

2-013A056



THE PITTSBURG & SHAWMUT RAILROAD COMPANY

ONE GLADE PARK EAST, RD 8, BOX 45
KITTANNING, PENNSYLVANIA 16201

PHONE: (412) 543-2121

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RECORDATION NO. FILED NOS.

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INTERSTATE COMMERCE COMMISSION

January 9, 1992

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RECORDATION NO. FILED NOS.

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INTERSTATE COMMERCE COMMISSION

MOTOR OPERATING UNIT

JAN 13 3 04 PM '92

Interstate Commerce Commission
Office of Recordation
12th & Constitution, NW
Washington, DC 20423

Attn: Mildred Lee, Room 2303

Dear Ms. Lee:

For recordation under the provisions of the Interstate Commerce Act, please find enclosed an original counterpart and a certified copy of the following documents all dated December 30, 1991:

1. Security Agreement between The Pittsburg & Shawmut Railroad Company, Debtor and S&T Bank, Secured Party.
2. Security Agreement between Mountain Laurel Railroad Company, Debtor and S&T Bank, Secured Party.
3. Bank Loan Agreement among S&T Bank, Bank; Mountain Laurel Railroad Company, Borrower and The Pittsburg & Shawmut Railroad Company, Guarantor.

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

Debtor and Guarantor: The Pittsburg & Shawmut Railroad Company
RD 8, Box 45
Kittanning, PA 16201

Secured Party and Bank: S&T Bank
800 Philadelphia Street
Indiana, PA 15701

Debtor and Borrower: Mountain Laurel Railroad Company
RD 8, Box 45
Kittanning, PA 16201

The general description of the equipment covered by the Security Agreement between The Pittsburg & Shawmut Railroad Company and the S&T Bank is as follows: 283 Open Top 100-ton Triple Hopper Cars, bearing The Pittsburg & Shawmut Railroad Company's Road Nos. 200 to 299 and 1300 to 1499, see attachment for more exact listing of car numbers.

MOTOR OPERATING UNIT
JAN 13 1992

January 9, 1992

Page 2

The general description of the equipment covered by the Security Agreement between Mountain Laurel Railroad Company and the S&T Bank is as follows: 6 diesel locomotives bearing the Mountain Laurel Railroad Company's Nos. 12 through 17 inclusive.

The enclosed documents have not been previously recorded by the Commission.

The undersigned is an officer of The Pittsburg & Shawmut Railroad Company and Mountain Laurel Railroad Company and has knowledge of the matters set forth herein. Please return the original counterpart of each of the enclosed documents, stamped to show the filing information, to the undersigned at the above address.

Enclosed please find our check in the amount of \$48.00 to cover the filing fee.

Sincerely,


Gary B. Pettengill

Executive Vice President
The Pittsburg & Shawmut Railroad Co.

Executive Vice President
Mountain Laurel Railroad Company

GBP/kmh

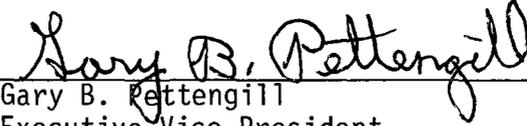
Enclosures

MOUNTAIN LAUREL RAILROAD COMPANY
ONE GLADE PARK EAST, R. D. 8, BOX 45
KITTANNING, PENNSYLVANIA 16201
TELEPHONE: (412) 543-2121
TELECOPY: (412) 543-2042

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INTERSTATE COMMERCE COMMISSION

I, Gary B. Pettengill, Executive Vice President of Mountain Laurel Railroad Company, hereby certify that I have compared the attached copy of the Bank Loan Agreement dated December 30, 1991, among S&T Bank, Mountain Laurel Railroad Company and The Pittsburg & Shawmut Railroad Company, with the original and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 7, 1992.



Gary B. Pettengill
Executive Vice President
Mountain Laurel Railroad Company



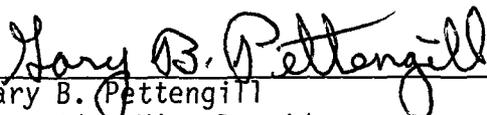
THE PITTSBURG & SHAWMUT RAILROAD COMPANY
ONE GLADE PARK EAST, RD 8, BOX 45
KITTANNING, PENNSYLVANIA 16201

PHONE (412) 543-2121

REGISTRATION NO. 17672/B
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INTERSTATE COMMERCE COMMISSION

I, Gary B. Pettengill, Executive Vice President of The Pittsburgh & Shawmut Railroad Company, hereby certify that I have compared the attached copy of the Bank Loan Agreement dated December 30, 1991, among S&T Bank, Mountain Laurel Railroad Company and The Pittsburgh & Shawmut Railroad Company, with the original and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 7, 1992.



Gary B. Pettengill
Executive Vice President
The Pittsburgh & Shawmut Railroad Company

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INTERSTATE COMMERCE COMMISSION

Revised
12/24/91
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BANK LOAN AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO as of this 30th day of December, 1991, by and between S&T BANK, having its principal office located at 800 Philadelphia Street, Indiana, Pennsylvania, 15701, hereinafter "Bank"

A N D

MOUNTAIN LAUREL RAILROAD COMPANY, a Pennsylvania Corporation, having its principal office located at One Glade Park East, R.D. 8 Box 45, Kittanning, Pennsylvania 16201, hereinafter "Borrower"

A N D

THE PITTSBURG & SHAWMUT RAILROAD COMPANY, a Pennsylvania Corporation, having its principal office located at One Glade Park East, R.D. 8 Box 45, Kittanning, Pennsylvania 16201, hereinafter "Guarantor"

WHEREAS, the Borrower has requested to borrow from the Bank Five Million Six Hundred Seventy-Five Thousand Dollars (\$5,675,000.00) to pay off the loan in the amount of Four Hundred Seventy Five Thousand Dollars (\$475,000.00) to the Guarantor as well as to partially fund the purchase of Conrail's Low Grade Cluster, equipment and locomotives; and Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) from the Bank to fund labor costs; and

WHEREAS, the Guarantor has requested short term financing in

the amount of Four Hundred Seventy-Five Thousand (\$475,000.00) to fund up front costs associated with the purchase of Conrail's Low Grade Cluster and equipment to be utilized thereon; and

WHEREAS, the Bank is willing to lend to the Borrower the aggregate amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) and to the Guarantor the sum of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) upon the terms, covenants and conditions contained herein.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

Section 1 - Loans: Subject to the terms and conditions hereinafter set forth and relying on the representations and warranties herein contained, the Bank agrees and shall be obligated to lend to the Guarantor the sum of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) in accordance with the terms of this agreement.

Subject to the terms and conditions hereinafter set forth and relying on the representations and warranties herein contained, the Bank agrees and shall be obligated to lend to the Borrower in accordance with this agreement the sum of Five Million Six Hundred Seventy-Five Thousand Dollars (\$5,675,000.00) to repay the Four Hundred Seventy-Five Thousand Dollar (\$475,000.00) loan to the Guarantor and to partially fund the acquisition of Conrail's Low Grade Cluster and equipment and locomotives to be utilized thereon. The Bank shall also be obligated to lend Eight Hundred Twenty-Five Thousand Dollars

(\$825,000.00) to the Borrower to fund labor costs for work to be performed on Conrail's Low Grade Cluster to be acquired pursuant to the Five Million Six Hundred Seventy-Five Thousand Dollar (\$5,675,000.00) loan.

Section 2 - Evidence of Indebtedness and Security: The Four Hundred Seventy-Five Thousand Dollar (\$475,000.00) loan to the Guarantor shall be at a rate of interest publicly announced by S&T Bank as its prime rate of interest. All interest and principal due thereon shall be paid in full on or before December 30th, 1991. This loan shall be unsecured.

The Five Million Six Hundred Seventy-Five Thousand Dollar (\$5,675,000.00) term note shall be at a rate of interest publicly announced by S&T Bank, from time to time, as its prime rate of interest. Interest only shall be paid on the 30th day of January, 1992, and for two months thereafter, on the 30th day of each succeeding month. Thereafter, on the 30th day of April, 1992, the Borrower shall begin making monthly payments of principal together with interest on the then outstanding indebtedness. The note shall be amortized over a period of sixty (60) months. In the event that at any time there is a change in the rate of interest, the outstanding principal indebtedness due and owing on the succeeding March 30th, shall be amortized over the then existing number of remaining payments, so that the entire principal indebtedness is paid in full, together with interest thereon, on March 30th, 1997.

The Five Million Six Hundred Seventy-Five Dollar (\$5,675,000.00) note shall be secured by a Mortgage on the railroad right-of-way together with all attachments and fixtures and personal property thereon, said right-of-way being described in Exhibit 1 which is attached hereto and made a part hereof. This loan shall be secured by all business assets of the Borrower including all accounts, general intangibles, instruments, contract rights, equipment, inventory and locomotives now owned or hereafter acquired together with encumbrances on all motor vehicles. This Note shall also be secured by a Guarantee from the Guarantor as well as financing statements and security agreement covering the Hopper cars listed in Exhibit 2 attached hereto and made a part hereof, as well as a filing with the ICC. The Property pledged by the Borrower and the Guarantor shall collectively be known as the "Property".

The Eight Hundred Twenty-Five Thousand (\$825,000.00) loan shall be at a rate of interest publicly announced by S&T Bank as its prime rate from time to time. No principal shall be drawn down on this note until the 30th day of March, 1992. The Borrower shall begin making interest payments on this loan within thirty (30) days of the date of initial draw down. Interest only shall be paid for three (3) months. Thereafter, on the 30th day of July, 1992, the Borrower shall begin making monthly payments of principal together with interest on the then outstanding principal indebtedness. The note shall be amortized over a period of sixty (60) months. In the event that at any time there

is a change in the rate of interest, the outstanding principal indebtedness due and owing on the succeeding June 30th, shall be amortized over the then existing number of remaining payments, so that the entire principal indebtedness is paid in full together with interest thereon, on June 30th, 1997.

The Eight Hundred Twenty-Five Thousand (\$825,000.00) loan shall be secured by a Mortgage on the railroad right-of-way together with all attachments and fixtures and personal property thereon, said right-of-way being described in Exhibit 1 which is attached hereto and made a part hereof. This loan shall also be secured by all business assets of the Borrower including all accounts, general intangibles, instruments, contract rights, equipment, inventory and locomotives now owned or hereafter acquired together with encumbrances on all motor vehicles. This Note shall also be secured by a Guarantee from the Guarantor as well as financing statements and security agreement covering the Hopper cars listed in Exhibit 2 attached hereto and made a part hereof, as well as a filing with the ICC. The collateral pledged by the Borrower and the Guarantor shall collectively be known as the "Property".

All liens and encumbrances secured by the two Notes from the Borrower shall have equal priority as to all Property pledged to secure these Notes.

Section 3 - Representations and Warranties: To induce the Bank to enter into this agreement and to make the loans herein provided for, the Borrower and the Guarantor represent and

warrant to the Bank that the Borrower and the Guarantor are corporations duly organized and validly existing and are in good standing under the laws of the Commonwealth of Pennsylvania.

The Borrower believes that it will have good title to Conrail's Low Grade Cluster, described in Exhibit 1, and that in the event of default as defined in the Bank Loan Agreement, that the Bank will be able to recover all assets of the Borrower that shall be located on the Low Grade Cluster to be purchased from Conrail, described in Exhibit 1.

The Guarantor shall have good and marketable right title and interest in and to the railroad cars that are listed in Exhibit 2. The Borrower and the Guarantor, in regard to its assets that are pledged for this loan, warrant that they will at their own expense defend generally the aforementioned properties including any right, title and interest of the Bank therein and thereto against the claims and demands of all persons, corporations and other entities. The Borrower and the Guarantor are not aware of any defaults that have occurred under any of the documents or instruments pursuant to which the Borrower or the Guarantor acquired interest in its properties and that all such documents and instruments are in full force and effect and have not been modified or amended. The Borrower and the Guarantor shall only be required to cure title defects that may affect the Bank's Property as shall be determined by the Bank in its reasonable discretion.

The financial statements provided to the Bank are complete and correct in accordance with generally accepted accounting principles, practices and procedures consistently applied and present fairly the financial position of the Guarantor as of December 31, 1990.

Except as reflected or referred to in the above described financial statement, the Guarantor does not have any contingent or disputed liabilities or unrealized or anticipated losses or commitments which in the aggregate are material. Since 12/31/90, there has been no change in the condition of the business or prospects, financial or otherwise, of the Guarantor as shown on the balance sheet as of such date and no change in the aggregate value of the property owned by the Borrower except changes in the ordinary course of business, none of which individually or in the aggregate has been materially adverse.

Except as set forth in writings heretofore delivered to, and acknowledged in writing as received by the Bank, there is no material litigation or proceedings whatsoever pending, nor are there any asserted or unasserted claims known to the Borrower or Guarantor which could adversely affect the Borrower or Guarantor or the operation of its business or the Bank's Property . The Borrower and Guarantor have complied with all material provisions of all agreements to which the Borrower is a party or by which the Borrower may be bound and the Borrower is not in default under any of these agreements or the payment of any of its obligations.

The Borrower has obtained, or caused to be obtained, or will obtain all permissions, licenses, easements, rights-of-way, and all local, state and federal governmental approvals, authorizations, consents and permits as well as all other rights, titles and interest necessary to the ownership of the Conrail Low Grade Cluster described in Exhibit 1 that shall be Property for the loans to the Borrower and all the aforementioned are in full force and effect.

The Borrower has complied with and is in compliance with all applicable local, state and federal laws, rules and regulations relating to all of its activities including, but not limited to the operation of the Low Grade Cluster to be purchased from Conrail. All tax returns and reports of the Borrower and Guarantor required by law to be filed have been duly filed and all taxes, assessments, fees and other governmental charges upon the Borrower and Guarantor which are due and payable have been paid except taxes, assessments, fees and other governmental charges being contested in good faith.

Section 4 - Execution of the Mortgages, Notes, Security Agreements and Financing Statements: The Mortgages, Notes, Security Agreements and Financing Statements shall be signed, delivered and filed, as the case may be, together with any other documents deemed necessary or appropriate by the Bank prior to any proceeds of the borrowing being distributed to the Borrower. The execution and delivery of this Agreement, Mortgages, Notes, Security Agreement and Financing Statements, the documents and

instruments referred to herein and therein to be executed and/or delivered by the Borrower or Guarantor, as one or more may be amended, modified or supplemented, the borrowings under the loan documents, the performance by the Borrower of its obligations under the loan documents, the assignment of, and the grant of liens on and security interest in, the Borrowers various rights, title and interest, to the Bank by the loan documents, do not, and will not, contravene any provision of law, or the Articles of Incorporation or Bylaws of the Borrower or Guarantor or of any agreement, instrument or other document or of any judicial, arbitration or local, state or federal governmental requirement or restriction to which the Borrower is a party or by which they may be bound or result in the creation or imposition of any lien or other encumbrance on any of the property of the Borrower or Guarantor including the Property and that all consents and approvals including consents and approvals of any local, state or federal governmental unit, commission, authority, agency or other body, required to be obtained in connection therewith have been obtained and are in full force and effect. This Agreement constitutes, and the other loan documents when duly executed will constitute legal, valid and binding obligations of the Borrower and Guarantor enforceable and in accordance with the respective terms. The Borrower and Guarantor are duly authorized to execute this Agreement and other documents. All action necessary and proper to authorize the execution and delivery of the loan documents has occurred and that the Borrower and Guarantor are,

and will continue to be duly authorized and have, and shall continue to have the right, power and authority to execute and deliver the loan documents.

Section 5 - Intervening Liens: It is understood and agreed that no loan or advance shall be made by the Bank to the Borrower hereunder on any of the individual loans unless the Borrower can certify to the Bank that the Bank has the first perfected security interest in all Property being utilized to secure the loans which the Borrower is trying to obtain an advance against. Upon payment in full of all indebtedness owed by the Borrower to the Bank, the Bank shall promptly release all security interests that it has in the Property being utilized to secure these loans.

Section 6 - Payments: All payments of the principal and interest pursuant to the terms of the notes shall be made to the Bank at its principal office located at 800 Philadelphia Street, Indiana, Pennsylvania 15701 or at such other place as the Bank may designate to the Borrower.

Section 7 - Affirmative Covenants: Until payment in full of the various notes, and interest thereon and all other liabilities of the Borrower and the Guarantor hereunder, the Borrower and Guarantor shall covenant that:

a. The Borrower and the Guarantor shall provide annual CPA reviewed financial statements for the Borrower and Guarantor to the Bank.

b. The Borrower and the Guarantor shall provide quarterly

management prepared financial statements for the Borrower and the Guarantor to the Bank.

c. The Arthur T. Walker Estate Corporation shall provide annual CPA prepared financial statements and quarterly management prepared financial statements to the Bank.

d. The Borrower and the Guarantor shall maintain or cause to be maintained, in good repair and condition, all equipment and vehicles pledged by each as Property for the loans covered by this loan agreement.

e. The Borrower and the Guarantor shall cause all Property pledged pursuant to the Mortgage, security agreement, financing statements and encumbrances to be insured at all times against loss or damage by fire, theft or other hazards, in the manner and amounts and to the extent of coverage currently being maintained by the Guarantor on similar Property, subject to a deductible in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). The Bank shall be listed as mortgagee on all insurance policies on real estate and as loss payee on all insurance policies for all other Property. The Borrower and the Guarantor shall furnish to the Bank copies of these policies. The Borrower and the Guarantor shall obtain and keep in force and effect general liability insurance upon terms and in amounts and with companies reasonably agreeable to the Bank.

f. The Borrower and the Guarantor shall pay and discharge all taxes, license fees, liens, claims, charges and encumbrances upon or against the equipment, inventory, vehicles and Low Grade

Cluster secured by the security agreement, financing statements, mortgages and encumbrances.

g. The Borrower and the Guarantor shall execute and deliver to the Bank, at such times and in such forms as the Bank may require, any instruments to further evidence the Bank's security interest in the Property covered by this agreement as well as any other documents deemed necessary by the Bank to further evidence the Borrower's indebtedness and the Guarantor's guarantee to the Bank hereunder.

h. The Borrower and the Guarantor shall allow the Bank, at reasonable times and upon notice, to examine any of the Borrower's and the Guarantor's books and records concerning the Borrower's and the Guarantor's business, to make copies of such books and records as the Bank may deem necessary.

i. The Borrower and the Guarantor shall furnish the Bank with proper notification of any condition, event, act or omission which could constitute an event of default.

j. The Borrower and the Guarantor shall obtain or cause to be obtained and deliver to the Bank such legal opinions, title reports, representations, letters, acknowledgments, attornment agreements, releases, disclaimers, subordinations of prior liens and security interests, non-disturbance agreements, landlord lien waivers, certificates of non-interference with easements, rights-of-way and such other documents that may be reasonable requested by Bank from time to time, and shall take or cause to be taken, all steps to satisfy all requirements of the Bank that the

Borrower has and will have good and marketable title, right and interest in and to all Property and that the liens and security interest of the Bank are valid and perfected first liens and security interest free and clear of all other liens and encumbrances.

k. The Borrower shall operate its railroad in a good and workmanlike manner in accordance with sound practices and shall use its best efforts consistent with good business practice to generate or cause to be generated revenue from the railroad operations.

l. The Borrower and the Guarantor shall obtain and keep in full force and effect or cause to be obtained and kept in full force and effect all provisions of any licenses, easements, rights-of-way and fee interests and all local, state and federal governmental approvals, authorizations, consents and permits as well as all other rights, titles and interests necessary to the ownership and operation of the Property and to the conduct of their business.

m. The Borrower and the Guarantor shall comply with or cause to be complied with all applicable local, state and federal laws, rules and regulations there applicable to the Borrower and the Guarantor and their operations.

n. The Borrower and the Guarantor shall do, or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and its good standing under the laws of the Commonwealth of Pennsylvania.

o. The Borrower shall pay or cause to be paid all reasonable expenses, fees and disbursements incurred with the recordation, filing, continuations, satisfaction and termination of the Mortgage, financing statements and any other loan documents and any other instruments or documents related thereto, the reasonable fees, expenses and disbursements of the Bank's counsel in connection with this agreement and the other loan documents and any other instruments or documents related thereto, their preparation, administration and enforcement as well as the fees, expenses and disbursements of others, including but not limited to accountants and engineers, engaged by the Bank to provide information and advice in connection with this Agreement and the other loan documents and any other instruments or documents relating thereto, their preparation, administration and enforcement. Notwithstanding the aforementioned, the Borrower shall not be responsible for paying any accountants or engineers retained or engaged by the Bank, unless there is a default.

p. The Bank shall have the right without notice to the Borrower to deduct from any account of the Borrower at the Bank any amounts due and owing on either loan and the Bank is duly authorized by the Borrower to endorse for or on the Borrower's behalf any drafts that it may receive. Such authority shall continue while any indebtedness is outstanding.

q. The Borrower and Guarantor shall maintain all operating accounts at S&T Bank.

Section 8 - Negative Covenants: Until payment in full of

all principal and interest as well as any other liabilities of the Borrower hereunder, the Borrower covenants and agrees that:

1. It will not create, incur, assume or suffer to exist any liens, encumbrances or security interests upon the mortgaged premises or upon the Property now owned or hereinafter acquired except liens, pledges and security interests in favor of the Bank.

2. The Borrower shall not transfer, sell or assign any of the Property except in the normal course of business without the written consent of the Bank which shall not be unreasonably withheld.

3. The Borrower shall not become guarantor, endorser of or surety for, or be responsible in any manner whatsoever with respect to, the payment of any indebtedness, obligation, or undertaking of any other person, corporation or other entity, which in the aggregate is greater than Twenty-Five Thousand Dollars (\$25,000.00), except in the normal course of business or with the written consent of the Bank, which shall not be unreasonably withheld.

4. The Borrower shall not create, assume, incur or permit to exist any indebtedness or obligation for the payment or repayment of money whether borrowed by or advanced to or for the benefit of the Borrower in amounts which in the aggregate are greater than Twenty-Five Thousand Dollars (\$25,000.00) except within the normal course of business, or for which the Borrower

has obtained the written consent of the Bank, which shall not be unreasonably withheld. The Borrower may create, assume, incur or permit indebtedness to exist in favor of affiliates, providing that said indebtedness is subordinate to the indebtedness owed to the Bank.

5. The Borrower shall not make or permit to exist any loan or advance from the Borrower to any person, corporation or entity which in the aggregate are greater than Twenty-Five Thousand Dollars (\$25,000.00) except within the normal course of business or unless written consent of the Bank is obtained, which shall not be unreasonable withheld.

6. The Borrower shall in no event, directly or indirectly, declare, pay, make or order any dividend on its stock or any distribution to any shareholders, or set apart any sum or property therefor if, at the time of such proposed action or immediately after giving effect thereto, there shall exist an event of default or any condition or event which, after notice or lapse of time or both, would constitute an event of default.

7. The Borrower shall not directly or indirectly enter into any agreement or transaction with any affiliate including the Guarantor on terms that are less favorable to the Borrower than those which might be obtained at the time from other persons or entities who are not affiliates.

8. Until payment in full of all principal and interest as well as any other liabilities of the Guarantor hereunder, the Guarantor covenants and agrees:

(1) The Guarantor will not create, incur, assume, or suffer to exist any liens, encumbrances or security interests upon the mortgaged premises or upon the Property now owned or hereinafter acquired except liens, pledges and security interests in favor of the Bank.

(2) The Guarantor shall not transfer, sell or assign any of the Property except in the normal course of business without the written consent of the Bank which shall not be unreasonably withheld.

Section 9 - Borrowing Requirements: Unless otherwise agreed to by the Bank and subject to the performance by the Borrower of its other obligations under the loan documents, the Bank shall have no obligation to advance any funds to the Borrower until all legal matters incident to the transactions contemplated by the loan documents are resolved in a manner satisfactory to the Bank's counsel and until the following have been provided to the Bank:

a. Mortgages, security agreement, financing statements and encumbrances duly executed by the Borrower and the Guarantor and all in a form and substance satisfactory to the Bank.

b. Evidence satisfactory to the Bank authorizing the execution and delivery by the Borrower and the Guarantor of this Agreement and the loan documents to be signed respectively by the Borrower or the Guarantor.

c. Opinions of counsel for the Borrower and the Guarantor, satisfactory to the Bank's counsel, relating to such matters as

the Bank may reasonable require.

d. Certificates executed by the Borrower and the Guarantor stating that no defaults have occurred which are unremedied or unwaived under any agreement, lease, assignment or other document or instrument by or through which the Borrower and the Guarantor has any right, title or interest in connection with the Property.

e. A current certificate of good standing of the Borrower and the Guarantor and a certificate of incumbency for the Borrower and the Guarantor.

f. A current CPA reviewed financial statement of The Arthur T. Walker Estate Corporation and the Guarantor.

g. Borrowing resolutions for the Guarantor and the Borrower.

h. Articles of Incorporation for the Borrower and the Guarantor.

i. Receipt of an executed commitment letter.

j. A One Quarter percent (1/4%) commitment fee for the Five Million Six Hundred Seventy-Five Thousand Dollar (\$5,675,000.00) loan and a One Quarter percent (1/4%) commitment fee for the Eight Hundred Twenty-Five Thousand Dollar (\$825,000.00) loan. Each commitment fee to be paid prior to the initial draw down on each respective loan.

k. Receipt of a release or subordination agreement to be executed by The Arthur T. Walker Estate Corporation.

l. Such other documents and instruments of evidence and performance by the Borrower and the Guarantor of such other obligations that the Bank may reasonably request.

The Bank and the Borrower agree that the Bank shall advance funds to the Borrower even though the following shall not be completed at closing, providing that each is completed in a timely manner after closing:

a. Evidence satisfactory to the Bank that there has been recorded in the appropriate offices documents and instruments establishing that the Borrower and the Guarantor have good and marketable right, title and interest in and to the Property and the delivery to the Bank copies of all documents and instruments pursuant to which, establishing that, the Borrower and the Guarantor have acquired such right, title and interest.

b. Evidence satisfactory to the Bank of the recordation and filing of the Mortgages, financing statements and any other loan documents, including filings with the I.C.C.

Section 10 - Defaults: If one or more of the following events occur, this Agreement and the other loan documents shall immediately and automatically be in default and any obligation of the Bank hereunder or otherwise to make any further advances to or for the benefit of the Borrower shall immediately and automatically terminate and the principal of and interest on the notes and all other indebtedness of the Borrower shall immediately be due and payable without necessity of demand, presentment, protest, notice of dishonor, notice of default or any other notice whatsoever, all of which are hereby expressly waived by the Borrower:

1. a. A decree or Order by any Court of competent

jurisdiction which shall have been entered adjudicating the Borrower bankrupt or insolvent under the federal bankruptcy laws or any other similar federal or state law.

b. The Borrower or the Guarantor shall institute proceedings to be adjudicated itself bankrupt to afford itself of protection under the bankruptcy laws or consents to the filing of a bankruptcy proceeding against it and such proceeding is not voluntarily dismissed within thirty (30) days of filing.

c. The Borrower or the Guarantor make an assignment for the benefit of its creditors, becomes insolvent or admits in writing its inability to pay its debts as they become due.

d. Any material garnishment proceeding by attachment, levy or otherwise is instituted against any deposit balance maintained, or any property deposited with the Bank of the Borrower.

2. If one or more of the following events occur, the Bank, at its option, may immediately declare this Agreement and the other loan documents in default, may terminate any obligation it has under the loan documents or otherwise, to make any further advances to or for the benefit of the Borrower and may declare the principal of and interest on the notes and all other indebtedness of the Borrower to the Bank immediately due and payable, whereupon all such indebtedness shall become immediately due and payable without necessity of demand, presentment, protest, notice of dishonor, notice of default or any other notice whatsoever all of which are expressly waived by the

Borrower:

a. Borrower shall fail to make any payment of principal or interest on any note or any item of expense or other charge to be paid by the Borrower pursuant to the loan documents which shall continue for a period of five business days after written notice thereof is sent by the Bank.

b. Any Court renders a final judgment or judgments against the Borrower in an aggregate amount in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00), and which is in excess of any insurance protecting against the liability on which such judgment or judgments are based and such judgment or judgments shall not be satisfactorily stayed, discharged, vacated or set aside within thirty (30) days after the entry thereof. Any of the Property of the Borrower is liened or attached and such lien or attachment is not released or provided for to the satisfaction of the Bank within thirty (30) days after the Property is liened or attached.

c. The Borrower shall fail to take or cause to be taken corrective measures reasonably satisfactory to the Bank within thirty (30) days after notice to the Borrower with respect to any litigation or judicial or administrative proceedings pending or threatened against the Borrower, the outcome of which is in the reasonable judgment of the Bank would materially adversely effect the financial condition of the Borrower or the Bank's Property .

d. Default in the performance or observance of any agreement, covenant, condition or obligation of the Borrower as

has been set forth in the Agreement or the loan documents and said default has not been cured within five (5) days however, that in the event that such default cannot be cured within such five (5) day period the Borrower shall not be deemed to be in default hereunder so long as the Borrower undertakes and diligently pursues all action necessary to cure such default within a reasonable time.

e. Any representation or warranty of the Borrower contained in this Agreement or any certificate or financial statement furnished pursuant to the provisions hereof which shall prove to have been false or misleading in any material respect as of the time made or furnished.

Section 11 - Miscellaneous: No delay or failure of the Bank or the holder of any instruments hereby provided for in exercising any rights, power or privilege hereunder shall affect any such right, power or privilege, nor shall any single or partial exercise hereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise hereof or of the exercise of any other right, power or privilege.

All representations, warranties, covenants and agreements of the Borrower contained herein or made in writing in connection herewith shall survive the execution and delivery of this Agreement, the making of the loan hereunder, and the issuance of the notes.

Section 12 - Applicable Law: This Agreement, the loan and the rights and obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and venue and jurisdiction shall be exclusively in the Court of Common Pleas of Indiana County, Pennsylvania. Each party does hereby waive any claim that Indiana County, Pennsylvania is not a convenient forum.

Section 13 - Successors and Assigns: This Agreement shall be binding upon and shall enure to the benefit of the Bank, the Borrower, the Guarantor and their respective successors and assigns, except that the Borrower may not assign or transfer any of its obligations or rights hereunder, and any such attempted assignment shall be null and void.

Section 14 - Entire Agreement: This Agreement and the documents mentioned herein constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any previous Agreement, written or oral, as to such subject matter. Except as expressly set forth herein none of the parties has made to any other any party representation, warranty, covenant or agreement.

IN WITNESS WHEREOF, the parties hereto, and their officers hereunto, duly authorize and execute this Agreement the day and year first above written.

Attest:

James C. Miller
Secretary

S&T BANK

By

Michael Smith
Vice President

Attest:

Rose M. Montgomery
Assistant Secretary

MOUNTAIN LAUREL RAILROAD COMPA

By

Gary B. Pettengill
Executive Vice President

Attest:

Rose M. Montgomery
Assistant Secretary

THE PITTSBURG & SHAWMUT RAILROAD
COMPANY

By

Gary B. Pettengill
Executive Vice President

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Clarion County, Pennsylvania

Low Grade Secondary, Line Code 2324

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Low Grade Secondary Track and identified as Line Code 2324 in the Recorder's Office of Clarion County, Pennsylvania in Book 251 at page 546; being further described as follows:

BEGINNING at Railroad Station 5488+48, at Mile Post 6.0, also being Grantor's west boundary line at Lawsonham in the Township of Madison as indicated on sheet 1 of 9 of aforesaid Exhibit "B"; thence extending in a general easterly/northeasterly direction passing through the Township of Porter, the Town of New Bethlehem and the Township of Red Bank to approximately Railroad Mile Post 27.8. being the County Line, the County of Clarion on the west and the County of Jefferson on the east, as indicated on sheet 2 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-184, dated March 30, 1976 and recorded on August 2, 1977, in the Recorder's Office of Clarion County, Pennsylvania, in Deed Book Volume 251 at page 540&c., granted and conveyed unto Consolidated Rail Corporation.

BEING a contiguous and adjacent portion of the Low Grade Secondary Track identified as Line Code 2324 as noted above and conveyed by the above March 30, 1976 Conveyance Document to Consolidated Rail Corporation.

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Jefferson County, Pennsylvania

Low Grade Secondary, Line Code 2324

ALL THAT CERTAIN property of the Grantor, being the line of railroad known as the Low Grade Secondary Track and identified as Line Code 2324 in the Recorder's Office of Jefferson County, Pennsylvania in Book 453 at page 352; being further described as follows:

EXTENDING from the County Line, the County of Clarion on the west and the County of Jefferson on the east at approximately Railroad Mile Post 27.8 as indicated on sheet 2 of 9 of aforesaid Exhibit "B", in a general easterly direction passing through the Townships of Beaver, Clover and Rose, City of Brookville, Townships of Pine Creek, Knox, Winslow, Town of Reynoldsville and Township of Washington to approximately Railroad Mile Post 62.2, being the County Line, the County of Jefferson on the west and the County of Clearfield on the east, as indicated on sheet 3 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-197, dated March 30, 1976 and recorded on November 17, 1978 in the Recorder's Office of Jefferson County, Pennsylvania, in Deed- Book Volume 453 at page 347&c., granted and conveyed unto Consolidated Rail Corporation.

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Clearfield County, Pennsylvania

Low Grade Secondary, Line Code 2324

ALL THAT CERTAIN property of the Grantor, being the line of railroad known as the Low Grade Secondary Track and identified as Line Code 2324 in the Recorder's Office of Clearfield County, Pennsylvania in Book 772 at page 426; being further described as follows:

EXTENDING from the County Line, the County of Jefferson on the west and the County of Clearfield on the east at approximately Railroad Mile Post 62.2 as indicated on sheet 3 of 9 of aforesaid Exhibit "B", in a general northeasterly direction passing through the Township of Sandy, Borough of DuBois, re-entering the Township of Sandy and the Township of Houston to approximately Railroad Mile Post 82.4, being the County Line, the County of Clearfield on the south and the County of Elk on the north, as indicated on sheet 4 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-185, dated March 30, 1976 and recorded on November 17, 1978 in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 772 at page 417&c., granted and conveyed unto Consolidated Rail Corporation.

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Elk County, Pennsylvania

Low Grade Secondary, Line Code 2324

ALL THAT CERTAIN property of the Grantor, being the line of railroad known as the Low Grade Secondary Track and identified as Line Code 2324 in the Recorder's Office of Elk County, Pennsylvania in Book 213 at page 1058; being further described as follows:

EXTENDING from the County Line, the County of Clearfield on the south and the County of Elk on the north at approximately Railroad Mile Post 82.4 as indicated on sheet 4 of 9 of aforesaid Exhibit "B", in a general northeasterly direction passing through the Townships of Jay and Bennezette to approximately Railroad Mile Post 101.3, being the County Line, the County of Elk on the west and the County of Cameron on the east, as indicated on sheet 5 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-191, dated March 30, 1976 and recorded on August 9, 1977 in the Recorder's Office of Elk County, Pennsylvania, in Deed Book Volume 213 at page 1052&c., granted and conveyed unto Consolidated Rail Corporation.

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Cameron County, Pennsylvania

Low Grade Secondary, Line Code 2324

ALL THAT CERTAIN property of the Grantor, being the line of railroad known as the Low Grade Secondary Track and identified as Line Code 2324 in the Recorder's Office of Cameron County, Pennsylvania in Book 91 at page 359; being further described as follows:

EXTENDING from the County Line, the County of Elk on the west and the County of Cameron on the east at approximately Railroad Mile Post 101.3 as indicated on sheet 5 of 9 of aforesaid Exhibit "B", in a general northeasterly direction to Railroad Station 0+74 at approximately Railroad Mile Post 110.0 at Driftwood, all in the Township of Gibson, the place of ENDING, as indicated on sheet 6 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-181, dated March 30, 1976 and recorded on September 6, 1978 in the Recorder's Office of Cameron County, Pennsylvania, in Deed Book Volume 91 at page 352&c., granted and conveyed unto Consolidated Rail Corporation.

THIS EXHIBIT "A" CONTAINS 8 PAGES. OF WHICH THIS IS PAGE 5 OF

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Clarion County, Pennsylvania

Clarion Running Track, Line Code 2341

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the J, F and C Branch (aka Clarion Running Track) and identified as Line Code 2341 in the Recorder's Office of Clarion County, Pennsylvania in Book 251 at page 549; being further described as follows:

BEGINNING at Railroad Station 1973+60 at approximately Railroad Mile Post 104.3 at Piney, in the Township of Piney as indicated on sheet 7 of 9 of aforesaid Exhibit "B"; thence in a general southeasterly direction passing through the Townships of Piney, Monroe and Limestone to approximately Railroad Mile Post 120.0, being the County Line, the County of Clarion on the west and the County of Jefferson on the east, as indicated on sheet 8 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-184, dated March 30, 1976 and recorded on August 2, 1977 in the Recorder's Office of Clarion County, Pennsylvania, in Deed Book Volume 251 at page 540&c., granted and conveyed unto Consolidated Rail Corporation.

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Jefferson County, Pennsylvania

Clarion Running Track, Line Code 2341

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the J F and C Branch (aka Clarion Running Track) and identified as Line Code 2341 in the Recorder's Office of Jefferson County, Pennsylvania in Book 453 at page 354; being further described as follows:

EXTENDING from the County Line, the County of Clarion on the west and the County of Jefferson on the east, at approximately Railroad Mile Post 120.0, as indicated on sheet 8 of 9 of aforesaid Exhibit "B", in a general easterly direction passing through the Townships of Clover and Rose to Railroad Station 3223+86 at approximately Railroad Mile Post 128.0 at Rose, in the City of Brookville, the place of ENDING, as indicated on sheet 9 of 9 of aforesaid Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-197, dated March 30, 1976 and recorded on November 17, 1978 in the Recorder's Office of Jefferson County, Pennsylvania, in Deed Book Volume 453 at page 347&c., granted and conveyed unto Consolidated Rail Corporation.

THIS EXHIBIT "A" CONTAINS 8 PAGES, OF WHICH THIS IS PAGE 7 OF 8.

CASE NO. 70185

DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "A"

Armstrong County, Pennsylvania

Bostonian Branch

AND the said Grantor does insofar as its right, title and interest permits it so to do, does remise, release and quitclaim unto the said Grantee, all its right, title and interest, if any, to the Bostonian Branch

BEGINNING at the County Line, the County of Clarion on the north and the County of Armstrong on the south, as indicated on sheet 1 of 2 of Exhibit "C" hereof; thence extending in a general southerly direction for approximately 1.5 miles to the place of ENDING, as indicated on sheet 2 of 2 of Exhibit "C" hereof, all in the Township of Mahoning.

CASE NO. 70185

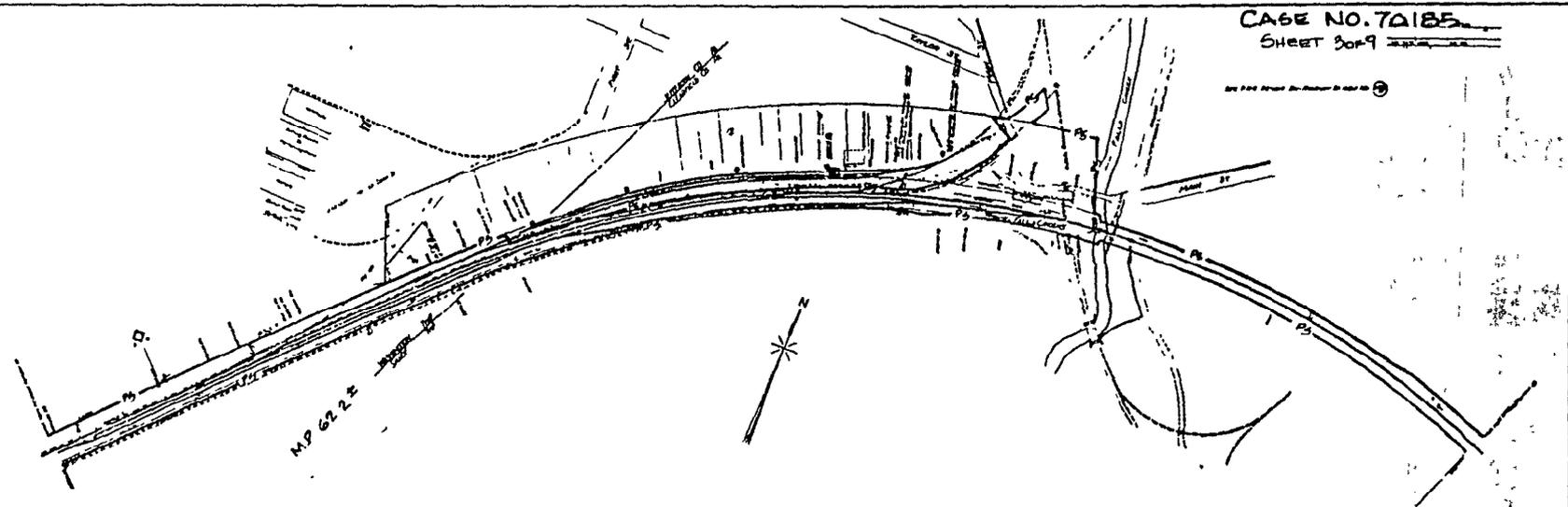
DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "B"

MAP ADDENDUM

THIS EXHIBIT "B" CONTAINS 9 MAPS.

CASE NO. 70185
SHEET 2049



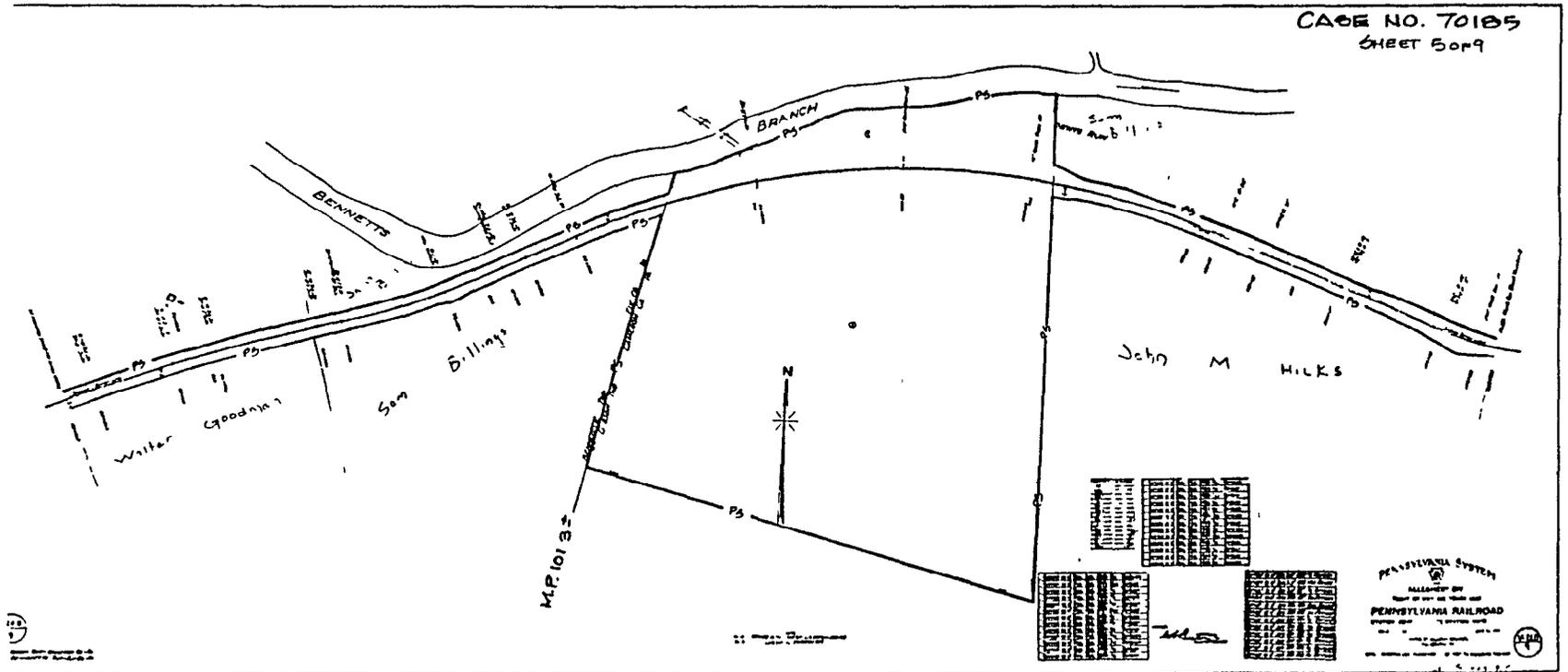
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DEPT. OF CIVIL ENGINEERING
PENNSYLVANIA RAILROAD
OFFICE OF THE CHIEF ENGINEER
PHILADELPHIA, PA.
REVISION NO. 1000

1000

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CASE NO. 70185
SHEET 5 OF 9

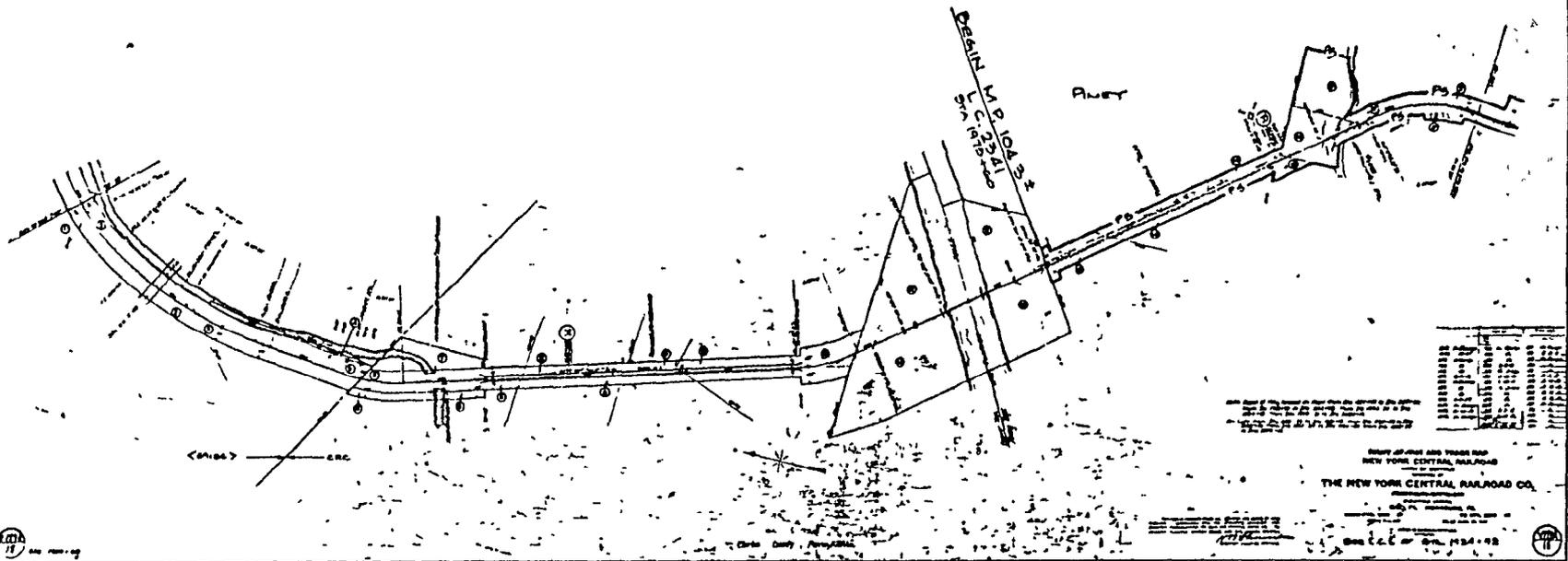


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PENNSYLVANIA RAILROAD
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CASE NO. 70185
SHEET 7 of 9

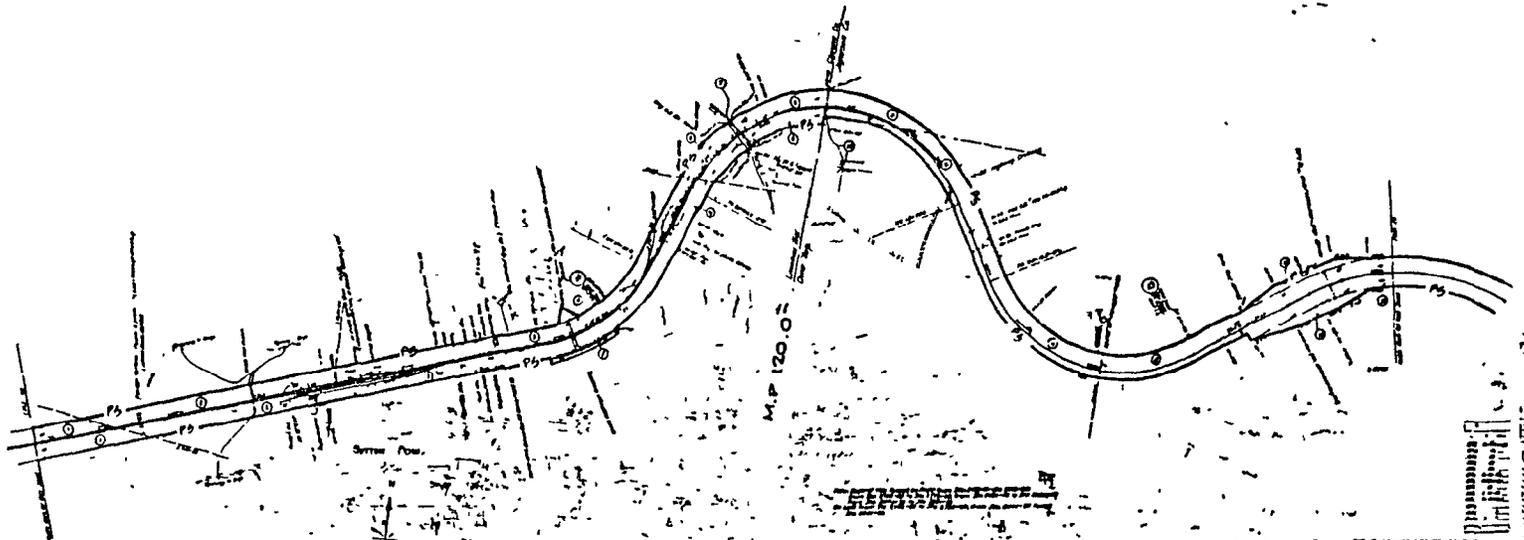


THE NEW YORK CENTRAL RAILROAD CO.

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CASE NO. 70185
SHEET B OF 9

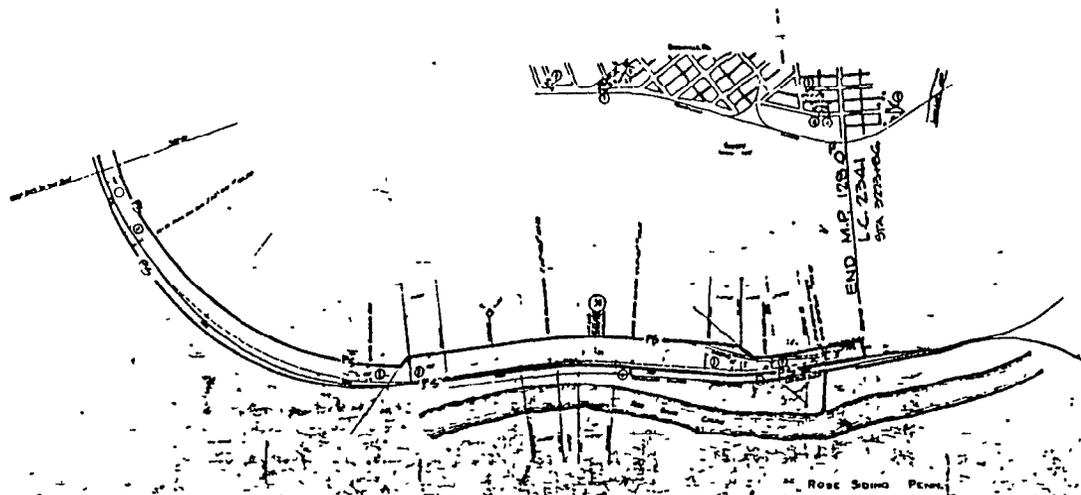


THE NEW YORK CENTRAL RAILROAD CO.

22

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CASE NO. 70185
SHEET 9 OF 9



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THE NEW YORK CENTRAL RAILROAD CO.

517

517

CASE NO. 70185

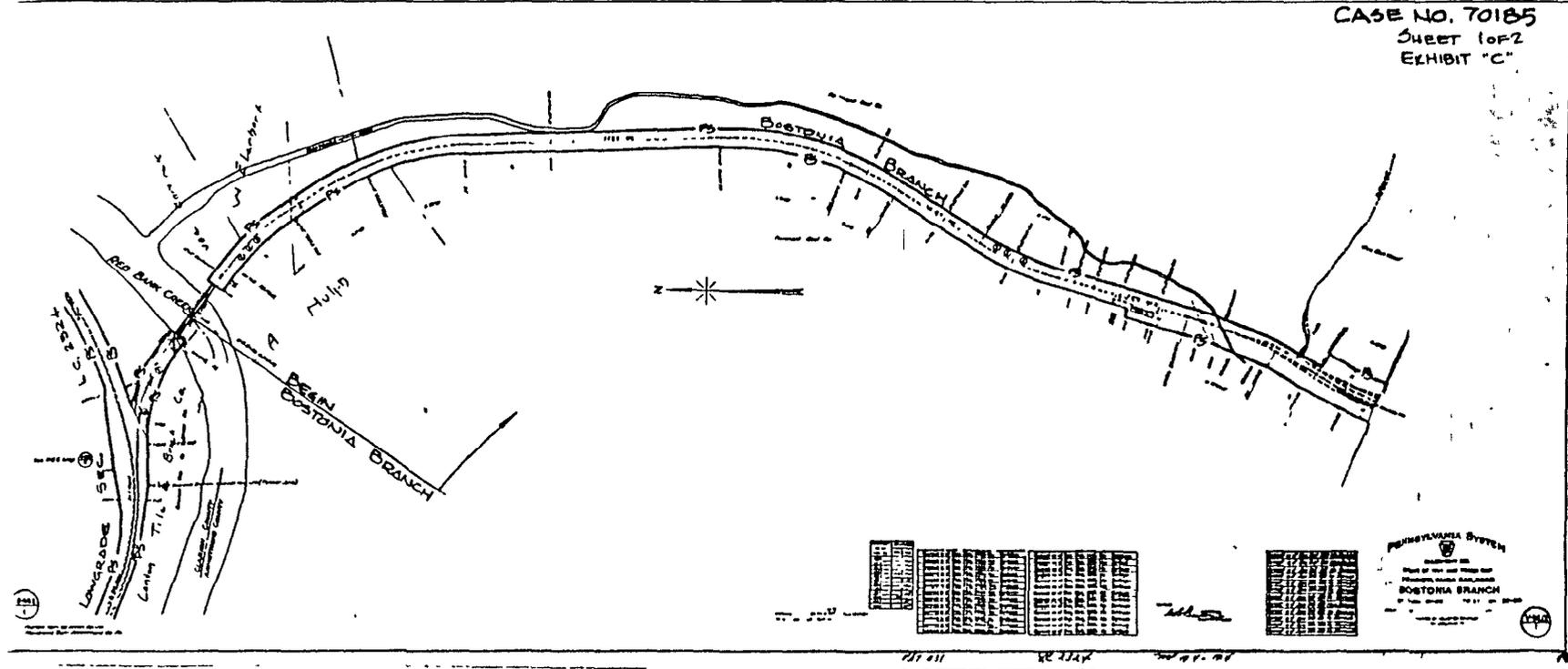
DEED TO
MOUNTAIN LAUREL RAILROAD COMPANY

EXHIBIT "C"

MAP ADDENDUM

THIS EXHIBIT "C" CONTAINS 2 MAPS.

CASE NO. 70185
 SHEET 1 OF 2
 EXHIBIT "C"



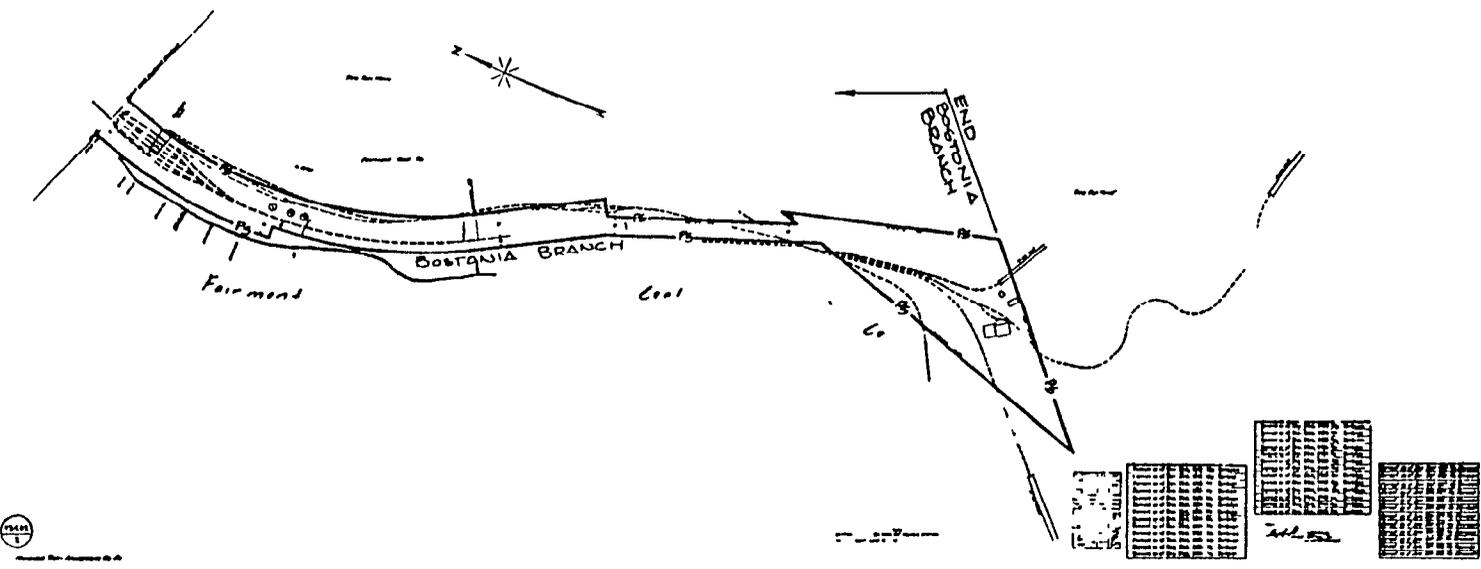
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PHILADELPHIA SYSTEM
 BOSTONIA BRANCH

12

CASE NO. 70185
SHEET 2 OF 2
EXHIBIT "C"



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PENNSYLVANIA SYSTEM
DIVISION OF
PHILADELPHIA DISTRICT
BOSTONIA BRANCH



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