

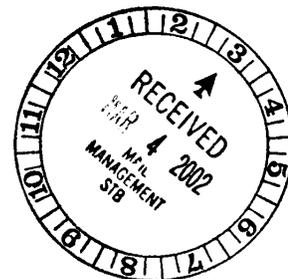
RECORDATION NO. 22455-C FILED

BINGHAM DANA

MAR 1 5 02 11:43 AM

SURFACE TRANSPORTATION BOARD

March 1, 2002



VIA FEDEX

Bingham Dana LLP
150 Federal Street
Boston, MA
02110-1726

Vernon A. Williams, Secretary
Surface Transportation Board
195 K Street, N.W., Suite 704
Washington, D.C. 20423

T 617.951.8000
F 617.951.8736

www.bingham.com

Boston
New York
Washington
Los Angeles
Hartford
London
Singapore

Dear Sir:

Enclosed for recording with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the United States Code are one signed original and one copy of the fully executed, notarized Instrument of Adherence (US Security Agreement), dated as of February 22, 2002. This document is a secondary document to the Security Agreement, dated as of August 17, 1999, and should be recorded under Recordation Number 22455.

This document is an Instrument of Adherence (US Security Agreement), dated as of February 22, 2002, by and among each of **EMONS TRANSPORTATION GROUP, INC.**, a Delaware corporation, **EMONS FINANCE CORP.**, a Delaware corporation, **EMONS LOGISTICS SERVICES, INC.**, a Delaware corporation, **EMONS INDUSTRIES, INC.**, a New York corporation, **EMONS RAILROAD GROUP, INC.**, a Delaware corporation, **MAINE INTERMODAL TRANSPORTATION, INC.**, a Delaware corporation, **PENN EASTERN RAIL LINES, INC.**, a Delaware corporation, **ST. LAWRENCE & ATLANTIC RAILROAD COMPANY**, a Delaware corporation, **SLR LEASING CORP.**, a Delaware corporation, **YORK RAILWAY COMPANY**, a Delaware corporation, **YORKRAIL, LLC**, a Delaware limited liability company, and **MARYLAND AND PENNSYLVANIA RAILROAD, LLC**, a Delaware limited liability company (each individually referred to therein as a "New US Company") and **FLEET NATIONAL BANK** (formerly known as BankBoston, N.A.), as Administrative Agent for the Banks referred to therein (in such capacity, the "Administrative Agent"), covering each New US Company's motor vehicles, rolling stock, locomotives and railcars, and maintenance of way equipment now owned or hereafter acquired and certain other properties and rights of each New US Company. A description of each New US Company's motor vehicles, rolling stock, locomotives and railcars, and maintenance of way equipment is attached to the Instrument of Adherence (US

Vernon A. Williams, Secretary
March 1, 2002
Page 2

Security Agreement) as each New US Company's Schedule 1, Schedule 2 and Schedule 3, as the same may be revised from time to time, but the property covered by the Instrument of Adherence (US Security Agreement) is not limited to that listed on each New US Company's Schedule 1, Schedule 2 and Schedule 3.

Brigham Dale LLC
www.brighamdale.com

The names and addresses of the parties to the Instrument of Adherence (US Security Agreement) are listed on Appendix A attached hereto. Please cross-index this Instrument of Adherence (US Security Agreement) against each New US Company listed on Appendix A.

Included in the property covered by the aforesaid Instrument of Adherence (US Security Agreement) are motor vehicles, rolling stock, railroad cars, locomotives and railcars, and maintenance of way equipment intended for use related to interstate commerce, or interests therein, owned and leased by each New US Company at the date of said Instrument of Adherence (US Security Agreement) or thereafter acquired by each New US Company or its successors.

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

"An Instrument of Adherence (US Security Agreement) dated as of February 22, 2002, by and among **EMONS TRANSPORTATION GROUP, INC.**, a Delaware corporation, **EMONS FINANCE CORP.**, a Delaware corporation, **EMONS LOGISTICS SERVICES, INC.**, a Delaware corporation, **EMONS INDUSTRIES, INC.**, a New York corporation, **EMONS RAILROAD GROUP, INC.**, a Delaware corporation, **MAINE INTERMODAL TRANSPORTATION, INC.**, a Delaware corporation, **PENN EASTERN RAIL LINES, INC.**, a Delaware corporation, **ST. LAWRENCE & ATLANTIC RAILROAD COMPANY**, a Delaware corporation, **SLR LEASING CORP.**, a Delaware corporation, **YORK RAILWAY COMPANY**, a Delaware corporation, **YORKRAIL, LLC**, a Delaware limited liability company, and **MARYLAND AND PENNSYLVANIA RAILROAD, LLC**, a Delaware limited liability company, and **FLEET NATIONAL BANK**, as Administrative Agent, as the secured party, covering each New US Company's motor vehicles, rolling stock, locomotive, railcars, maintenance of way equipment and all other properties and rights of each New US Company, and making each New US Company a party to a certain Security Agreement with Recordation No. 22455."

Vernon A. Williams, Secretary
March 1, 2002
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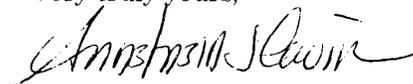
Also please find enclosed check number 1302 in the amount of \$28.00, payable to the Surface Transportation Board, to cover the recording fee prescribed by the Board in its rules and regulations.

Bingham Dena LLP
www.bingham.com

Please acknowledge receipt of the enclosed documents by stamping and returning in the enclosed self-addressed prepaid federal express package, the enclosed copy of this letter together with the Instrument of Adherence (US Security Agreement) as filed.

If you have any questions with respect to the enclosed documents, please call Cynthia Barnett collect at (617) 951-8539 or me at (617) 951-8506.

Very truly yours,



Anastasia J. Caviris

Enclosures

cc: Cynthia F. Barnett, Esq.
(without copies of enclosures)

APPENDIX A

New US Company:

Emons Transportation Group, Inc.
96 South George Street
York, PA 17401

Bingham Dana LLP
150 Federal Street
Boston, MA
02110-1726

Emons Finance Corp.
300 Delaware Avenue
Suite 900
Wilmington, DE 19801

T 617.951.8000
F 617.951.8736

Emons Logistics Services, Inc.
96 South George Street
York, PA 17401

www.bingham.com

Boston
New York
Washington
Los Angeles
Hartford
London
Singapore

Emons Industries, Inc.
96 South George Street
York, PA 17401

Emons Railroad Group, Inc.
96 South George Street
York, PA 17401

Maine Intermodal Transportation, Inc.
96 South George Street
York, PA 17401

Penn Eastern Rail Lines, Inc.
96 South George Street
York, PA 17401

St. Lawrence & Atlantic Railroad Company
96 South George Street
York, PA 17401

SLR Leasing Corp.
96 South George Street
York, PA 17401

York Railway Company
96 South George Street
York, PA 17401

Appendix A
March 1, 2002
Page 2

Yorkrail, LLC
96 South George Street
York, PA 17401

Bingham Data LLP
www.bingham.com

Maryland and Pennsylvania Railroad, LLC
96 South George Street
York, PA 17401

Secured Party:

Fleet National Bank, as Administrative Agent
100 Federal Street
Boston, MA 02110

[EXECUTION COPY]

INSTRUMENT OF ADHERENCE
(US SECURITY AGREEMENT)

RECORDATION NO. 22455-C FILED

MAY 15 2002

11-43 AM

Dated as of February 22, 2002

SURFACE TRANSPORTATION BOARD

To: The Administrative Agent and the Banks who are parties to the Credit Agreement (as such terms are defined below):

Reference is hereby made to the US Security Agreement (the "Security Agreement") dated as of August 17, 1999 as amended among (a) Genesee & Wyoming Inc. (the "US Borrower"), Allegheny & Eastern Railroad, Inc., Bradford Industrial Rail, Inc., Buffalo & Pittsburgh Railroad, Inc., Carolina Coastal Railway, Inc., Commonwealth Railway, Inc., Corpus Christi Terminal Railroad, Inc., Dansville and Mount Morris Railroad Company, Genesee and Wyoming Railroad Company, Genesee & Wyoming Railroad Services, Inc., Golden Isles Terminal Railroad, Inc., GWI Canada, Inc., GWI Leasing Corporation, GWI Rail Management Corporation, Illinois & Midland Railroad, Inc., Louisiana & Delta Railroad, Inc., Pittsburg & Shawmut Railroad, Inc., Portland & Western Railroad, Inc., Rail Link, Inc., Rochester & Southern Railroad, Inc., Savannah Port Terminal Railroad, Inc., South Buffalo Railway Company, Talleyrand Terminal Railroad Company, Inc. and Willamette & Pacific Railroad, Inc. (each, a "US Restricted Subsidiary" and collectively, the "US Restricted Subsidiaries") (the US Borrower and each of the above US Restricted Subsidiaries hereinafter referred to individually as an "Existing US Company" and collectively as the "Existing US Companies"), and (b) Fleet National Bank, as Administrative Agent for itself and other financial institutions (hereinafter, collectively, the "Banks") which are or may become parties to that certain Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of August 17, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and among the US Borrower, Quebec Gatineau Railway Inc., the Guarantors named therein, the Banks and the Administrative Agent.

Each of Emons Transportation Group, Inc., Emons Finance Corp., Emons Logistics Services, Inc., Emons Industries, Inc., Emons Railroad Group, Inc., Maine Intermodal Transportation, Inc., Penn Eastern Rail Lines, Inc., St. Lawrence & Atlantic Railroad Company, SLR Leasing Corp., York Railway Company, Yorkrail, LLC, and Maryland and Pennsylvania Railroad, LLC (each individually referred to herein as a "New US Company"), hereby acknowledges, and represents and warrants, the following: (i) the undersigned is a corporation incorporated on or prior to the date hereof or a limited liability company formed on or prior to the date hereof; (ii) as of the date hereof the undersigned has become a Guarantor under the Credit Agreement pursuant to and in accordance with the Instrument of Adherence (Guaranty) dated as of the date hereof (the "Instrument") and is subject to and bound by all of the terms, conditions and covenants thereof; (iii) the undersigned is jointly and severally liable, together with the Existing US Companies, for the payment and performance of all Obligations of the Borrowers under the

Credit Agreement; (iv) it is a condition precedent to the Sixth Amendment and Consent to the Credit Agreement that each New US Company execute and deliver to the Administrative Agent, for the benefit of the Banks and the Agents, this instrument of adherence; and (v) each such New US Company wishes to grant security interests in favor of the Administrative Agent, for the benefit of the Banks and the Agents, as herein provided and to become a party to the Security Agreement.

Each New US Company by its execution of this Instrument of Adherence hereby joins the Security Agreement and becomes a party thereto for all purposes thereof as if an original signatory thereto. Each New US Company further covenants and agrees that by its execution hereof it shall be bound by and shall comply with all terms and conditions of the Security Agreement, and thereby and hereby grants to the Administrative Agent, for the benefit of the Banks and the Agents, to secure the payment and performance in full of all of the Obligations (including the Canadian Obligations), a security interest in and so pledges and assigns to the Administrative Agent, for the benefit of the Banks and the Agents, the following properties, assets and rights of such New US Company, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"):

All personal and fixture property of every kind and nature including, without limitation, all goods, accounts, including all accounts receivable, deposit accounts, supporting obligations, contract rights, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), all rights of the New US Company under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, all rights of the New US Company under any leases pursuant to which the New US Company leases any rolling stock, locomotives or other rail cars, of every kind and description, to any other person, all licenses, permits, agreements of any kind or nature pursuant to which the New US Company possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the New US Company, all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics, all rights to the payment of money including without limitation tax refund claims, insurance refund claims and all other insurance claims and proceeds, commercial tort claims, chattel paper (whether paper or electronic), documents, instruments (including promissory notes), general intangibles (including all payment intangibles), all certificated and uncertificated securities and other investment property (other than the stock of the Unrestricted Subsidiaries), together with all income therefrom, increases thereunder and proceeds thereof, patents, patent applications, trademarks, trademark applications, tradenames, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, books and records, furniture, fixtures, motor vehicles of every kind and description including, without limitation, the motor vehicles described on Schedule 1 attached hereto, and all related equipment, parts and accessories with respect thereto (including, without limitation, tires and parts, whether now owned or hereafter acquired), and all

substitutions and replacements therefor, rolling stock, locomotives and all other rail cars of every kind and description, including, without limitation, the rolling stock, locomotives and rail cars described on Schedule 2 attached hereto, rail, ties and capital improvements thereon, equipment (including any accessions thereto), all maintenance of way equipment, including, without limitation, the maintenance of way equipment having an original value of greater than \$50,000 which is described on Schedule 3 attached hereto, inventory and all other capital assets and raw materials.

Each New US Company has delivered to the Administrative Agent a duly completed Perfection Certificate in the form prescribed by the Security Agreement, and represents and warrants that the matters set forth in such Perfection Certificate are true and correct in all material respects. Each New US Company further covenants and agrees that by its execution hereof it shall provide all such information, complete all such forms and, take all such actions, and enter into all such agreements, in form and substance reasonably satisfactory to the Administrative Agent that are reasonably deemed necessary by the Administrative Agent in order to grant a valid, first-priority perfected security interest to the Administrative Agent and the Banks in all of the assets of the undersigned securing the Obligations.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours.

EMONS FINANCE CORP.

By: *Joan L. Dobrzynski*
Name: JOAN L. DOBRZYNSKI
Title: VICE PRESIDENT

COMMONWEALTH/STATE OF DELAWARE)
COUNTY OF NEW CASTLE)

ss.

On this 22nd day of FEBRUARY, 2002 before me personally appeared JOAN DOBRZYNSKI, to me personally known, who, being by me duly sworn, says that he/she is the VICE PRESIDENT of Emons Finance Corp.; and, that, being duly authorized, he/she did execute the foregoing Instrument of Adherence for and on behalf of said corporation; and that and he/she acknowledges the execution of the foregoing instrument as the free act and deed of said corporation.

Karen M. Humphrey
Notary Public
My commission expires:

KAREN M. HUMPHREY
Notary Public, State of Delaware
My Commission Expires August 26, 2005

Very truly yours,

EMONS RAILROAD GROUP, INC.

By: 
Name: Mark W. Hastings
Title: Vice President

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 22nd day of February, 2002 before me personally appeared Mark W. Hastings, to me personally known, who, being by me duly sworn, says that he/she is the **Vice President** of Emons Railroad Group, Inc.; and, that, being duly authorized, he/she did execute the foregoing Instrument of Adherence for and on behalf of said corporation; and that and he/she acknowledges the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires:

**VIRGINIA M. REEVES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2003**

Very truly yours,

SLR LEASING CORP.

By: 
Name: Mark W. Hastings
Title: Vice President

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 22nd day of February, 2002 before me personally appeared Mark W. Hastings, to me personally known, who, being by me duly sworn, says that he/she is the **Vice President** of SLR Leasing Corp.; and, that, being duly authorized, he/she did execute the foregoing Instrument of Adherence for and on behalf of said corporation; and that and he/she acknowledges the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
My commission expires:

**VIRGINIA M. REEVES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2003**

Very truly yours,

YORK RAILWAY COMPANY

By: 
Name: Mark W. Hastings
Title: Vice President

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 22nd day of February, 2002 before me personally appeared Mark W. Hastings, to me personally known, who, being by me duly sworn, says that he/she is the **Vice President** of York Railway Company; and, that, being duly authorized, he/she did execute the foregoing Instrument of Adherence for and on behalf of said corporation; and that and he/she acknowledges the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires:

VIRGINIA M. REEVES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2003

ACCEPTED BY:

FLEET NATIONAL BANK, as Administrative Agent

By: 
Name: David J. Doucette
Title: Vice President

[EXECUTION COPY]

Schedule 1 - Emons Transportation Group, Inc.

Motor Vehicles

State	Type	Year	Condition	Mileage
PA	1GCCT19Z2M8116870 - Chev S-10 Pick	1991		

Schedule 2 - Emons Transportation Group, Inc.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Emons Transportation Group, Inc.

Maintenance of Way Equipment

None

Schedule 1 - Emons Finance Corp.

Motor Vehicles

None

Schedule 2 - Emons Finance Corp.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Emons Finance Corp.

Maintenance of Way Equipment

None

Schedule 1 - Emons Logistics Services, Inc.

Motor Vehicles

None

Schedule 2 - Emons Logistics Services, Inc.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Emons Logistics Services, Inc.

Maintenance of Way Equipment

None

Schedule 1 - Emons Industries, Inc.

Motor Vehicles

None

Schedule 2 - Emons Industries, Inc.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Emons Industries, Inc.

Maintenance of Way Equipment

None

Schedule 1 - Emons Railroad Group, Inc.

Motor Vehicles

None

Schedule 2 - Emons Railroad Group, Inc.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Emons Railroad Group, Inc.

Maintenance of Way Equipment

None

Schedule 1 - Maine Intermodal Transportation, Inc.

Motor Vehicles

None

Schedule 2 - Maine Intermodal Transportation, Inc.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Maine Intermodal Transportation, Inc.

Maintenance of Way Equipment

None

Schedule 1 - Penn Eastern Rail Lines, Inc.

Motor Vehicles

State	Type	Year	Condition	Mileage
PA	CPL3283320709 – Chev Truck	1978		
N/A	D0532HHB13951 – Dump Truck (for hi-railing only)	1978		
PA	1GDFP3218F3510212 – GMC Utility Truck w/Hi- rail Gear	1985		

Schedule 2 - Penn Eastern Rail Lines, Inc.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Penn Eastern Rail Lines, Inc.

Maintenance of Way Equipment

Unit #	Type	Year	Condition
5195	5TM Trackmobile	1976	
SPD-10327	Pettibone Speeding Swing hy-Rail Brush Cutter	1976	

Schedule 1 - St. Lawrence & Atlantic Railroad Company

Motor Vehicles

State	Type	Year	Condition	Mileage
N/A	8737000 – Case Bckhoe Model 580D	1974		
ME	8349 – Galion Tractor	1978		
ME	8472 – Galion Tractor	1978		
N/A	354511 – John Deere Backhoe	1980		
ME	1GBL7D1G3HV110964 – Chev Dump Truck	1987		
ME	1FTHT25H5HHA52511 – Ford F250 Pickup	1987		
ME	1GTGC24K7KE523731 – GMC 1 Ton w/Tool Box	1989		
ME	1G4HP54C5LH485729 – Buick LeSabre	1990		
ME	1GKCT1824M8537012 – Chev Jimmy	1991		
ME	1FMEU15N7PLA02529 – Ford Bronco	1993		
NH	1GCGC24F5RE158852 – Chev Pickup	1993		
ME	1GHDT13W3R2101699 – Chev Blazer	1994		
ME	2GCEK19K8S1272684 – Chev Cab Pickup Truck	1995		
ME	1FMEU15H3SLC10586 – Ford Bronco	1995		
NH	2FTHF26H9TCA38222 – Ford F-250 XL Pickup Truck	1996		
ME	1GCCS14481K152272 – Chev S-10 Pickup Truck	1996		
NH	1GCCT14WXTK168245 – Chev S-10 4x4 Pickup	1996		
ME	1GCGC33ROVE017712 – Chev Crew Cab	1997		
ME	1GCDT14X8W8178240 – Chev S10 4 Wh. Dr.	1998		
ME	1GCGC33R4WF010649 – Chev Crew Cab ¾ T	1998		
ME	1GCCS1444WK242300 –	1998		

	Chev Pickup			
State	Type	Year	Condition	Mileage
ME	2GCEK19R4W1264472 – Chev Truck	1998		
NH	1GCGC33R1XF074486 – Chev Crew Cab	1999		
ME	1GBHK23U41F194462 – Chev Silverado Truck (Crew Cab)	2001		
VT	1GBHK23U91F196868 – Chev Silverado Truck (Crew Cab)	2001		
ME	1FMZU77E61UC38544 – Ford Explorer	2001		

St. Lawrence & Atlantic Railroad Company, Motor Vehicles, continued

Schedule 2 - St. Lawrence & Atlantic Railroad Company

Rolling Stock, Locomotives and Railcars

Unit #	Type	Built	Condition	Last Rebuild
SLR 50	EMD GP9 Loco	1956	Fair	Unknown
SLR 58	EMD GP9 Loco	1956	Fair	Unknown
SLR 60	EMD GP9 Loco	1954	Fair	Unknown
SLR 62	EMD GP9 Loco	1956	Fair	Unknown
SLR 64	EMD GP9 Loco	1956	Fair	Unknown
SLR 68	EMD GP9 Loco	1956	Fair	Unknown
SLQ 3501	Alco M420 Loco	1973	Poor	Unknown
SLQ 3505	Alco M420 Loco	1973	Poor	Unknown
SLQ 3512	Alco M420 Loco	1973	Poor	Unknown
SLQ 3516	Alco M420 Loco	1973	Poor	Unknown
SLQ 3517	Alco M420 Loco	1973	Poor	Unknown
SLQ 3519	Alco M420 Loco	1973	Poor	Unknown
SLQ 3562	Alco M420 Loco	1974	Poor	Unknown
SLQ 3569	Alco M420 Loco	1973	Poor	Unknown
SLQ 3573	Alco M420 Loco	1973	Poor	Unknown
SLQ 3578	Alco M420 Loco	1973	Poor	Unknown
SLQ 3579	Alco M420 Loco	1973	Poor	Unknown
SLRX 1	Jordan Spreader	Unknown	Good	Unknown
SLRX 4	70 Ton Coal Car	Unknown	Good	Unknown
SLRX 5	70 Ton Coal Car	Unknown	Good	Unknown
SLRX 6	70 Ton Coal	Unknown	Good	Unknown

	Car			
Unit #	Type	Built	Condition	Last Rebuild
SLRX 3	70 Ton Rock Car	Unknown	Good	Unknown
SLRX 7	70 Ton Rock Car	Unknown	Good	Unknown
SLRX 8	70 Ton Rock Car	Unknown	Good	Unknown
SLRX 10	40' Flat Car	Unknown	Good	Unknown
SLRX 11	40' Flat Car	Unknown	Good	Unknown
SLRX 9	100 Ton Gondola	Unknown	Good	Unknown
SLRX 12	70 Ton Gondola	Unknown	Good	Unknown
SLRX 13	30 Ton Air Dump	Unknown	Good	Unknown
SLRX 14	30 Ton Air Dump	Unknown	Good	Unknown
SLRX 15	30 Ton Air Dump	Unknown	Good	Unknown
FLRX 015	Wedge Snow Plow	1923	Good	Unknown

St. Lawrence & Atlantic Railroad Company Rolling Stock, Locomotives & railcars,
continued

Schedule 3 - St. Lawrence & Atlantic Railroad Company

Maintenance of Way Equipment

Unit #	Type	Year	Condition
	Case 300 Loader/Backhoe & Trailer		
	Fairmont Tamper Model EAS-JD	1976	
	Mobark Eager Beaver Chipper		
	(1) Kershaw Tie Crane 12-2		
	(1) Kershaw Tie Crane 12-2		
	Kershaw BR525 Ballest Regulator Model 26-2	1974	
	Canron MBTX Tie Inserter/Remover	1991	
	BEB-17 Ballest Regulator	1978	
	Ingersoll Rand Air Compressor		
	Nordberg Hydraspiker		
	Case Tempco Bushwacker !!, 5130	1991	
	Yale P80A Hyster Forklift		

Schedule 1 - SLR Leasing Corp.

Motor Vehicles

None

Schedule 2 - SLR Leasing Corp.

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - SLR Leasing Corp.

Maintenance of Way Equipment

None

Schedule 1 - York Railway Company

Motor Vehicles

State	Type	Year	Condition	Mileage
N/A	675696 - Canron Mark I Tamper	1976		
N/A	8979075 - Case Backhoe	1978		
N/A	42181 - Trailer	1986		
PA	1GCGR23K1JJ125095 - Chev Crew Cab	1988		
PA	1GBL7D1E6LV101758 - Chev C-70	1990		
PA	1GTGC24KXNE521167 - GMC Truck	1992		
PA	2GCEG25Z1P4108970 - Chev Truck	1993		
PA	1GNNDT13XP2212358 - Chev S-10 Blazer	1993		
PA	1GCG29K3RE159617 - Chev ¾ T Pickup	1994		
PA	1JK0DT200RA100127 - Interst. Tagalong Trailer	1994		
PA	JJG0190423 - Case Backhoe	1995		
PA	1GBHC34M1DV111548 - Chev Truck	1983		
PA	1GDGC24K2NE521949 - GMC Truck	1992		
PA	187FD14M8D5473527 - Dodge ½ T Pickup Truck	1983		
PA	1GTGC33K9NJ708737 - GMC Truck	1992		

Schedule 2 - York Railway Company

Rolling Stock, Locomotives and Railcars

Unit #	Type	Built	Condition	Last Rebuild
YKR 1600	EMD GP16 Loco	1981	Good	1981
YKR 1604	EMD GP16 Loco	1981	Poor	1981
YKR 1606	EMD GP16 Loco	1981	Good	1981
YKR 1602	EMD GP16 Loco	1981	Good	1981
YKR 1752	EMD GP9 Loco	1956	Good	
YKR 1754	EMD GP9 Loco	1956	Good	
YKR 1756	EMD GP9 Loco	1956	Poor	
MPA 82	EMD SW9 Loco	1951	Poor	
MPA 84	EMD SW9 Loco	1952	Good	
YKR 1500	EMD CF7 Loco	1978	Good	Engine Installed 12/01
MPA 1502	EMD CF7 Loco	1978	Good	Engine Rebuilt 8/01
MPA 1504	EMD CF7 Loco	1977	Good	
MPA 1506	EMD CF7 Loco	1947	Fair	
MPA 300	50' Boxcar	1957	Fair	
MPA 301	50' Boxcar	1957	Fair	

Schedule 3 - York Railway Company

Maintenance of Way Equipment

Unit #	Type	Year	Condition
	Kershaw 26-1-12 Ballest Regulator - Serial #26-145	1978	
	Fairmont Tamper Mark I Model EAJD - VIN #675696	1976	
	Fairmont Tamper - MBTX Tie Inserter/Extractor		
	Portec "B" Zapper Spiker		
	Case Backhoe 580SL, with Trailer VIN # JJG0190423	1995	
127	40' Flatcar	1947	Poor
YKRX 53011	30' Side Dump	1957	Fair

Schedule 1 - Yorkrail, LLC

Motor Vehicles

None

Schedule 2 - Yorkrail, LLC

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Yorkrail, LLC

Maintenance of Way Equipment

None

Schedule 1 - Maryland and Pennsylvania Railroad, LLC

Motor Vehicles

None

Schedule 2 - Maryland and Pennsylvania Railroad, LLC

Rolling Stock, Locomotives and Railcars

None

Schedule 3 - Maryland and Pennsylvania Railroad, LLC

Maintenance of Way Equipment

None