Document No. EL-CRC-RP-57, dated March 31, 1976 and recorded on September 6, 1978 in the Recorder's Office of Lackawanna County, Pennsylvania, in Deed Book No. 954 at page 340&c.

BLOOMSBURG BRANCH (LINE CODE 6241)

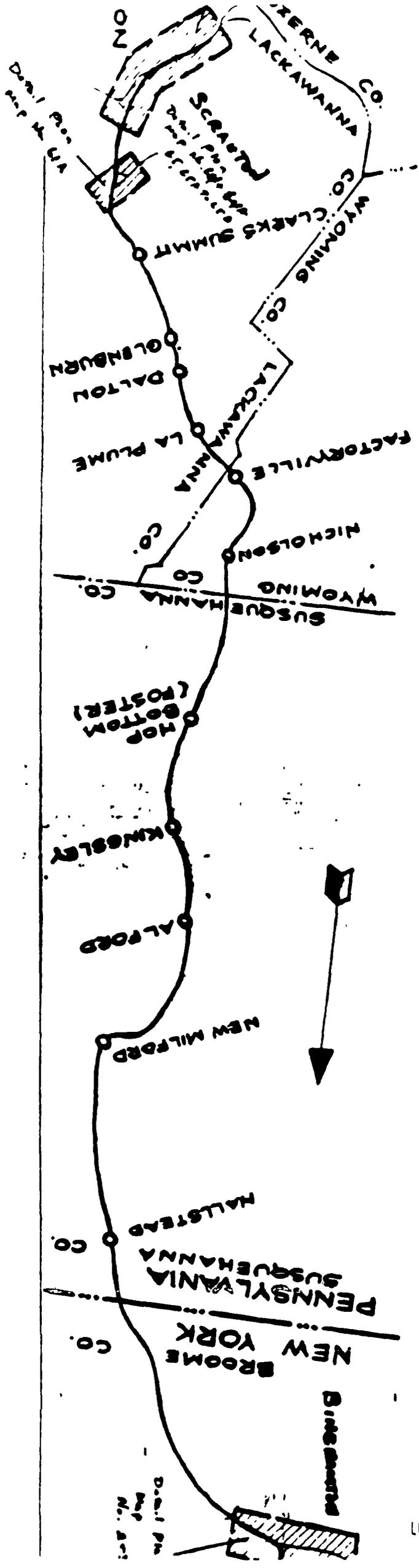
LACKAWANNA COUNTY, PENNSYLVANIA

ALL THAT LINE of Railroad, being a portion of Grantor's Bloomsburg Branch identified as Line Code 6241 in the records of the United States Railway Association and also being a portion of the former Erie Lackawanna Railway Company's line of Railroad known as the Bloomsburg Branch (Line Code 6241) and further identified in the Recorder's Office of Lackawanna County, Pennsylvania in Deed Book 954 at Page 347; and being more particularly described as follows:

**ALL** that piece or parcel of land with the line of railroad thereon, **BEGINNING** in the City of Scranton, Lackawanna County, Pennsylvania at Railroad Valuation Centerline Survey Station No. V.S.S. 0+00.0, as indicated in Exhibit "B", Map No. 65 hereof; and thence extending in a general Southwesterly direction through the City of Scranton, as indicated in Exhibit "B", Map Nos. 65, 65A and 65B hereof, to the dividing line between the City of Scranton and Borough of Taylor as generally indicated on the aforesaid Map No. 65B; and thence still continuing in a general Southwesterly direction through the Borough of Taylor, as indicated on Exhibit "B", Map No. 65B, 65C and 65D hereof, to its point of **ENDING** at approximately Railroad Valuation Centerline Survey Station V.S.S. 7821+15, said Station being 130 feet, more or less, northwardly from Railroad Mile Post 137, as indicated on the aforesaid Map No. 65D, in the vicinity of Minooka Junction, Borough of Taylor, Lackawanna County, Pennsylvania.

**BEING** a portion of the property conveyed to Consolidated Rail Corporation by Thomas F. Patton and Ralph S. Tyler, Jr., as Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by Real Property Identification Document No. EL-CRC-RP-57, dated March 31, 1976 and recorded on September 8, 1978 in the Recorder's Office of Lackawanna County, Pennsylvania, in Deed Book No. 954 at page 340&c.

Exhibit "B" follows consisting of 71 maps.



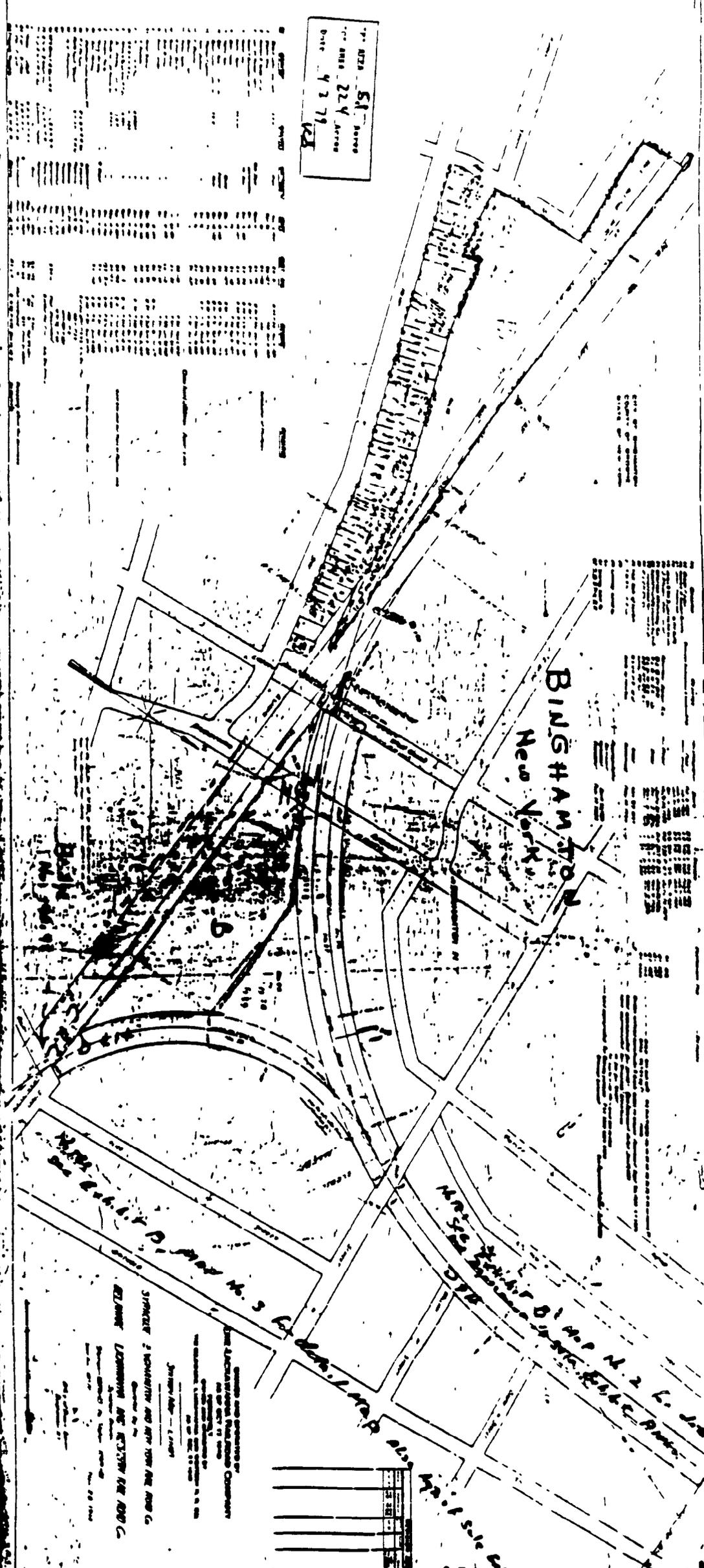
LOCATION PLAN (NO SCALE)

1/71





ST. JOHN'S  
224 Avenue  
Date 4 2 79  
121



BINGHAMTON  
New York

Map No. 1  
Map No. 2  
Map No. 3  
Map No. 4  
Map No. 5  
Map No. 6  
Map No. 7  
Map No. 8  
Map No. 9  
Map No. 10  
Map No. 11  
Map No. 12  
Map No. 13  
Map No. 14  
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Map No. 99  
Map No. 100

SPR 8 N.C. 19.6

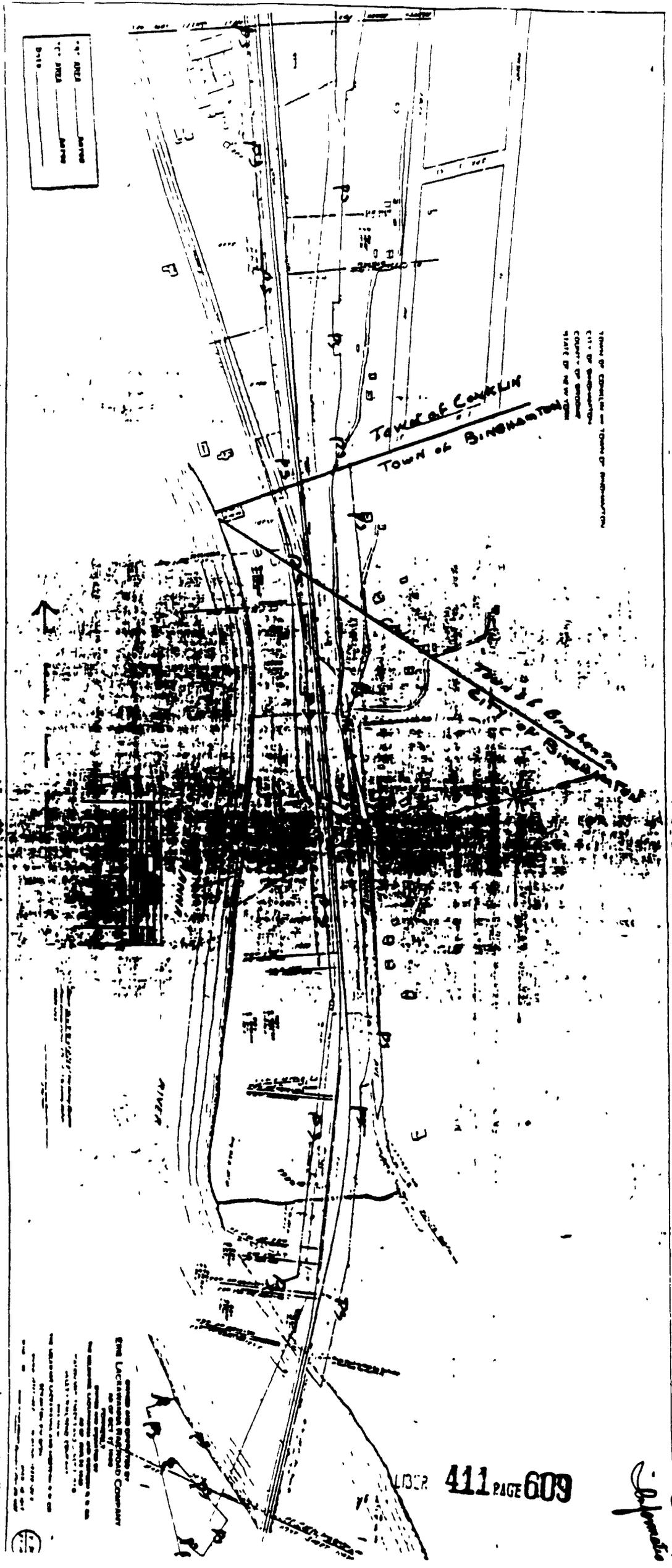




1st AREA  
 2nd AREA  
 DATE

TOWN OF CARLETON  
 CITY OF BIRMINGHAM  
 COUNTY OF ST. LOUIS  
 STATE OF MISSOURI

TOWN OF CARLETON  
 TOWN OF BIRMINGHAM



(8400 1872 & No. 2)

ENGINEER AND ARCHITECT FOR  
 THE BIRMINGHAM RAILROAD COMPANY  
 100 NORTH AVENUE  
 BIRMINGHAM, MISSOURI

LIBER 411 PAGE 609

J. J. Johnson  
 6101

6





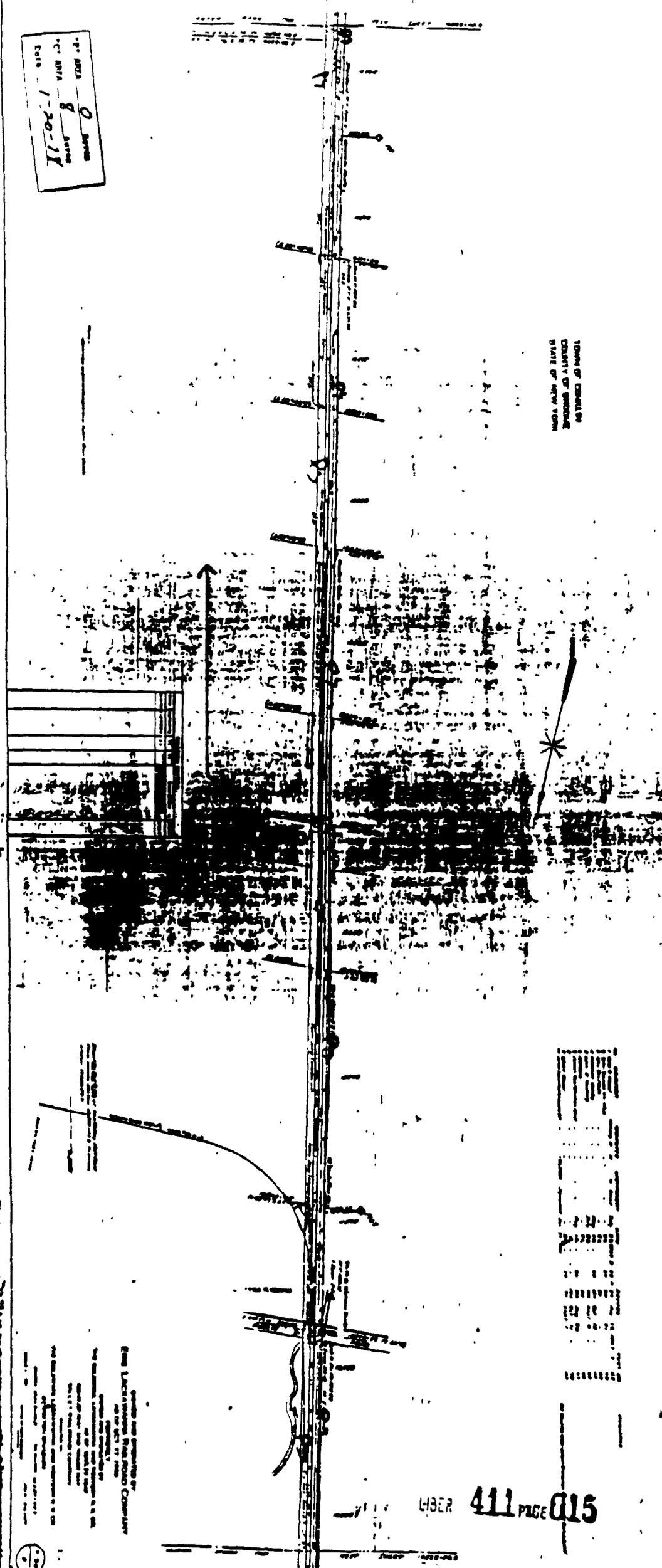






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1-20-11  
Date

TOWN OF CANTON  
COUNTY OF GREENE  
STATE OF NEW YORK



(PMB 1842 & 1852)

DESIGNED AND PREPARED BY  
E. W. LINDSEY & COMPANY  
100 N. 10TH ST.  
PHILADELPHIA, PA.  
CONTRACT NO. 1842 & 1852  
DATE 1-20-11

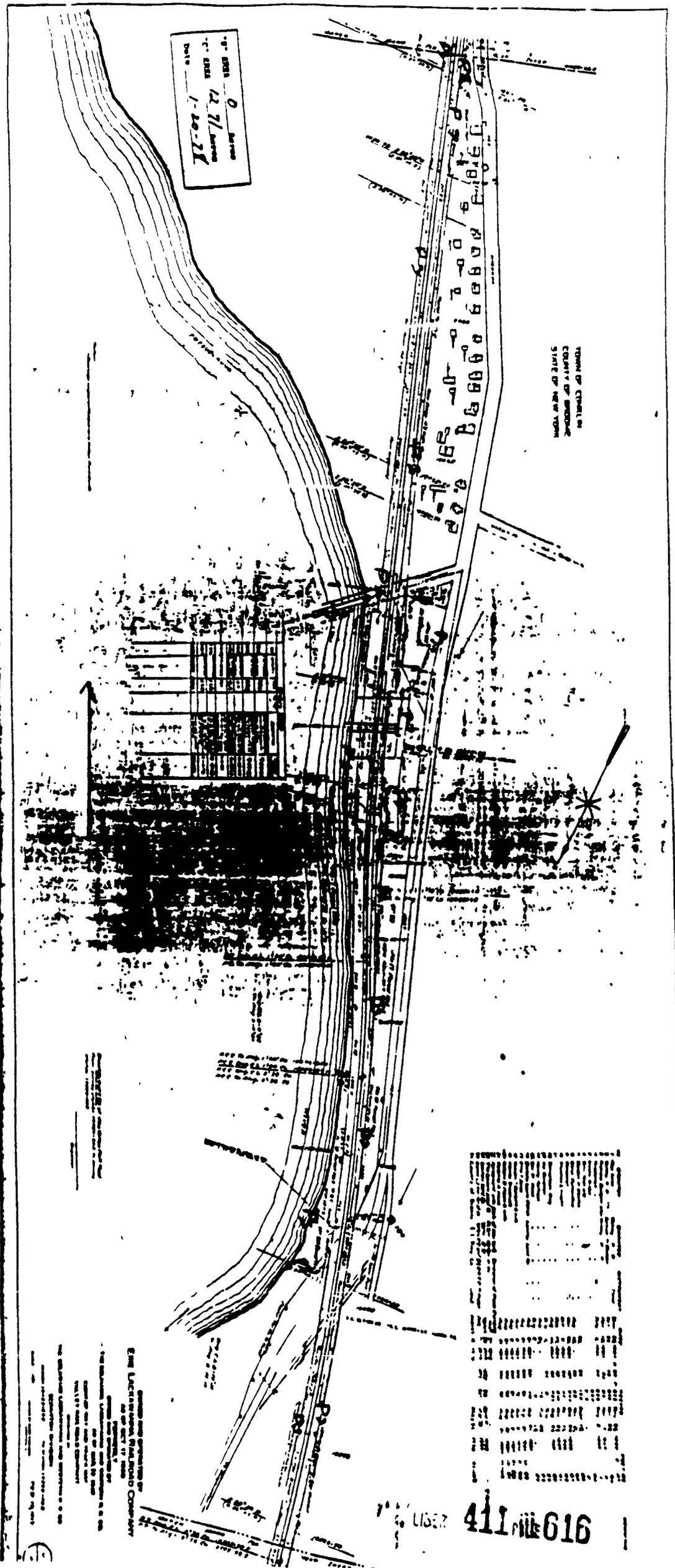
LIBER 411 PAGE 015

6707

12  
11

No. 0  
 Date 12 27 1898  
 Date 1-20-19

TOWN OF CANTON IN  
 COUNTY OF BRIDGE  
 STATE OF NEW YORK



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(P&B 183.2 & 184.2)

ENGINEERING AND ARCHITECTURE  
 OF THE  
 EAST LITTLEFIELD RAILROAD COMPANY  
 100 N. 3rd St. New York, N.Y.

411 616

13/21

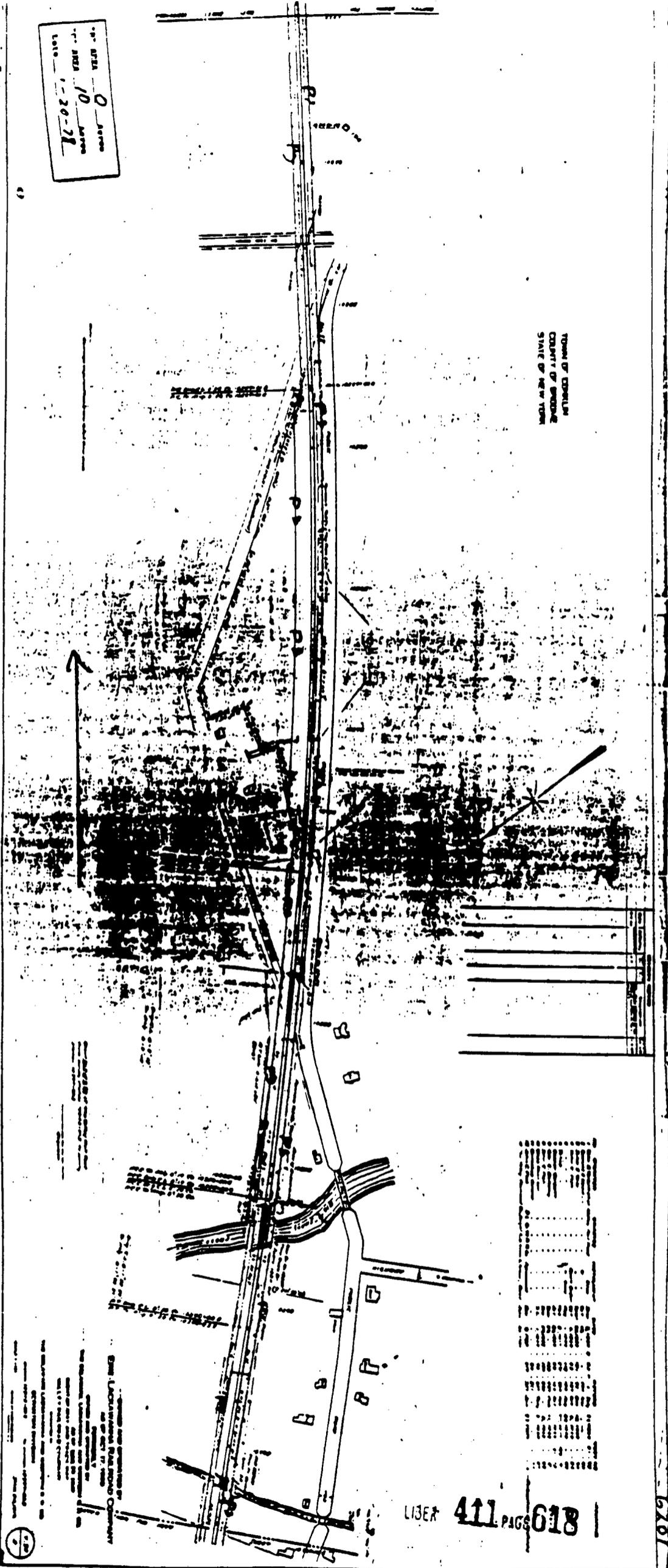
6367



NO. 10  
DATE 1-30-22

TOWN OF CROSSLAND  
COUNTY OF SHERBROOKE  
STATE OF NEW YORK

(SAYED 1872 & 1873)

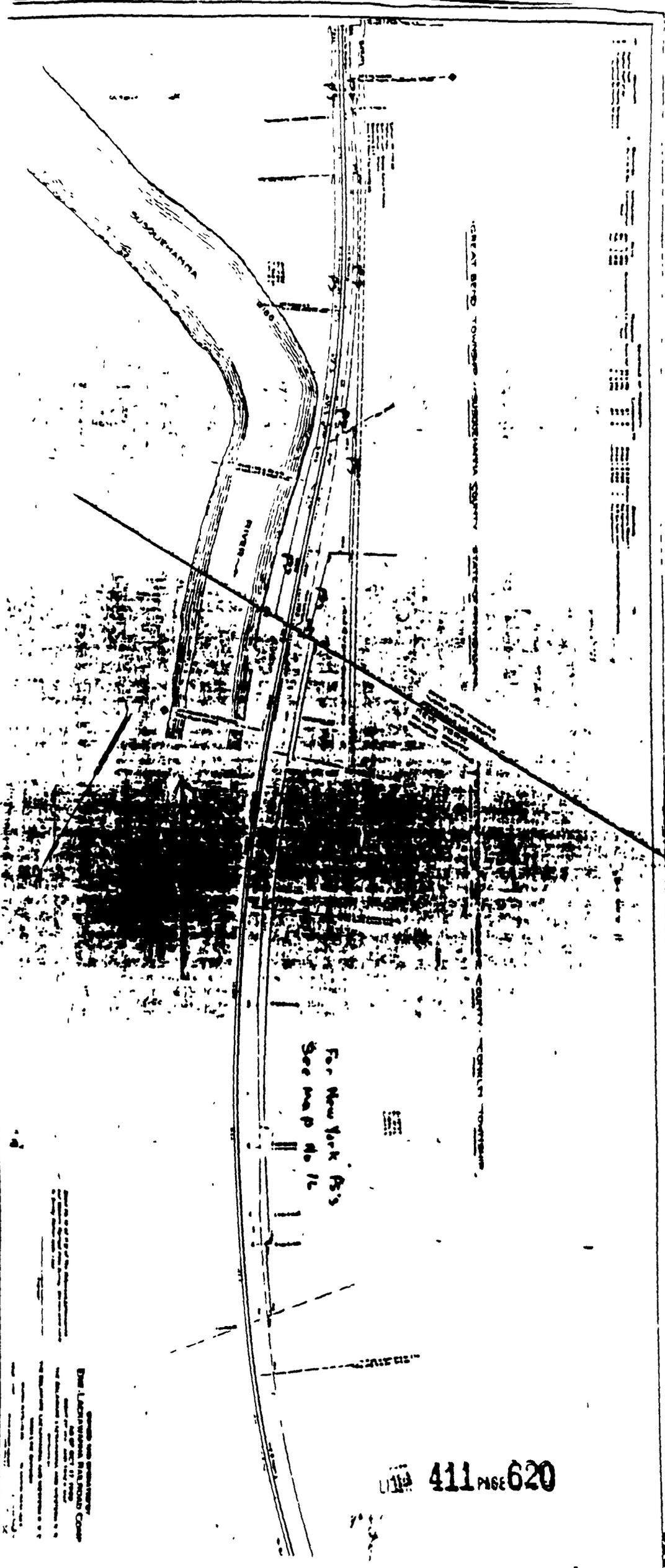


DESIGNED AND PREPARED BY  
E. J. LINDSAY, CIVIL ENGINEER  
100 N. 17th St., New York, N. Y.

LIBER 411 PAGE 618

15

6281



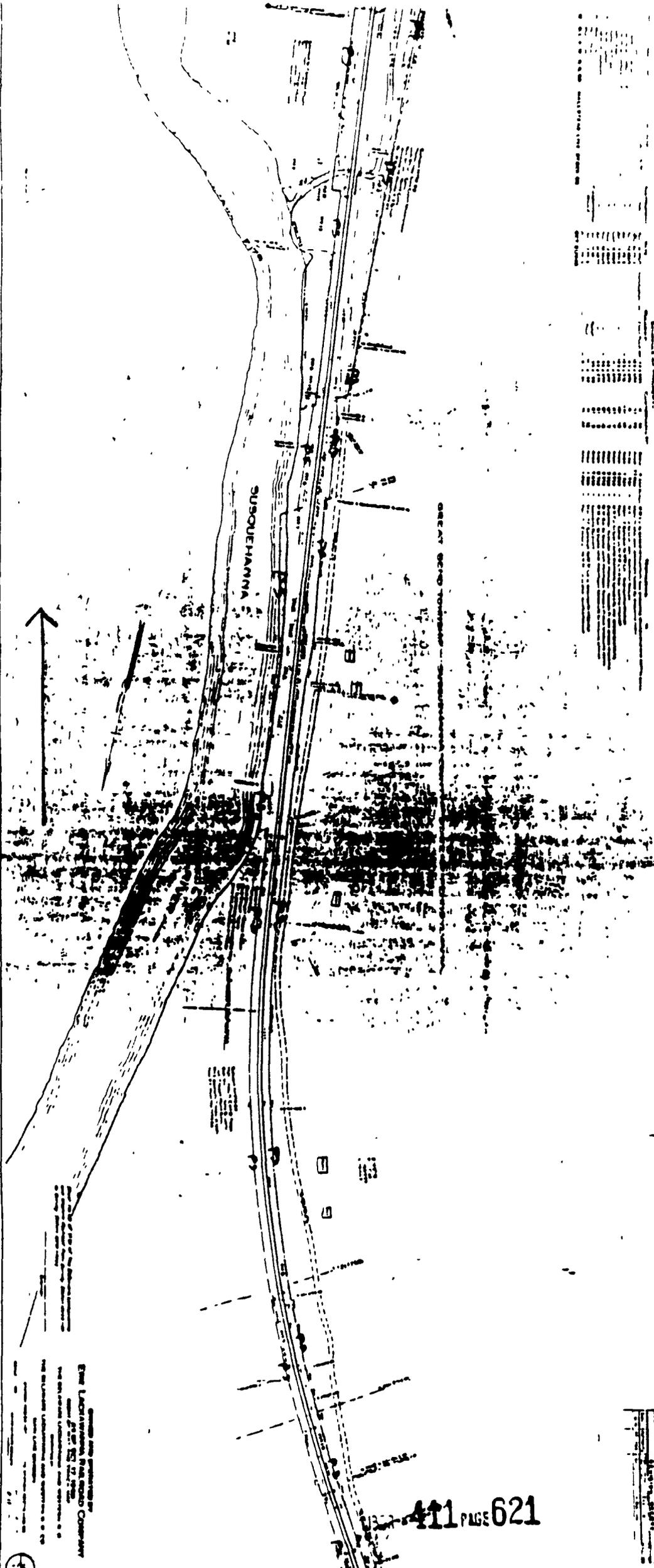
For New York A's  
See map No. 12

(S.W. 1198 & No. 1)

ENGINEER AND ARCHITECT  
 THE LACKAWANNA RAILROAD COMPANY  
 100 WEST 11TH STREET  
 PITTSBURGH, PA.  
 1908

411 PAGE 620



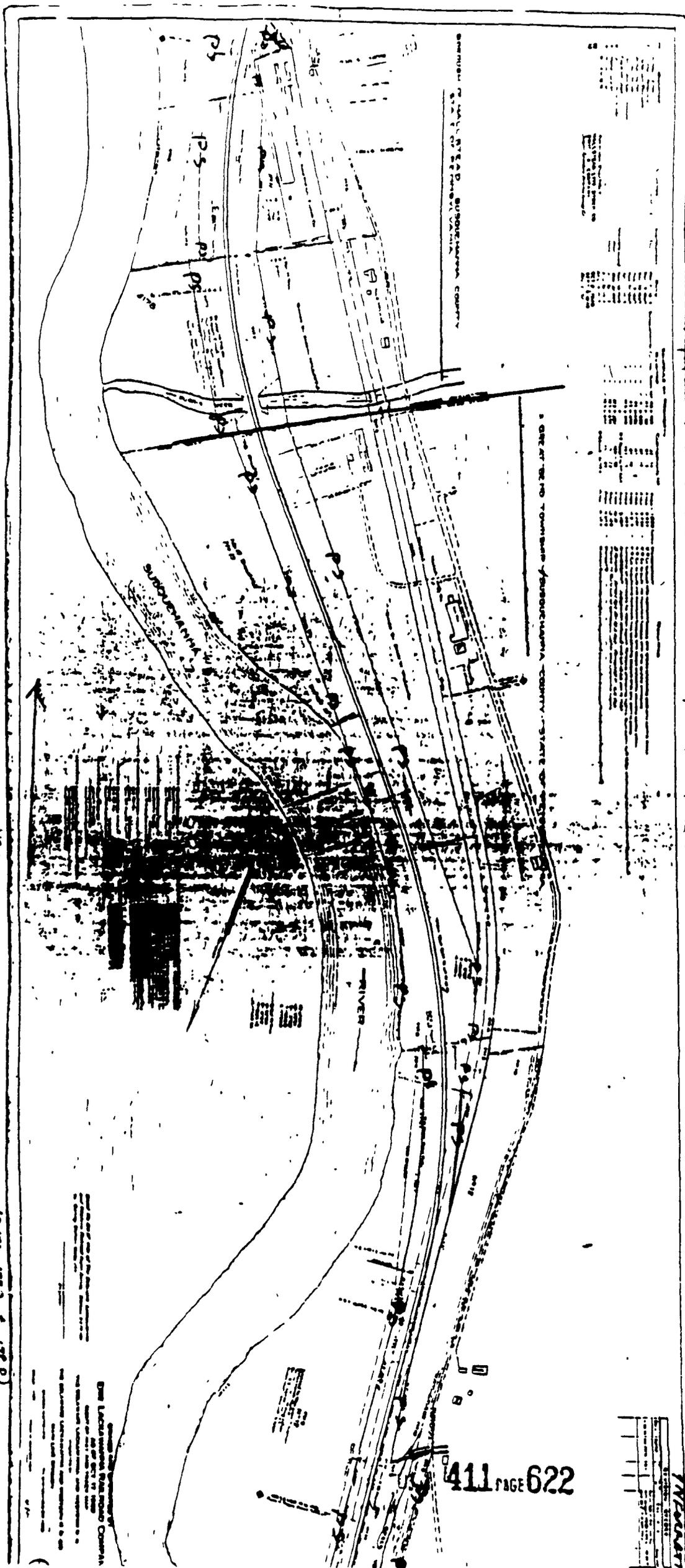


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(8491 1788 & 1789)

DESIGNED AND PREPARED BY  
 ERIC L. ANDERSON, P.E., CIVIL ENGINEER  
 1000 N. 10TH ST., SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW.ERICANDERSON.COM



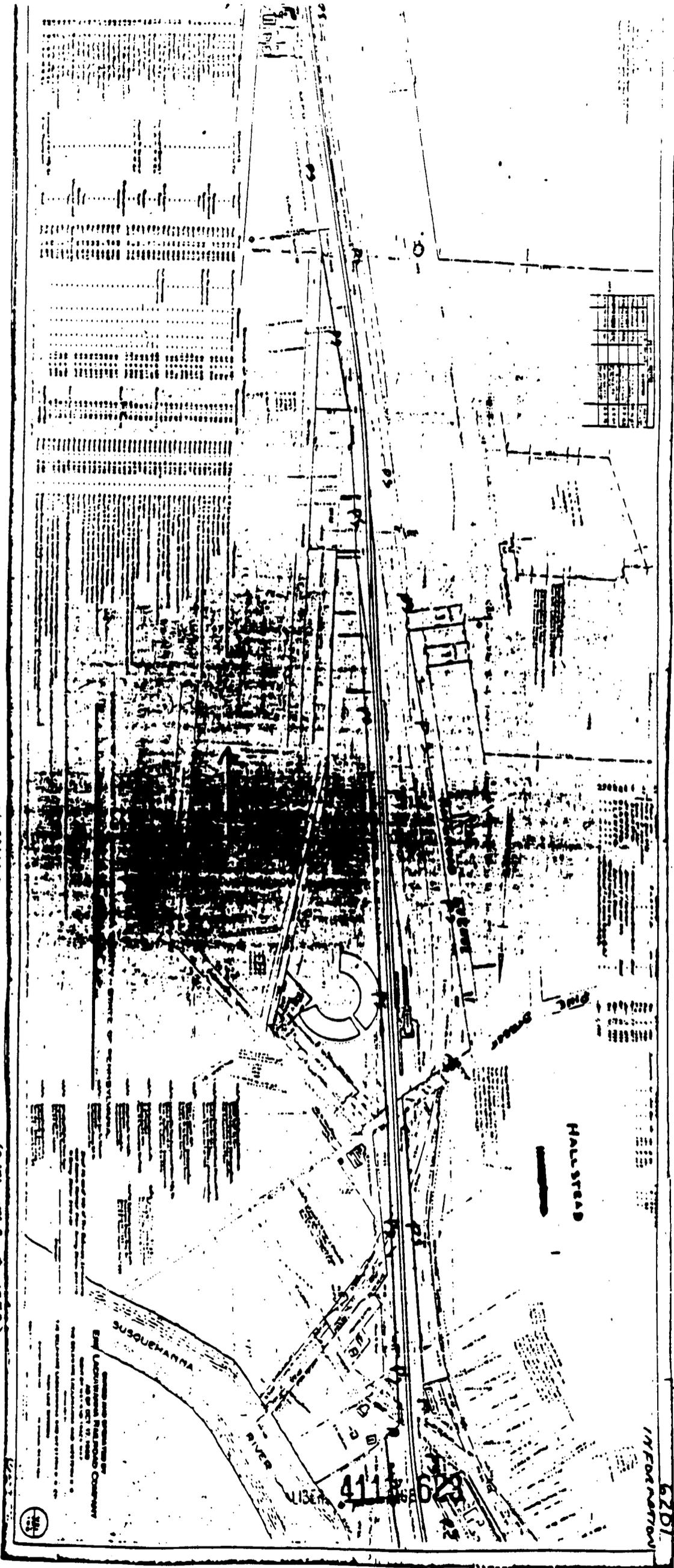


(9471 1772 & 1788)

411 PAGE 622

12

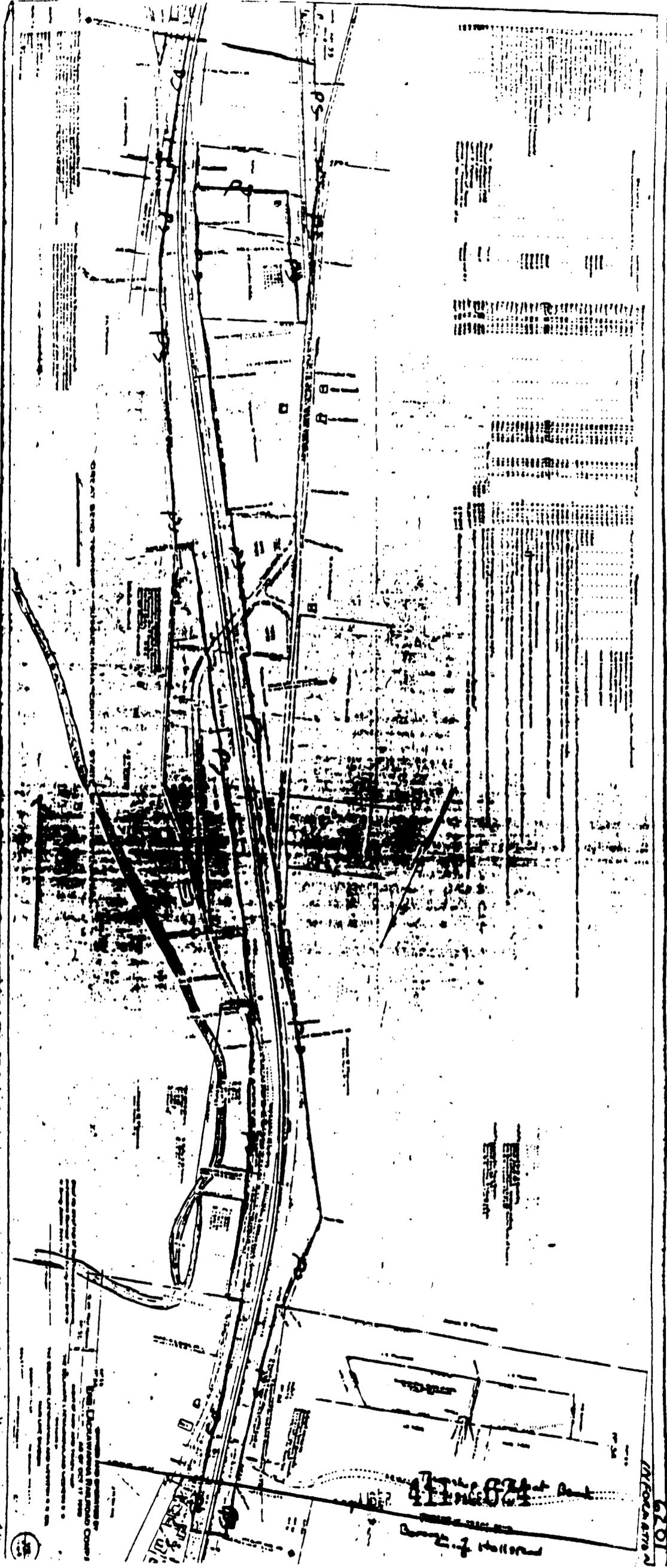
(SAY 1968 E 1778)



6261

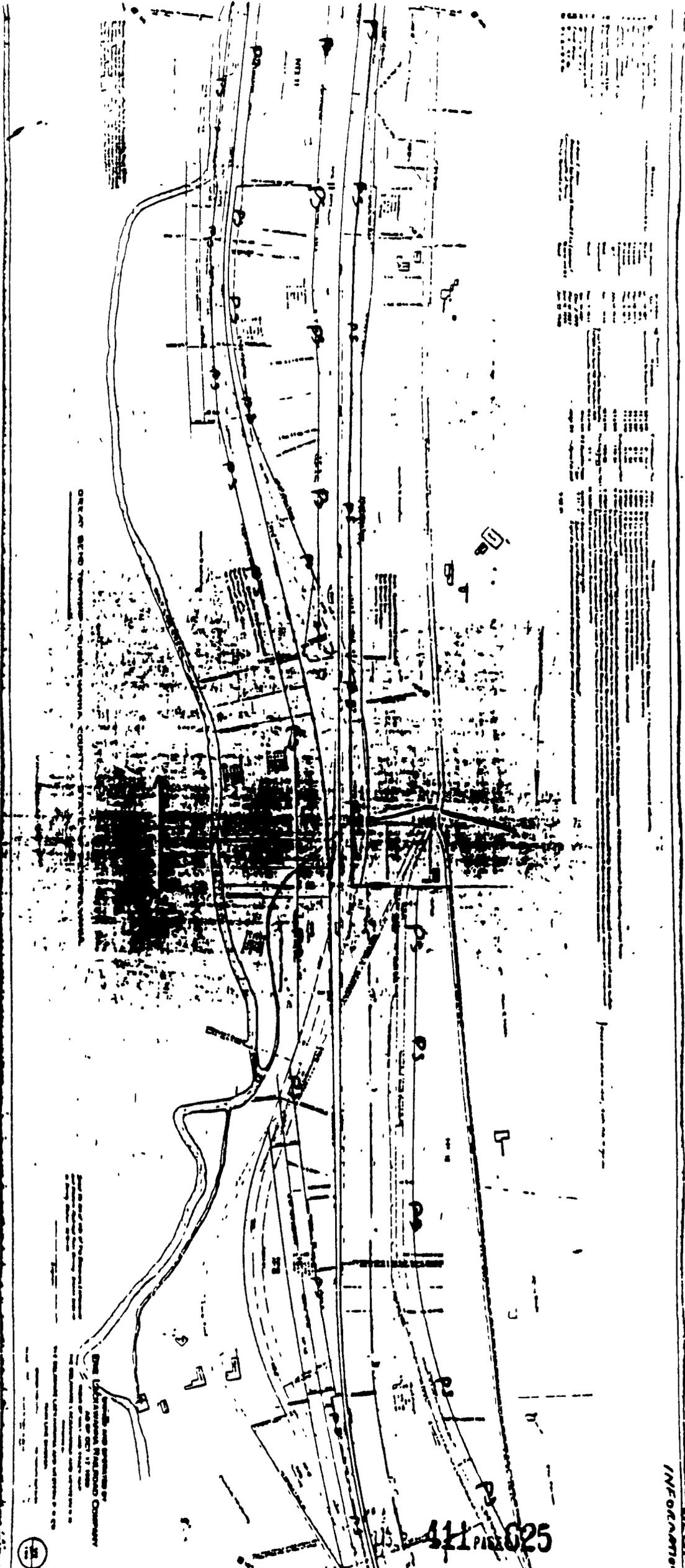
20  
11

(PART 1758 & 1768)



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No.	Description	Quantity	Unit
1	Concrete	1000	cu yd
2	Reinforcing Steel	100	tons
3	Timber	500	cu yd
4	Excavation	2000	cu yd
5	Foundation	1500	cu yd
6	Gravel	3000	cu yd
7	Earthwork	4000	cu yd
8	Structural Steel	50	tons
9	Brick	10000	sq ft
10	Paint	100	gals
11	Formwork	2000	sq ft
12	Concrete	500	cu yd
13	Reinforcing Steel	50	tons
14	Timber	100	cu yd
15	Excavation	500	cu yd
16	Foundation	200	cu yd
17	Gravel	1000	cu yd
18	Earthwork	1500	cu yd
19	Structural Steel	20	tons
20	Brick	5000	sq ft
21	Paint	50	gals
22	Formwork	500	sq ft
23	Concrete	200	cu yd
24	Reinforcing Steel	20	tons
25	Timber	50	cu yd
26	Excavation	200	cu yd
27	Foundation	100	cu yd
28	Gravel	500	cu yd
29	Earthwork	1000	cu yd
30	Structural Steel	10	tons
31	Brick	2000	sq ft
32	Paint	20	gals
33	Formwork	200	sq ft
34	Concrete	100	cu yd
35	Reinforcing Steel	10	tons
36	Timber	20	cu yd
37	Excavation	100	cu yd
38	Foundation	50	cu yd
39	Gravel	200	cu yd
40	Earthwork	500	cu yd
41	Structural Steel	5	tons
42	Brick	1000	sq ft
43	Paint	10	gals
44	Formwork	100	sq ft
45	Concrete	50	cu yd
46	Reinforcing Steel	5	tons
47	Timber	10	cu yd
48	Excavation	50	cu yd
49	Foundation	25	cu yd
50	Gravel	100	cu yd
51	Earthwork	200	cu yd
52	Structural Steel	2	tons
53	Brick	500	sq ft
54	Paint	5	gals
55	Formwork	50	sq ft
56	Concrete	25	cu yd
57	Reinforcing Steel	2	tons
58	Timber	5	cu yd
59	Excavation	25	cu yd
60	Foundation	12	cu yd
61	Gravel	50	cu yd
62	Earthwork	100	cu yd
63	Structural Steel	1	tons
64	Brick	200	sq ft
65	Paint	2	gals
66	Formwork	20	sq ft
67	Concrete	12	cu yd
68	Reinforcing Steel	1	tons
69	Timber	2	cu yd
70	Excavation	12	cu yd
71	Foundation	6	cu yd
72	Gravel	25	cu yd
73	Earthwork	50	cu yd
74	Structural Steel	0.5	tons
75	Brick	100	sq ft
76	Paint	1	gals
77	Formwork	10	sq ft
78	Concrete	6	cu yd
79	Reinforcing Steel	0.5	tons
80	Timber	1	cu yd
81	Excavation	6	cu yd
82	Foundation	3	cu yd
83	Gravel	12	cu yd
84	Earthwork	25	cu yd
85	Structural Steel	0.2	tons
86	Brick	50	sq ft
87	Paint	0.5	gals
88	Formwork	5	sq ft
89	Concrete	3	cu yd
90	Reinforcing Steel	0.2	tons
91	Timber	0.5	cu yd
92	Excavation	3	cu yd
93	Foundation	1.5	cu yd
94	Gravel	6	cu yd
95	Earthwork	12	cu yd
96	Structural Steel	0.1	tons
97	Brick	20	sq ft
98	Paint	0.2	gals
99	Formwork	2	sq ft
100	Concrete	1.5	cu yd
101	Reinforcing Steel	0.1	tons
102	Timber	0.2	cu yd
103	Excavation	1.5	cu yd
104	Foundation	0.7	cu yd
105	Gravel	3	cu yd
106	Earthwork	6	cu yd
107	Structural Steel	0.05	tons
108	Brick	10	sq ft
109	Paint	0.1	gals
110	Formwork	1	sq ft
111	Concrete	0.7	cu yd
112	Reinforcing Steel	0.05	tons
113	Timber	0.1	cu yd
114	Excavation	0.7	cu yd
115	Foundation	0.3	cu yd
116	Gravel	1.5	cu yd
117	Earthwork	3	cu yd
118	Structural Steel	0.02	tons
119	Brick	5	sq ft
120	Paint	0.05	gals
121	Formwork	0.5	sq ft
122	Concrete	0.3	cu yd
123	Reinforcing Steel	0.02	tons
124	Timber	0.05	cu yd
125	Excavation	0.3	cu yd
126	Foundation	0.15	cu yd
127	Gravel	0.7	cu yd
128	Earthwork	1.5	cu yd
129	Structural Steel	0.01	tons
130	Brick	2	sq ft
131	Paint	0.02	gals
132	Formwork	0.2	sq ft
133	Concrete	0.15	cu yd
134	Reinforcing Steel	0.01	tons
135	Timber	0.02	cu yd
136	Excavation	0.15	cu yd
137	Foundation	0.07	cu yd
138	Gravel	0.3	cu yd
139	Earthwork	0.7	cu yd
140	Structural Steel	0.005	tons
141	Brick	0.5	sq ft
142	Paint	0.01	gals
143	Formwork	0.05	sq ft
144	Concrete	0.07	cu yd
145	Reinforcing Steel	0.005	tons
146	Timber	0.01	cu yd
147	Excavation	0.07	cu yd
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149	Gravel	0.15	cu yd
150	Earthwork	0.3	cu yd

(1941 1748 & 1758)

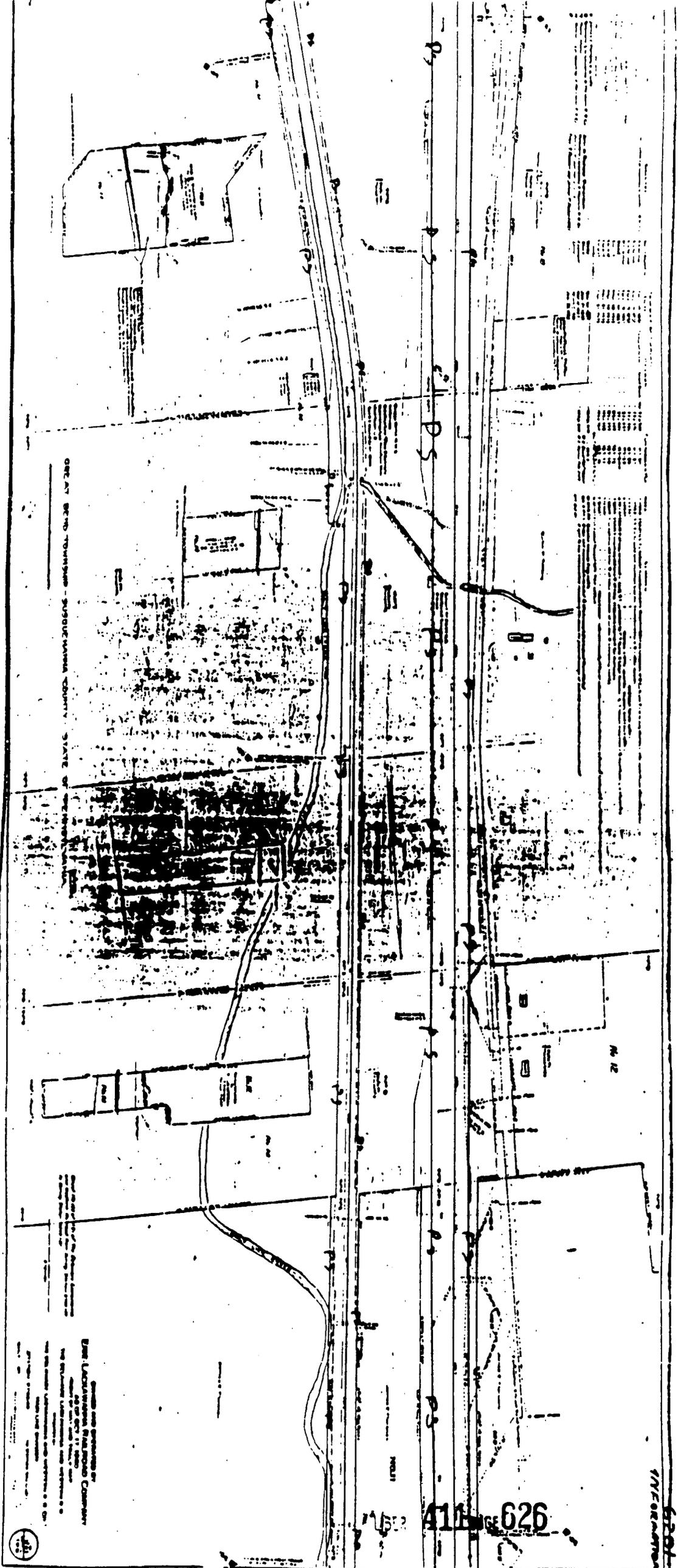
DESIGNED AND CONSTRUCTED BY  
 THE BUREAU OF RECONSTRUCTION  
 U.S. DEPARTMENT OF THE INTERIOR  
 WASHINGTON, D.C.



411 P. 025

6281  
 INFORMATION





GREAT BRIND TOWNSHIP - SUIBQUEHANNA COUNTY - STATE OF PENNSYLVANIA

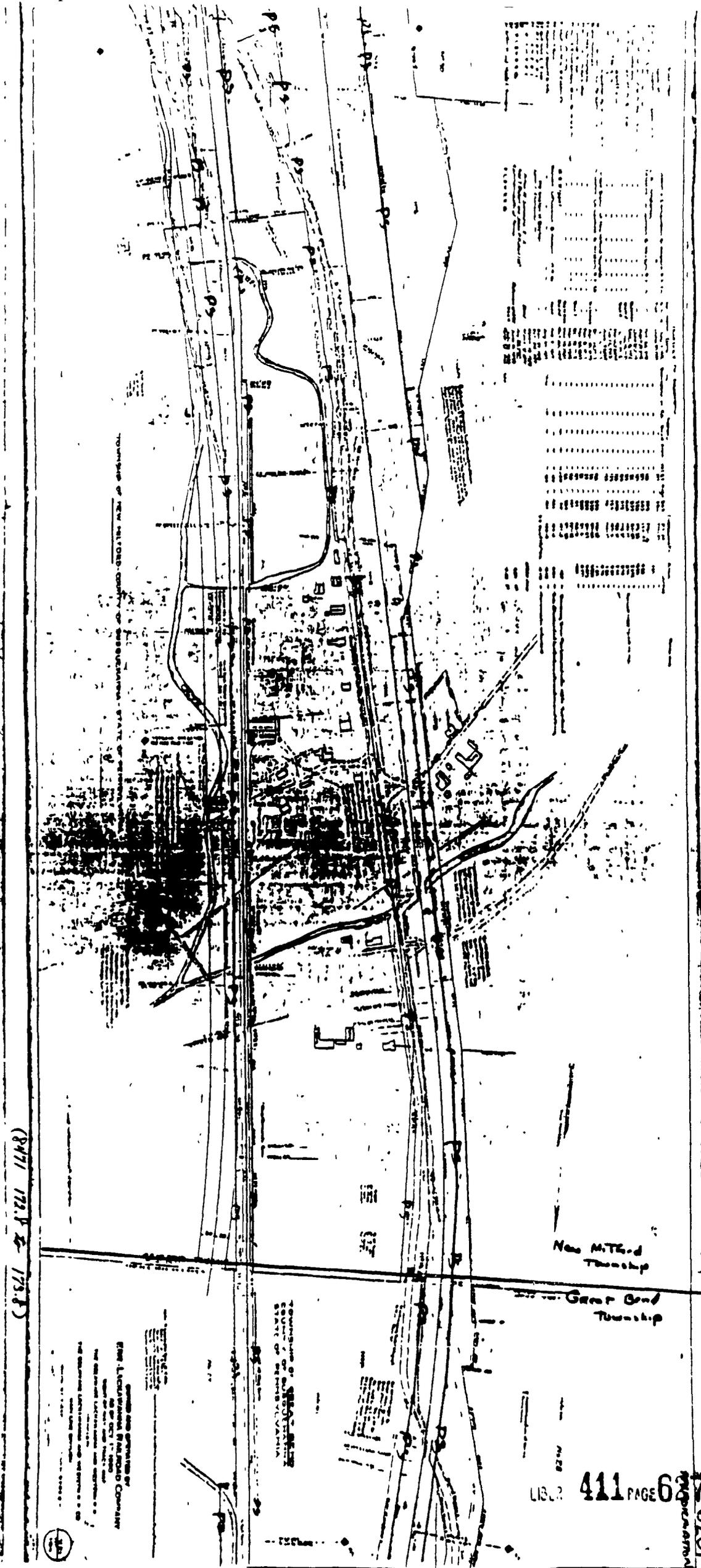
(5471 173 P & 174 B)

DRAWN AND ENGINEERED BY  
 JOHN L. ANDERSON, CIVIL ENGINEER  
 100 N. 10TH ST., PITTSBURGH, PA.  
 THE PENNSYLVANIA ENGINEERING AND SURVEYING BOARD  
 HAS REVIEWED THIS DRAWING AND CERTIFIES THAT IT  
 CONFORMS TO THE REQUIREMENTS OF THE PENNSYLVANIA  
 ENGINEERING AND SURVEYING ACT OF 1908.



411 PAGE 626

6201  
 INFORMATION



TOWNSHIP OF NEW HAVEN, COUNTY OF BERKSHIRE, STATE OF PENNSYLVANIA

TOWNSHIP OF NEW HAVEN  
 COUNTY OF BERKSHIRE  
 STATE OF PENNSYLVANIA

New Market  
 Township

Great Bend  
 Township

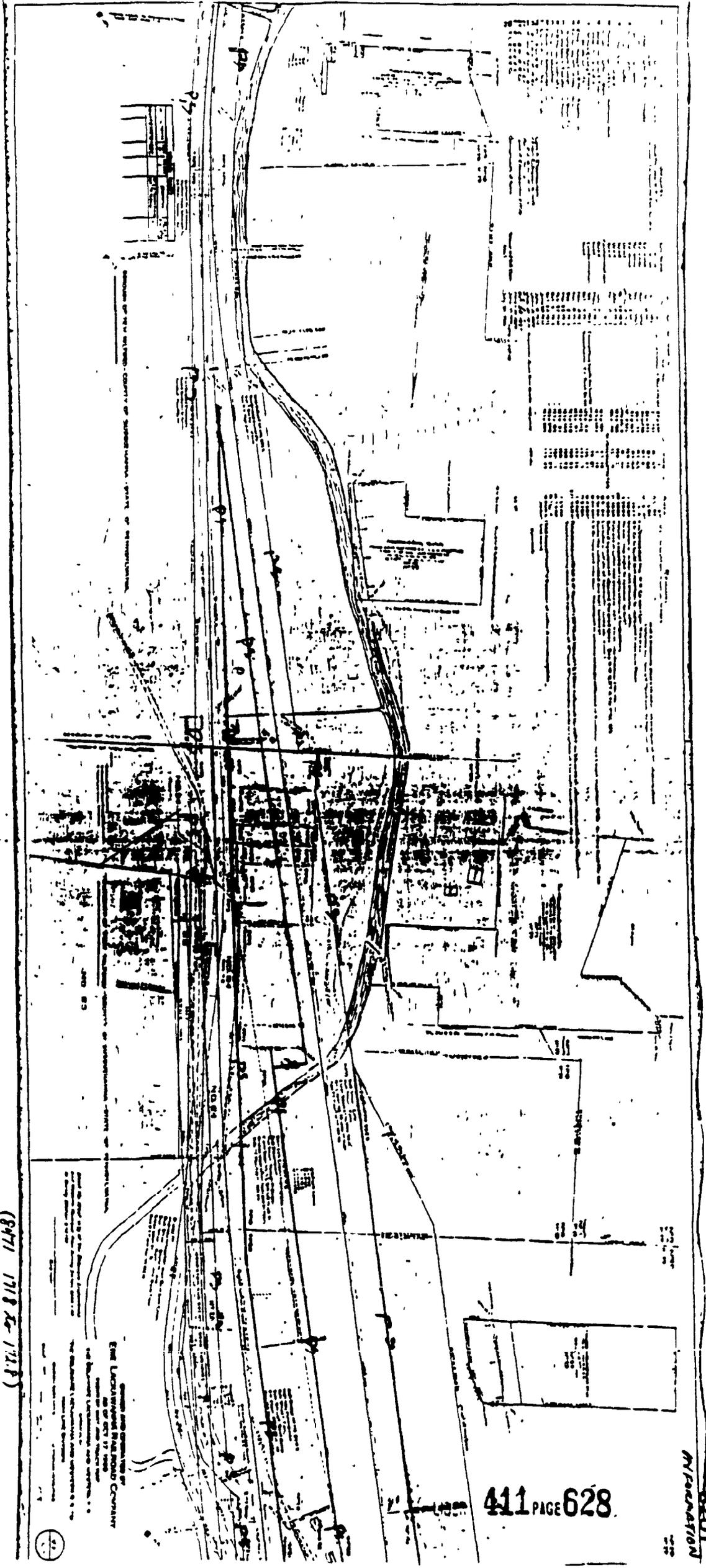
(8471 172.8 & 173.8)

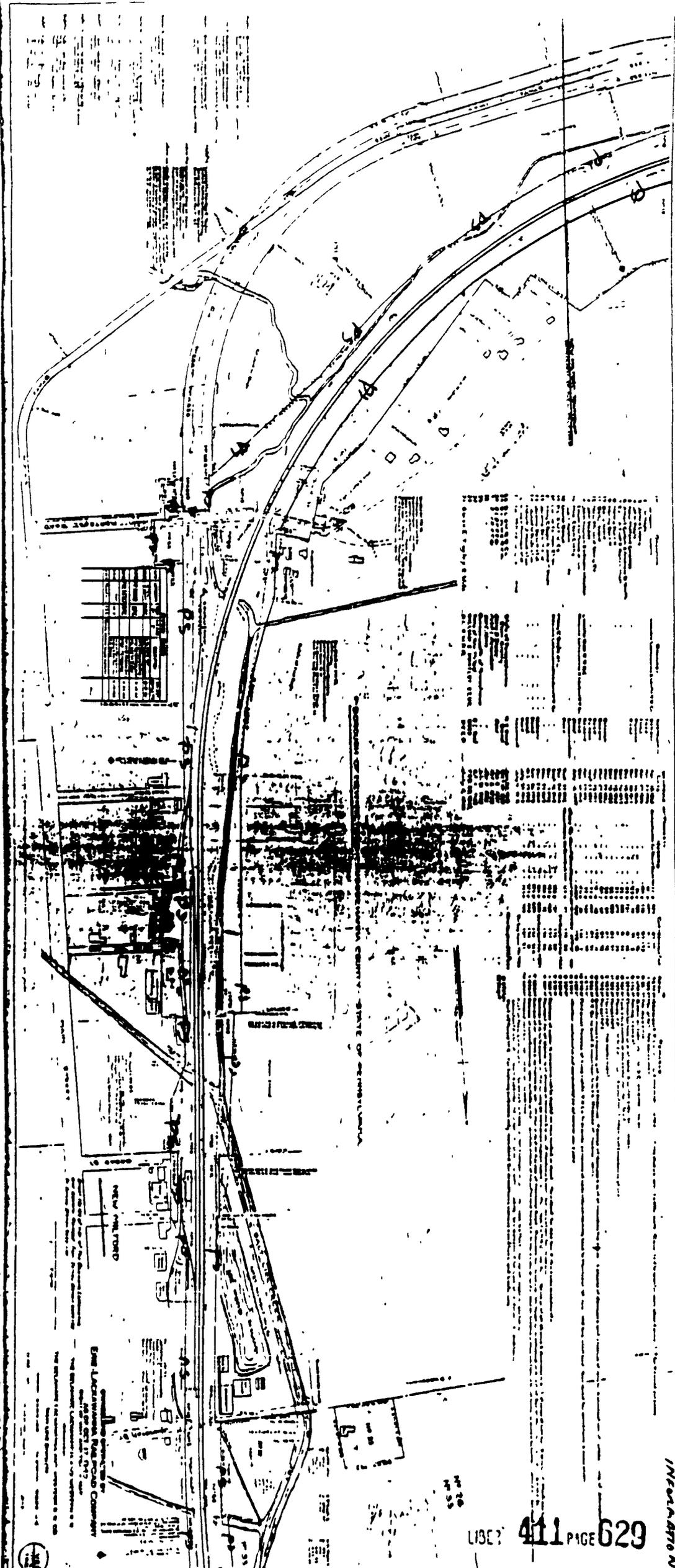
GRAND AND GENERAL  
 PLAN AND SPECIFICATIONS  
 FOR THE CONSTRUCTION OF  
 THE NEW HAVEN RAILROAD  
 AND THE NEW HAVEN  
 TURNPIKE  
 AND THE NEW HAVEN  
 TURNPIKE  
 AND THE NEW HAVEN  
 TURNPIKE

LIB. 411 PAGE 6

6207

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 11





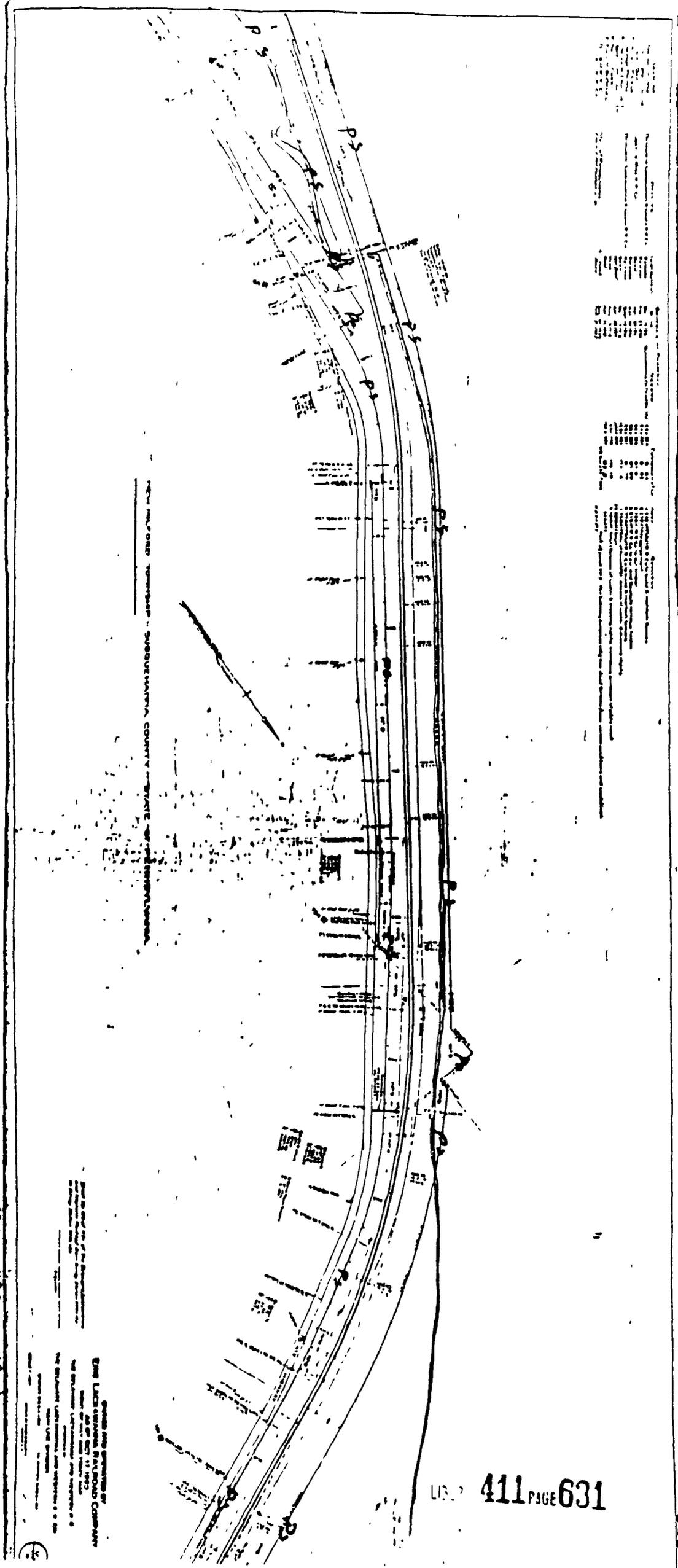
(8471 10.8 & 17.8)

LIBE? 411 PAGE 629

INFORMATION 629

26





NEW MILFORD TOWNSHIP - SUBSEQUENTIA COUNTY - STATE OF DELAWARE

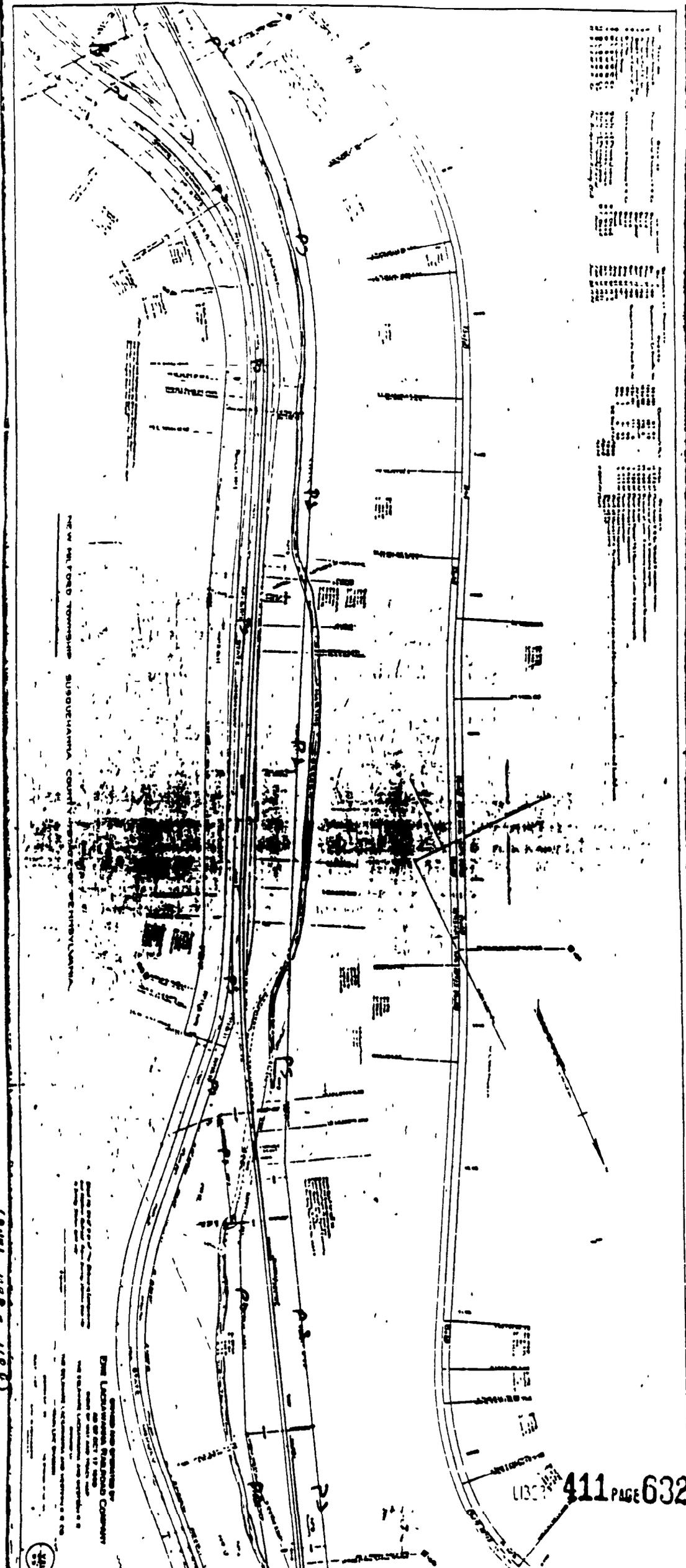
(9471 1688 & 1689)

DESIGNED AND SUPERVISED BY  
 ERIC LUCHT, PE  
 ENGINEER  
 2000 W. 11th Street  
 Newark, Delaware 19711  
 THE DELAWARE STATE DEPARTMENT OF TRANSPORTATION  
 1000 MARKET STREET, 10TH FLOOR  
 WILMINGTON, DELAWARE 19801

411 PAGE 631

28

6201



(0471 1882 1883)

NEW MILFORD TOWNSHIP SUSQUEHANNA COUNTY PENNSYLVANIA

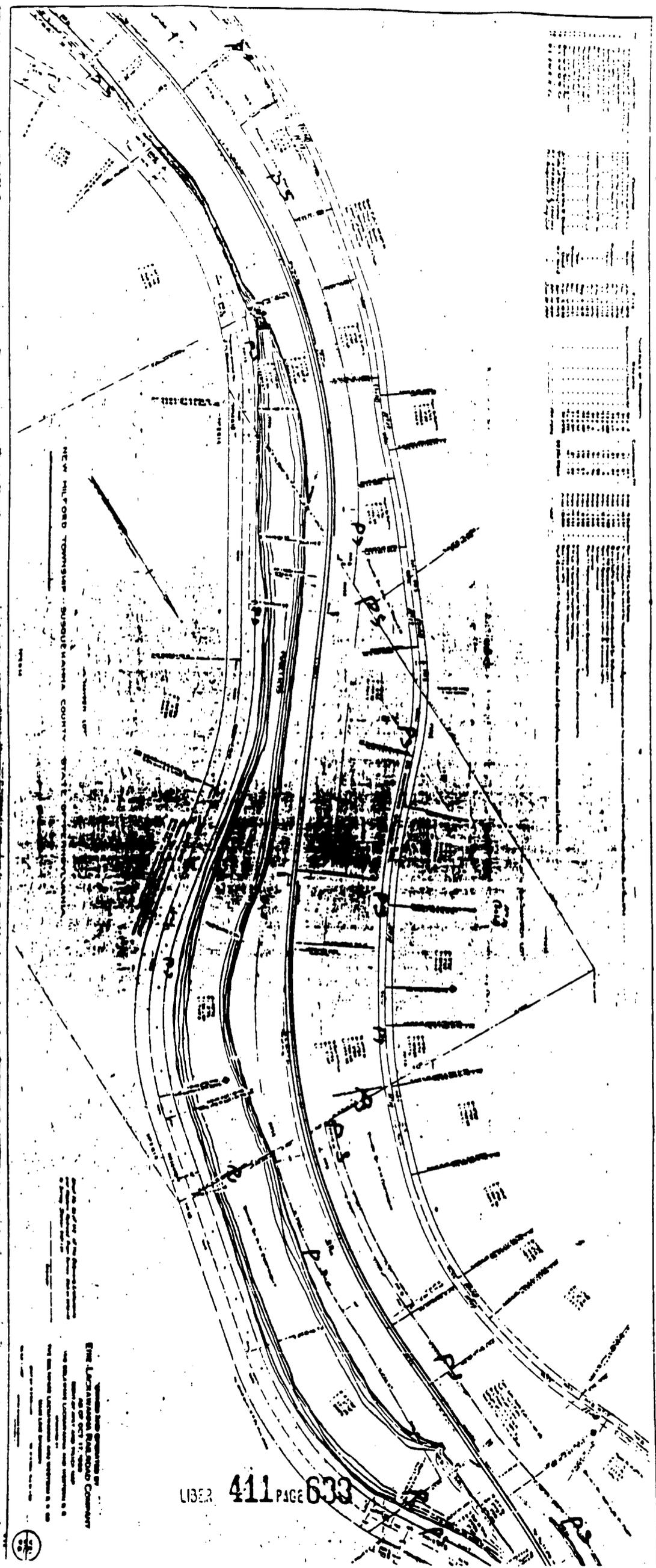
DESIGNED AND DRAWN BY  
 ERIC L. WILSON, P.E.  
 SUSQUEHANNA COUNTY ENGINEERING



411 PAGE 632



6301



(P471 1668 & 1678)

ENGINEERED AND DESIGNED BY  
 THE LACKAWANNA ROAD COMPANY  
 1000 W. 10th St. Erie, Pa.  
 19501

LIBER 411 PAGE 633

6201

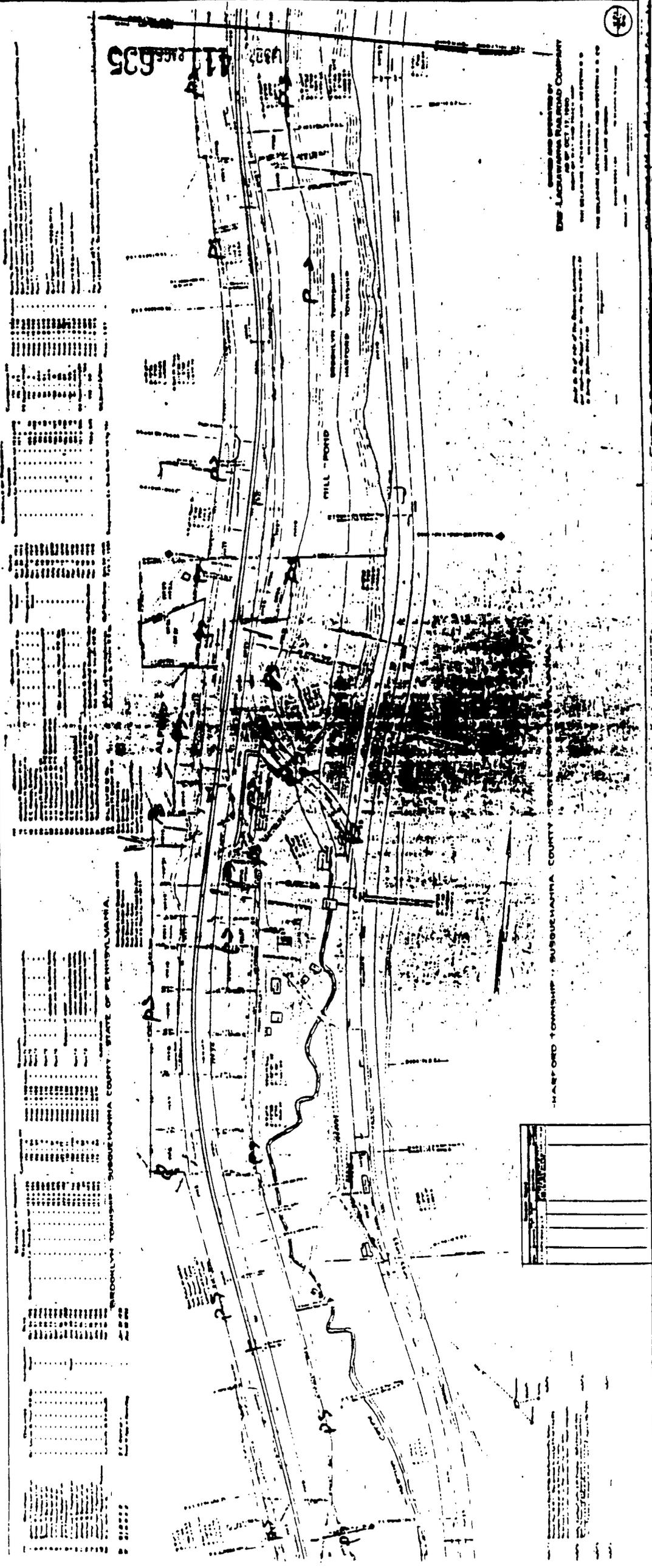
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6201

411 PAGE 635

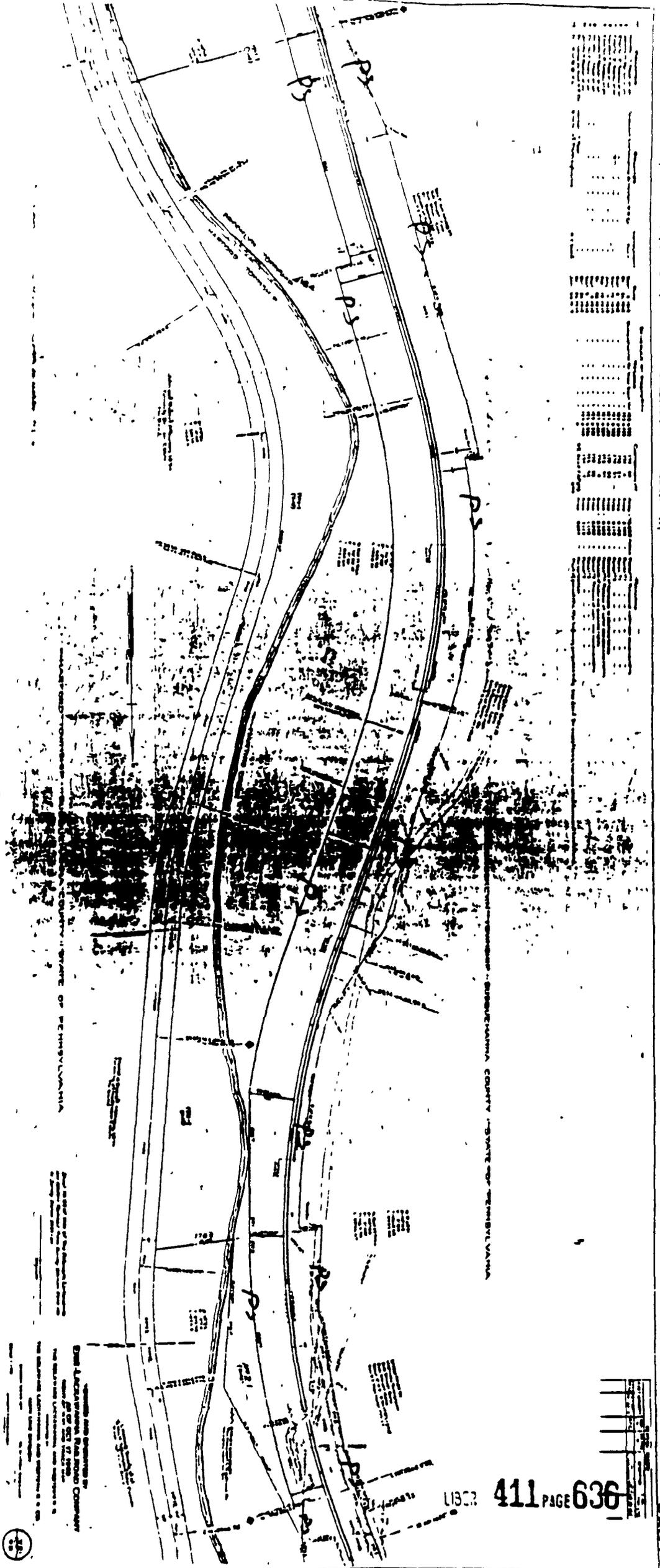


DESIGNED AND DRAWN BY  
 THE SUSQUEHANNA RAILROAD COMPANY  
 1000 MARKET STREET, PITTSBURGH, PA.  
 THE SUSQUEHANNA RAILROAD COMPANY  
 1000 MARKET STREET, PITTSBURGH, PA.

NO.	DATE	REVISION

(1947) 1648 to 1658

(8471 1638 2-1698)



STATE OF PENNSYLVANIA

BERKSHIRE COUNTY - STATE OF PENNSYLVANIA

DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
HARRISBURG, PA. 17104



LIB. 411 PAGE 636

6201



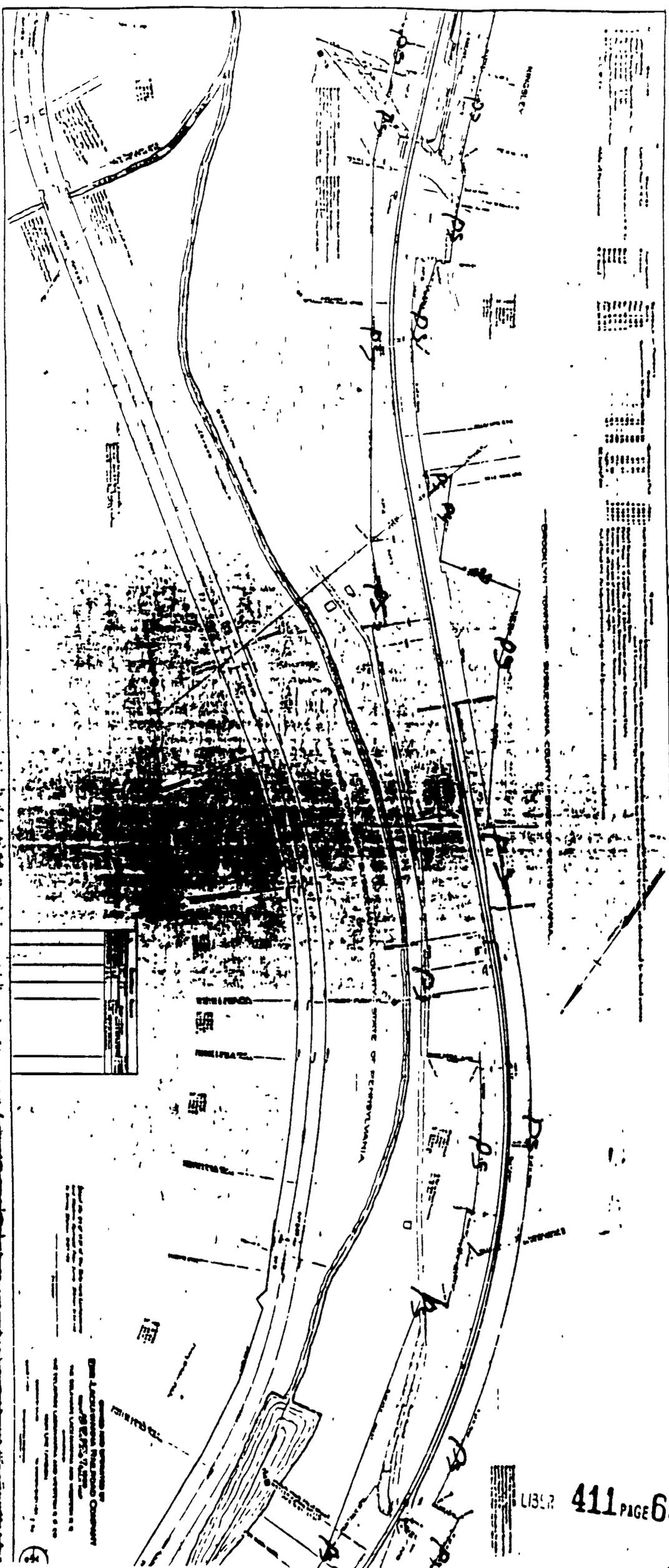
HARFORD TOWNSHIP SUSQUEHANNA COUNTY STATE OF PENNSYLVANIA

(PART 1085 & 1086)

Engineering prepared from  
aerial photograph  
taken on Oct. 11, 1938  
and reduced to scale of  
1" = 100' and corrected  
for curvature and refraction  
and adjusted to datum of  
mean sea level.



Table with multiple columns and rows, likely a legend or data table. The text is mostly illegible due to the high contrast and grain of the scan.



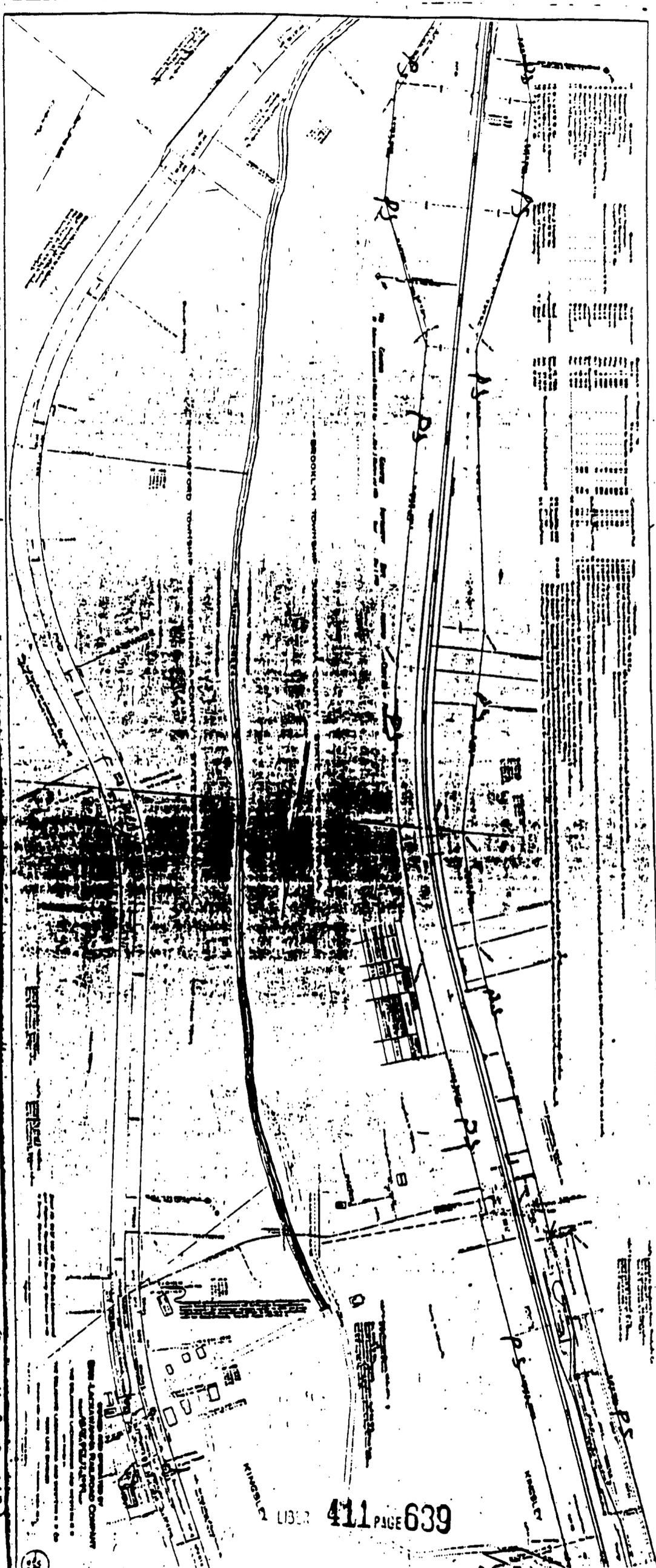
(SHEET 1613 & 1614)

THE LOCKS AND DAMS OF THE  
 PENNSYLVANIA CANAL SYSTEM  
 ARE OWNED BY THE STATE OF PENNSYLVANIA  
 AND ARE OPERATED BY THE PENNSYLVANIA  
 CANAL AND DEEP WATERWAY AUTHORITY  
 UNDER THE SUPERVISION OF THE  
 COMMISSIONER OF THE PENNSYLVANIA  
 DEPARTMENT OF TRANSPORTATION  
 HARRISBURG, PENNSYLVANIA

LIBER 411 PAGE 638

35

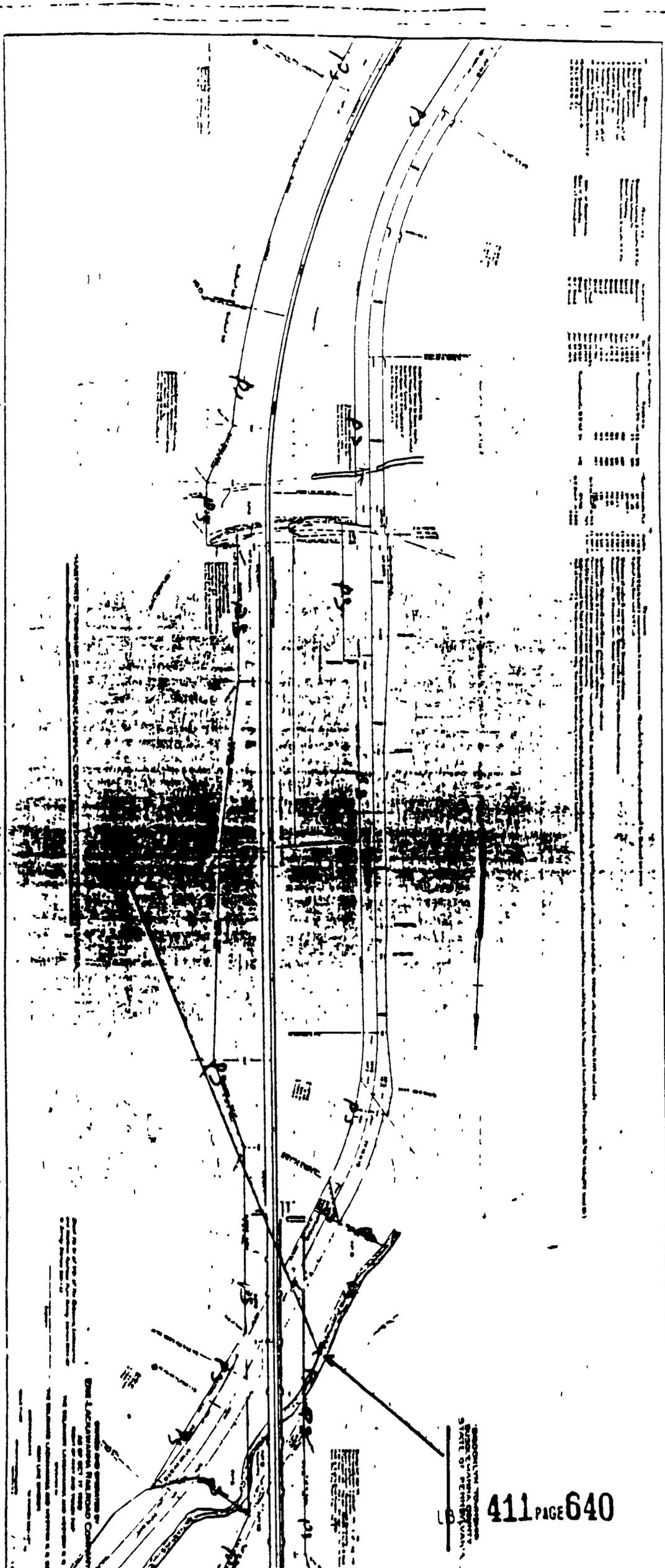
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(971 KAR & 1418)



(PWT 1578 E 1608)

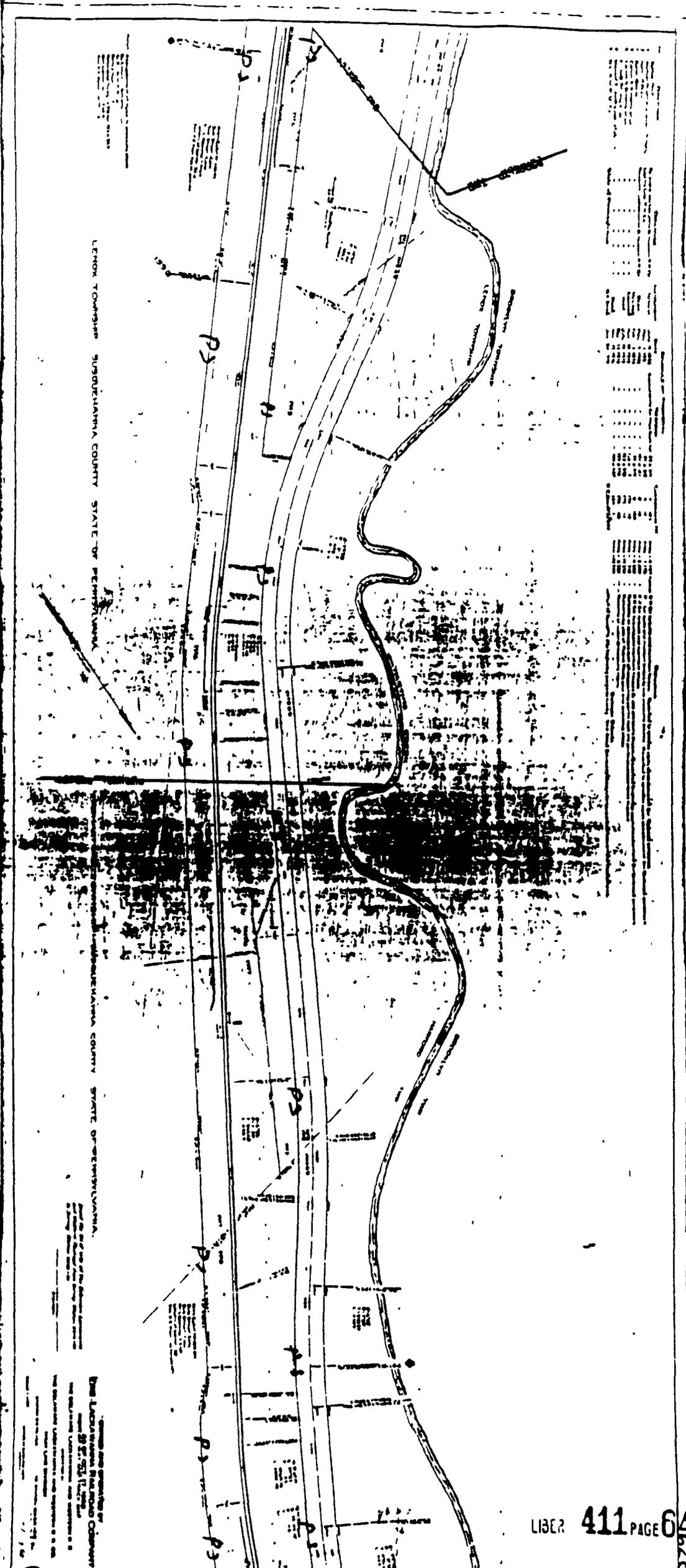


THE STATE OF PENNSYLVANIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PHILADELPHIA, PA.  
 1938

DEPARTMENT OF TRANSPORTATION  
 STATE OF PENNSYLVANIA  
 PHILADELPHIA, PA.

411 PAGE 640

37  
11



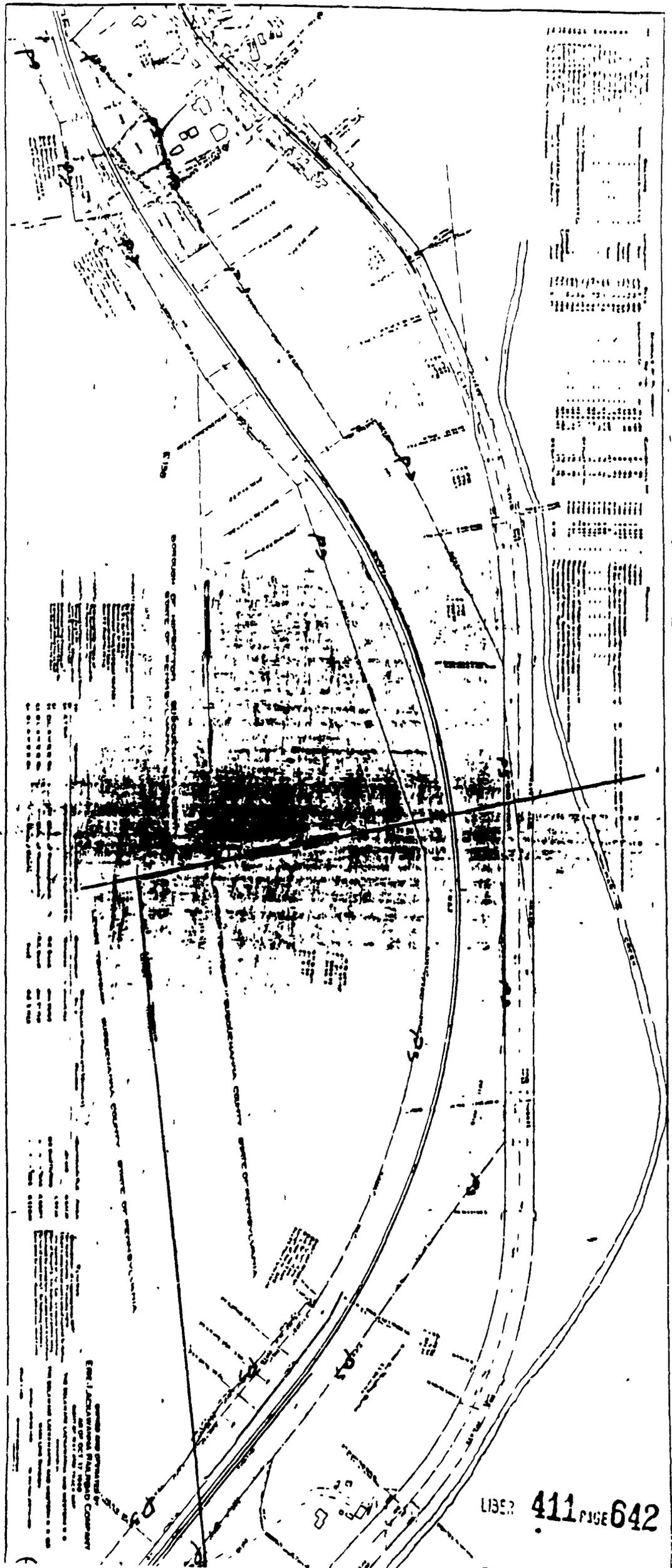
LENOX TOWNSHIP SUSQUEHANNA COUNTY STATE OF PENNSYLVANIA

SUSQUEHANNA COUNTY STATE OF PENNSYLVANIA

(0471 1588 & 1590)

DESIGNED AND DRAWN BY  
 THE PENNSYLVANIA CANAL COMMISSION  
 300 MARKET STREET, PHILADELPHIA, PA.  
 19106





(PART 1578 & 1580)

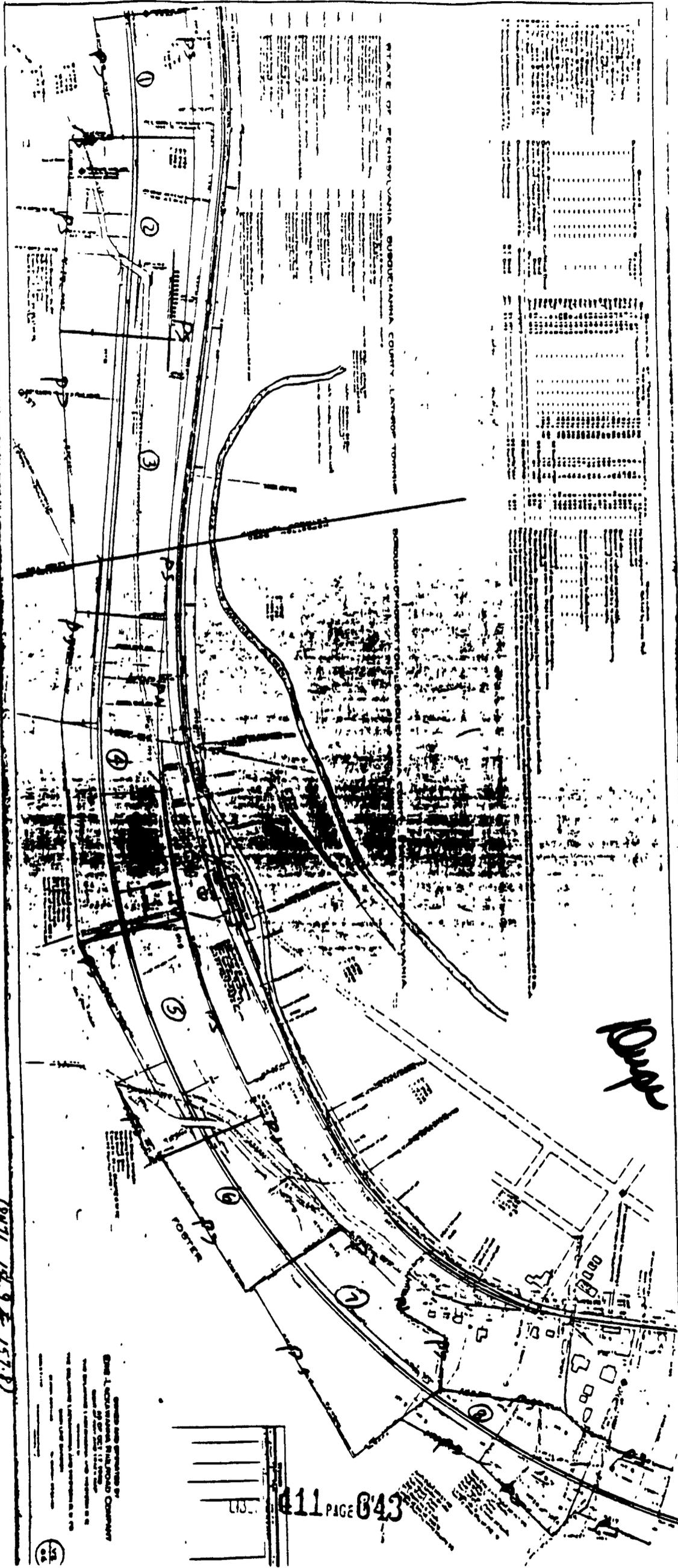
ENGINEERING  
 DRAWING  
 NO. 1578 & 1580  
 DATE OCT. 17 1950  
 THE BUREAU OF LAND MANAGEMENT  
 WASHINGTON, D. C.

ENGINEERING  
 DRAWING  
 NO. 1578 & 1580  
 DATE OCT. 17 1950  
 THE BUREAU OF LAND MANAGEMENT  
 WASHINGTON, D. C.

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6297



STATE OF PENNSYLVANIA  
 BERKSHIRE COUNTY  
 LANTHORP TOWNSHIP

BRIDGE OF THE PENNSYLVANIA RAILROAD COMPANY  
 OVER THE BERKSHIRE RIVER

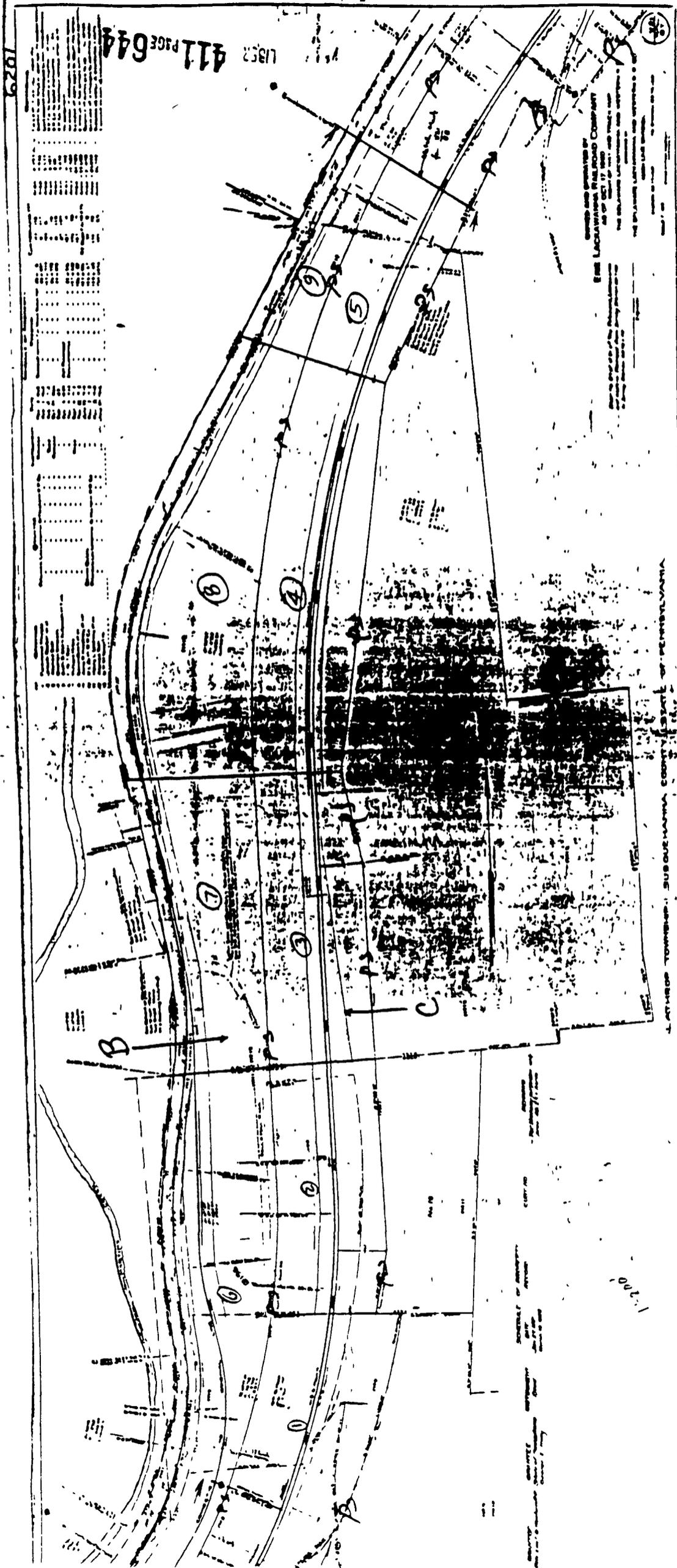
*Dup*

(8171 157.8 157.8)

DESIGNED AND DRAWN BY  
 JOHN L. COVATTA  
 PENNSYLVANIA RAILROAD COMPANY  
 CIVIL ENGINEER  
 PHILADELPHIA, PA.



16 1/2



411 PAGE 644  
 USPTO 1929

DESIGNED AND DRAWN BY  
 THE LACKAWANNA RAILROAD COMPANY  
 AS OF OCT. 17, 1929  
 THE TRACKS SHOWN ARE THE PROPERTY OF THE LACKAWANNA RAILROAD COMPANY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

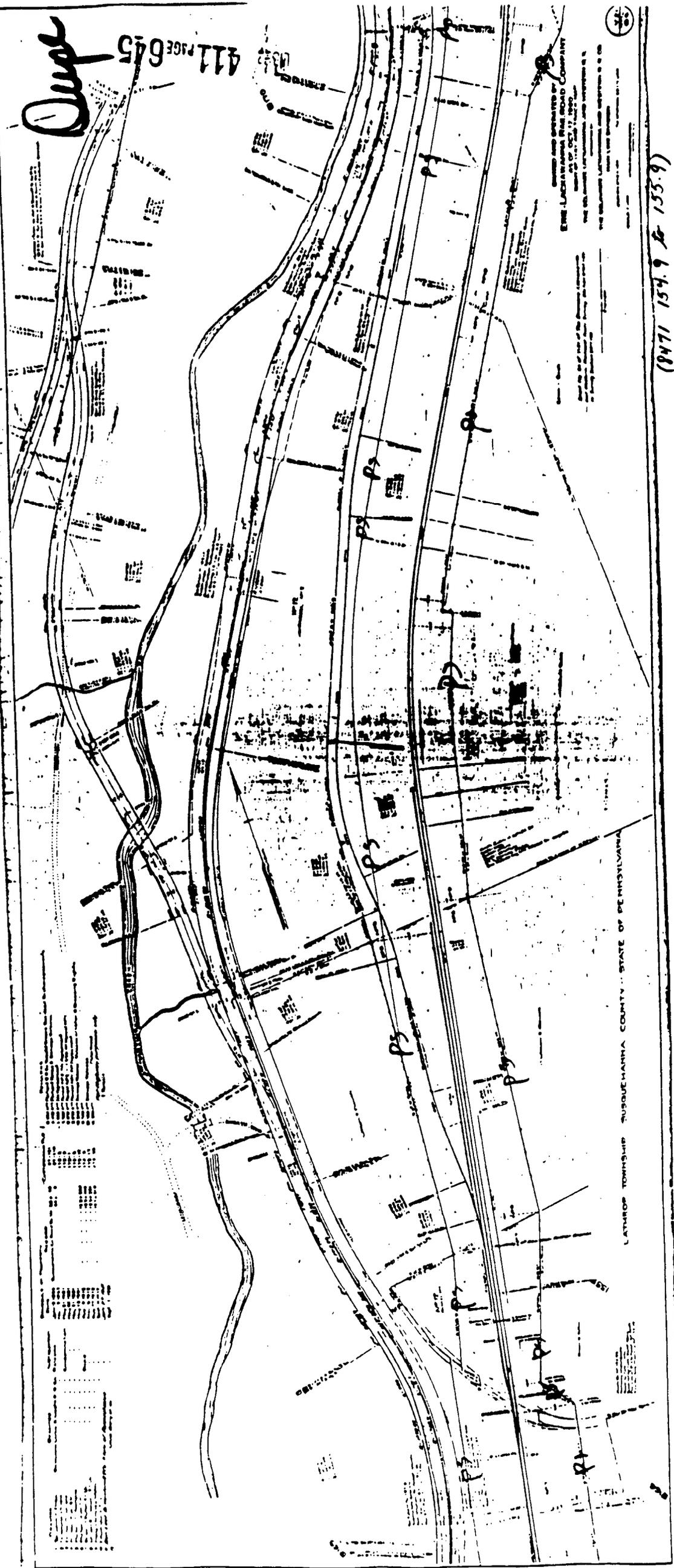
LACKAWANNA COUNTY, STATE OF PENNSYLVANIA

(P471 1559 to 1579)

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*Out*  
411 PAGE 645



DESIGNED AND PREPARED BY  
 ERIC LACHARRE ROAD COMPANY  
 1111 N. 10TH ST. PHOENIX, ARIZONA  
 1947

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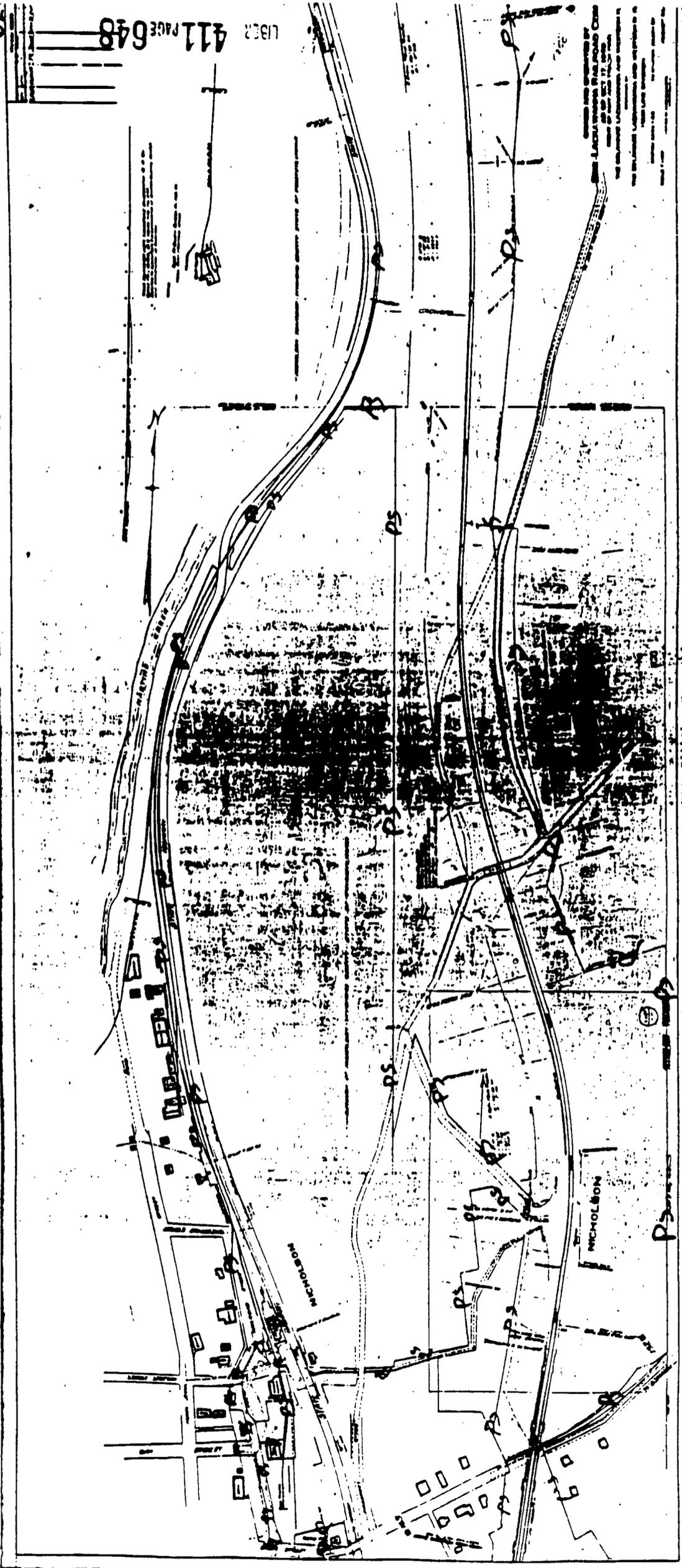
LATHROP TOWNSHIP SUSQUEHANNA COUNTY STATE OF PENNSYLVANIA

(8471 154.9 to 153.9)





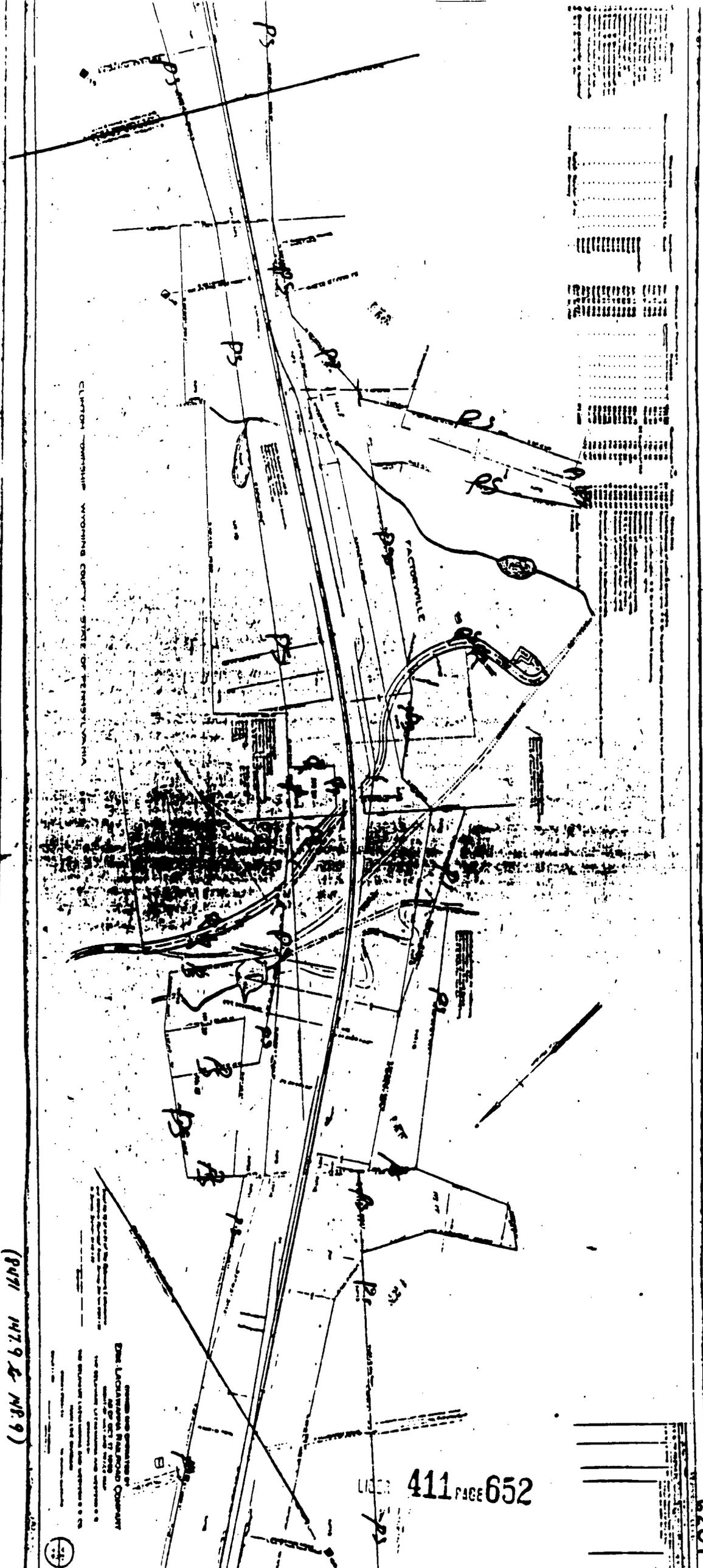




(1871 1517 & 1518)







CLINTON TOWNSHIP WYOMING COUNTY STATE OF PENNSYLVANIA

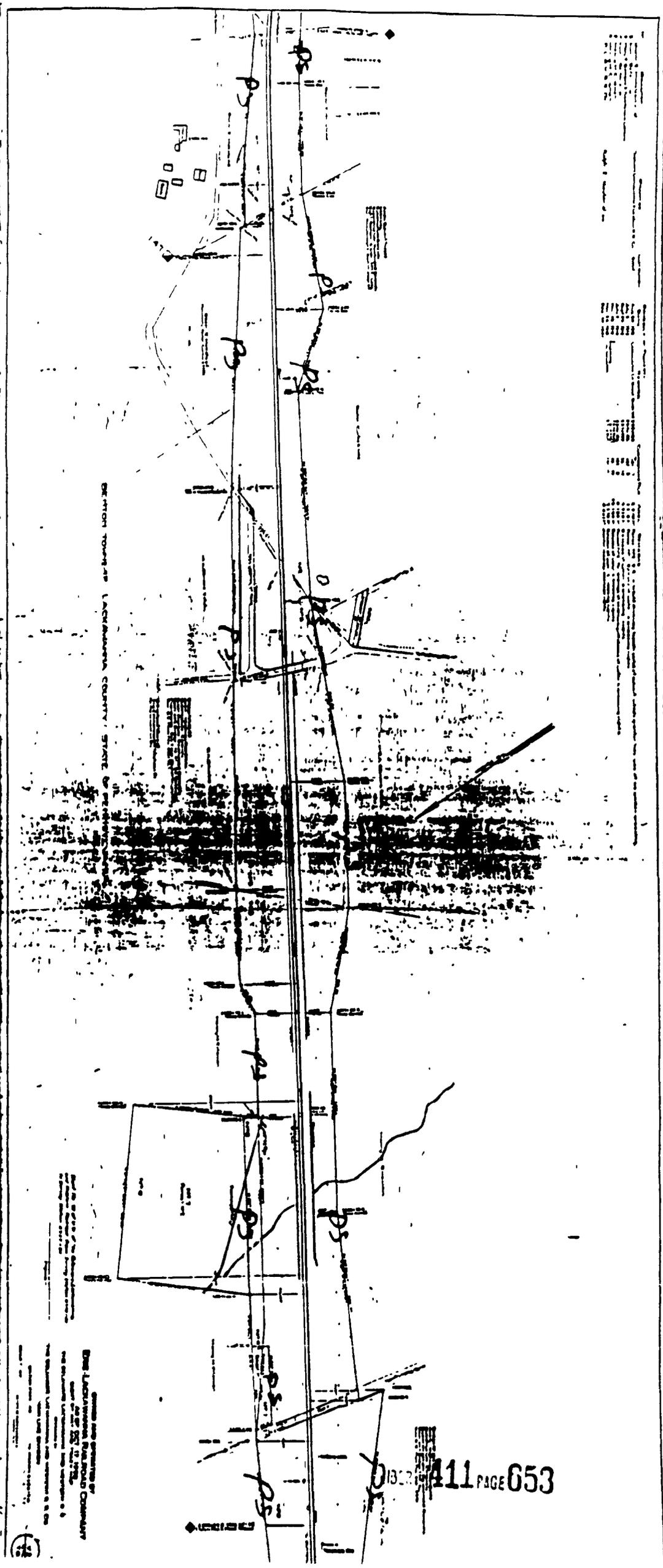
(8471 1479 & NR.9)

THE LACKAWANNA RAILROAD COMPANY  
 AS OF OCT. 27, 1928  
 THE SPLITTING OF THE TRACKS  
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 AND THE SPLITTING OF THE TRACKS  
 AND THE SPLITTING OF THE TRACKS

LIBER 411 PAGE 652

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6201



SECTION TWENTY-SEVEN, LACRAMBERG COUNTY, STATE OF MISSISSIPPI

(2471 1469 & 1479)

DEED AND GRANTING OF  
 LAND TO THE STATE OF MISSISSIPPI  
 AND GRANTING OF THE RIGHT OF WAY  
 FOR THE CONSTRUCTION OF A  
 CANAL THROUGH THE LANDS OF THE  
 STATE OF MISSISSIPPI

INDEXED 411 PAGE 653

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6201

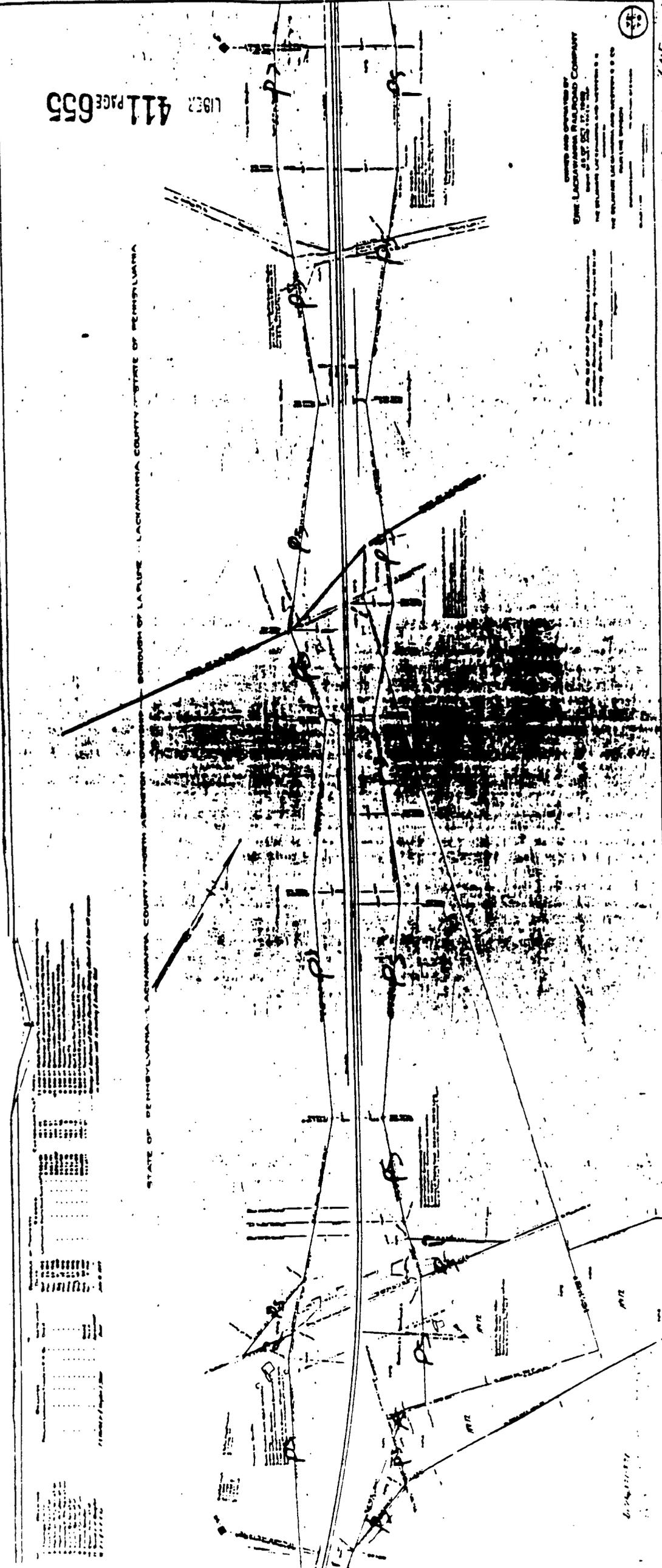


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6201

LIBER 411 PAGE 655

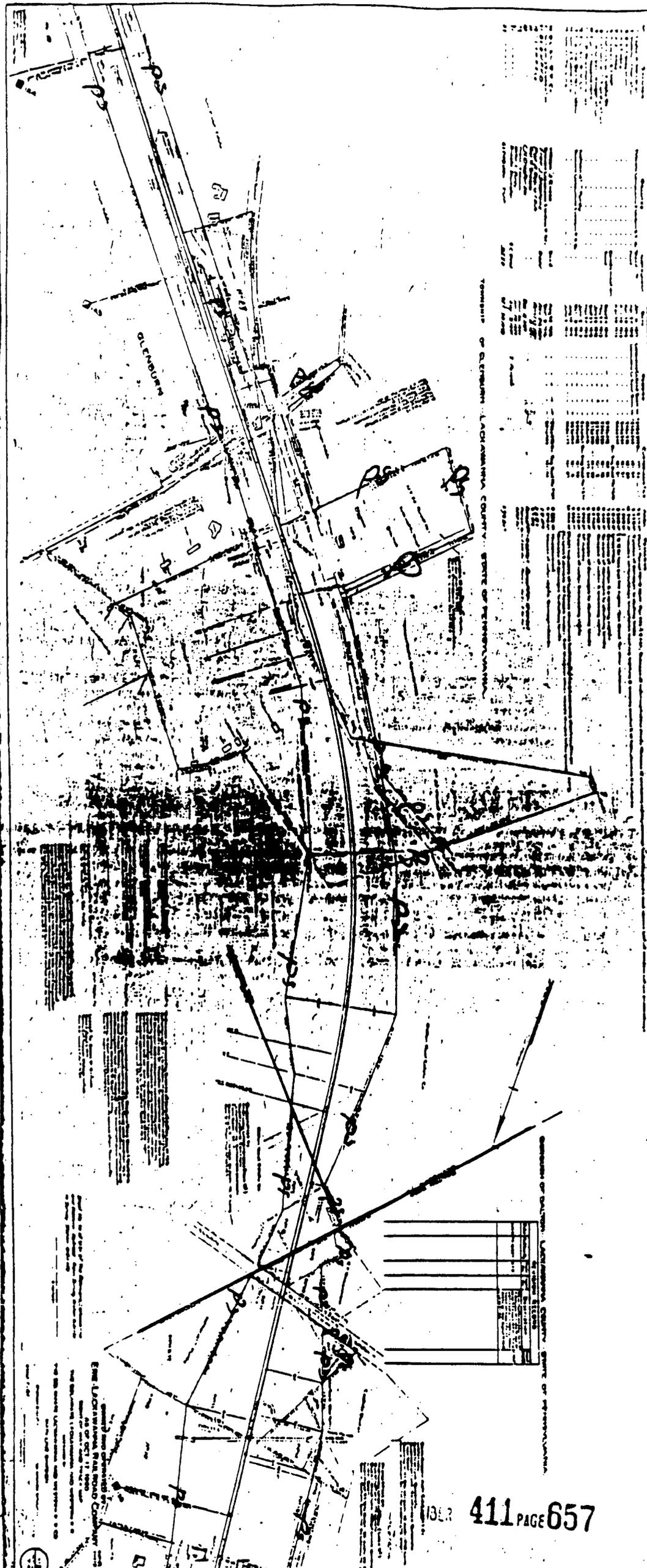
STATE OF PENNSYLVANIA, LACAWANNA COUNTY, BOROUGHS OF LA PLUME, LACAWANNA COUNTY, STATE OF PENNSYLVANIA



Survey and Certificate of  
 Title, LACAWANNA RAILROAD COMPANY  
 dated JULY 25, 1929.  
 See also the Survey and Certificate of  
 Title, LACAWANNA RAILROAD COMPANY  
 dated JULY 25, 1929.  
 See also the Survey and Certificate of  
 Title, LACAWANNA RAILROAD COMPANY  
 dated JULY 25, 1929.

(1971 1449 & 1459)



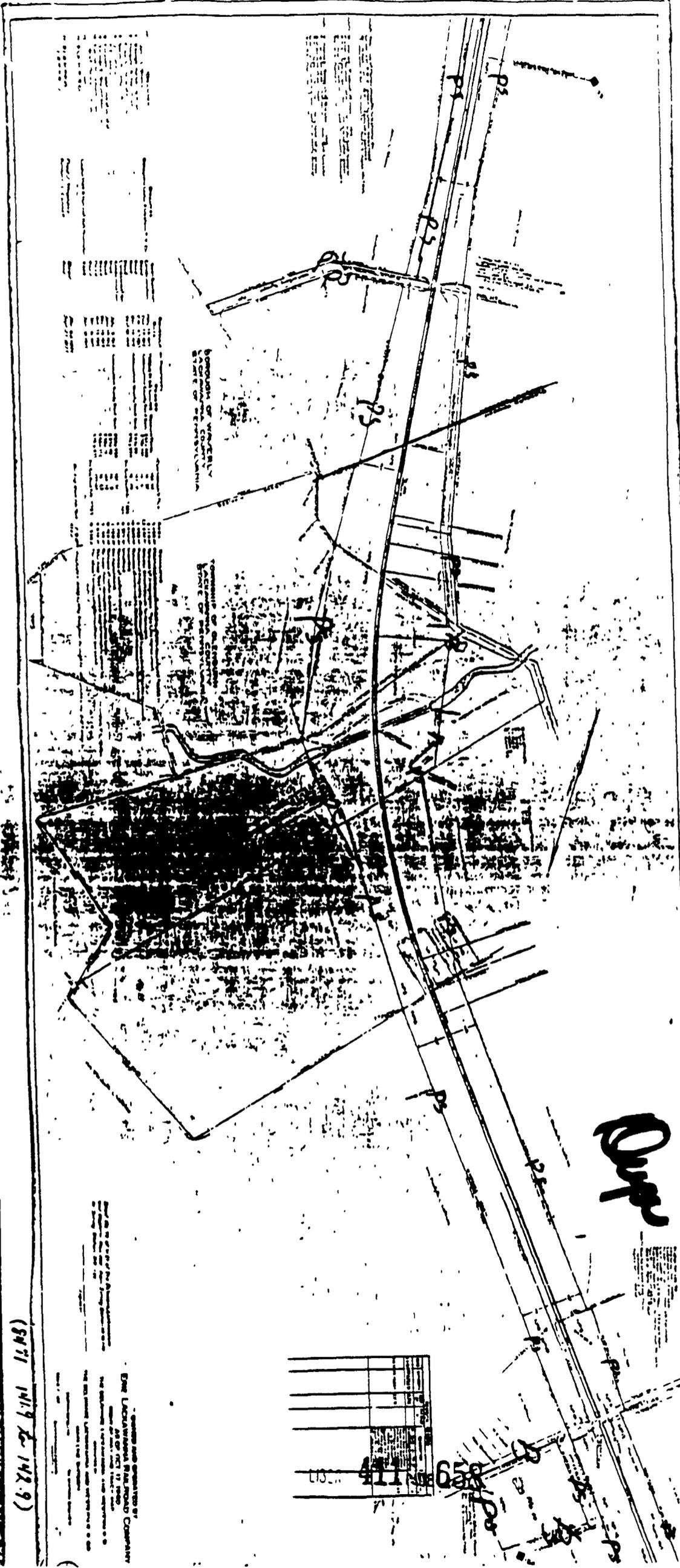


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TOWNSHIP OF GLENDON, LACOMBIA COUNTY, STATE OF MINNESOTA.

SECTION OF GLENDON, LACOMBIA COUNTY, STATE OF MINNESOTA.

(S.W. 1/4, 1/2, 1/4, 1/8, 1/16, 1/32, 1/64, 1/128, 1/256, 1/512, 1/1024, 1/2048, 1/4096, 1/8192, 1/16384, 1/32768, 1/65536, 1/131072, 1/262144, 1/524288, 1/1048576, 1/2097152, 1/4194304, 1/8388608, 1/16777216, 1/33554432, 1/67108864, 1/134217728, 1/268435456, 1/536870912, 1/1073741824, 1/2147483648, 1/4294967296, 1/8589934592, 1/17179869184, 1/34359738368, 1/68719476736, 1/137438953472, 1/274877906944, 1/549755813888, 1/1099511627776, 1/2199023255552, 1/4398046511104, 1/8796093022208, 1/17592186044416, 1/35184372088832, 1/70368744177664, 1/140737488355328, 1/281474976710656, 1/562949953421312, 1/1125899906842624, 1/2251799813685248, 1/4503599627370496, 1/9007199254740992, 1/18014398509481984, 1/36028797018963968, 1/72057594037927936, 1/144115188075855872, 1/288230376151711744, 1/576460752303423488, 1/1152921504606846976, 1/2305843009213693952, 1/4611686018427387904, 1/9223372036854775808, 1/18446744073709551616, 1/36893488147419103232, 1/73786976294838206464, 1/147573952589676412928, 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BOROUGH OF WINDSOR  
 COUNTY OF WESTMIDLANDS

COMMISSIONERS OF WINDSOR  
 COUNTY OF WESTMIDLANDS

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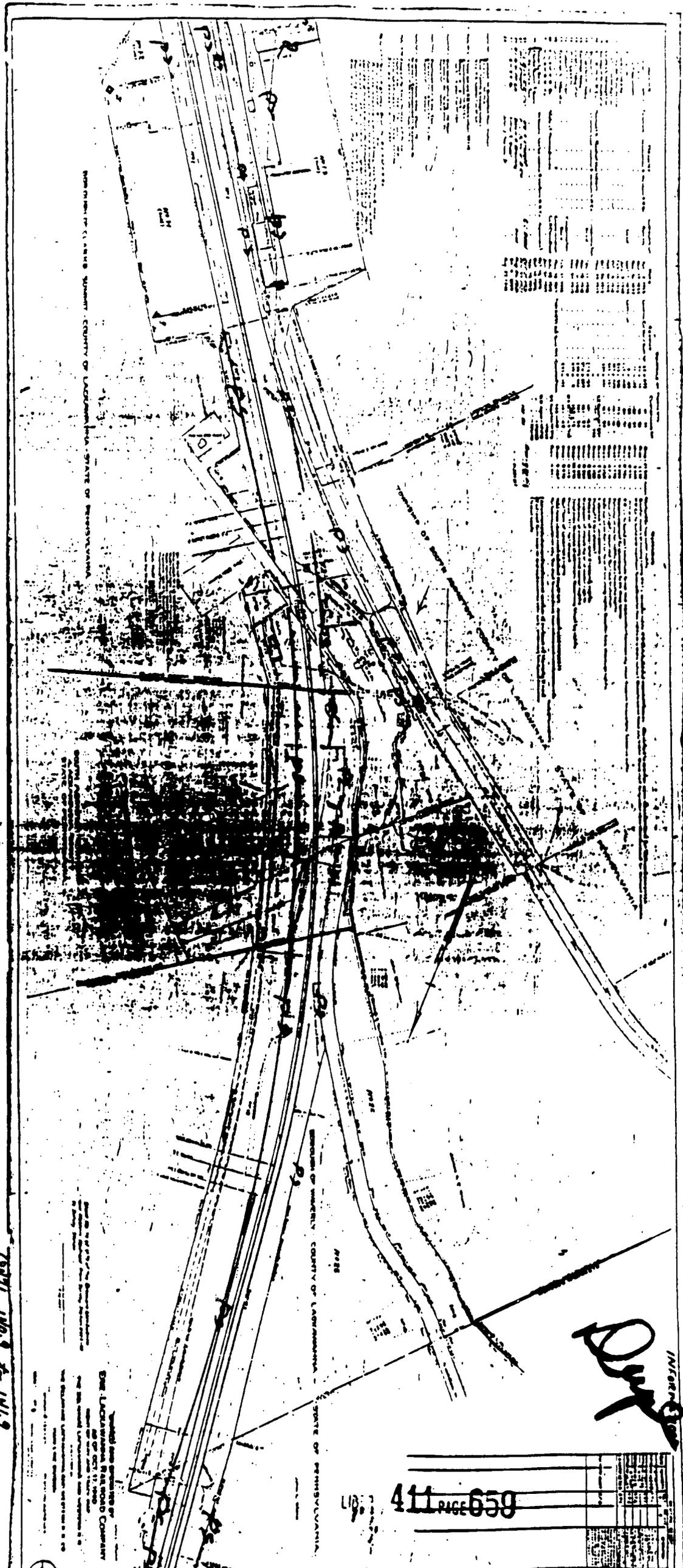
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(S/71 1419 & 1429)

DESIGNED AND SUPERVISED BY  
 ERIC LACKAYMAN, B.A., M.A., M.C.E., M.I.C.E.  
 CIVIL ENGINEER  
 10, GERRARD STREET, EAST, LONDON, E.C. 4.  
 AND CONSULTING ENGINEER TO THE  
 BOROUGH OF WINDSOR, COUNTY OF WESTMIDLANDS.

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6791  
 INCREASE



SECTION OF STATE STREET, COUNTY OF LACKAWANNA, STATE OF PENNSYLVANIA.

SECTION OF STATE STREET, COUNTY OF LACKAWANNA, STATE OF PENNSYLVANIA.

1911 140.9 & 141.9

THE LACKAWANNA RAILROAD COMPANY

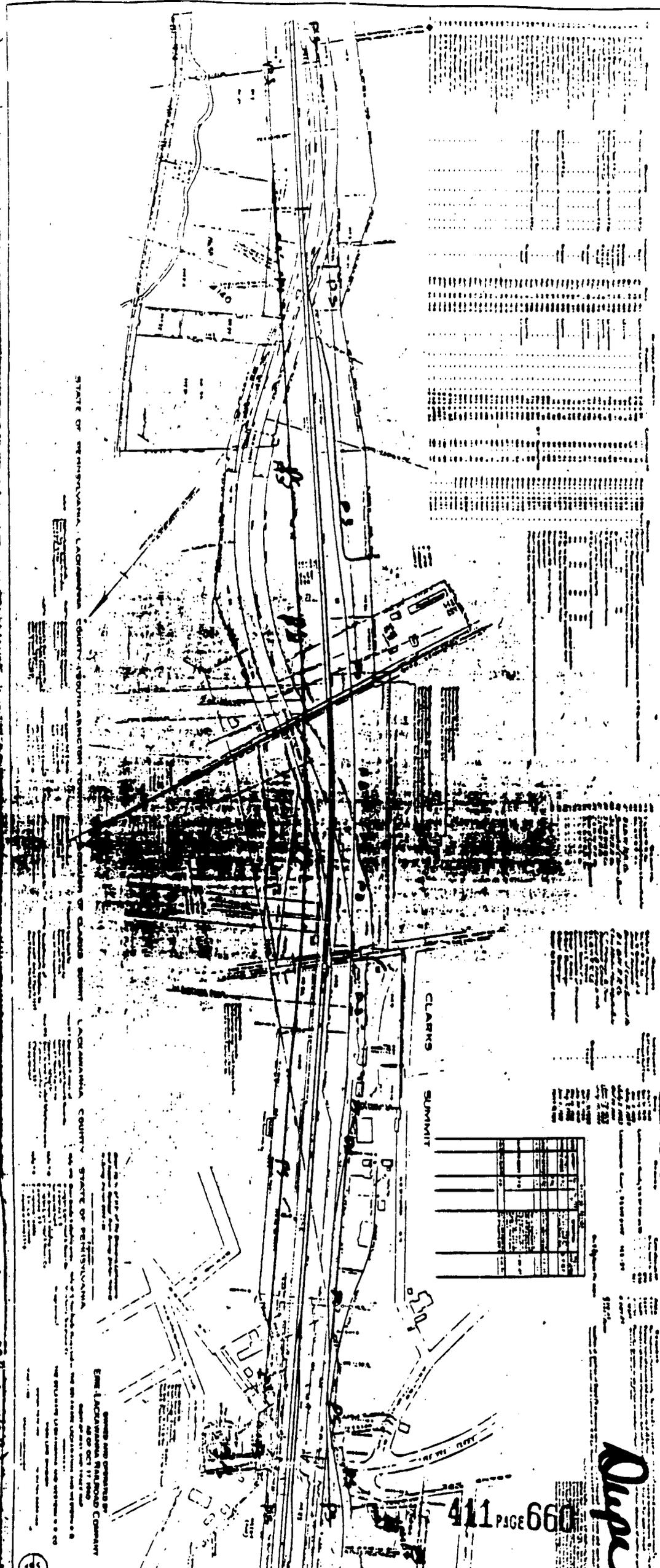
*Duff*

INSTR. 6701

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6701



STATE OF PENNSYLVANIA, LACKAWANNA COUNTY, SOUTH ABINGTON TOWNSHIP, LOCATION OF CLASSED HIGHWAY, LACKAWANNA COUNTY, STATE OF PENNSYLVANIA

ENGINEER AND DRAFTER BY  
 ERIC LACKAWANNA WALSH COMPANY  
 40 OCT 11 1960

(8471 1379 & 1409)

CLARKS SUMMIT

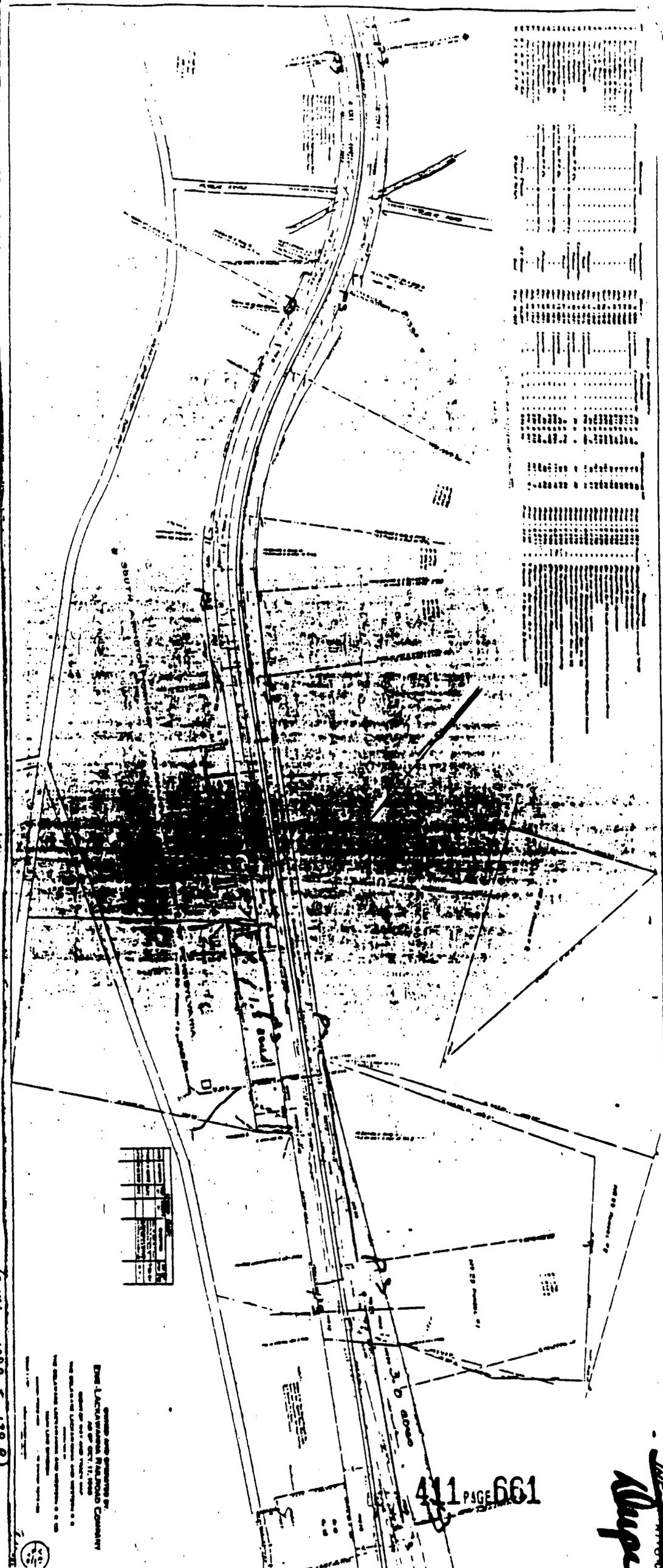
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 INFORMATION

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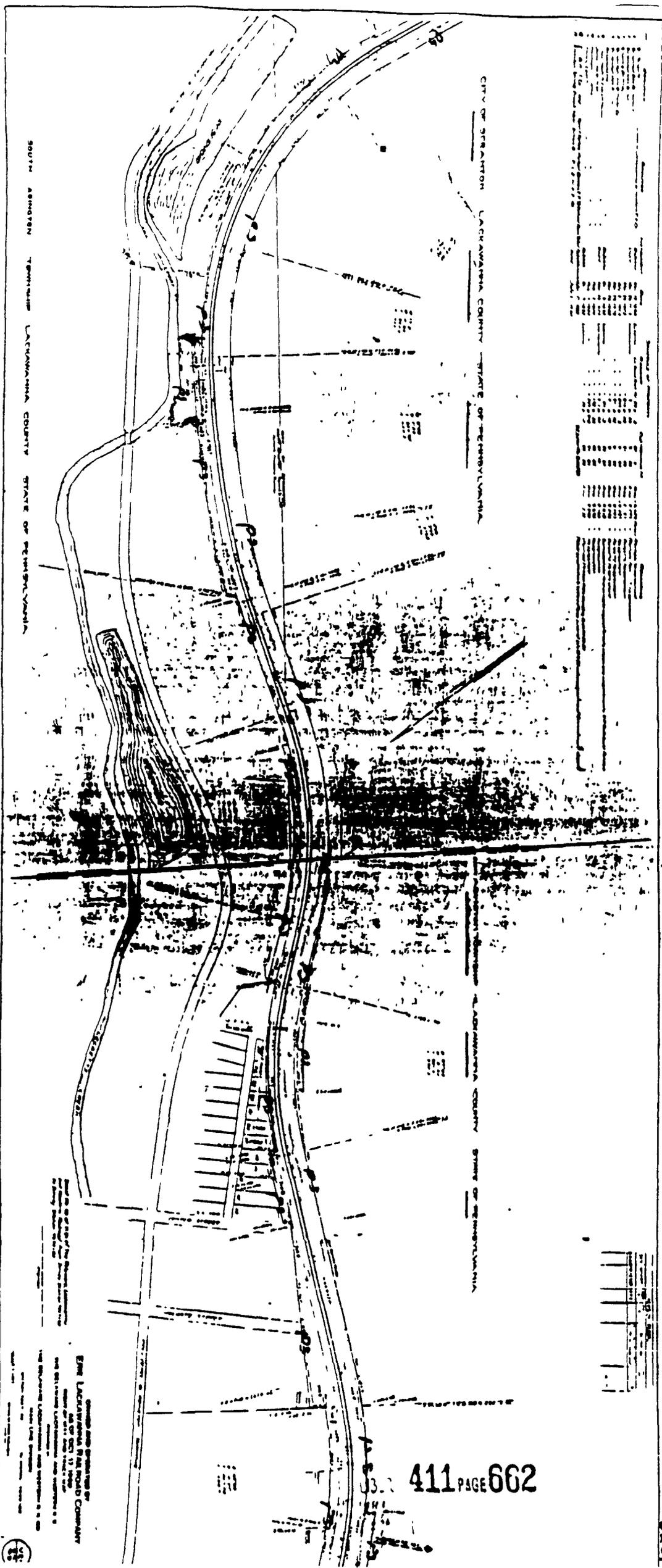
(8471 1389 & 1399)

DESIGNED AND DRAWN BY  
 ERIC LACTANON, ROAD DESIGNER  
 DATE: OCT 17, 1988  
 ALL RIGHTS RESERVED  
 THIS DRAWING IS THE PROPERTY OF E.L.C. & CO.  
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411 PAGE 661

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*W.C. Dwyer*

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SOUTH ABINGTON TOWNSHIP LACKAWANNA COUNTY STATE OF PENNSYLVANIA

CITY OF STANTON LACKAWANNA COUNTY STATE OF PENNSYLVANIA

LACKAWANNA COUNTY STATE OF PENNSYLVANIA

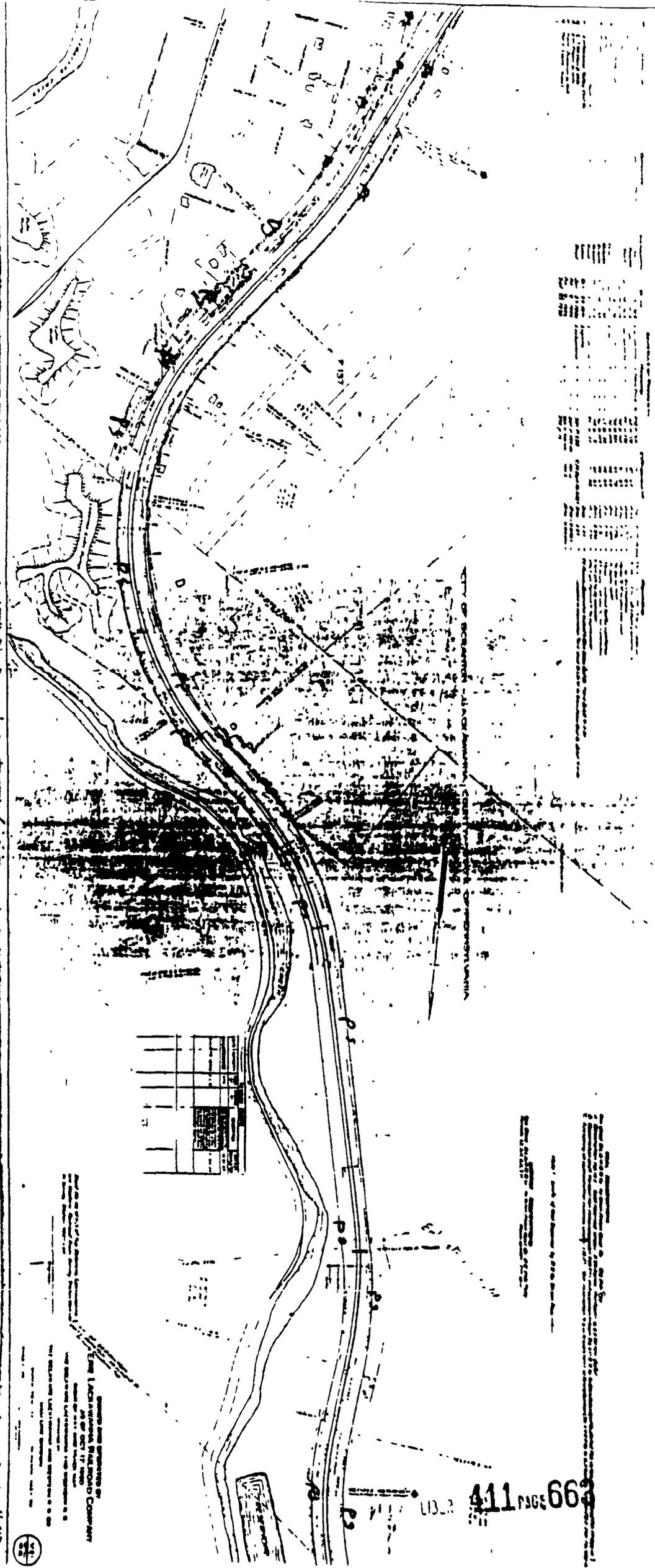
(8471 1579 & 1389)

Group and operators of  
**ENE LACKAWANNA RAILROAD COMPANY**  
 400 N. 17th St.  
 P.O. Box 1000  
 Erie, Pa. 16540  
 The following information was prepared by E.N.C.  
 on 10/1/79

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(PLAN 136.9 to 137.9)

ENGINEER AND SURVEYOR OF THE  
 LACHRYAN, WALSH & COMPANY  
 2000 N. G ST. SEASIDE, CALIF.  
 1917

LIB. 411 PAGE 663

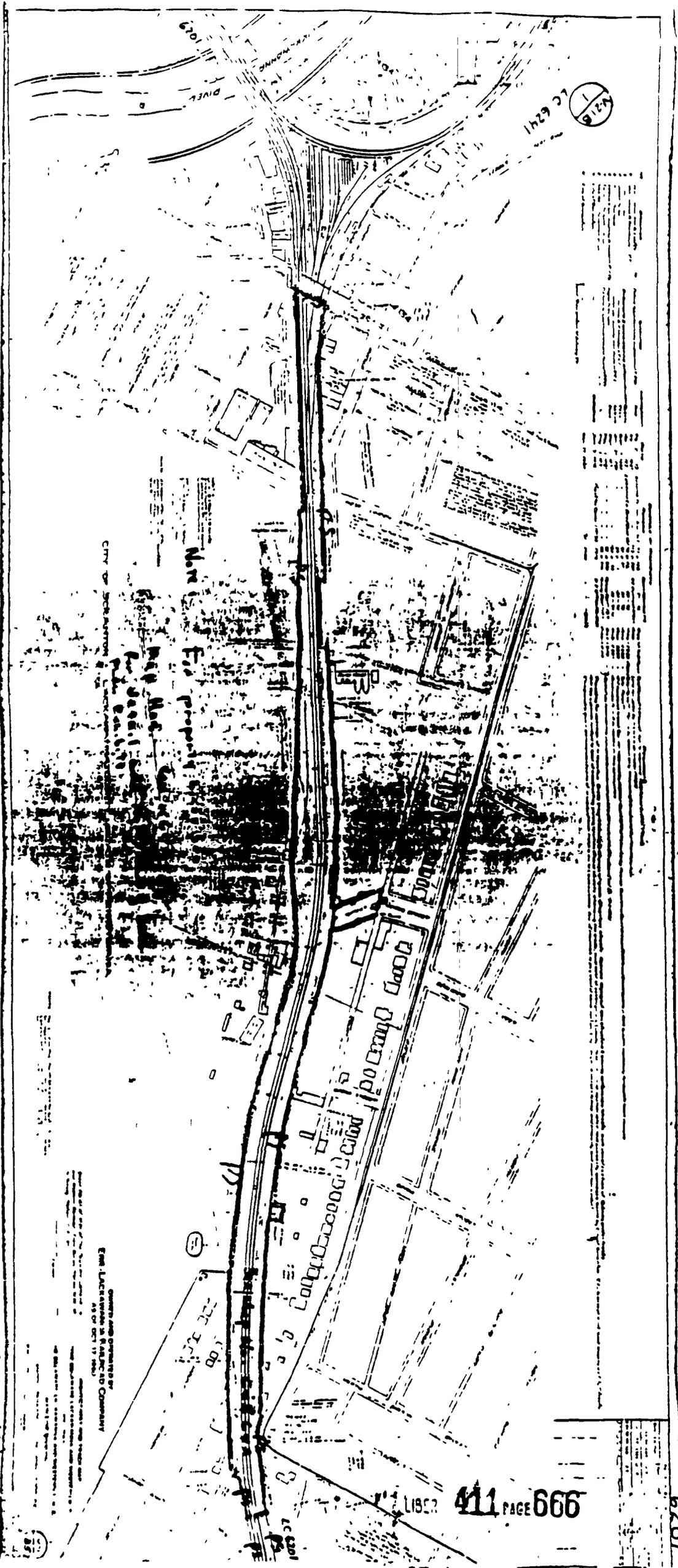
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CITY OF SEASIDE, CALIF. PROPERTY

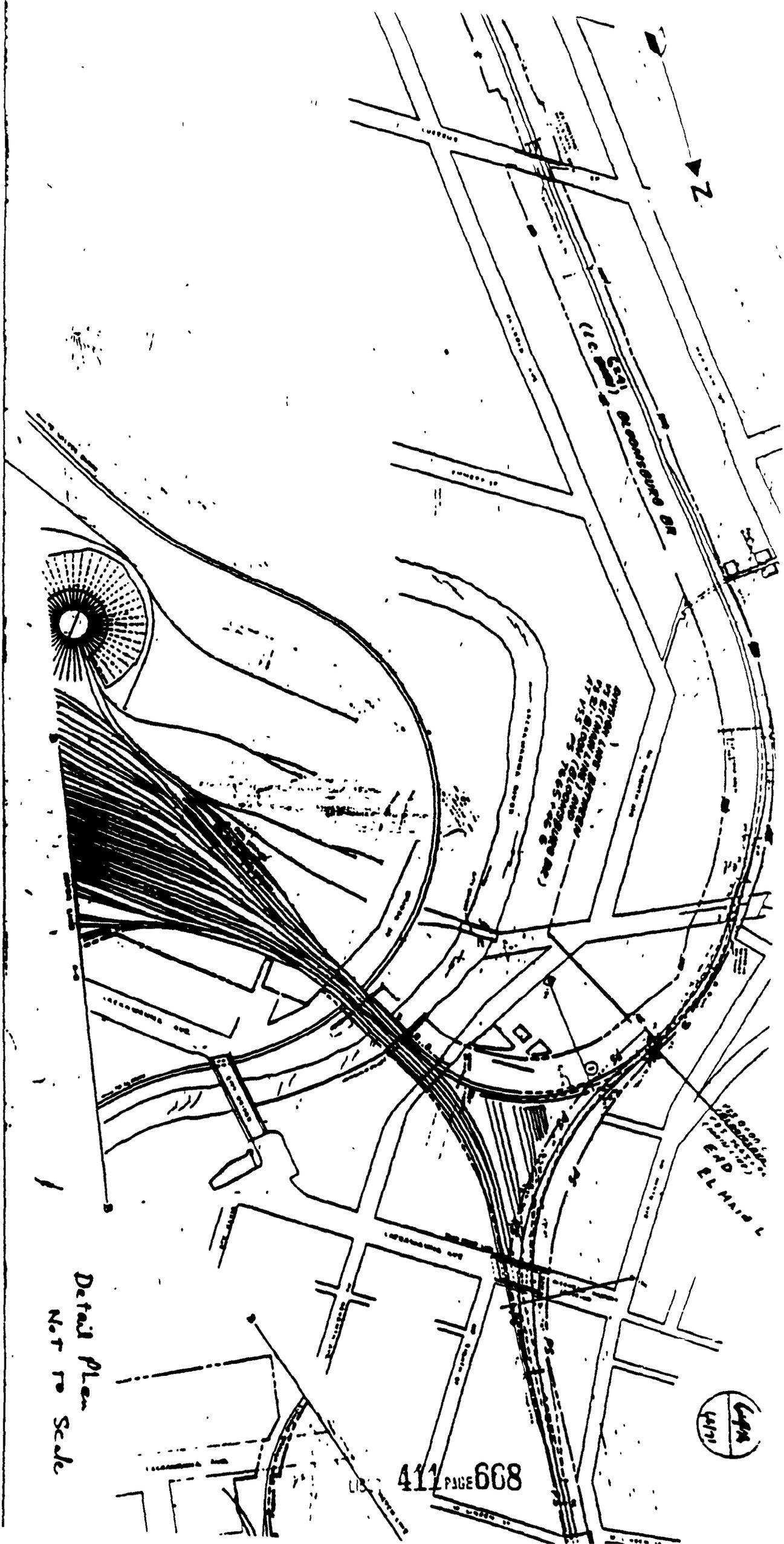
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DESIGNED AND DRAWN BY  
 E.M. LACKAWAN & ASSOCIATES  
 15 OCT 17 1950

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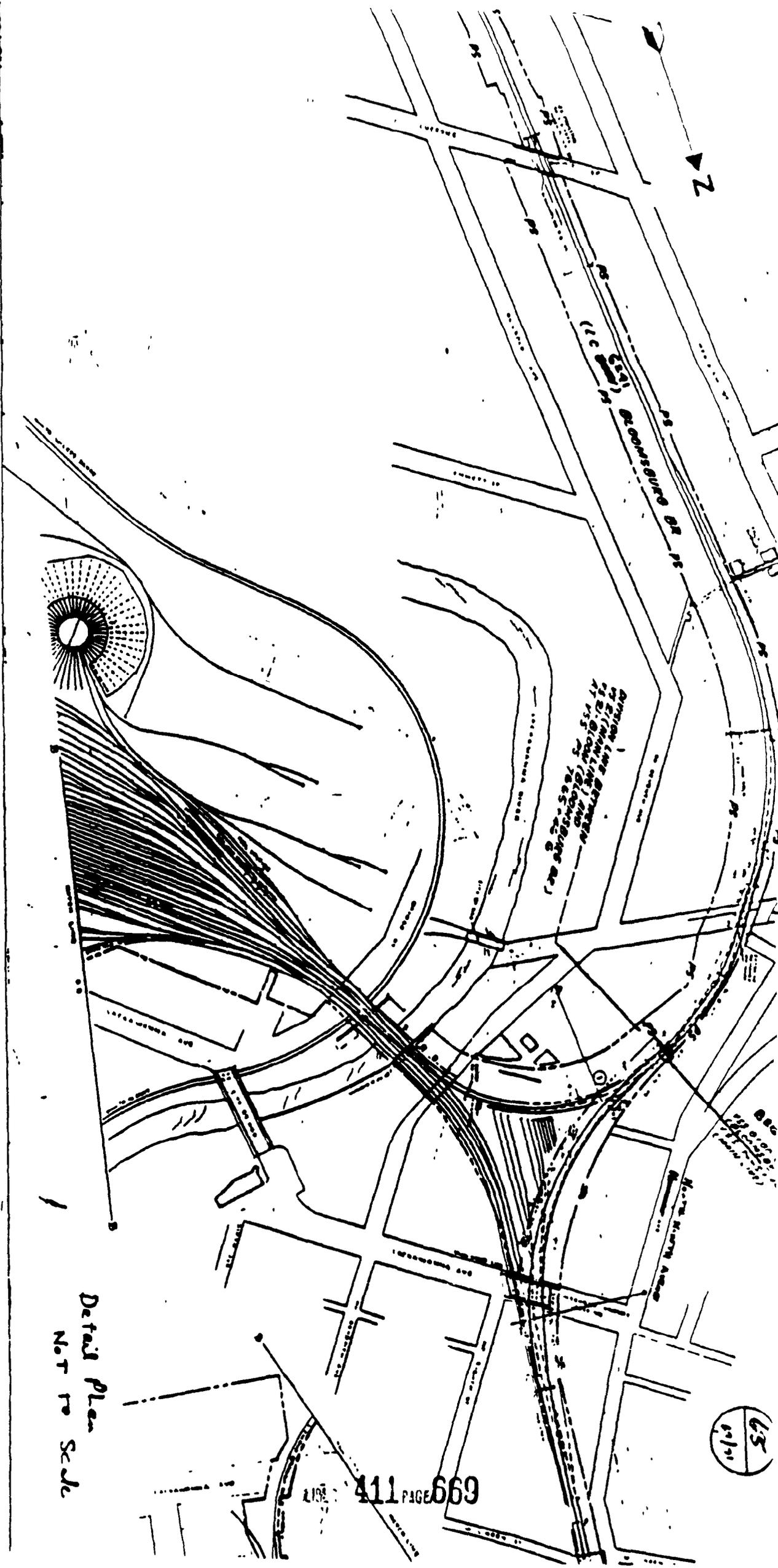
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Detail Plan  
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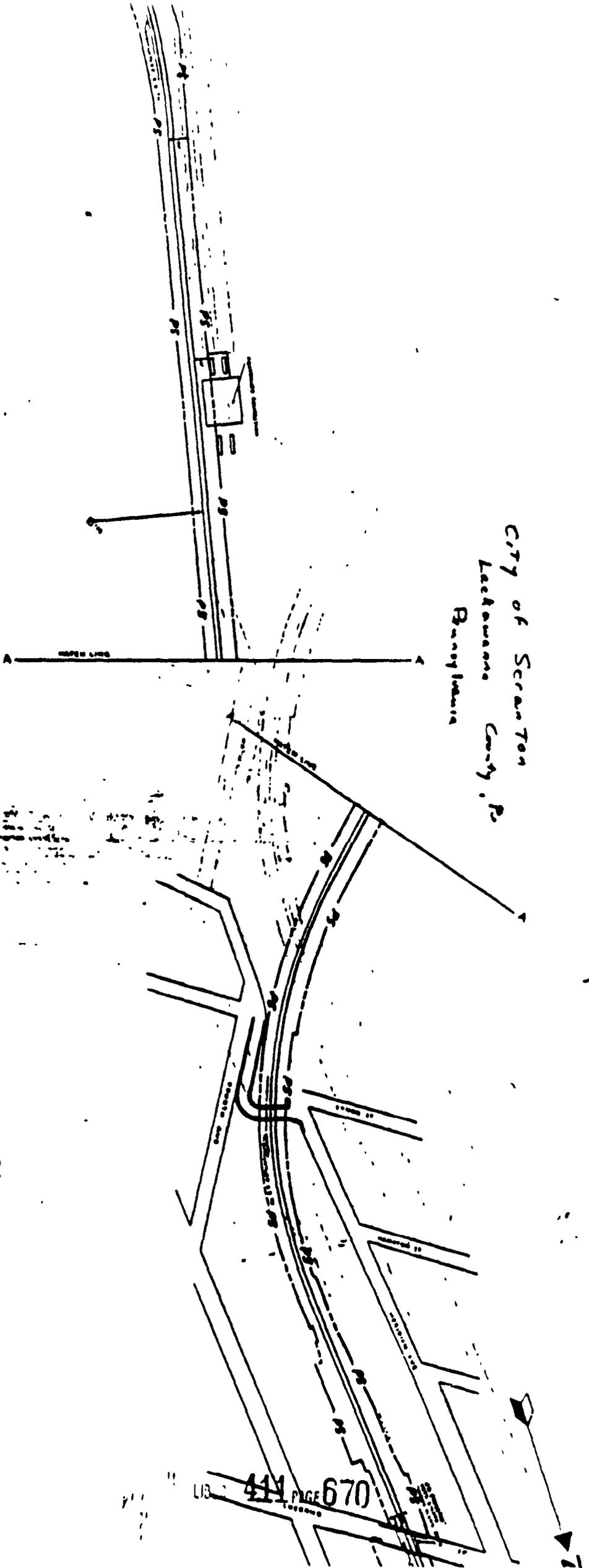


DIVISION LINE BETWEEN  
 100 GROOMSBURG DR  
 & 100 GROOMSBURG DR  
 (SEE PLAN 70-65-40-2)

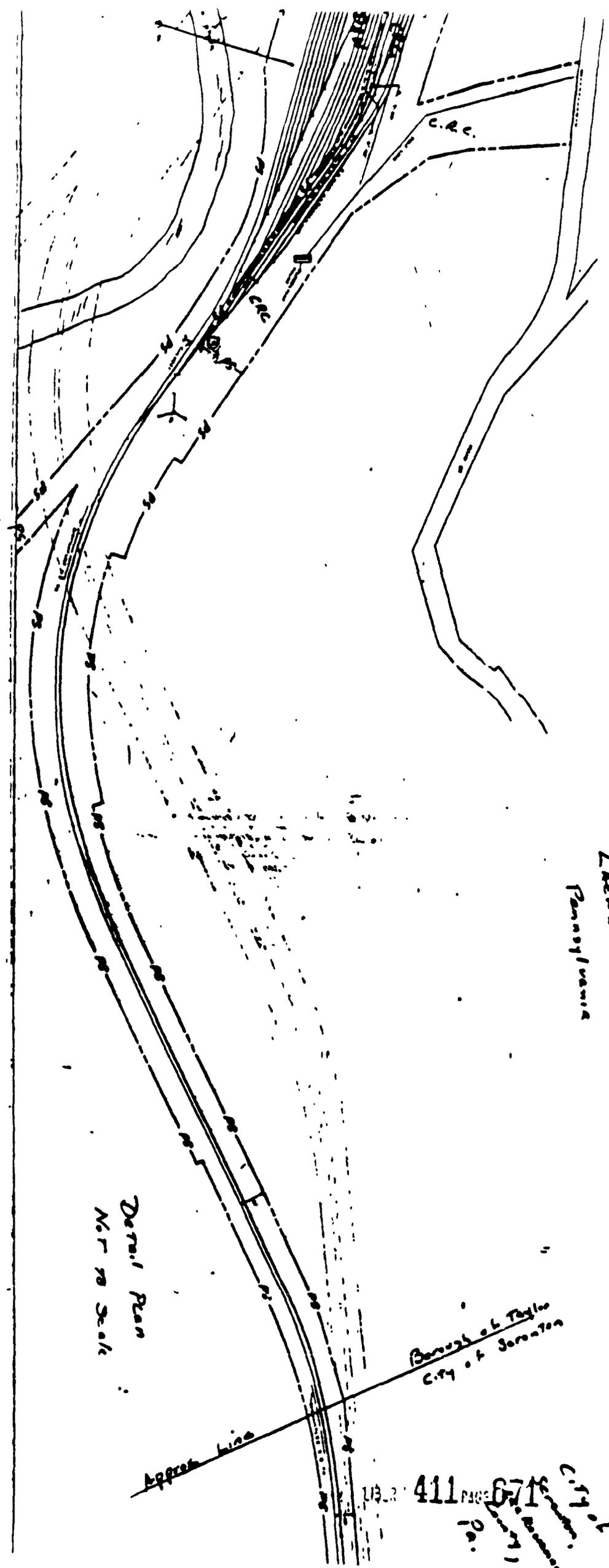
Detail Plan  
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CITY of SCRANTON  
Lackawanna County, Pa  
Pennsylvania



DETAIL PLAN  
N.P. 70 Scale



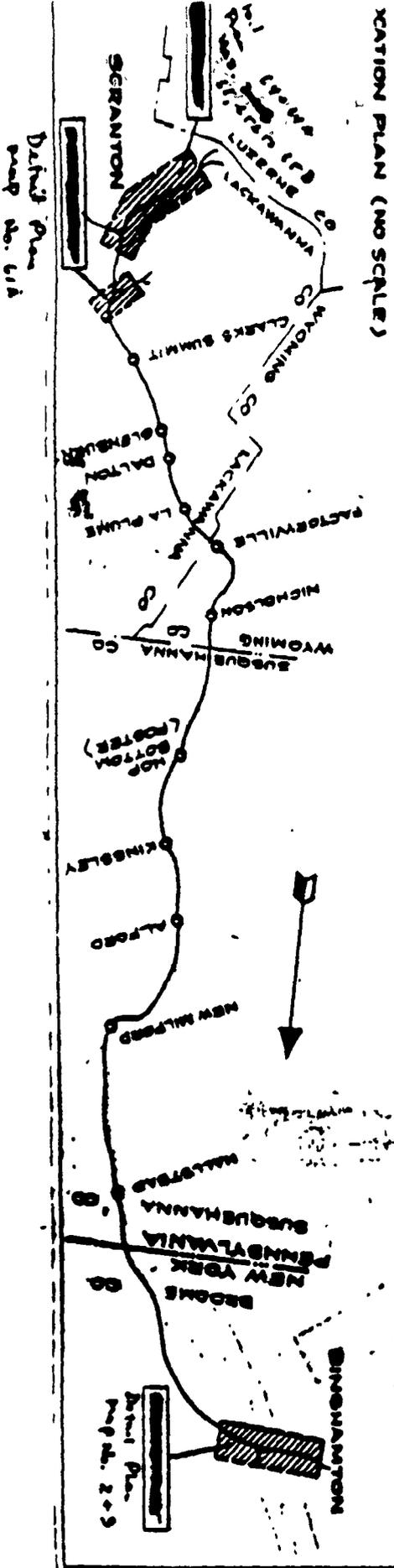
Borough of TAYLOR  
 LeHIGH County  
 Pennsylvania

Detail Plan  
 N.T. 70 Scale

Borough of Taylor  
 City of Scranton

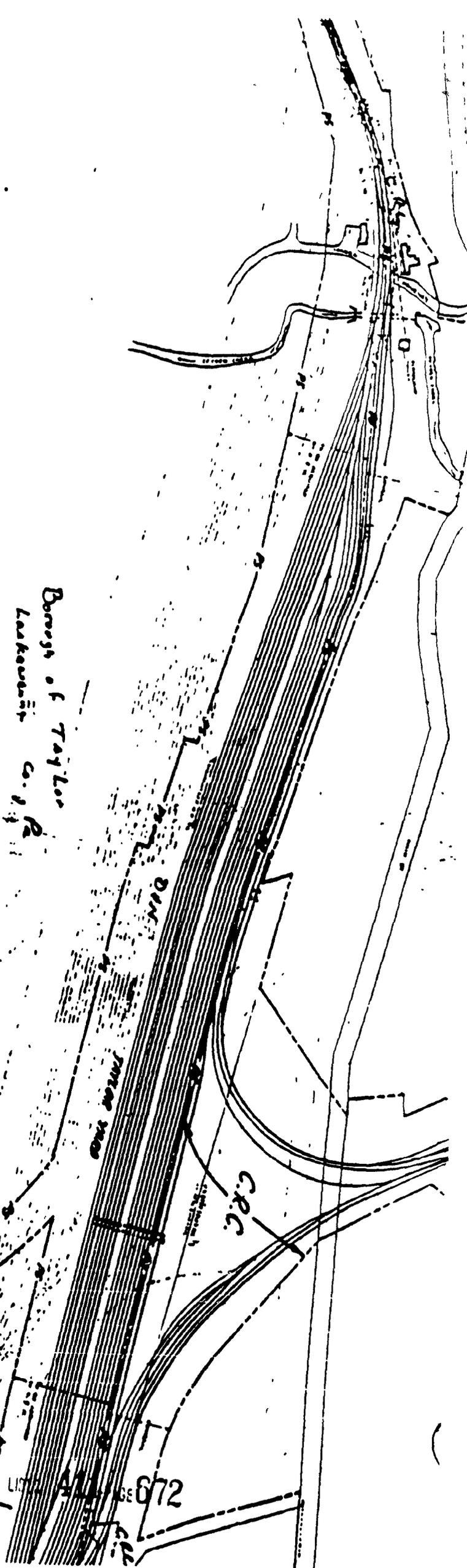
Proposed Line

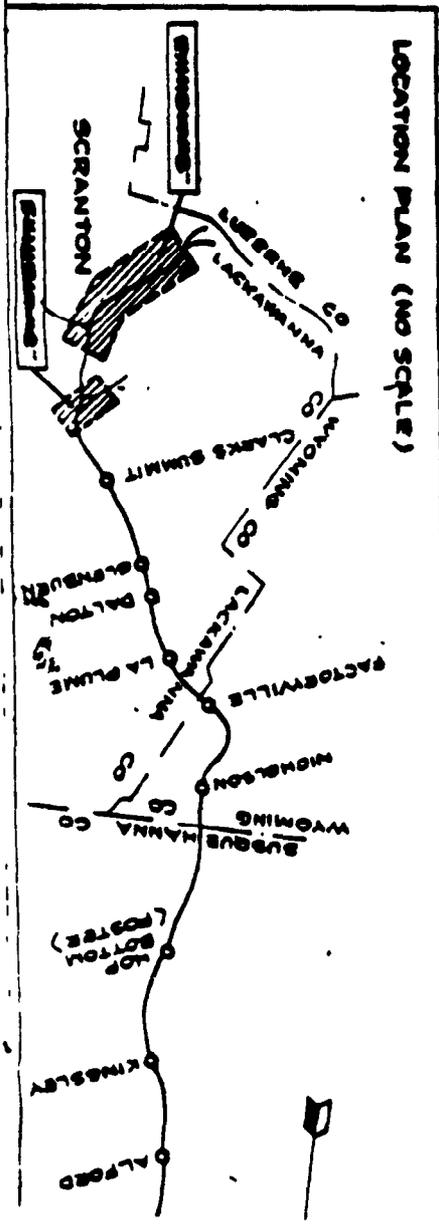
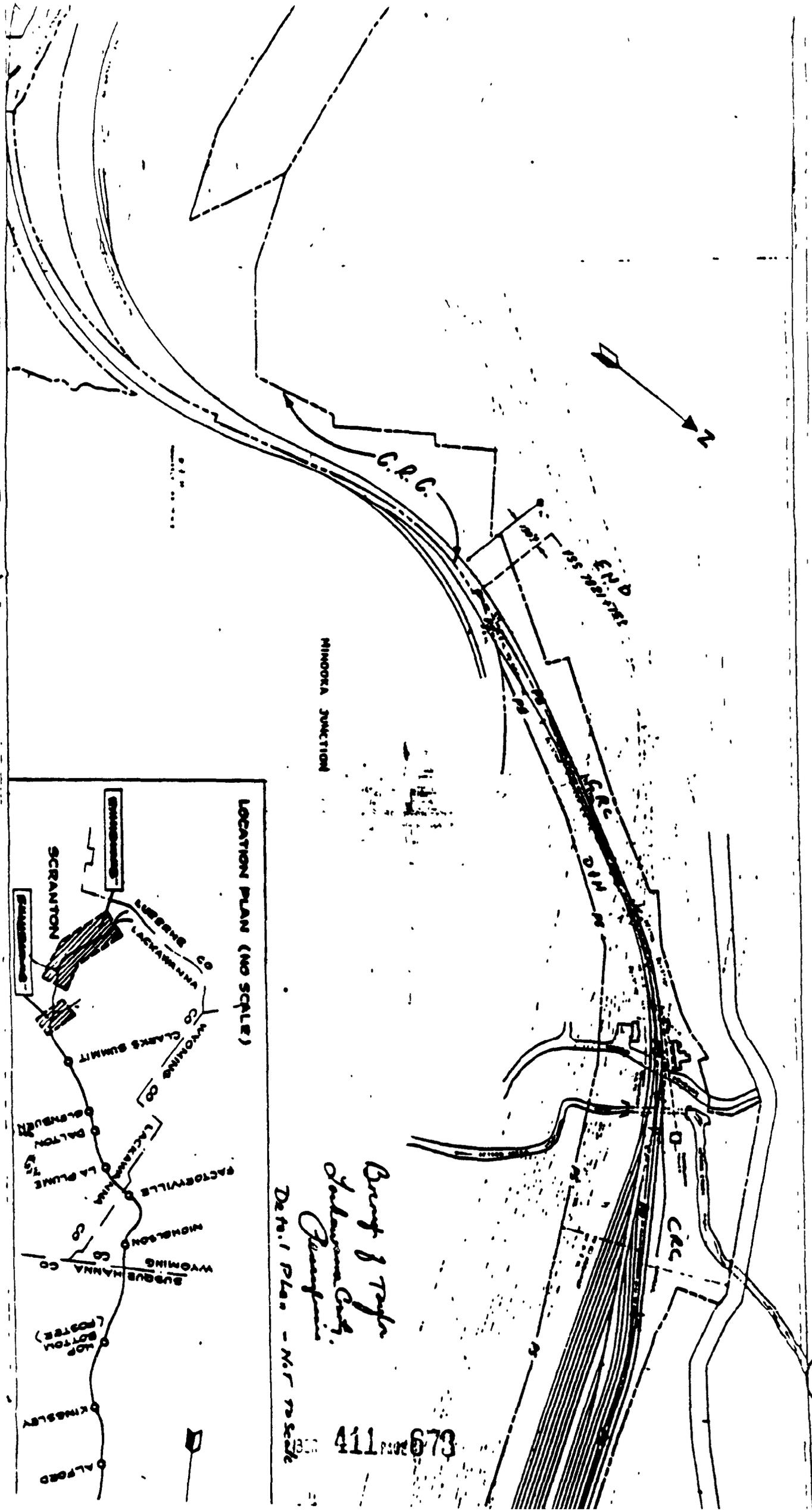
411 PAGE 671  
 City of  
 Scranton  
 Pa.



Borough of Taylor  
Lackawanna Co. Pa.

DETAIL PLANS  
NO. 10 SCALE





*Brant J Taylor*  
*Johnston City,*  
*Pennsylvania*

Det. 1 Plan. - N. R. scale

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Situate in the County of Susquehanna, State of Pennsylvania, and being the Erie Lackawanna Railway Company's line of railroad known as the Jefferson Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Jefferson Junction, connecting to another line of railroad known as The Delaware & Hudson Railway, and terminates in the County near Lanesboro at a connection to the Main Line of the former Erie.

The line of railroad described herein is identified as Line Code 6356 in the records of the United States Railway Association.

Excepting therefrom the following property:

Situate in the County of Susquehanna, Commonwealth of Pennsylvania, and being part of the Erie Lackawanna Railway Company's line of railroad which is known as the Jefferson Branch and is described herein and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially westerly of the following described lateral cut line:

Being a line which begins at an angle point in the railroad property line at Station 10019+20, more or less, and which is the intersection of the northerly right-of-way line of the Jefferson Branch and the easterly right-of-way line of former Erie Railroad Main Line; thence, extending on a bearing of South 0°30' West a distance of 270 feet, more or less, to angle point in right-of-way of said Main Line; thence, extending on a bearing of South 3°41' West a distance of 210 feet, more or less, to angle point in the railroad property line, as shown on Railroad Valuation Map No. V-2 Pa.-4, as revised to August 29, 1958.

The part of the line of railroad described herein begins at the lateral cut line in Lanesboro and extends to the end of the line near its connection to the Erie Main Line in Lanesboro.

The lateral cut line is identified as Line Code 6356-1.7 in the records of the United States Railway Association.

Situate in the County of Columbia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Danville Secondary Track and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near the south bank of the Susquehanna River in Franklin passes through East Bloomsburg, and leaves the County east of Creasy.

The line of railroad described herein is identified as Line Code 1329 in the records of the United States Railway Association.

Excepting therefrom the following property:

All that parcel of land located at Catawissa, situate in the County of Columbia, and Commonwealth of Pennsylvania, being designated Parcel No. PAG 200 29-6 on Railroad Valuation Map No. 500-8011-2-1-4, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies northwesterly and southwesterly of the following described lines:

Beginning at a point in a northeasterly line of land of others, distant 38 feet, measured northwestwardly and radially from the centerline of the main railroad track, as it was located on November 14, 1975, of said Penn Central Transportation Company, at a point therein distant 275 feet, more or less, measured northeastwardly along said centerline of the main railroad track of said Penn Central Transportation Company, from a point in the northwesterly prolongation of the northeasterly line of Main Street;

Thence, extending northwardly and parallel to said centerline of the main railroad track of said Penn Central Transportation Company, 1260 feet, more or less, to a point in the southeasterly prolongation of a southwesterly line of the land of others; thence, in a northwesterly direction along said prolongation, 20 feet, more or less, to an angle point of the land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-20.

Situate in the County of Luzerne, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Danville Secondary Track-Buttonwood Secondary Track and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County west of Broad Street in Nescopeck, passes through Nanticoke, and terminates in the County at the connection with the Lehigh Valley Railroad near Northampton Street in Wilkes-Barre.

The line of railroad described herein is identified as Line Code 1329 in the records of the United States Railway Association.

Excepting therefrom the following property:

All that parcel of land situate in the Township of Nescopeck, County of Luzerne and Commonwealth of Pennsylvania being -- designated Parcel No. PA G200 33-4 on Railroad Valuation Map No. 500-8011-2-17-4, as revised to December 31, 1962, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies southeasterly of the following described line:

Beginning at a point on southerly line of Hazelton Turnpike (3rd Street) distant 90 feet measured southeastwardly and at right angles from the original centerline of Railroad right-of-way:

Thence, extending in a southwesterly direction parallel to and concentric with said centerline 680 feet, more or less, to a point at a corner of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-36.0-37.0.

Further excepting therefrom the following property:

All of that parcel of land situate in the Borough of Nescopeck, the Township of Nescopeck, the County of Luzerne, and the Commonwealth of Pennsylvania, being designated Parcel No. PA G200 53-6 on Railroad Valuation Map Nos. 500-8011-2-17-4, as revised to December 31, 1962, and 500-8011-2-18-4, as revised to December 31, 1959, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies northwesterly of the following described line:

Beginning at a point distant 42 feet, measured northwesterly and radially from the centerline of the near track of said Transportation Company, as it was located on December 16, 1975, at a point therein distant 935 feet, more or less, measured northeasterly from the centerline of Hazelton Turnpike (3rd Street);

Thence, extending in a northeasterly direction and parallel and concentric to said centerline of track 5305 feet, more or less, to an angle point in the railroad property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-36.0/37.0.

Further excepting therefrom the following property:

All that parcel of land situate in the Township of Newport, County of Luzerne, and Commonwealth of Pennsylvania being designated Parcel No. PAG 200 45-9 on Railroad Valuation Map Nos. 500-8011-0-36-4, as revised to December 31, 1965, and 500-8035-2-35-4, as revised to December 31, 1965, and being all of the land of the Penn Central Transportation Company, as shown on the Map which lies northeasterly and northwesterly of the following described lines;

Beginning at a point on the northeasterly line of land of said transportation company distant 65 feet measured northeastwardly and radially from the centerline of the northeasternmost track of the railroad of said transportation company, as it was located on December 19, 1975, at a point therein distant 80 feet, more or less, measured northwestwardly along said centerline of track from another point therein opposite said transportation company's Milepost 8/55, said beginning point also being on or near a retaining wall;

Thence, southwestwardly, radially to said centerline of track 32 feet, more or less, to a point 33 feet distant measured northeastwardly and radially from said centerline of track; thence, northwestwardly, parallel with said centerline of track, 6530 feet, more or less, to a point opposite a point in said centerline of track distant 1265 feet measured southwestwardly along said centerline of track from another point therein opposite said transportation company's Milepost 9/54; thence, northwestwardly, radially from said centerline of track, 5 feet, more or less, to a point on the southeasterly line of the north branch of the Susquehanna River, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line code 1329-53.0.

Further excepting therefrom the following property:

All that parcel of land situate in the Townships of Newport and Hanover, County of Luzerne and Commonwealth of Pennsylvania, being designated Parcel No. PAG 200 44-7 on Railroad Valuation Map Nos. 500-8071-2-34, as revised to December 31, 1961, 500-8035-2-35-4, as revised to December 31, 1965, and 500-8011-0-36-4 as revised to December 31, 1965, respectively, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies easterly, southeasterly, easterly, southeasterly, westerly, southwesterly and northwesterly of the following described lines:

Beginning at a point distant 33 feet southeasterly and at right angles from the centerline of the southernmost track of said Railroad Company, as it was located on December 16, 1975, a point therein distant 1200 feet, more or less, measured eastwardly and northeastwardly along said centerline from another point therein opposite said Railroad Company's Mile Post 10/53;

Thence, northeastwardly and parallel and concentric to said centerline of the southernmost track, as shown on Map Nos. 500-8071-2-34-4, 500-8035-2-35-4, and 500-8011-0-36-4, 10,950 feet, more or less, to an angle point in the railroad property line;

Thence, southwestwardly 20 feet, more or less, to a point in the line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-53.0-55.0.

Further excepting therefrom the following property:

All that parcel of land situate in Township of Hanover, County of Luzerne, and Commonwealth of Pennsylvania, being designated Parcel No. PA G200 47-4 on Railroad Valuation Map No. 500-8011-2-37-4, as revised to December 31, 1964, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies northeasterly of the following described line:

Beginning at a point 30 feet distant measured northeasterly and at right angles from the monumented baseline at a point distant 30 feet, more or less, measured southeastwardly and at right angles from the centerline of Bridge 55.56 (224);

Thence, extending southeastwardly and parallel with said baseline 520 feet, more or less, to an angle point in the railroad's northeasterly property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-56.0.

Further excepting therefrom the following property:

All that parcel of land located at Buttonwood, situate in the Township of Hanover, County of Luzerne, Commonwealth of Pennsylvania, being designated as Parcel No. PAG 200 55-1 on Railroad Valuation Map No. 500-8011-2-41-4, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, lying southeasterly of the following described line:

Beginning at a point distant 15 feet southwardly, at right angles from the centerline of the nearest main track of the Railroad of said Transportation Company, as it was located on December 16, 1975, at a point therein distant 1990 feet, measured westwardly along said centerline from another point therein opposite said Transportation Company's Milepost 3/60;

Thence, westwardly and parallel to the centerline of nearest main track of the Railroad of said Transportation Company, 600 feet, more or less, to a point on a line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-60.

Further excepting therefrom the following property:

Situate in the County of Luzerne, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line or railroad which is known as the Danville Secondary Track-Buttonwood Secondary Track, and is described herein, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially easterly of the following described lateral cut line:

Being the easterly line of the Ferry Road Crossing, at Station 3171+90, more or less, as shown on Railroad Valuation Map No. 500-8011-2-41-4 as revised to December 31, 1966.

The part of the line of railroad described herein begins at the lateral cut line near Wilkes-Barre, in Hanover Township, and extends to the end of the line near Northampton Street in Wilkes-Barre.

The lateral cut line is identified as Line Code 1329-60.5 in the records of the United States Railway Association.

Further excepting therefrom the following property:

All that parcel of land situate in the City of Wilkes-Barre, County of Luzerne, Commonwealth of Pennsylvania, being designated Parcel No. PA G200 51-2 on Railroad Valuation Map No. 500-8011-2-42-4, as revised to December 31, 1967, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies northeasterly of Division Street, southeasterly of Carey (Old River Road) Avenue, and northerly of the following described line:

Beginning at a point on the northeasterly line of Division Street, distant 55 feet, measured northwestwardly and radially from the centerline of the main track of said Transportation Company, as it was located on December 16, 1975;

Thence, extending northeastwardly and parallel and concentric with said centerline 680 feet, more or less, to the southwesterly line of an unknown Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-61.0.

Further excepting therefrom the following property:

Situate in the County of Luzerne, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Glen Lyon Branch and is described herein, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially southwesterly of the following described lateral cut line:

Being the southwesterly right-of-way line of the Wilkes Barre Division, as shown on Railroad Valuation Map No. 500-8011-22-1-4 as revised to December 31, 1965.

The part of the line of railroad described herein begins at the lateral cut line near Honey Pot in Nanticoke and terminates in the County near Depot Street in Glen Lyon.

The lateral cut line is identified as Line Code 1353-0.0 in the records of the United States Railway Association.

Further excepting therefrom the following property:

Situate in the County of Luzerne, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Nanticoke Branch and is described herein, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially southwesterly of the following described lateral cut line:

Being a line which begins at Station 2943 + 20, more or less, at a point on the southwesterly line of right-of-way of the Wilkes Barre Division of the Penn Central Transportation Company, and 75 feet southwesterly at right angles from the centerline of northernmost track; thence, southeastwardly, a distance of 260 feet, more or less, to a point at Station 2945 + 80, more or less, and 50 feet southwesterly at right angles from said centerline; thence, southeastwardly parallel to said centerline, a distance of 450 feet, more or less, to a point at Station 2950 + 10, more or less, as shown on Railroad Valuation Map No. 500-8011-23-1-4, as revised to December 31, 1965.

The part of the line of railroad described herein begins at the lateral cut line near Broadway in Nanticoke and terminates in the County line near Loomis in West Nanticoke.

The lateral cut line is identified as Line Code 1354-0.0 in the records of the United States Railway Association.

Situate in the County of Montour, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Danville Secondary Track and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near Little Roaring Creek in Maysberry and leaves the County near Roaring Creek in Maysberry.

The line of railroad described herein is identified as Line Code 1329 in the records of the United States Railway Association.

Situate in the County of Northumberland, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Danville Secondary Track, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Shikallamy Avenue, in Sunbury, connecting to another line of railroad known as the Harrisburg-Buffalo Main Line, passes through South Danville, and leaves the County near Little Roaring Creek in Rush.

The line of railroad described herein is identified as Line Code 1329 in the records of the United States Railway Association.

Situate in the County of Northumberland, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Wilkes-Barre Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Shikallamy Avenue, in Sunbury, connecting to another line of railroad known as the Harrisburg-Buffalo Main Line, crosses and then terminates at a connection in Danville Secondary Track, in Upper Augusta.

The line of railroad described herein is identified as Line Code 1330 in the records of the United States Railway Association.

Excepting therefrom the following property:

All that parcel of land situate in the Township of Upper Augusta, County of Northumberland, Commonwealth of Pennsylvania, being designated Parcel No. PAG 100 08-9 on Railroad Valuation Map No. 500-8011-1-1-4, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies southeasterly of the following described line:

Beginning at a point in the centerline of Shikellimy Avenue of State Highway Route 49047, 50 feet, measured southwardly and radially from the centerline of the track where the track crosses Bridge No. 0.42(165B);

Thence, extending northeastwardly 265 feet, more or less, distant to a point 10 feet, more or less, measured southwardly and radially from the centerline of said track, on the line of land of others, being the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-0.0.

Further excepting therefrom the following property:

All that parcel of land situate in the Township of Upper Augusta, County of Northumberland, Commonwealth of Pennsylvania, being designated Parcel No. PAG 100 10-3 on Railroad Valuation Map No. 500-8011-1-1-4, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies easterly and northwesterly of the following described lines:

Beginning at a point in the southerly line of Front Street of State Highway Route 122 under Bridge No 286.36, 15 feet measured eastwardly and radially from the westerly track, as it was located November 12, 1975;

Thence, extending southwardly 270 feet, more or less, to a point, 30 feet measured northwardly and radially from the original centerline of the Wilkes-Barre Branch of the Railroad;

Thence, extending northeastwardly and parallel to the original centerline of the Wilkes-Barre Branch 230 feet, more or less, to the line of land of others, being the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-0.0.

Further excepting therefrom the following property:

Situate in the County of Northumberland, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Danville Secondary Track and is described herein, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially westerly of the following described lateral cut line:

Being the easterly property line of the Penn Central Harrisburg-Buffalo Main Line, which begins on the southerly line of a road at a point which is 30 feet easterly at right angles to the centerline of near main track, as it was located on December 30, 1975; thence, extending southwardly parallel to said centerline a distance of 200 feet to a point; thence, extending on a bearing of South 25° 41' East a distance of 540 feet, more or less, to a point on the southerly property line of the Wilkes-Barre Freight Connection (Wilkes-Barre Secondary), which is 60 feet westwardly and radially from the centerline of near track; thence, extending northwestwardly parallel to said centerline a distance of 200 feet, more or less, to a point which is 60 feet eastwardly and radially from the centerline of near track; thence, extending southwardly along the right-of-way line of the Harrisburg-Buffalo Main Line, to a point on the line dividing the Borough of Sunbury and the Township of Upper Augusta, as shown on Railroad Valuation Map No. 500-8011-1-1-4, as revised to December 31, 1966.

The part of the line of railroad described herein begins at the lateral cut line in Sunbury-"Kase" and extends to the end of the line at connection to the Penn Central Harrisburg-Buffalo Main Line.

The lateral cut line is identified as Line Code 1329-0.0 in the records of the United States Railway Association.

Further excepting therefrom the following property:

All that parcel of land situate in the Township of Upper Augusta, County of Northumberland, and Commonwealth of Pennsylvania, designated as Parcel No. PA G100 11-5 on Railroad Valuation Map No. 500-8011-1-3-4, as revised to December 31, 1958, and being all the land of the Penn Central Transportation Company, as shown on the Map, lying southerly of the following described line:

Beginning at a point in the line of land of others, distant 45 feet, southeastwardly and radially from a point in the centerline of the main track of the Railroad of said Transportation Company, as it was located on December 16, 1975, said point being measured along said centerline, northeastwardly, 1060 feet, more or less, from a point on said centerline opposite Milepost 42/2 of said Transportation Company;

Thence, eastwardly and parallel with said centerline, 3620 feet, more or less, to a point on the line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-2.

Further excepting therefrom the following property:

All that parcel of land in the Township of Upper Augusta, County of Northumberland, Commonwealth of Pennsylvania, being designated Parcel No. PA G100 13-9 on Railroad Valuation Map No. 500-8011-1-4-4, as revised to December 31, 1958, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies southerly of the following described line:

Beginning at a point distant 45 feet measured southerly and at right angles from the centerline of said railroad, as it was located on November 12, 1975, at a point therein distant 70 feet, more or less, measured westwardly along said centerline from another point opposite said Railroad Company's Milepost 41/3;

Thence, eastwardly parallel to said centerline 1450 feet, to the line of the land of others, the place of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-3.0.

Further excepting therefrom the following property:

All that parcel of land situate in the Township of Rush, the County of Northumberland and the Commonwealth of Pennsylvania, being designated Parcel No. PA G100 14-2 on Railroad Valuation Map Nos. 500-8011-1-6-4, as revised to December 31, 1958, and 500-8011-1-7-4, as revised to December 31, 1941, and being all the land of the Penn Central Transportation Company as shown on the Map, lying northerly (Part I) and southerly and westerly (Part II) of the following described lines:

**Part I:** Beginning at a point on the line of land of others distant 33 feet, measured northwestwardly and radially, from the centerline of the track of the railroad, as it was located on December 6, 1975, at a point therein distant 3050 feet, more or less, measured northeastwardly along said centerline from another point therein at the centerline of Bridge No. 5.06 (167);

Thence, northeastwardly parallel and concentric with said railroad centerline, 4220 feet, to a point in the southerly bank of the North Branch of the Susquehanna River, the point of ending of Part I.

**Part II:** Beginning at a point distant 33 feet, measured southeastwardly and radially, from the centerline of the track of the railroad, as it was located on December 6, 1975, at a point therein distant 1790 feet, more or less, northeastwardly along said centerline from another point therein at the centerline of Bridge No. 5.06 (167);

Thence, northeastwardly parallel with said railroad centerline, 5540 feet, to a point; thence, South  $2^{\circ}$ , 11' West, 20 feet, more or less, to a point on the line of land of others, the point of ending of Part II.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1329-6.

Further excepting therefrom the following property:

Situate in the County of Northumberland, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Wilkes-Barre Freight Connection (Wilkes-Barre Secondary) and is described herein, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially westerly of the following described lateral cut line:

Being the easterly property line of the Penn Central Harrisburg-Buffalo Main Line, which begins on the southerly line of a road at a point which is 30 feet easterly at right angles to the centerline of near main track as it was located on December 31, 1975; thence, extending southwardly parallel to said centerline a distance of 200 feet to a point; thence, extending on a bearing of South 25° 41' East a distance of 540 feet, more or less, to a point on the southerly property line of the Wilkes-Barre Freight Connection (Wilkes-Barre Secondary), which is 60 feet westwardly and radially from the centerline of near track; thence, extending northwestwardly parallel to said centerline a distance of 200 feet, more or less, to a point which is 60 feet eastwardly and radially from the centerline of near track; thence, extending southwardly along the right-of-way line of the Harrisburg-Buffalo Main Line, to a point on the line dividing the Borough of Sunburg and the Township of Upper Augusta, as shown on Railroad Valuation Map No. 500-8011-1-1-4, as revised to December 31, 1966.

The part of the line of railroad described herein begins at the lateral cut line in Sunbury-Kase and extends to the end of the line at a connection to the Penn Central Harrisburg-Buffalo Main Line.

The lateral cut line is identified as Line Code 1330-0.1 in the records of the United States Railway Association.

And further excepting therefrom all properties previously conveyed.

EXCEPTING AND RESERVING to the Grantor, the following parcels:

**CARBONDALE, PA**

All the property of the Grantor located in the City of Carbondale and Township of Fell, Lackawanna County, PA, as shown by hachure on the attached Valuation Maps labeled as Exhibit "AA", Sheets 1 through 3 of 3.

**ONEONTA, NY**

All that parcel of land located in the City of Oneonta, County of Otsego and State of New York, being all the land of the Grantor, as shown by hachure on the attached Valuation Map labeled as Exhibit "BB", which lies generally northerly

of the following described line:

Beginning at a point in the westerly line of former Fonda Avenue distant northerly two hundred (200) feet measured at right angles from the center line of the South Bound Main Line Track of the Grantor, thence running easterly parallel with said center line of Track and distant northerly two hundred (200) feet measured at right angles therefrom one hundred ten (110) feet, or thereabouts, to a point; thence running northeasterly along the extension southwesterly of a line connecting a point distant northwesterly thirty (30) feet measured at right angles from the southwest corner of the paint shop building of the Grantor and a point distant northwesterly thirty (30) feet measured at right angles from a point in the center line of the most northwesterly paint storage track of the Grantor distant northeasterly one hundred (100) feet measured along said center line from the northeasterly end of the concrete platform northeasterly of said paint shop building, a distance of one thousand one hundred twenty-seven (1,127) feet, or thereabouts, to a point; thence southeasterly at right angles from said last mentioned course two hundred seventy-six (276) feet, or thereabouts, to a point in the northerly line of the access roadway of the Grantor; thence in an easterly and southeasterly direction along said line of roadway nine hundred fifty (950) feet, or thereabouts, to a point in the extension westerly of the northerly line of land of the Grantor and thence easterly along said last mentioned extension two hundred fifty-five (255) feet, or thereabouts, to a point in said line of land of the Grantor.

This exception and reservation shall not preclude nor prevent the right in the Grantee, its successors and assigns, to use said former Fonda Avenue across the westerly portion of said parcel of land for ingress and egress to and from Chestnut Street to the property conveyed by this Indenture.

#### COLONIE, NY

All that parcel of land located in the Town of Colonie, County of Albany and State of New York, being all the land of the Grantor, as shown by hechure on the attached Valuation Map labeled as Exhibit "CC", which lies generally southeasterly of the following described line:

Beginning at a point in the southwesterly line of land of the Grantor within Spring or First Street which point is distant southeasterly one hundred fifty (150) feet measured at right angles from the common property line between land of the Grantor and land of The Albany and Vermont Railroad Company; thence running in a northeasterly direction parallel with said common property line and distant northeasterly one hundred fifty (150) feet measured at right angles therefrom, three thousand eight hundred eighty-two (3,882) feet, or thereabouts, to a point in the southwesterly line of former State Route 155.

MECHANICVILLE, NY

All that parcel of land located in the City of Mechanicville and Towns of Halfmoon and Stillwater, County of Saratoga and State of New York, being all the land of the Grantor, as shown by hachure on the attached Valuation Maps labeled Exhibit 'DD', Sheets 1 and 2 of 2, which lies generally northeasterly of the following described line:

Beginning at a point in the northeasterly line of land of the Grantor at the northwesterly line of Sheehan Street in the City of Mechanicville, County of Saratoga, and running thence in a generally northwesterly and westerly direction through the City of Mechanicville and Town of Halfmoon, a distance of seven thousand three hundred fifty (7,350) feet, or thereabouts, along the northeasterly lines of lands described in the following deeds as acquired by the Rensselaer and Saratoga Rail Road Company; from Nicholas Roosevelt dated August 6, 1834, and recorded in the Saratoga County Clerks Office in Book Y of Deeds at Page 496; from Nicholas B. Doe et ux, dated January 3, 1854, and recorded in said office in Book 67 of Deeds at Page 186; from John Bradshaw dated December 9, 1833, and recorded in said office in Book 311 of Deeds at Page 464, and from James Devoe dated November 9, 1833, which deed is not recorded.

WHITEHALL, NY

All those five (5) parcels of land located in the Town of Whitehall and Village of Whitehall, County of Washington and State of New York, being all the lands of the Grantor, as shown by hachure on the attached Valuation Maps labeled Exhibit "EE", Sheets 1 through 4 of 4, as follows:

**FIRST PARCEL:** All the land in the Town of Whitehall, County of Washington comprising a portion of the former Champlain Canal lying northerly and northeasterly of the most southeasterly line of the land acquired by The Delaware and Hudson Company from The Northern New York Development Company by Parcel No. 173 in deed dated March 20, 1922, and recorded in the Washington County Clerks Office in Book 180 of Deeds at Page 7 and lying southerly of a line formed by the extension westerly of the most southerly line of land acquired by The Delaware and Hudson Railroad Corporation by deed dated March 31, 1932, from Murray Brown et al, and recorded in said office in Book 159 of Deeds at Page 205.

**SECOND PARCEL:** All the land in the Town of Whitehall, County of Washington lying westerly of New York State Route 4, comprising Parcel No. 188 in deed dated March 20, 1922, from The Northern New York Development Company to The Delaware and Hudson Company and recorded in the Washington County Clerks Office in Book 180 of Deeds at Page 7.

THIRD PARCEL: All the land in the Village of Whitehall, County of Washington which lies westerly of a line described as follows: Beginning at a point distant westerly fifty (50) feet measured at right angles from the center line of the South Bound Main Line Track of the Grantor in the extension easterly of the northerly line of a parcel of land conveyed by The Delaware and Hudson Railroad Corporation to Whitehall Lanes, Inc. by deed dated October 20, 1964, and running thence northerly parallel with said center line of track and distant westerly fifty (50) feet measured at right angles and radially therefrom two thousand nine hundred forty (2,940) feet, or thereabouts, to the northerly line of New York State Route 4.

This exception and reservation shall not preclude nor prevent the right in the Grantee, its successors and assigns, to use the existing access roadway across the northerly portion of said parcel of land for ingress and egress to and from New York State Route 4 to the property conveyed by this Indenture.

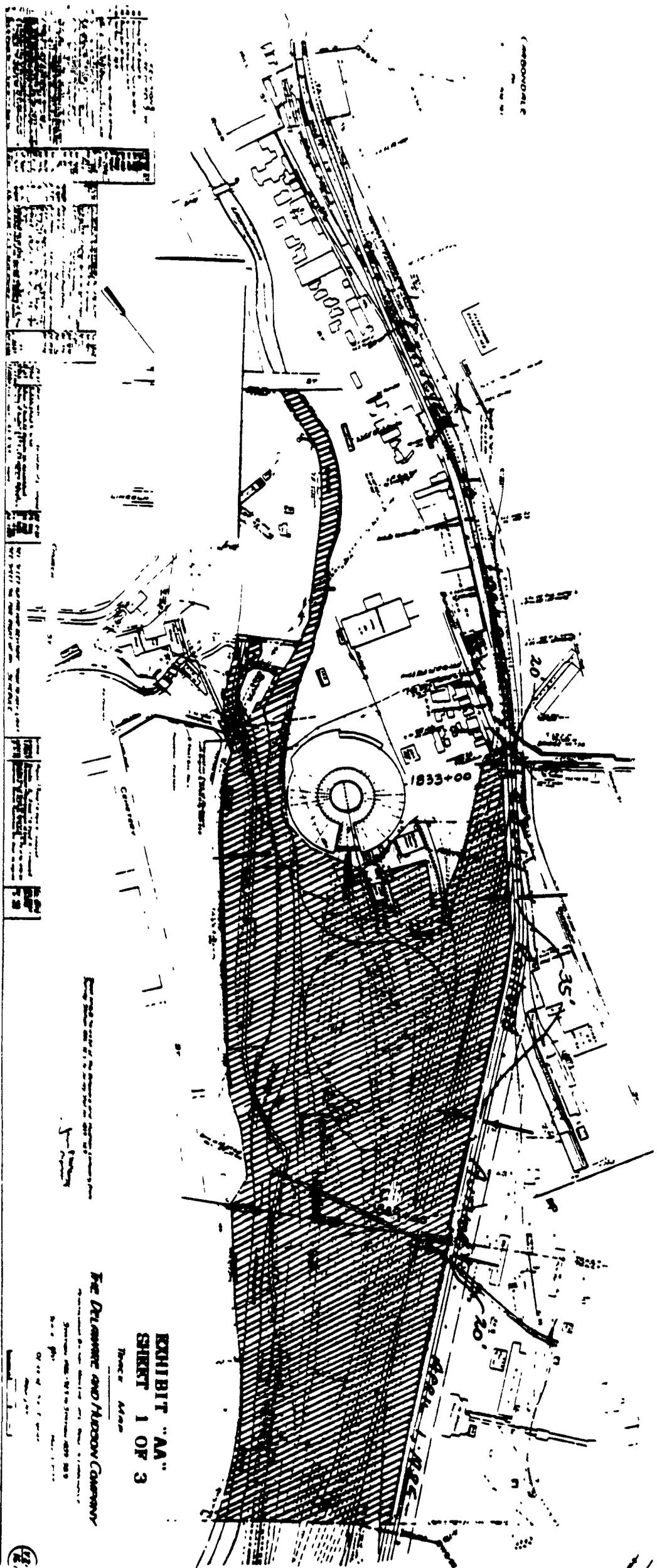
FOURTH PARCEL: All of the land in the Village of Whitehall, County of Washington which lies easterly and southeasterly of a line described as follows: Beginning at a point distant easterly fifty (50) feet measured at right angles from the center line of the former Running Track of the Grantor at chaining station 4065+80 on the D&H Rwy Co. s valuation map and running thence in a generally northerly and northeasterly direction parallel with said center line and distant easterly fifty (50) feet measured at right angles and radially therefrom and continuing parallel with the center line of the south leg of the wye track of the Rutland Branch and distant easterly and southeasterly fifty (50) feet measured at right angles and radially therefrom two thousand three hundred fifty (2,350) feet, or thereabouts, to the "Red Line" of the former Champlain Canal.

FIFTH PARCEL: All of the land in the Village of Whitehall, County of Washington which lies easterly and northeasterly of a line described as follows: Beginning at a point in the "Red Line" of the former Champlain Canal distant northeasterly fifty (50) feet measured radially from the center line of the north leg of the wye track of the Rutland Branch and running thence in a generally northwesterly direction parallel with said last mentioned center line and distant northeasterly fifty (50) feet measured radially therefrom four hundred sixty-five (465) feet, or thereabouts, to the northerly line of New York State Route 4.

ROUSES POINT, NY

All that parcel of land located in the Town of Champlain and Village of Rouses Point, County of Clinton and State of New York, being all the land of the Grantor, as shown by hachure on the attached Valuation Maps labeled Exhibit "FF" which lies generally northwesterly of the following described line:

Beginning at a point in the northerly line of former New York State Route 11 in the Town of Champlain, County of Clinton and the northwesterly line of land acquired by the New York and Canada Rail Road Company from Caroline Mott et al by deed dated April 1, 1876, and recorded in the Clinton County Clerks Office in Book 69 of Deeds at Page 980 and running thence in a generally northeasterly direction a distance of three thousand seven hundred fifty-four (3,754) feet, or thereabouts, to the southerly line of Chapman Street along the northwesterly lines of lands described in the following deeds as acquired by New York and Canada Rail Road Company: from Caroline Mott et al dated April 1, 1876, and recorded in said office in Book 69 of Deeds at Page 980; from Rufus Heaton dated April 1, 1876, (both first and second parcels) and recorded in said office in Book 69 of Deeds at Page 745; from Rufus Heaton dated April 1, 1876, (first parcel only) and recorded in said office in Book 69 of Deeds at Page 748; from Patrick H. Myers et al dated April 1, 1876, and recorded in said office in Book 69 of Deeds at Page 870; from Mary Mandigo et al dated April 1, 1876, and recorded in said office in Book 69 of Deeds at Page 898; from Olive E. Slingby et al dated April 1, 1876, and recorded in said office in Book 69 of Deeds at Page 741, and from David White dated July 13, 1878, (first parcel only) and recorded in said office in Book 71 of Deeds at Page 874.



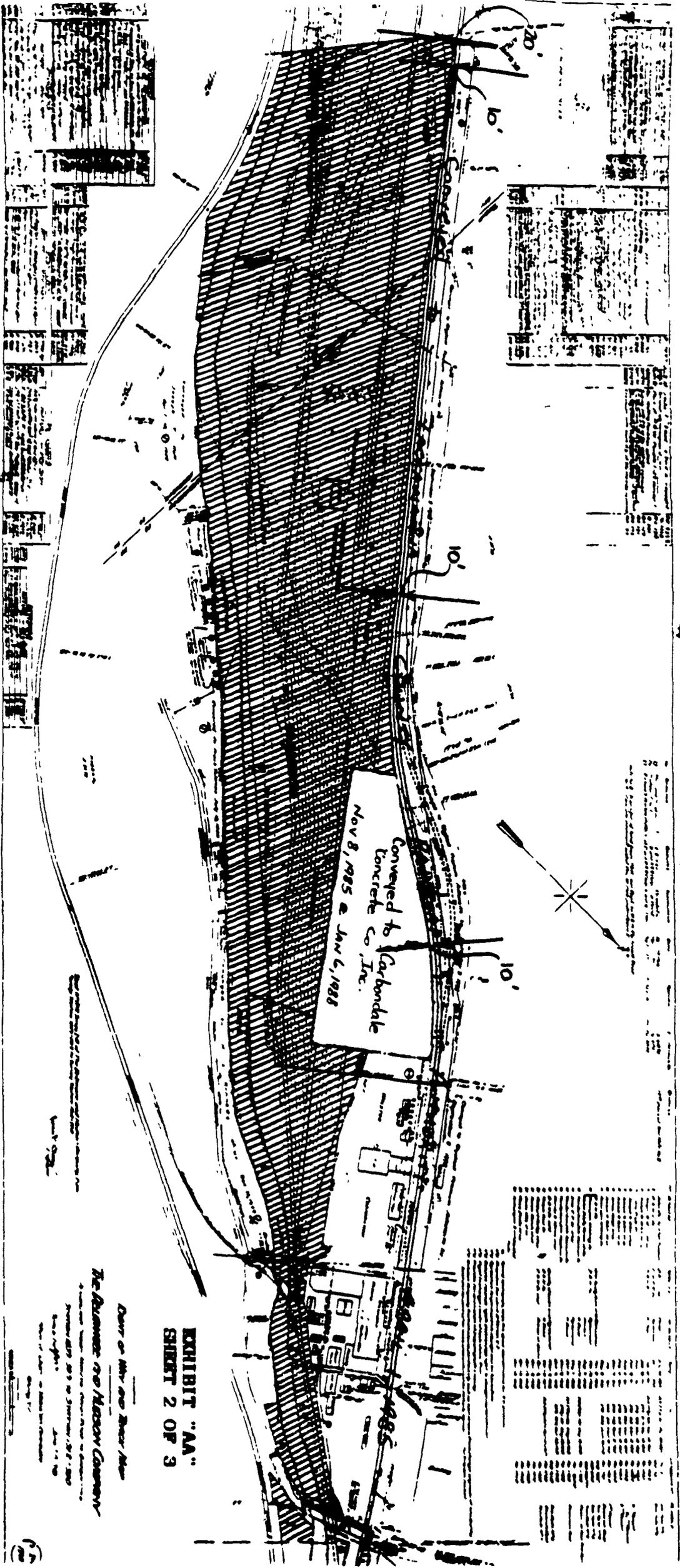
**EXHIBIT "AA"**  
**SHEET 1 OF 3**

*Thence Map*

**The Delaware and Hudson Company**

Division of the Delaware and Hudson Company  
 100 North Street  
 New York, N. Y. 10038  
 212-512-1000





Conveyed to Carbondale  
Concrete Co., Inc.  
Nov 8, 1985 & Jan 6, 1988

**EXHIBIT "AA"**  
**SHEET 2 OF 3**

*Drawn by Mr. and Mrs. M. W. ...*  
*The ... of ...*  
*...*

End of sale to  
Lacawanna County  
Railroad Authority

W.C. TOWER  
1917+00

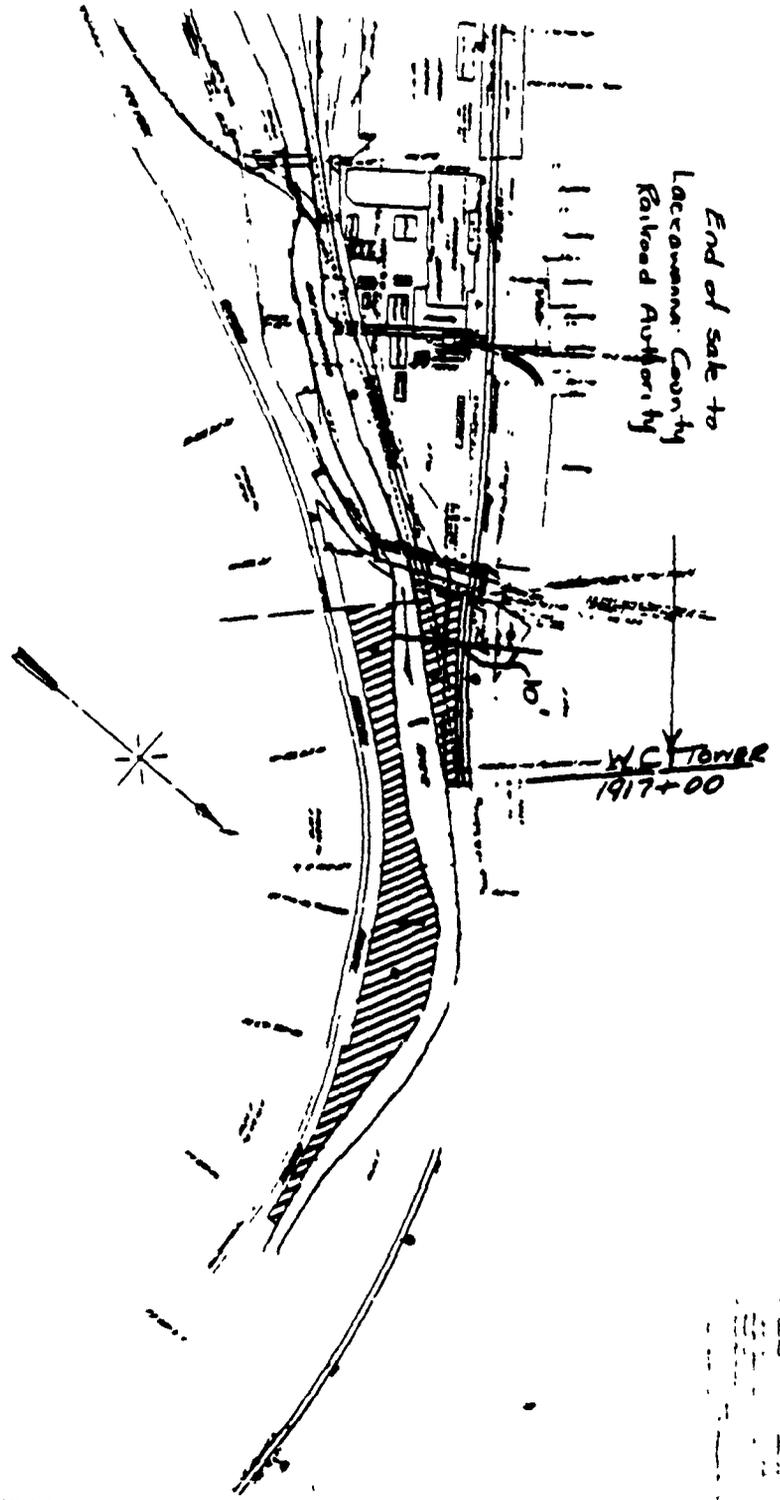


EXHIBIT "AA"  
SHEET 3 OF 3

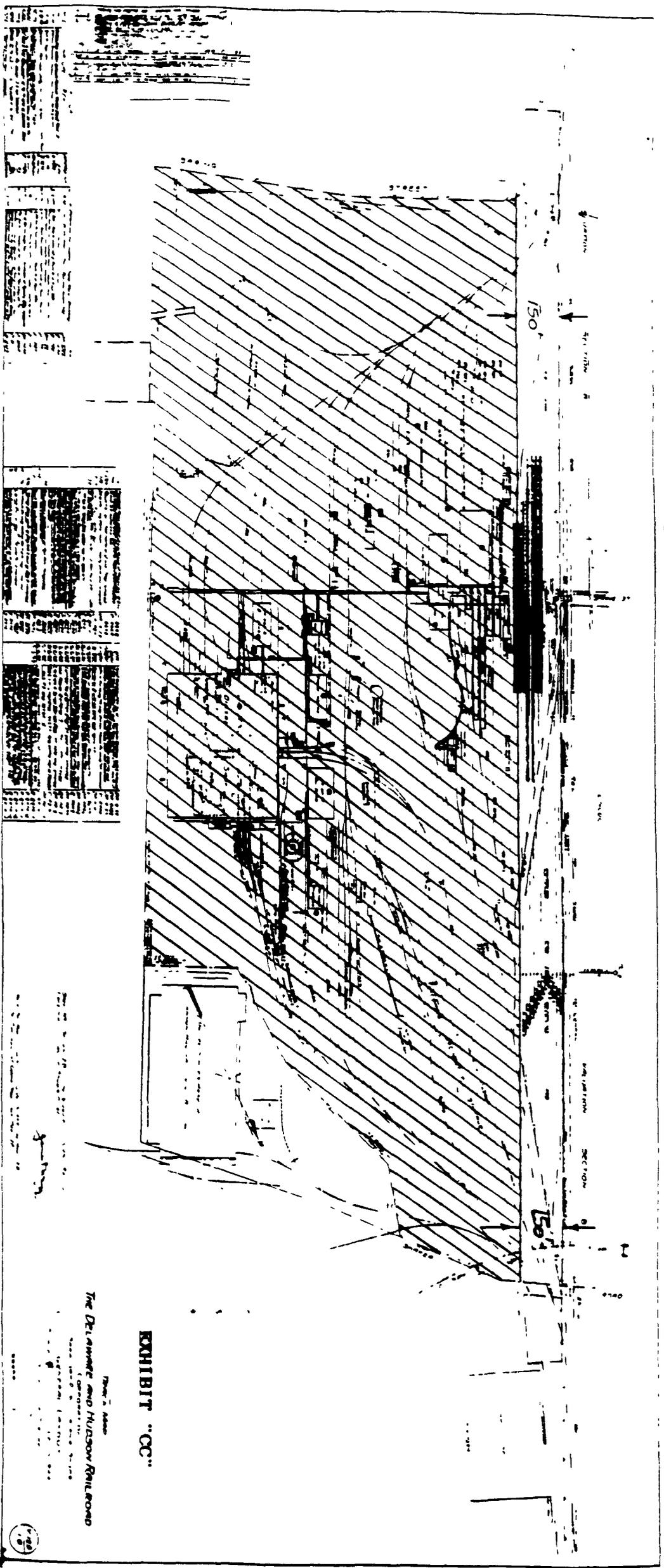
Drawn by Mr. and Mrs. M. W. ...  
The Designer and Mason Company

...

...







**EXHIBIT "CC"**

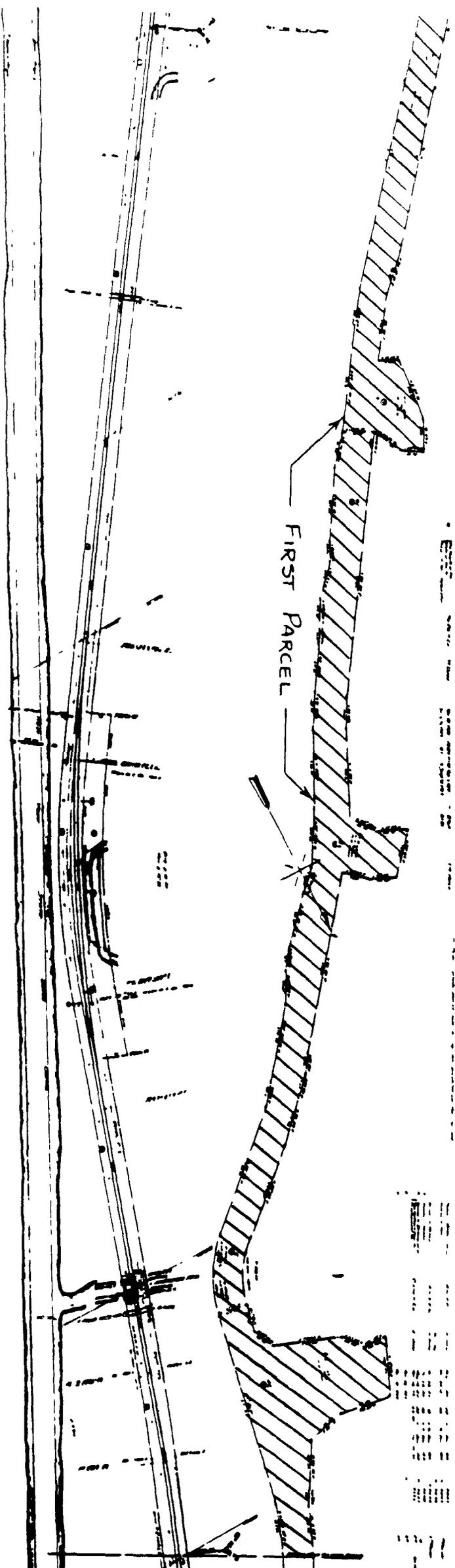
The Delaware and Hudson Railroad











FIRST PARCEL

**EXHIBIT "KR"**  
**SHEET 2 OF 4**

*Handwritten signature*

*Printed text:*  
 The Trustees of the...  
 The Delaware and Hudson Company  
 ...



FIRST PARCEL

SECOND PARCEL

EXHIBIT "RR"  
SHEET 3 OF 4

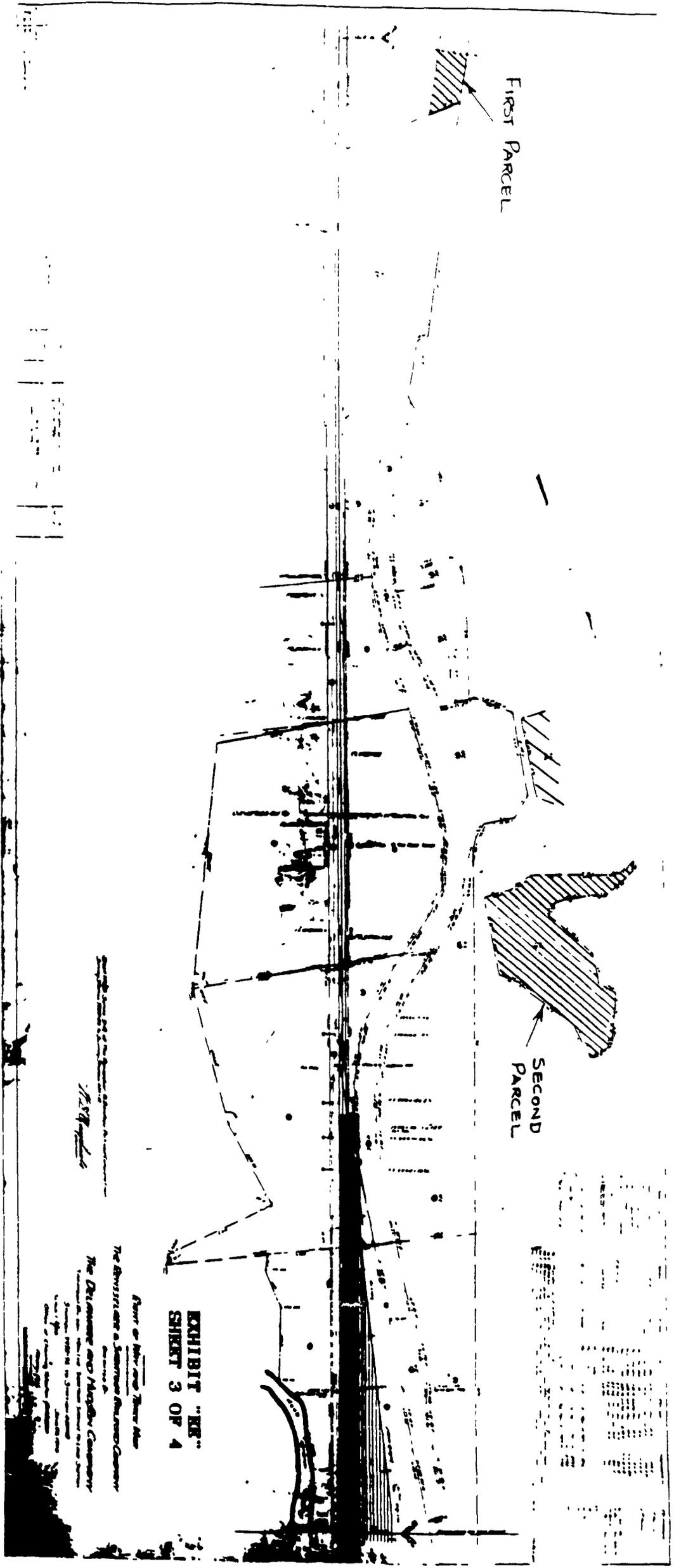
Part of lot and their also

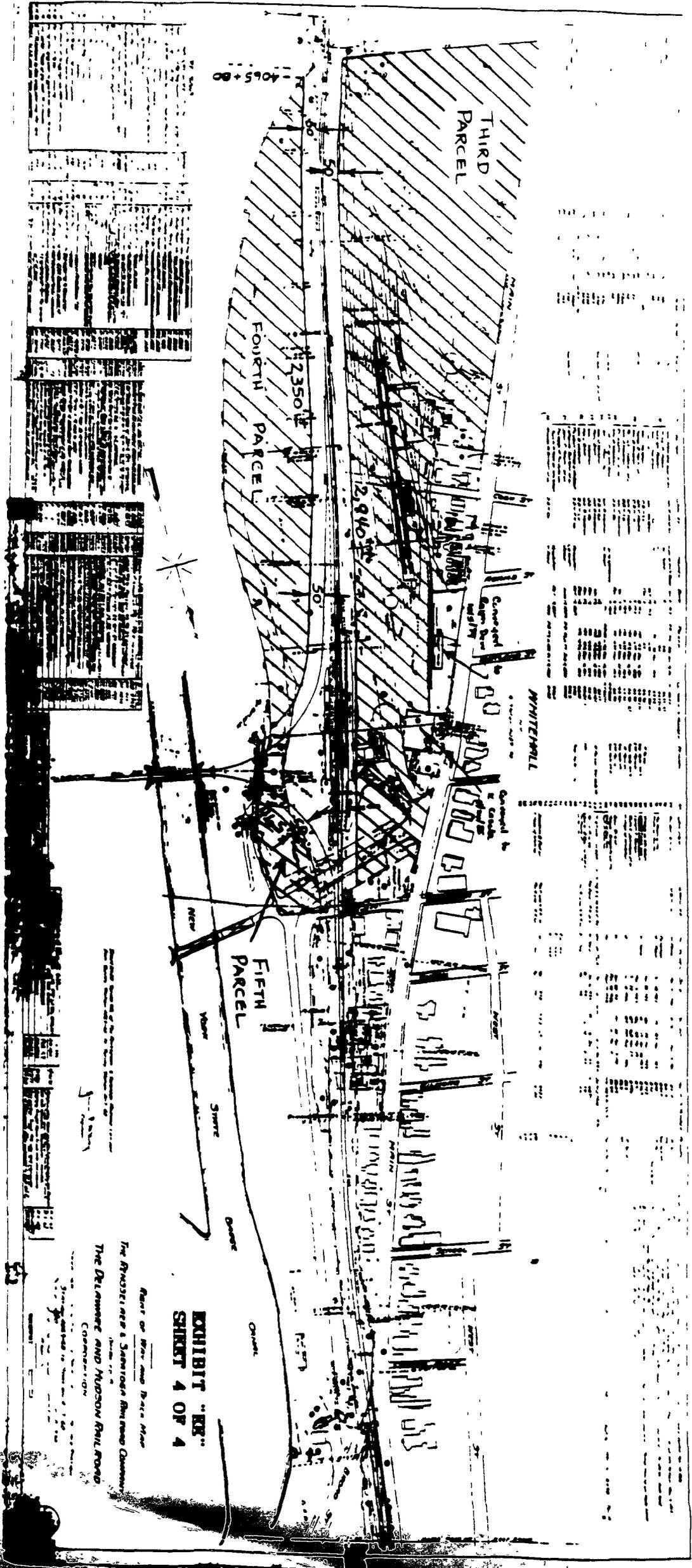
The Registrar & Surveyor General

The Registrar and Assessor General

1880

1880





**EXHIBIT "KR"**  
**SHEET 4 OF 4**

Plan of Mill and Dam  
 The Russel & Sabinson Mill and Dam  
 The Delaware and Hudson Rail Road  
 Corporation

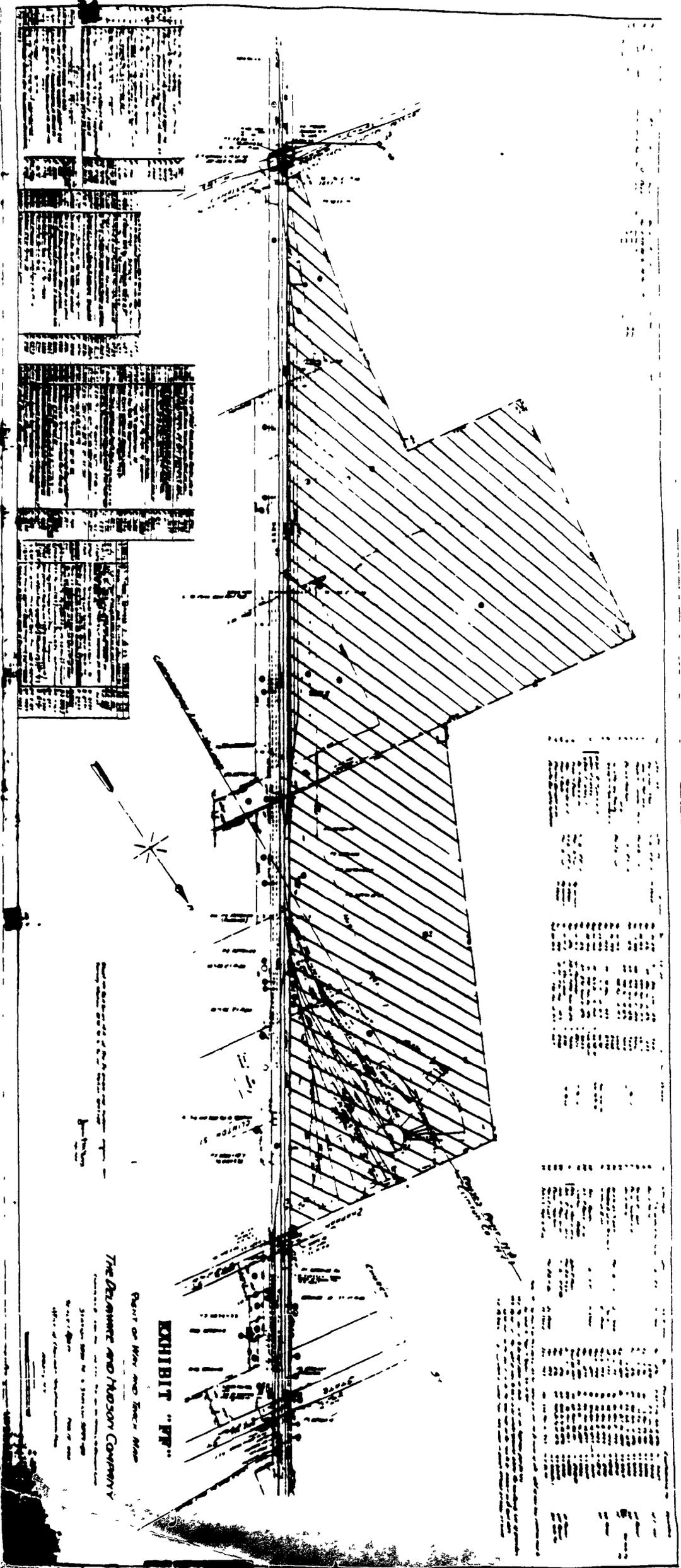
Scale  
 1" = 100'

DATE  
 1900

BY  
 J. H. RUSSEL

ENGR.

NEW YORK



**EXHIBIT "EP"**

Part of War and Trade Map

**The Drummer and Hudson Company**

1000 Broadway  
 New York City  
 Office of Technical Services

Technical specifications and notes, including:  
 - Dimensions and measurements  
 - Material specifications  
 - Construction details  
 - Reference to other documents or standards

## APPENDIX B

### **1. Adirondack Branch**

Beginning on the main line in the City of Saratoga Springs, County of Saratoga, New York at MP A38.20 and being all the property running northerly to North Creek in the Town of Johnsburg, County of Warren, New York at MP A94.96, and as referred to in Exhibit "A", Section (B), item (viii).

### **2. Glens Falls Branch**

Beginning on the main line in the Village of Fort Edward, County of Washington, New York at MP A55.44 and being all of the property running northerly through the City of Glens Falls to the Town of Queensbury, County of Warren, New York at MP A62.55, and as referred to in Exhibit "A", Section (B), item (vii).

### **3. Coolidge Branch**

Beginning on the Glens Falls Branch in the Town of Queensbury, County of Warren, New York at MP A59.57 and being all of the property running westerly to the City of Glens Falls, County of Warren, New York at MP A61.17 and is a part of the property referred to in Exhibit "A", Section (B), item (vii).

### **4. Ausable Branch**

Beginning on the main line at South Junction, in the Town of Plattsburgh, County of Clinton, New York at MP A162.92, which is MP 4.63 on said Ausable Branch, and being all the property running through MP 6.24 to the Town of Black Brook, County of Clinton, New York, and as referred to in Exhibit "A", Section (B), item (ii).

### **5. Chateaugay Branch**

Beginning on the Ausable Branch in the Town of Plattsburgh, County of Clinton, New York at MP 5.89, which is MP 3.80 on said Chateaugay Branch, and being all the property running through MP 6.81 to the Town of Saranac, County of Clinton, New York, and as referred to in Exhibit "A", Section (B), item (i).

### **6. Freydenburg Falls Branch**

Beginning at the Chateaugay Branch in the Town of Schuyler Falls, County of Clinton, New York, at MP 6.55, which is MP 0.00 on said Freydenburg Falls Branch, and being all the property running easterly to the City of Plattsburgh, County

of Clinton, New York at MP 2.35, and is a part of the property referred to in Exhibit "A", Section (B), item (i).

**7. Green Island Branch**

Beginning on the Albany and Vermont Railroad Company in the Town of Colonie, County of Albany, New York at MP A6.56, and being all the property running easterly to the Village of Green Island, County of Albany, New York, at MP A7.13, and as referred to in Exhibit "A", Section (B), item (x).

**8. Troy Branch**

Beginning on the Green Island Branch in the Village of Green Island, County of Albany, New York, at MP A7.13, which is MP T 0.75 of said Troy Branch, and being all the property running northerly to the City of Cohoes, County of Albany, New York at MP T 3.07, and as referred to in Exhibit "A", Section (B), item (ix).

**9. Water Street Branch**

Beginning on the Albany and Vermont Railroad Company in the City and County of Albany, New York at MP A1.44 and being all the property running southerly in the City and County of Albany, New York, at MP A0.44, and as referred to in Exhibit "A", Section (C).

**10. Cabbage Island Branch**

Beginning on the Albany Port Railroad Company in the City and County of Albany at MP A2.54 and being all the property running southerly to the Town of Bethlehem, County of Albany, New York at MP A3.93, and as referred to in Exhibit "A", Section (C).

**11. Connor's Spur**

Beginning on the main line in the City and County of Schenectady, New York, at MP 486.12 and being all the property running southerly through MP 487.4 to the Town of Rotterdam, County of Schenectady, New York, and as referred to in Exhibit "A", Section (C).

**12. Albany Main Line**

Beginning on the main line at Pearl in the City and County of Albany, New York at MP A1.78 and being all the property running westerly to the Voorheesville Diamond in the Village of Voorheesville, County of Albany, New York at MP A10.90 and being a portion of the property referred to in Exhibit "A", Section (A).

**13. Ballston Industrial Spur**

Beginning on the main line in the Town of Ballston, County of Saratoga, New York, at MP A30.76 and being all the property running northerly to the Village of Ballston Spa, County of Saratoga, New York at MP 31.32, and as referred to in Exhibit "A", Section (C).

**14. Northeastern Industrial Park Spur**

Beginning on the main line in the Town of New Scotland, County of Albany, New York at MP A 12.10 and being all the property running northerly to Northeastern Industrial Park in the Town of Guilderland, County of Albany, New York, MP 13.42, and as referred to in Exhibit "A", Section (C).

**15. The remaining right-of-ways comprising portions of the following former lines of railroad:**

- a.) Baldwin Branch, beginning on the main line at Fort Ticonderoga Junction in the Town of Ticonderoga, County of Essex, New York and being all the property running northerly to the Village of Ticonderoga, County of Essex, New York and as referred to in Exhibit "A", Section (B), item (iv).
- b.) Ticonderoga Branch, beginning on the Baldwin Branch at Ticonderoga Junction in the Town of Ticonderoga, County of Essex, New York and being all the property running northerly to the corporate boundary line of the Village of Ticonderoga and as referred to in Exhibit "A", Section (B), item (iii).
- c.) Washington Branch, beginning at Eagle Bridge, in the Town of Hoosick, County of Rensselaer, New York, and being all the property running northerly within the State of New York to the New York State/Vermont State Line in the Town of Hampton, County of Washington, New York, and as referred to in Exhibit "A", Section (B), item (v).
- d.) Salem Branch, beginning at Greenwich Junction in the town of Salem, County of Washington, New York and being all the property running southeasterly to the Village of Greenwich, County of Washington, New York, and as referred to in Exhibit "A", Section (B), item (vi).
- e.) Nineveh Branch, beginning at Nineveh Junction in the Town of Afton, County of Chenango, New York, and being all the property running southerly through the County of Broome, crossing the New York/Pennsylvania State Line to Jefferson Junction in Harmony Township, County of Susquehanna, Pennsylvania, and as referred to in

Exhibit "A", Section (A) and in the first paragraph on page 6 of Exhibit "A".

- f.) Jefferson Branch, beginning at Lanesboro in the Borough of Lanesboro, County of Susquehanna, Pennsylvania and being all the property running southerly through Jefferson Junction to Pennsylvania Route 296 at Stevens Point in Harmony Township, County of Susquehanna, and as referred to in the first paragraph on page 6 of Exhibit "A".