

RECORDATION NO. 11524-D-E FILED

SLOVER & LOFTUS

ATTORNEYS AT LAW

1224 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

SEP 30 '99

1-30PM

WILLIAM L. SLOVER
C. MICHAEL LOFTUS
DONALD G. AVERY
JOHN H. LE SEUR
KELVIN J. DOWD
ROBERT D. ROSENBERG
CHRISTOPHER A. MILLS
FRANK J. PERGOLIZZI
ANDREW B. KOLESAR III
PETER A. PROHL
DANIEL M. JAFFE

TELEPHONE:
(202) 347-7170

FAX:
(202) 347-3619

WRITER'S E-MAIL:

abk@sloverandloftus.com

September 30, 1999

VIA HAND DELIVERY

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Suite 700
1925 K Street, N.W.
Washington, D.C. 20423-0001

Re: Recordation Pursuant to 49 U.S.C. § 11301

Dear Mr. Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11301 please find three original counterparts of each of two Assignment and Assumption Agreements (the "Agreements"). Each of the Agreements is a secondary document under 49 C.F.R. § 1177.1(b). The primary documents with which these Agreements are associated is recorded at Recordation No. 11524.

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

Agreement #1: Assignment and Assumption of Equipment Lease

Assignor: Winifrede Railroad Company
Suite 100
One Carbon Center
Chesapeake, WV 25315

Assignee: Kanawha Rail Corp.
405 Capitol Street
Suite 307
Charleston, WV 25301-1727

James Steedman

The Hon. Vernon A. Williams
September 30, 1999
Page 2

Agreement #2: Assignment and Assumption of
Guaranty Agreement

Assignor: Carbon Industries, Inc.
Suite 100
One Carbon Center
Chesapeake, WV 25315

Assignee: Penn Virginia Corporation
One Radnor Corporate Center
Suite 200
100 Mantsford Road
Radnor, PA 19087

A fee of \$52.00 is enclosed. Please return all extra
copies of the Agreements to:

Andrew B. Kolesar III
Slover & Loftus
1224 Seventeenth St., N.W.
Washington, D.C. 20036

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

Agreement #1: Assignment and Assumption of
Equipment Lease

An Assignment and Assumption of rights
and obligations under an Equipment Lease
dated as of January 15, 1980 between The
Connecticut Bank and Trust Company and the
Winifrede Railroad Company.

Agreement #2: Assignment and Assumption of
Guaranty Agreement

An Assignment and Assumption of rights
and obligations under a Guaranty Agreement
dated as of January 15, 1980 by and among
Carbon Industries, Inc., Pennsylvania Glass
Sand Corporation, The Connecticut Bank and
Trust Company, Aetna Life Insurance Company,
and First Security Bank of Utah, N.A.

The Hon. Vernon A. Williams
September 30, 1999
Page 3

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Andrew B. Kolesar III". The signature is written in dark ink and includes a stylized flourish at the end.

Andrew B. Kolesar III
An Attorney for Penn Virginia
Corporation and Kanawha
Rail Corp.

Enclosures

SEP 30 '99

1-30PM

ASSIGNMENT AND ASSUMPTION AGREEMENTEQUIPMENT LEASE

This Assignment and Assumption Agreement is entered into as of the 21ST day of SEPTEMBER, 1999, between WINIFREDE RAILROAD COMPANY, a West Virginia corporation with its principal place of business located at Suite 100, One Carbon Center, Chesapeake, West Virginia 25315 ("Assignor"), and KANAWHA RAIL CORP., a Virginia corporation with its principal place of business located at 405 Capitol Street, Suite 307, Charleston, WV 25301-1727 ("Assignee").

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement dated as of July 1, 1999 (the "Agreement") providing for the assignment, sale and transfer by Assignor to Assignee of all or substantially all of the assets of Assignor, including that certain Equipment Lease dated as of January 15, 1980 between The Connecticut Bank and Trust Company, as Trustee, and Assignor (the "Lease"); and

WHEREAS, Assignor and Assignee desire to effectuate the assignment, sale and transfer to Assignee of all of Assignor's right, title and interest in, to and under the Lease;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge:

1. Assignment of Rights. Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Lease.
2. Assumption of Liabilities. Assignee does hereby expressly assume all liabilities, obligations and responsibilities of Assignor under the Lease for any obligation with respect to which timely performance is due after Closing (as defined in the Agreement).
3. Miscellaneous. This Assignment and Assumption Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties. This Assignment and Assumption Agreement shall be interpreted and construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Assignment and Assumption Agreement on the date and year first above written.

WINIFREDE RAILROAD COMPANY
a West Virginia corporation

By: James L. Corsaro
James L. Corsaro
President and
Principal Executive Officer

KANAWHA RAIL CORP.
a Virginia corporation

By: Steven W. Tholen
Steven W. Tholen
President

Beverly M. Smith
Sworn to and subscribed before me
this 27 day of Sept 19 99

Notarial Seal
Beverly M. Smith, Notary Public
Philadelphia, Philadelphia County
My Commission Expires March 5, 2001

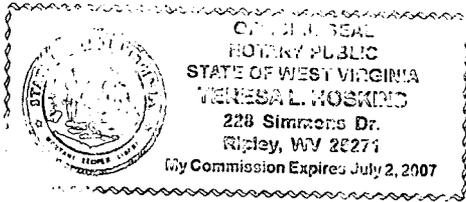
everyone/it/equipmentlease

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 23 day of September, 1999, by James L. Corsaro, President of WINIFREDE RAILROAD COMPANY, a West Virginia corporation, on behalf of the Corporation.

My commission expires July 2, 2007.



Teresal Hoskins
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Steven W. Tholen, President of KANAWHA RAIL CORP., a Virginia corporation, on behalf of the Corporation.

My commission expires _____.

Notary Public