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July 30, 2002

BY HAND DELIVERY

RECORDATION NO. 24054 FILED

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

JUL 30 '02 1-59 PM

SURFACE TRANSPORTATION BOARD

Re: Recordation of Security Agreement

Dear Mr. Williams:

Enclosed for filing and recordation pursuant to 49 U.S.C. § 11301 and the Board's regulations at 49 C.F.R. § 1177, we enclose on behalf of Summit View, Inc., one original and one true copy (with a notary's certificate in accordance with 49 C.F.R. § 1177.3(b)(1)) of the following document.

SECURITY AGREEMENT, dated as of July 23, 2002, between SUMMIT VIEW, INC., a corporation organized under the laws of Ohio ("Borrower"), the following nine additional Ohio corporations: OHIO CENTRAL RAILROAD, INC., THE WARREN & TRUMBULL RAILROAD COMPANY, OHIO SOUTHERN RAILROAD, INC., YOUNGSTOWN & AUSTINTOWN RAILROAD, INC., OHIO AND PENNSYLVANIA RAILROAD COMPANY, THE YOUNGSTOWN BELT RAILROAD COMPANY, THE MAHONING VALLEY RAILWAY COMPANY, THE COLUMBUS & OHIO RIVER RAIL ROAD COMPANY, and THE PITTSBURGH & OHIO CENTRAL RAILROAD COMPANY (each a "Guarantor" and, together with the Borrower, the

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“Obligors”) and FIFTH THIRD BANK, a banking association organized under the laws of Ohio (“Lender”).

This Security Agreement is a primary document under 49 C.F.R. § 1177.1(a).

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

Mortgagors/Debtors:

SUMMIT VIEW, INC.
136 South 5th Street
Coshocton, Ohio 43812

OHIO CENTRAL RAILROAD, INC.
136 South 5th Street
Coshocton, Ohio 43812

THE WARREN & TRUMBULL
RAILROAD COMPANY
136 South 5th Street
Coshocton, Ohio 43812

OHIO SOUTHERN RAILROAD, INC.
136 South 5th Street
Coshocton, Ohio 43812

YOUNGSTOWN & AUSTINTOWN
RAILROAD, INC.
136 South 5th Street
Coshocton, Ohio 43812

OHIO AND PENNSYLVANIA
RAILROAD COMPANY
136 South 5th Street
Coshocton, Ohio 43812

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THE YOUNGSTOWN BELT
RAILROAD COMPANY
136 South 5th Street
Coshocton, Ohio 43812

THE MAHONING VALLEY
RAILWAY COMPANY
136 South 5th Street
Coshocton, Ohio 43812

THE COLUMBUS & OHIO RIVER
RAIL ROAD COMPANY
136 South 5th Street
Coshocton, Ohio 43812

THE PITTSBURGH & OHIO CENTRAL
RAILROAD COMPANY
136 South 5th Street
Coshocton, Ohio 43812

Mortgagees/Secured Parties:

FIFTH THIRD BANK
21 East State Street
Columbus, Ohio 43215

The equipment covered by this document consists of fifty-five (55) locomotives of varying types and manufacturers, as more specifically described in Appendix A hereto.

The short summary of this document for indexing purposes is:

“Security Agreement dated July 23, 2002 covering fifty-five (55) locomotives.”

We request that you charge our STB account in the amount of the requisite filing fee. The bearer of this letter will provide that account number to you. Please accept for recordation the original agreement, stamp the certified copy with your record-

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ation number, and return that copy to the bearer of this letter along with your fee receipt addressed to the undersigned.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Andrew B. Kolesar III". The signature is written in a cursive style with a distinct flourish at the end.

Andrew B. Kolesar III
An Attorney for Summit View, Inc.

Enclosures

APPENDIX A

LOCOMOTIVES

	<u>UNIT</u>	<u>TYPE</u>	<u>MAKER</u>	<u>H/PWR</u>
1.	3216	GP-40	EMD	3000
2.	3217	GP-40	EMD	3000
3.	3247	GP-40	EMD	3000
4.	3253	GP-40	EMD	3000
5.	3254	GP-40	EMD	3000
6.	3262	GP-40	EMD	3000
7.	2175	GP-38AC	EMD	2000
8.	2187	GP-30	EMD	2250
9.	8702	GP-11	EMD	1850
10.	8712	GP-11	EMD	1850
11.	8713	GP-11	EMD	1850
12.	7547	GP-10	EMD	1850
13.	7573	GP-10	EMD	1850
14.	7574	GP-10M	EMD	1850
15.	7585	GP-10M	EMD	1850
16.	7591	GP-10M	EMD	1850
17.	7594	GP-10M	EMD	1850
18.	4032	GP-9-2	EMD	1850
19.	700	GP-10	EMD	1850
20.	701	GP-10	EMD	1850
21.	702	GP-10	EMD	1850
22.	703	GP-10	EMD	1850
23.	704	GP-10	EMD	1850
24.	705	GP-10	EMD	1850
25.	706	GP-10	EMD	1850
26.	707	GP-10	EMD	1850
27.	1003	SLUG	CR	N/A
28.	1004	SLUG	CR	N/A
29.	1005	SLUG	CR	N/A
30.	1006	SLUG	CR	N/A
31.	1000	F-7	EMD	1500
32.	1001	F-7	EMD	1500
33.	82C	F-7	EMD	1500
34.	781	F-B	EMD	1850

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SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement") dated as July 23, 2002 between SUMMIT VIEW, INC., a corporation organized under the laws of Ohio ("Borrower"), the corporations and other entities identified under the caption "GUARANTORS" on the signature pages hereto (each a "Guarantor" and, together with Borrower, the "Obligors") and FIFTH THIRD BANK, a banking association organized under the laws of Ohio ("Lender").

Borrower and Lender are parties to a Loan Agreement dated the date hereof (as modified and supplemented and in effect from time to time, the "Loan Agreement"), providing, subject to the terms and conditions thereof, for a loan to be made by Lender to Borrower in an aggregate principal amount of \$12,750,000. In addition, Borrower may be obligated to Lender in respect of Hedging Agreements permitted under the Loan Agreement in notional principal amounts permitted thereunder (collectively, the "Hedging Obligations").

The Guarantors are parties to a Guaranty Agreement dated the date hereof (as modified and supplemented and in effect from time to time, the "Guaranty Agreement") pursuant to which the Guarantors jointly and severally agreed to guarantee the payment in full of all of the obligations of Borrower and each Guarantor under the Loan Documents (as defined in the Loan Agreement).

To induce Lender to enter into the Loan Agreement and to extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge and grant a security interest in the Collateral (as defined herein) as security for the Secured Obligations (as so defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Loan Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" shall have the meaning ascribed thereto in Section 3(f) hereof.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by any Obligor.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future

infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

“Corporate Issuer” shall mean each Issuer organized as a corporation.

“Debt” shall mean

(a) the principal of and interest (including post-petition interest, if any) on the Loans made by Lender to, and the Notes held by Lender of, Borrower and all other amounts from time to time owing to Lender by Borrower under the Loan Agreement and the Notes;

(b) all amounts from time to time owing to Lender under any other Loan Document to which Borrower is a party;

(c) all other indebtedness, obligations and liabilities of Borrower to Lender, whether existing at the time of execution and delivery of this Agreement, or hereafter created or incurred, together with any and all renewals and extensions of the same, or any part, thereof;

(d) all future advances, extensions of credit, sales on account or other value at any time given or made by Lender to Borrower, whether or not the advances, credit or value are given pursuant to commitment;

(e) all interest which has accrued or may accrue on all indebtedness, obligations and liabilities of Borrower to Lender; and

(f) all costs and expenses, including but not limited to court costs and attorneys’ fees, arising in connection with the collection of any or all amounts, indebtedness, obligations and liabilities of Borrower to Lender described in items (a) through (e) of this definition.

“Documents” shall have the meaning ascribed thereto in Section 3(q) hereof.

“Equipment” shall have the meaning ascribed thereto in Section 3(m) hereof.

“Equity Collateral” shall mean, collectively, the Collateral described in clauses (a) through (e) of Section 3 hereof and the proceeds of and to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers.

“Instruments” shall have the meaning ascribed thereto in Section 3(i) hereof.

“Intellectual Property” shall mean all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Obligor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Obligor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by any Obligor in respect of any of the items listed above.

“Inventory” shall have the meaning ascribed thereto in Section 3(h) hereof.

“Investment Property” shall have the meaning ascribed thereto in Section 3(a) hereof.

“Issuers” shall mean each Subsidiary of Borrower, including Subsidiaries of Borrower acquired or formed after the date hereof.

“Motor Vehicles” shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

“Material Adverse Effect” shall mean, with respect to any Obligor, a material adverse effect on (a) the Property, business, operations, financial condition, prospects, liabilities or capitalization of such Obligor and its Subsidiaries taken as a whole, (b) the ability of such Obligor to perform its obligations under this Agreement, (c) the validity or enforceability of this Agreement, (d) the rights and remedies of Lender under this Agreement or (e) the timely payment of the principal of or interest on the Loans or other amounts payable by Borrower in respect of the Secured Obligations.

“Other Issuer” shall mean each Issuer organized other than as a corporation.

“Patent Collateral” shall mean all Patents, whether now owned or hereafter acquired by any Obligor.

“Patents” shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

“Person” shall mean an individual, a partnership, a corporation, a limited liability company, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a governmental authority, or any other entity of whatever nature.

“Pledged Equity” shall have the meaning ascribed thereto in Section 3(c) hereof.

“Pledged Interests” shall have the meaning ascribed thereto in Section 3(c) hereof.

“Railroad Trackage” shall have the meaning ascribed thereto in Section 3(l) hereof

“Secured Obligations” shall mean, collectively, (a) the Debt, (b) all Hedging Obligations of Borrower and interest thereon, (c) all obligations of the Guarantors under the Guaranty Agreement (including, without limitation in respect of the guarantee under Section 2 of the Guaranty Agreement) and the other Loan Documents and (d) all obligations of the Obligors to Lender hereunder.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, limited liability company, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, limited liability company, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or

controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

“Trademark Collateral” shall mean all Trademarks, whether now owned or hereafter acquired by any Obligor. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

“Trademarks” shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

“UCC” shall mean the Uniform Commercial Code as enacted in Ohio, Section 1301.01 et seq. of the Revised Code of Ohio (“R.C.”), as in effect from time to time.

Section 2. Representations and Warranties. Each Obligor represents and warrants to Lender, that:

2.1 Corporate Existence. Each Obligor and its Subsidiaries: (a) is a corporation, limited liability company, partnership or other entity duly organized and validly existing under the laws of the jurisdiction of its formation; (b) has all requisite corporate, limited liability company, partnership or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a Material Adverse Effect.

2.2 Litigation. Except as disclosed to Lender in writing prior to the date of this Agreement, there are no legal or arbitration proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of such Obligor) threatened against any Obligor or any of its Subsidiaries which, if adversely determined, could have a Material Adverse Effect.

2.3 No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms

and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws of any Obligor, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any material agreement or instrument to which such Obligor or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or result in the creation or imposition of any lien upon any of the revenues or assets of such Obligor or any of its Subsidiaries pursuant to the terms of any such agreement or instrument.

2.4 Action. Each Obligor has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by such Obligor of this Agreement have been duly authorized by all necessary corporate or other action on its part; and this Agreement has been duly and validly executed and delivered by such Obligor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.5 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency are necessary for the execution, delivery or performance by such Obligor of this Agreement or for the validity or enforceability hereof.

2.6 ERISA. Each Plan, and, to the knowledge of each Obligor, each Multi-employer Plan, is in compliance in all material respects with, and has been administered in all material respects in compliance with, the applicable provisions of ERISA, the Code and any other Federal or State law, and no event or condition has occurred and is continuing as to which such Obligor would be under an obligation to furnish a report to Lender under Section 4.05 hereof.

2.7 Taxes. Each Obligor has paid all Taxes when due, have timely filed all required reports and returns with respect thereto and all such reports and returns are true, correct and complete and properly reflect the Taxes, reporting requirements and responsibilities of such Obligor.

2.8 Benefit to Obligors: Each Obligor will receive a direct material benefit from the Loans made by Lender under the Loan Agreement.

2.9 Solvency. After giving effect to the execution of this Agreement, (i) the assets of each Obligor exceeds the debts and liabilities (including contingent liabilities) of such Obligor, (ii) each Obligor will not have unreasonably small capital to conduct its business operations as heretofore conducted, and (iii) each Obligor has sufficient cash flow to enable such Obligor to pay its liabilities as they become due.

2.10 Collateral. (a) Each Obligor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 and no Lien exists or will exist upon the Collateral at any time (and no right or option to acquire the same exists in favor of any other Person), except for the pledge and security interest in favor of Lender created or provided for herein, which pledge and security interest constitute a first priority perfected pledge and security interest in and to all of the Collateral (other than Intellectual Property registered or otherwise located outside of the United States of America); (b) Schedule 1 hereto sets forth (i) each Obligor's complete and correct name, (ii) the mailing address of each Obligor, (iii) each Obligor's place of business or, if more than one, each such place of business and each Obligor's chief executive office, (iv) the locations in which each Obligor maintains any books or records relating to any of the Collateral and (v) all locations where any of the Collateral is located; (c) Each Obligor is not using and has not used during the five years preceding the date of this Agreement any names other than those shown in Schedule 1.

2.11 Equity. The Pledged Equity is, and all other Pledged Equity in which such Obligor shall hereafter grant a security interest pursuant to Section 3 hereof will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Equity is or will be subject to any contractual restriction, or any restriction under the articles, charter, regulations, by-laws or constitutional documents of the respective Issuer, upon the transfer of such Pledged Equity (except for any such restriction contained herein). The Pledged Equity constitutes all of the issued and outstanding shares of capital stock or other ownership interest of any class beneficially owned by such Obligor on the date hereof (whether or not registered in the name of such Obligor) and the certificates identified in Schedule 2, if any, evidence the shares of stock or other ownership interest of each Obligor in the Pledged Equity, and such Obligor is the registered owner of all such shares or other ownership interests.

2.12 Intellectual Property. Each Obligor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any of its Copyrights, Patents and Trademarks and such Obligor owns and possesses the right to use all Copyrights, Patents and Trademarks. To such Obligor's knowledge, (i) there is no violation by others of any right of such Obligor with respect to any Copyright, Patent or Trademark and (ii) such Obligor is not infringing in any respect

upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against such Obligor or, to such Obligor's knowledge, threatened, and no claim against such Obligor has been received by such Obligor, alleging any such violation. Such Obligor does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

2.13 Fair Labor. Any goods now or hereafter produced by such Obligor or any of its Subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Obligor hereby pledges and grants to Lender as hereinafter provided, a security interest and mortgage lien in all of such Obligor's right, title and interest in the following property, wherever located, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence (all being collectively referred to herein as "**Collateral**"):

(a) all investment property (as defined in the UCC), including, without limitation, the capital stock of the Issuers, in each case together with the certificates, if any, evidencing the same (collectively, the "**Investment Property**");

(b) all shares, securities, moneys or property representing a dividend on any Investment Property, or representing a distribution or return of capital upon or in respect of the Investment Property, or resulting from a split-up, revision, reclassification or other like change of the Investment Property or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Investment Property;

(c) all limited liability company, partnership or other ownership interests of any Person, including, without limitation, the Other Issuers, in each case together with the certificates (if any) representing or evidencing such ownership interests (collectively, the "**Pledged Interests**"; the Pledged Interests collectively with the Investment Property, the "**Pledged Equity**");

(d) all right, title and interest of each Obligor in, to and under the limited liability company, partnership or other ownership agreements (the "**Other Agreements**") relating to the Pledged Interests (including, without limitation, all of the right, title and interest as a member to participate in the operation or management and all ownership interests under the Other Agreements);

(e) all present and future rights of each Obligor to (i) receive payment of money, any other property or assets in connection with its ownership interests and its rights under the Other Agreements, (ii) any claim which such Obligor now has or may in the future acquire against any Other Issuer and its property or arising out of or for breach of or default under any Other Agreement and (iii) terminate, amend, supplement, modify or waive performance under any Other Agreement, to perform thereunder and to compel performance and to otherwise exercise all remedies thereunder, in each case together with any certificates evidencing the same;

(f) all accounts and general intangibles (each as defined in the UCC) of each Obligor including any accounts and general intangibles constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to such Obligor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys due and to become due to such Obligor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by such Obligor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "**Accounts**");

(g) all instruments, chattel paper or letters of credit (each as defined in the UCC) of such Obligor, including those evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "**Instruments**");

(h) all inventory (as defined in the UCC) of such Obligor, including Motor Vehicles held by such Obligor for lease (including leases to Subsidiaries of such Obligor), fuel, tires and other spare parts, all goods obtained by such Obligor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "**Inventory**");

(i) all Intellectual Property and all other accounts or general intangibles of such Obligor not constituting Intellectual Property or Accounts;

(j) all locomotives of such Obligor or its Subsidiaries, including but not limited to, those listed on Schedule 3 hereto;

(k) all equipment (as defined in the UCC), and all other machinery, equipment, fixtures, hand and power tools, trucks, trailers, forklifts, heavy equipment, railroad equipment, locomotives, unimogs, rolling stock and Motor Vehicles, together with all parts thereof and all accessions thereto (herein collectively

called "Equipment"). The Equipment also includes, without limitation, the locomotives listed on Schedule 3 hereto;

(l) all rails, road bed, ballast, main track, tracks, trackage, industrial track, track materials, ties, timber, railroad appurtenances, including but not limited to (i) all rail and track owned by an Obligor or its Subsidiaries, but not yet affixed to any real estate or incorporated within existing railroad lines, and (ii) all rail and track owned by an Obligor or its Subsidiaries and affixed to real estate or incorporated within existing railroad lines, together with all fixtures, equipment, machinery, structures, buildings, tracks, rails, ties, switches, crossings, bridges, trestles, culverts, signals, crossing protection devices, loading platforms, pools, communication lines, power lines and appurtenances of every kind or nature, used or useful in connection with laying, maintaining and operating such rail and track (the "Railroad Trackage");

(m) all franchises, sanctions, rights (oral and written), licenses, privileges and operating statements or authorities, third-party agreements and interchange agreements, and all other agreements (oral and written), including without limitation and to the extent the same are assignable, agreement(s) between an Obligor or its Subsidiaries and the Department of Transportation of any applicable state, or between third parties and the Department of Transportation of any applicable state, as assigned or licensed to an Obligor or its Subsidiaries, to operate Railroad Trackage;

(n) each contract and other agreement of an Obligor relating to the sale or other disposition of Inventory or Equipment;

(o) all documents of title (as defined in the UCC) or other receipts of an Obligor including those covering, evidencing or representing Inventory or Equipment (herein collectively called "Documents");

(p) all rights, claims and benefits of an Obligor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Obligor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(q) all other tangible and intangible property of an Obligor, including, without limitation, all proceeds, products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Obligor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books,

correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Obligor or any computer bureau or service company from time to time acting for such Obligor.

Section 4. Covenants. Each Obligor agrees that, until the payment and satisfaction in full of the Secured Obligations:

4.1 Litigation. Each Obligor will promptly give to Lender notice of all legal or arbitration proceedings, and of all proceedings by or before any governmental or regulatory authority or agency, affecting such Obligor or any of its Subsidiaries, except proceedings which, if adversely determined, would not have a Material Adverse Effect.

4.2 Corporate Existence, Etc. Each Obligor will, and will cause each of its Subsidiaries to: preserve and maintain its corporate existence and all of its material rights, privileges and franchises; comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities if failure to comply with such requirements would materially and adversely affect the consolidated financial condition, operations, business or prospects taken as a whole of such Obligor and its consolidated Subsidiaries; pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained; maintain all of its properties used or useful in its business in good working order and condition, ordinary wear and tear excepted; permit representatives of Lender during normal business hours, to examine, copy and make extracts from its books and records, to inspect its properties, and to discuss its business and affairs with its officers, all to the extent reasonably requested by Lender; and keep insured by financially sound and reputable insurers all property of a character usually insured by corporations engaged in the same or similar business similarly situated against loss or damage of the kinds and in the amounts customarily insured against by such corporations and carry such other insurance as is usually carried by such corporations, and, in each case causing Lender to be designated as the loss payee or additional named insured, as the case may be.

4.3 Sale of Collateral. No Obligor shall sell, lease, assign, transfer, or otherwise dispose of, or permit any of its Subsidiaries to sell, lease, assign, transfer, or otherwise dispose of, any of its now owned or hereafter acquired Collateral, except as permitted under the Loan Agreement.

4.4 Liens. No Obligor shall create, incur, assume, or suffer to exist, or permit any of its Subsidiaries to create, incur, assume, or suffer to exist, any Lien upon or with respect to any of its Properties, now owned or hereafter acquired, except Liens permitted under the Loan Agreement.

4.5 Notices. Each Obligor shall promptly give written notice to Lender:

(a) of the occurrence of any Default or Event of Default;

(b) of any (i) default or event of default under any Contractual Obligation that would have a Material Adverse Effect, or (ii) litigation, investigation or proceeding which may exist at any time between any Obligor or its Subsidiaries, and any Governmental Authority, which, if adversely determined, would have a Material Adverse Effect;

(c) of any development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice pursuant to this Section 4.5 shall be accompanied by a statement of a Responsible Officer of such Obligor setting forth details of the occurrence referred to therein and stating what action such Obligor and Borrower proposes to take with respect thereto.

Section 5. Further Assurances: Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, each Obligor hereby agrees with Lender as follows:

5.1 Delivery and Other Perfection. Each Obligor shall (a) give, execute, deliver, file and/or record any mortgage, certificate, control agreement, financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the judgment of Lender) to create, preserve, perfect or validate the lien and security interest granted pursuant hereto or to enable Lender to exercise and enforce its rights hereunder with respect to such lien and security interest, including, without limitation, causing any or all of the Equity Collateral to be transferred to or causing the transfer of record into the name of Lender or its nominee, (b) upon the acquisition after the date hereof by such Obligor of any Equipment covered by a certificate of title or ownership, cause Lender to be listed as the lienholder on such certificate of title and within 120 days of the acquisition thereof deliver evidence of the same to Lender, (c) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Lender may reasonably require in order to reflect the security interests granted by this Agreement, (d) furnish to Lender from time to time (but, unless a Default shall have occurred and be continuing, no more frequently

than quarterly) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as Lender may reasonably request, all in reasonable detail, (e) permit representatives of Lender, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of Lender to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as Lender may require, and (f) upon the occurrence and during the continuance of any Default, upon request of Lender, promptly notify (and each Obligor hereby authorizes Lender so to notify) each account debtor in respect of any Accounts or Instruments that such Collateral has been assigned to Lender hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to Lender.

5.2 Other Mortgages, Financing Statements and Liens. Without the prior written consent of Lender, no Obligor shall file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement, mortgage or like instrument with respect to any Collateral in which Lender is not named as the sole secured party.

5.3 Preservation of Rights. Lender shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

5.4 Special Provisions Relating to Certain Collateral.

(a) Equity Collateral.

(1) The Obligors will cause the Equity Collateral to constitute at all times the same percentage of the total number of shares of each class of capital stock of each Corporate Issuer as are outstanding on the date hereof and the same percentage of the aggregate limited liability company, partnership or other ownership interest in each Other Issuer as are outstanding on the date hereof.

(2) So long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Equity Collateral for all purposes not inconsistent with the terms of this Agreement, the Loan Agreement, the Notes or any other instrument or agreement referred to

herein or therein, provided that the Obligors jointly and severally agree that they will not vote the Equity Collateral in any manner that is inconsistent with the terms of this Agreement, the Loan Agreement, the Notes or any other Loan Document; and Lender shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Obligors may reasonably request for the purpose of enabling the Obligors to exercise the rights and powers which it is entitled to exercise pursuant to this Section 5.04(a)(2).

(3) Unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any dividends or distributions on the Equity Collateral paid in cash out of earned surplus.

(4) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not Lender exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Loan Agreement, the Notes or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Equity Collateral shall be paid directly to Lender and retained by it as part of the Equity Collateral, subject to the terms of this Agreement, and, if Lender shall so request in writing, the Obligors jointly and severally agree to execute and deliver to Lender appropriate additional dividend, distribution and other orders and documents to that end, and if any Obligor shall receive any such amounts, it shall hold the same in trust for Lender and deliver the same forthwith to Lender in the exact form received, duly endorsed by such Obligor to Lender, provided that if such Event of Default is cured, any such dividend or distribution theretofore paid to Lender shall, upon request of the Obligors (except to the extent theretofore applied to the Secured Obligations), be returned by Lender to the Obligors.

(b) Intellectual Property.

(1) For the purpose of enabling Lender to exercise rights and remedies under Section 5.5 hereof at such time as Lender shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby grants to Lender, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sub-license any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, including in such license reasonable

access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(2) Notwithstanding anything contained herein to the contrary, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Obligors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing Lender shall from time to time, upon the request of the respective Obligor, execute and deliver any instruments, certificates or other documents, in the form so requested, which such Obligor shall have certified are appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (I) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations or earlier expiration of this Agreement or release of the Collateral, Lender shall grant back to the Obligors the license granted pursuant to clause (I) immediately above. The exercise of rights and remedies under Section 5.5 hereof by Lender shall not terminate the rights of the holders of any licenses or sub-licenses theretofore granted by the Obligors in accordance with the first sentence of this clause (2).

5.5 Events of Default. Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of Lender, assemble the Collateral owned by it at such place or places, reasonably convenient to both Lender and such Obligor, designated in its request;

(b) Lender may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) Lender shall have all of the rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not the UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the

Collateral as if Lender were the sole and absolute owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);

(d) Lender in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(e) Lender may, upon ten business days' prior written notice to the Obligors of the time and place, with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of Lender or its respective agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as Lender deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to Lender or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 5.5, including by virtue of the exercise of the license granted to Lender in Section 5.4(b) hereof, shall be applied in accordance with Section 5.9 hereof.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, Lender may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sales may be at prices and on terms less favorable to

Lender than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Lender shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit Borrower or issuer thereof to register it for public sale.

5.6 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.5 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Obligors shall remain liable for any deficiency.

5.7 Removals, Etc. Subject to any restrictions set forth in the Loan Agreement, but in any event without at least 30 days' prior written notice to Lender, no Obligor shall (i) maintain any of its books and records with respect to the Collateral at any office or maintain its principal place of business at any place, or permit any Inventory or Equipment to be located anywhere, other than at the address indicated beneath its signature hereto or at one of the locations identified in Schedule 1 hereto or in transit from one of such locations to another; provided that Ohio Central Railroad, Inc. may maintain the locomotives listed on Schedule 3 hereto at the places listed under its name with respect thereto or (ii) change its corporate name or structure, or the name under which it does business, from the name shown on the signature pages hereto.

5.8 Private Sale. Lender shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.5 hereof conducted in a commercially reasonable manner. Each Obligor hereby waives any claims against Lender or any lender arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Lender accepts the first offer received and does not offer the Collateral to more than one offeree.

5.9 Application of Proceeds. Except as otherwise herein expressly provided and except as provided below in this Section 5.9, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by Lender under Section 4 hereof or this Section 5, shall be applied by Lender:

First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of Lender and the fees

and expenses of its agents and counsel, and all expenses incurred and advances made by Lender in connection therewith;

Next, to the payment in full of the Secured Obligations; and

Finally, to the payment to the respective Obligor, or its respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 5, “proceeds” of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Obligors or any issuer of or Obligor on any of the Collateral.

5.10 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to Lender while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default Lender is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments which Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as Lender shall be entitled under this Section 5 to make collections in respect of the Collateral, Lender shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

5.11 Perfection. Prior to or concurrently with the execution and delivery of this Agreement, each Obligor shall (i) file such financing statements, mortgages and other documents in such offices as Lender may request to perfect the liens and security interests granted in Section 3 of this Agreement, (ii) if requested by Lender, cause Lender to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles owned by each Obligor, (iii) if requested by Lender, deliver to Lender all certificates identified in Section 3 hereof, accompanied by undated stock or bond powers duly executed in blank and (iv) take such action as Lender shall deem necessary or appropriate (including, without limitation, to cause Lender to have “control” (as set forth in § 1308.24 of the UCC) of all Equity Collateral) to perfect the liens and security interests granted in Section 3 of this Agreement.

5.12 Termination. When all Secured Obligations shall have been paid in full, and all obligations of Lender under the Loan Agreement shall have expired or been terminated, this Agreement shall terminate, and Lender shall forthwith cause to be

assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of respective Obligor and to be released and canceled all licenses and rights referred to in Section 5.4(b) hereof. Lender shall also execute and deliver to the respective Obligor upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Obligor to effect the termination and release of the Liens on the Collateral.

5.13 Further Assurances. Each Obligor agrees that, from time to time upon the written request of Lender, such Obligor will execute and deliver such further documents and do such other acts and things as Lender may reasonably request in order fully to effect the purposes of this Agreement.

Section 6. Miscellaneous.

6.1 No Waiver. No failure on the part of Lender or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.2 Expenses. The Obligors jointly and severally agree to reimburse Lender for all reasonable costs and expenses of Lender (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (a) any Default and any enforcement or collection proceeding resulting therefrom, including, without limitation, all manner of participation in or other involvement with (i) performance by Lender of any obligations of the Obligors in respect of the Collateral that the Obligors have failed or refused to perform, (ii) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of Lender in respect thereof, by litigation or otherwise, including expenses of insurance, (iii) judicial or regulatory proceedings and (iv) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (b) the enforcement of this Section 6.2, and all such costs and expenses shall be Secured Obligations entitled to the benefit of the collateral security provided pursuant to Section 3 hereof.

6.3 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and Lender. Any such amendment or waiver shall be binding upon Lender, each holder of any of the Secured Obligations and each Obligor.

6.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor, Lender and each holder of any of the Secured Obligations provided, however, that no Obligor shall assign or transfer its rights or obligations hereunder without the prior written consent of Lender and each holder of any of the Secured Obligations.

6.5 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.7 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Lender in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.8 Laws; Entire Agreement. Each Obligor and Lender agree that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. This Agreement sets forth the entire agreement of the parties in regard to the subject matter hereof, and no representations, warranties or agreements of any kind have been made by Lender except as specifically set forth herein and in the Loan Agreement. Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code shall again be valid and enforceable at the termination of that case.

6.9 Jurisdiction Service. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO EXTEND CREDIT GIVING RISE TO THE SECURED OBLIGATIONS, EACH OF THE OBLIGORS AND LENDER HAVE AGREED THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING FROM OR OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF

LENDER AND ITS RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT COLUMBUS, OHIO. EACH OF THE OBLIGORS AND LENDER CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT COLUMBUS, OHIO, AND HAVING JURISDICTION OVER THE SUBJECT MATTER.

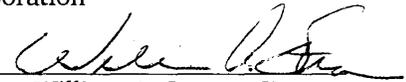
6.10 Notices. Any notice required or permitted to be given to or by each of the undersigned hereunder shall be in writing and telecopied or delivered to the intended recipient at its address for notices specified beneath its name on the signature pages hereto and shall be deemed to have been duly given or made when delivered by hand, or when deposited in the mail, certified or registered mail, postage prepaid, or, in the case of facsimile notice, when receipt is confirmed by sender's facsimile machine; provided that any notice, request or demand to or upon Lender shall not be effective until received by Lender.

6.11 Waiver of Jury Trial. EACH OF THE OBLIGORS AND LENDER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER THE OBLIGORS NOR LENDER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY OBLIGOR OR LENDER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

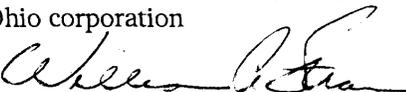
6.12 Agents. Lender may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

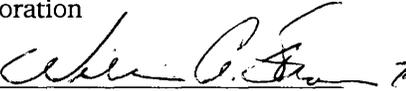
SUMMIT VIEW, INC., an Ohio corporation

By:  #
Name: William A. Strawn, II
Title: Vice President

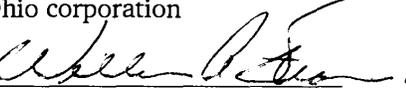
OHIO CENTRAL RAILROAD, INC., an Ohio corporation

By:  #
Name: William A. Strawn, II
Title: President

THE WARREN & TRUMBULL RAILROAD COMPANY, an Ohio corporation

By:  #
Name: William A. Strawn, II
Title: President

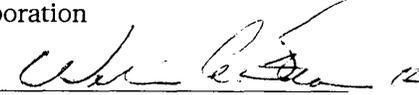
OHIO SOUTHERN RAILROAD, INC., an Ohio corporation

By:  #
Name: William A. Strawn, II
Title: President

YOUNGSTOWN & AUSTINTOWN RAILROAD, INC., an Ohio corporation

By:  #
Name: William A. Strawn, II
Title: President

OHIO AND PENNSYLVANIA
RAILROAD COMPANY, an Ohio
corporation

By: 
Name: William A. Strawn, II
Title: President

THE YOUNGSTOWN BELT
RAILROAD COMPANY, an Ohio
corporation

By: 
Name: William A. Strawn, II
Title: President

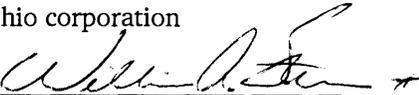
THE MAHONING VALLEY
RAILWAY COMPANY, an Ohio
corporation

By: 
Name: William A. Strawn, II
Title: President

THE COLUMBUS & OHIO RIVER
RAIL ROAD COMPANY, an Ohio
corporation

By: 
Name: William A. Strawn, II
Title: President

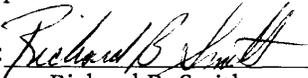
THE PITTSBURGH & OHIO
CENTRAL RAIL ROAD COMPANY,
an Ohio corporation

By: 
Name: William A. Strawn, II
Title: President

Address for Notices for each Obligor:

Summit View, Inc.
136 South 5th Street
Coshocton, Ohio 43812
Attn: William A. Strawn, II, Vice
President
Facsimile: (740) 623-4532

FIFTH THIRD BANK, an Ohio
corporation

By: 
Name: Richard B. Smith
Title: Vice-President

Address for Notices:

Fifth Third Bank
21 East State Street
Columbus, Ohio 43215
Attn: Richard B. Smith, Vice-
President
Facsimile: (614)341-2606

SCHEDULE 1

RAILROAD LOCATIONS AND NAMES

Borrower Name: Summit View, Inc.

(a) Mailing Address:

136 South 5th Street
Coshocton, OH 43812

(b) Place of business:

136 South 5th Street
Coshocton, OH 43812

(c) Location of books and records related to collateral:

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton

(d) Location where any of the collateral is located:

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton

(e) All names that have been used:

NONE

Guarantor Name: Ohio Central Railroad, Inc.

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

(b) **Place of business:**

136 South 5th Street
Coshocton, OH 43812

Morgan Run Shop
51720 CR 16
West Lafayette, Ohio 43845

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, Stark, Holmes, Tuscarawas and Muskingum

(e) **All names that have been used:**

NONE

Guarantor Name: The Columbus & Ohio River Rail Road Company

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

(b) **Place of business:**

136 South 5th Street
Coshocton, OH 43812

Morgan Run Shop
51720 CR 16
West Lafayette, OH 43845

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, Franklin, Licking, Muskingum, Tuscarawas, Harrison,
Jefferson

(e) **All names that have been used:**

NONE

Guarantor Name: Ohio Southern Railroad, Inc.

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

(b) **Place of business:**

136 South 5th Street
Coshocton, OH 43812

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, Perry and Muskingum

(e) **All names that have been used:**

NONE

Guarantor Name: The Youngstown Belt Railroad Company

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

(b) **Place of business:**

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton and Mahoning

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, Mahoning and Trumbull

(e) **All names that have been used:**

NONE

Guarantor Name: The Warren & Trumbull Railroad Company

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

(b) **Place of business:**

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, Mahoning and Trumbull

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

Counties: Coshocton, Mahoning and Trumbull

(e) **All names that have been used:**

NONE

Guarantor Name: Youngstown & Austintown Railroad, Inc.

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

Y&A Office
320 Oakwood Drive
Austintown, OH 44151

(b) **Place of business:**

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

Y&A Office
320 Oakwood Drive
Austintown, OH 44151

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton and Mahoning

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

Y&A Office
320 Oakwood Drive
Austintown, OH 44151

Counties: Coshocton and Mahoning

(e) **All names that have been used:**

NONE

Guarantor Name: Ohio and Pennsylvania Railroad Company

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

(b) **Place of business:**

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, Mahoning and Columbiana

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Northern Lines Office address
123 Division Street Ext.
Youngstown, OH 44510

Counties: Coshocton, Mahoning and Columbiana

(e) **All names that have been used:**

NONE

Guarantor Name: The Pittsburgh & Ohio Central Railroad Company

(a) Mailing Address:

136 South 5th Street
Coshocton, OH 43812

Pittsburgh Office address
208 Island Avenue
McKees Rocks, PA 15136

(b) Place of business:

136 South 5th Street
Coshocton, OH 43812

Pittsburgh Office address
208 Island Avenue
McKees Rocks, PA 15136

(c) Location of books and records related to collateral:

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton, OH and Allegheny and Washington, PA

(d) Location where any of the collateral is located:

136 South 5th Street
Coshocton, OH 43812

Pittsburgh Office address
208 Island Avenue
McKees Rocks, PA 15136

Counties: Coshocton, OH and Allegheny and Washington, PA

(e) All names that have been used:

FKA Mahoning Valley Car Company and Pittsburgh Industrial Railroad

Guarantor Name: The Mahoning Valley Railway Company

(a) **Mailing Address:**

136 South 5th Street
Coshocton, OH 43812

(b) **Place of business:**

136 South 5th Street
Coshocton, OH 43812

(c) **Location of books and records related to collateral:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton and Mahoning

(d) **Location where any of the collateral is located:**

136 South 5th Street
Coshocton, OH 43812

Counties: Coshocton and Mahoning

(e) **All names that have been used:**

NONE

SCHEDULE 2

PLEGGED EQUITY

Name of Issuer of Pledge Equity	Registered Owner	Certificate Number	Par Value	Type of Pledge Equity	Number of Shares
Ohio Central Railroad, Inc.	Summit View, Inc.	3	None	Common	100
The Warren & Trumbull Railroad Company	Summit View, Inc.	1	None	Common	100
The Pittsburgh and Ohio Central Railroad Company	Summit View, Inc.	3	None	Common	100
Ohio Southern Railroad, Inc.	Summit View, Inc.	3	None	Common	100
Youngstown & Austintown Railroad, Inc.	Summit View, Inc.	3	None	Common	100
Ohio and Pennsylvania Railroad Company	Summit View, Inc.	1	None	Common	100
The Youngstown Belt Railroad Company	Summit View, Inc.	1	None	Common	100
The Columbus & Ohio River Railroad Company	Summit View, Inc.	2	None	Common	20
The Mahoning Valley Railway Company	Summit View, Inc.	2	None	Common	500

SCHEDULE 3

LOCOMOTIVES

	<u>UNIT</u>	<u>TYPE</u>	<u>MAKER</u>	<u>H/PWR</u>
1.	3216	GP-40	EMD	3000
2.	3217	GP-40	EMD	3000
3.	3247	GP-40	EMD	3000
4.	3253	GP-40	EMD	3000
5.	3254	GP-40	EMD	3000
6.	3262	GP-40	EMD	3000
7.	2175	GP-38AC	EMD	2000
8.	2187	GP-30	EMD	2250
9.	8702	GP-11	EMD	1850
10.	8712	GP-11	EMD	1850
11.	8713	GP-11	EMD	1850
12.	7547	GP-10	EMD	1850
13.	7573	GP-10	EMD	1850
14.	7574	GP-10M	EMD	1850
15.	7585	GP-10M	EMD	1850
16.	7591	GP-10M	EMD	1850
17.	7594	GP-10M	EMD	1850
18.	4032	GP-9-2	EMD	1850
19.	700	GP-10	EMD	1850
20.	701	GP-10	EMD	1850
21.	702	GP-10	EMD	1850
22.	703	GP-10	EMD	1850
23.	704	GP-10	EMD	1850
24.	705	GP-10	EMD	1850
25.	706	GP-10	EMD	1850
26.	707	GP-10	EMD	1850
27.	1003	SLUG	CR	N/A
28.	1004	SLUG	CR	N/A
29.	1005	SLUG	CR	N/A
30.	1006	SLUG	CR	N/A
31.	1000	F-7	EMD	1500
32.	1001	F-7	EMD	1500
33.	82C	F-7	EMD	1500
34.	781	F-B	EMD	1850

	<u>UNIT</u>	<u>TYPE</u>	<u>MAKER</u>	<u>H/PWR</u>
35.	817	F-B	EMD	1850
36.	1501	GP-7	EMD	1500
37.	82	80-T	GE	600
38.	6642	SD-18	EMD	1850
39.	3553	M-420	MLW	2000
40.	3554	M-420	MLW	2000
41.	3567	M-420	MLW	2000
42.	3588	HR-420	BOMB	2000
43.	1327	SW-1200	EMD	1200
44.	71	SW-7	EMD	1200
45.	1695	S-4	ALCO	1000
46.	1663	S-2	ALCO	1000
47.	14	8-2	ALCO	1000
48.	1077	RS-3	ALCO	1600
49.	1007	S-2	ALCO	1000
50.	1052	S-2	ALCO	1000
51.	400	T-6	ALCO	1000
52.	466	SW-1	EMD	600
53.	467	SW-1	EMD	600
54.	6307	F-9	EMD	1750
55.	6313	F-9	EMD	1750

As used herein, the abbreviations have the meaning set forth below:

“EMD” = Electromotive Division of General Motors

“GE” = General Electric

“MLW” = Montreal Locomotive Works

“BOMB” = Bombardier

“ALCO” = American Locomotive Company

SCHEDULE 4

ROAD BED, TRACK, TIES and OTHER COLLATERAL

- A. Ohio Central Railroad, Inc. - See the attached Annex A
- b. The Pittsburgh and Ohio Central Railroad Company fka Pittsburgh Industrial Railroad, Inc. - See Annex B.

This instrument was prepared by:
CARLILE PATCHEN & MURPHY LLP
366 East Broad Street
Columbus, Ohio 43215

JPW/JPW/523428.1
006781.001

Annex A

QUITCLAIM DEED

THE WHEELING AND LAKE ERIE RAILWAY COMPANY, an Ohio corporation, and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation, Grantors, for valuable consideration paid, grant to OHIO CENTRAL RAILROAD, INC., an Ohio corporation, Grantee, whose tax-mailing address is 3353 Charring Cross Drive, Stow, Ohio 44224, the REAL PROPERTY, more particularly described on Exhibit A, attached hereto and made a part hereof, hereinafter "Property."

PRIOR TITLE references for the above-described property are contained within the Exhibit B, attached hereto and made a part hereof.

TOGETHER with, in "as is, where is" condition and without any express or implied warranty, as to merchantability, habitability, condition or fitness for any purpose, all of Grantor's right, title, and interest in the road bed, ballast, main track, sidings, industrial tracks, depots, yards, storage and parking areas, culverts, bridges, tunnels, buildings, structures, communication and signal facilities, fixtures, and all other railroad appurtenances located upon the Property.

EXCEPTING any and all track material, track equipment, locomotives and other rolling stock not affixed to the Property.

SUBJECT TO ad valorem taxes for the year 1988.

SUBJECT FURTHER to all restrictions, conditions, easements, agreements, leases, reservations, encroachments, rights of the public and title defects, whether of record or not.

RESERVING unto Grantor, its successors and assigns, a perpetual easement or right of way for the purpose of constructing, reconstructing, maintaining and using fiber optic communication facilities and appurtenances

in, under, across, over and through the property. The easement hereby reserved shall be subject to the following conditions:

- (1) Grantor, its successors or assigns, shall notify Grantee, in writing, not less than thirty (30) days prior to the commencement of construction within the easement area. Such notification shall include details of the proposed construction, including engineering plans for the review and approval by Grantee; which approval shall not be unreasonably withheld.
- (2) Grantors' exercise of the rights herein reserved shall be done in such a manner so as to minimize possible interference with Grantee's rail operations on the premises. The specific location of the easement area will be established upon installation, as being ten (10) feet in width, five (5) feet on each side of and parallel to the center of the conduit line. The specific easement location of surface facilities will be in the location in which they are installed or constructed.
- (3) Upon written notification from Grantee that the fiber optic facilities or any portion thereof require relocation due to said facilities or portions thereof interfering with Grantee's rail operations or that said fiber optic facilities or portions thereof constitute a danger to the public, which is not remedial by maintenance or alteration of the facilities, Grantor will relocate the facilities to other approved locations within the Property at Grantor's expense. Should Grantor fail to relocate said facilities within a reasonable time, Grantee may remove or relocate said facilities at the expense of Grantor. The easement hereby reserved shall be non-exclusive inasmuch as Grantee's use of the Property for purposes other than rail operations does not unduly interfere with the easement rights herein reserved.
- (4) Grantor, its successors and assigns, agrees to indemnify and hold harmless Grantee, its successors and assigns and its officers, agents and employees against any expenses or liability for personal injury, death or damage arising from Grantor's, its successors' and assigns', negligent use of any of the portion of the easement area herein reserved.

IN WITNESS WHEREOF, The Wheeling and Lake Erie Railway Company and Norfolk and Western Railway Company have caused their corporate names to be

Exhibit A

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- 00-231 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated February 17, 1931, an electric transmission line crossing at ZANESVILLE, Ohio; no annual rental.
- 00-537 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated December 11, 1945, concerning an electric transmission line crossing at ZANESVILLE, Ohio; no annual rental.
- 00-267 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated October 17, 1933, concerning a power line crossing at ZANESVILLE, Ohio; no annual rental.
- 00-223 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated September 24, 1930, concerning an electric transmission line crossing at ZANESVILLE, Ohio; no annual rental.
- 34627 Agreement between The New York, Chicago and St. Louis Railroad Company and The City of Zanesville, Ohio, dated August 6, 1962, concerning a drainage ditch parallelism at ZANESVILLE, Ohio; no annual rent.
- 02-18 Agreement between The Wheeling and Lake Erie Railway Company and Zane Casting Company, dated January 2, 1937, as supplemented, concerning a side track at ZANESVILLE, Ohio; no annual rental.
- 26476 Agreement between The New York, Chicago and St. Louis Railroad Company and The City of Zanesville, dated October 20, 1952, concerning 8900 sq. ft. for vehicle parking, at ZANESVILLE, Ohio; no annual rental.
- 28888 Agreement between The New York, Chicago and St. Louis Railroad Company and Young Men's Christian Association, dated January 12, 1956, concerning a water pipe line crossing at LANES, Ohio; no annual rental.
- 26583 Agreement between The New York, Chicago and St. Louis Railroad Company and Young Men's Christian Association, dated November 24, 1952, concerning an underground electric wire crossing at LANES, Ohio; no annual rental.
- 28157 Agreement between The New York, Chicago and St. Louis Railroad Company and Sofwater Service, Zanesville, Inc., dated February 8, 1955, concerning a sanitary sewer line crossing, at ZANESVILLE, Ohio; annual rent \$4.00.
- RB-35 Agreement between The Wheeling and Lake Erie Railway Company and The Baltimore and Ohio Railroad Company, dated January 25, 1926, as supplemented, concerning operation over main and side tracks in ZANESVILLE, Ohio; no annual rental.
- OA-76 Agreement between The Wheeling and Lake Erie Railway Company and American Rolling Mill Company (name changed to Armco Steel Corporation), dated April 11, 1927, concerning a side track at ZANESVILLE, Ohio; no annual rental.
- OA-129 Agreement between The Wheeling and Lake Erie Railway Company and American Rolling Mill Company (name changed to Armco Steel Corporation), dated October 25, 1937, concerning a side track at ZANESVILLE, Ohio; no annual rental.

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- 34136 Agreement between The New York, Chicago and St. Louis Railroad Company and Walter Kirkbride, Jr., dated January 11, 1962, as supplemented, concerning a gas line crossing at ZANESVILLE, Ohio; annual rent \$36.00.
- 33219 Agreement between The New York, Chicago and St. Louis Railroad Company and Walter Kirkbride, dated May 12, 1960, as supplemented, concerning a private driveway crossing at ZANESVILLE, Ohio; annual rent \$180.00.
- 25481 Agreement between The New York, Chicago and St. Louis Railroad Company and Glenn A. and Wanda Herring, dated October 8, 1951, last assigned to Walter Kirkbride, dated March 4, 1950, concerning a private driveway crossing at ZANESVILLE, Ohio; no annual rental.
- 28450 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company (Columbia Gas Transmission Corporation, successor), dated June 24, 1955, as supplemented, concerning two gas pipe line parallels at ZANESVILLE, Ohio; annual rent \$19.25.
- 34036 Agreement between The New York, Chicago and St. Louis Railroad Company and Charlotte Williams, dated December 6, 1961, concerning a gas pipe line crossing at ZANESVILLE, Ohio; annual rent \$2.00.
- 33220 Agreement between The New York, Chicago and St. Louis Railroad Company and Charlotte Williams, dated May 12, 1960, as supplemented, concerning a private driveway crossing at ZANESVILLE, Ohio; annual rent \$144.00.
- OW-80 Agreement between The Wheeling and Lake Erie Railway Company and Clifford H. Wagoner, dated August 24, 1927, last assigned to Refiners Oil Company, dated March 11, 1929, concerning an unloading pipe at ZANESVILLE, Ohio; annual rent \$5.00.
- NW-3794 Master Agreement between Norfolk and Western Railway Company and State of Ohio, dated December 8, 1975, concerning grade crossings and improvements at various locations in ZANESVILLE (S-7), SUGAR CREEK (S-12), COSHOCTON (S-15) (S-6) COUNTIES; no annual rent.
- 62203 Agreement between Norfolk and Western Railway Company and Columbia Gas Transmission Corporation, dated November 27, 1979, concerning a gas pipe line crossing at MORGAN RUN, Ohio; annual rent \$49.50.
- 32782 Agreement between The Wheeling and Lake Erie Railway Company and Muskingum Valley Farm Bureau Electric Cooperative, Inc., dated December 28, 1937, as supplemented, concerning electric transmission line crossing at CHILI, Ohio; annual rent \$5.00.

- 32266 Agreement between The Wheeling and Lake Erie Railway Company and Muskingum Valley Farm Bureau Electric Cooperative, Inc., (Tuscarawas-Coshocton Electric Coperative, Inc., successor) dated January 7, 1938, as supplemented, concerning an electric transmission line crossing at CHILI, Ohio; annual rent \$5.00.
- OF-88 Agreements between The Wheeling and Lake Erie Railway Company and Freeport Gas Coal Company, dated August 24, 1949 and September 27, 1949, concerning a side track and grading, located at MORGAN RUN, Ohio; no annual rent.
- HRP-40 Agreement between The Pennsylvania Railroad Company and The Wheeling and Lake Erie Railway Company, dated May 18, 1929, concerning an electric power line encroachment at MORGAN RUN, Ohio; no annual rent.
- RP-11 Agreement between The New York, Chicago and St. Louis Railroad Company (successor) and Conrail (successor) dated January 28, 1898, concerning a crossing and Interlocker at MORGAN RUN, Ohio; no annual rent.
- 93189 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated July 15, 1970, concerning a buried cable crossing at TRINWAY, Ohio; annual rent \$30.00.
- 62110 Agreement between Norfolk and Western Railway Company and Great Lakes Gas Corporation, dated November 14, 1979, concerning a gas pipe line crossing at TRINWAY, Ohio; annual rent \$6.00.
- 61896 Agreement between Norfolk and Western Railway Company and Great Lakes Gas Corporation, dated April 24, 1978, concerning a gas pipe line crossing at TRINWAY, Ohio; annual rental \$112.50.
- 61843 Agreement between Norfolk and Western Railway Company and Great Lakes Gas Corporation, dated November 25, 1977, concerning a gas pipe line crossing at TRINWAY, Ohio; annual rent \$75.00.
- 94704 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated July 29, 1975, concerning an underground cable crossing at MORGAN RUN, Ohio; annual rent \$25.00.
- 32425 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Bell Telephone Company, dated May 16, 1945, as supplemented, concerning aerial telephone line crossing at MORGAN RUN, Ohio; annual rent \$5.00.
- 27465 Agreement between The New York, Chicago and St. Louis Railroad Company and Tuscarawas-Coshocton Electric Cooperative, Inc., dated March 9, 1954, as supplemented, concerning a power line crossing near MORGAN RUN, Ohio; annual rent \$10.00.
- 62202 Agreement between Norfolk and Western Railway Company and Ohio Industrial Gas Co., dated November 27, 1979, concerning a gas pipe line crossing at MORGAN RUN, Ohio; annual rent \$6.60.
- 00-619 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated April 10, 1948, as supplemented, concerning a power line crossing at TRINWAY, Ohio; no annual rent.
- 35499
OP-121 Agreement between The Philadelphia, Baltimore and Washington Railroad Company, (The Pennsylvania Railroad Company, Lessee) and The Wheeling and Lake Erie Railway Company, (The New York, Chicago and St. Louis Railroad Company, Lessee), dated November 19, 1963, as supplemented, concerning side tracks at TRINWAY, Ohio; no annual

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- 35499
OP-121 Agreement between The Philadelphia, Baltimore and Washington Railroad Company, (The Pennsylvania Railroad Company, Lessee) and The Wheeling and Lake Erie Railway Company, (The New York, Chicago and St. Louis Railroad Company, Lessee), dated October 8, 1964, as supplemented, concerning joint operation of Peabody Coal Company's Broken Aro Mine at TRINWAY, Ohio; no annual rent.
- 35499
OP-121 Agreement between The Pennsylvania Railroad Company and The New York, Chicago and St. Louis Railroad Company, dated March 2, 1964, as supplemented, concerning lease of 17,798 sq. ft. of land at TRINWAY, Ohio; annual rental \$40.00.
- 35499
OP-121 Agreement between The Philadelphia, Baltimore and Washington Railroad Company, (The Pennsylvania Railroad Company, Lessee) and The Wheeling and Lake Erie Railway Company, (The New York, Chicago and St. Louis Railroad Company, Lessee), and Peabody Coal Company, dated November 19, 1963, as supplemented, concerning lease of side tracks at TRINWAY, Ohio; annual rental \$250.00.
- OT-101 Complaint and Journal Entry by O. W. Merrell, Director of Highways of the State of Ohio and Incorporated Village of Sugar Creek, Ohio against The Wheeling and Lake Erie Railway Company, dated September 2, 1933, concerning the relocation of a grade crossing at SUGAR CREEK, Ohio; no annual rental.
- 00-641 Agreement between The Wheeling and Lake Erie Railway Company, (The New York, Chicago and St. Louis Railroad Company, Lessee) and The Ohio Public Service Company (Ohio Edison Company, successor), dated February 17, 1949, as supplemented, concerning an electric transmission line crossing at SUGAR CREEK, Ohio; no annual rental.
- 00-671 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and The Ohio Power Company, dated March 30, 1954, concerning a wire crossing at SUGAR CREEK, Ohio; no annual rental.
- 08-111 Agreement between The Wheeling and Lake Erie Railway Company and Simon J. Beachy, dated April 10, 1924, concerning a pipe line crossing at SUGAR CREEK, Ohio; no annual rent.
- 62234 Agreement between Norfolk and Western Railway Company and Belden & Blake Corporation, dated January 10, 1980, concerning a gas pipe line crossing at SUGAR CREEK TOWNSHIP, Ohio; annual rent \$75.00.
- IF-35 Agreement between The Wheeling and Lake Erie Railway Company and Finzer Brothers Clay Company, dated May 18, 1938, last assigned to The Belden Brick Company, concerning certain driveways across and along sidetracks at SUGAR CREEK, Ohio; no annual rent.
- OF-40 Agreement between The Wheeling and Lake Erie Railway Company and Finzer Brothers Clay Company, dated January 14, 1926, last assigned to The Belden Brick Company, dated January 13, 1947, concerning side tracks at SUGAR CREEK, Ohio; no annual rent.
- 00-219 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated May 1, 1930, as supplemented, concerning a power line crossing at SUGAR CREEK, Ohio; no annual rent.

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- 00-217 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated May 1, 1930, as supplemented, concerning a power line crossing at SUGAR CREEK, Ohio; no annual rent.
- 08-35 Agreement between The Wheeling and Lake Erie Railway Company and R. D. Burger & Company, dated April 12, 1918, concerning a side track at SUGAR CREEK, Ohio; no annual rent.
- 61422 Agreement between Norfolk and Western Railway Company and Menno S. Beachy, dated March 1, 1975, concerning a pipe line crossing at SUGAR CREEK, Ohio; annual rent \$19.80.
- 28081 Agreement between The New York, Chicago and St. Louis Railroad Company and The Belden Brick Company, dated January 10, 1955, concerning a side track at SUGAR CREEK, Ohio; no annual rent.
- 61301 Agreement between Norfolk and Western Railway Company and The Franklin Gas and Oil Company, Inc., dated September 1, 1974, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$6.60.
- 35153 Agreement between The New York, Chicago and St. Louis Railroad Company and The East Ohio Gas Company, dated June 25, 1963, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$12.00.
- 60052 Agreement between Norfolk and Western Railway Company and The East Ohio Gas Company, dated September 23, 1966, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$30.00.
- 61833 Agreement between Norfolk and Western Railway Company and The Belden Brick Company, dated November 1, 1977, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$49.50.
- 61503 Agreement between Norfolk and Western Railway Company and The Belden Brick Company, dated May 1, 1975, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$52.50.
- 31792 Agreement between The New York, Chicago and St. Louis Railroad Company and The East Ohio Gas Company, dated September 24, 1959, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$8.00.
- 33819 Agreement between The New York, Chicago and St. Louis Railroad Company and The Belden Brick Company, dated May 16, 1961, as supplemented, concerning lease of a strip of land at SUGAR CREEK, Ohio; annual rent \$48.00.
- 32553 Agreement between The Wheeling and Lake Erie Railway Company and The Claycraft Company, dated April 2, 1947, concerning a pipe line crossing near SUGAR CREEK, Ohio; annual rent \$5.00.
- 60451 Agreement between Norfolk and Western Railway Company and Foremost Foods Company, a division of Foremost-McKesson, Inc., dated September 3, 1968, concerning a side track near SUGAR CREEK, Ohio; no annual rent.
- 24178 Agreement between The New York, Chicago and St. Louis Railroad Company and The Sugar Creek Clay Product Company, dated April 19, 1950, concerning a side track at SUGAR CREEK, Ohio; no annual rent.

Exhibit A

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- 25576 Agreement between The New York, Chicago and St. Louis Railroad Company and Shepfer and Moomaw Bros., Inc., dated November 7, 1951, concerning side tracks at SUGAR CREEK, Ohio; no annual rent.
- 27593 Agreement between The Wheeling and Lake Erie Railway Company, (The New York, Chicago and St. Louis Railroad Company, Lessee) and The Ohio Power Company, dated March 30, 1954, concerning a wire line crossing at SUGAR CREEK, Ohio; no annual rent.
- 62486 Agreement between Norfolk and Western Railway Company and State of Ohio, dated October 31, 1980, concerning a grade crossing at SUGAR CREEK, Ohio; no annual rent.
- 61029 Agreement between Norfolk and Western Railway Company and The Village of Sugar Creek, dated June 1, 1972, concerning sewer line crossing at SUGAR CREEK, Ohio; no annual rent.
- 94509 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated August 13, 1974, concerning a wire line crossing at SUGAR CREEK, Ohio; no annual rent.
- 94173 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated June 12, 1973, concerning a wire line crossing at SUGAR CREEK, Ohio; no annual rent.
- 62584 Agreement between Norfolk and Western Railway Company and Joe J. and Emma Miller, dated October 9, 1981, concerning a drainage water pipe line crossing at SUGAR CREEK, Ohio; annual rent \$19.80.
- 61099 Agreement between Norfolk and Western Railway Company and Resource Exploration, Inc., Appalachian Division, dated May 10, 1973, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$30.00.
- 61076 Agreement between Norfolk and Western Railway Company and Resource Exploration, Inc., Appalachian Division, dated March 15, 1973, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$30.00.
- 62542 Agreement between Norfolk and Western Railway Company and Belden Brick Company, dated July 1, 1981, as supplemented, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rent \$49.50.
- 32586 Agreement between The Wheeling and Lake Erie Railway Company and The Sugar Creek Farmers Equity Company, dated August 31, 1927, as supplemented, concerning an iron grain loading spout at SUGAR CREEK, Ohio; annual rent \$10.00.
- WLS-122 Agreement between The Wheeling and Lake Erie Railway Company and The Sugarcreek Clay Product Co., dated March 19, 1935, concerning lease of 0.54 of an acre property in SUGAR CREEK, Ohio; annual rent due from Railway \$5.00.
- 00-114 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Service Company, dated September 5, 1925, last assigned to The Ohio Power Company, dated November 30, 1926, concerning a wire line crossing at SUGAR CREEK, Ohio; no annual rent.
- OM-93 Agreement between The Wheeling and Lake Erie Railway Company and J. B. Miller, dated November 10, 1922, as supplemented, concerning a pipe line crossing at SUGAR CREEK, Ohio; no annual rent.

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- 15895 Agreement between Norfolk and Western Railway Company and The Village of Baltic, Ohio, dated August 30, 1965, concerning a pipe line crossing at BALTIC, Ohio; no annual rental.
- 00-643 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated March 25, 1949, concerning a power line crossing near BALTIC, Ohio; no annual rental.
- 00-213 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated April 4, 1930, concerning a power line crossing near BALTIC, Ohio; no annual rental.
- 00-208 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated January 29, 1930, concerning a power line crossing near BALTIC, Ohio; no annual rental.
- 0J-26 Agreement between The Wheeling and Lake Erie Railway Company and J. J. Troyer & Company, dated January 25, 1918, concerning operation and maintenance of a track at BALTIC, Ohio; no annual rental.
- H-5745 Agreement between the Norfolk and Western Railway Company and Mr. Donald Farnsworth, dated May 17, 1982, concerning use of land at BALTIC, Ohio; annual rental \$140.00.
- 51897 Agreement between the Norfolk and Western Railway Company and Swiss Valley Lumber Company dated August 15, 1977, concerning use of land in BALTIC, Ohio; annual rental \$120.00.
- 62759 Agreement between Norfolk and Western Railway Company and Floyd E. Kimble d/b/a Red Hill Development, dated November 13, 1981, concerning a natural gas pipe line crossing at BALTIC, Ohio; annual rental \$6.60.
- 61293 Agreement between Norfolk and Western Railway Company and Jerry Moore, Inc., dated June 5, 1974, concerning a gas pipe line crossing at BALTIC, Ohio; annual rental \$10.00.
- 61849 Agreement between Norfolk and Western Railway Company and Flex Plastics, Inc., dated December 2, 1977, concerning lease of 75 feet of industrial track at BALTIC, Ohio; annual rental of \$300.00.
- 32313 Agreement between The Wheeling and Lake Erie Railway Company and The Village of Baltic, Ohio, dated March 21, 1931, concerning a water pipe line crossing near BALTIC, Ohio; annual rental \$1.00.
- 26099 No assignment necessary.
- 25373 Agreement between The New York, Chicago and St. Louis Railroad Company and Baltic Rubber & Plastics, Inc., dated August 8, 1951, concerning operation and maintenance of an industrial track at BALTIC, Ohio; no annual rental.
- 24899 Agreement between The New York, Chicago and St. Louis Railroad Company and The Village of Baltic, Ohio, dated December 29, 1950, concerning a water pipe line crossing near BALTIC, Ohio; no annual rental.
- NW 6105 Agreement between Norfolk and Western Railway Company and The East Ohio Gas Company, dated December 13, 1983, concerning a gas pipe line crossing at BALTIC, Ohio; annual rental \$20.00.
- NW 5496 Agreement between Norfolk and Western Railway Company and Atwood Resources, Inc., dated June 1, 1982, concerning a gas pipe line crossing at BALTIC, Ohio; annual rental \$6.60.

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- 61026 Agreement between Norfolk and Western Railway Company and The East Ohio Gas Company, dated March 3, 1967, concerning a gas pipe line crossing at BALTIC, Ohio; annual rental \$30.00.
- 61998 Agreement between Norfolk and Western Railway Company and Swiss Valley Lumber Company, dated February 9, 1979, as supplemented, concerning lease of 100 feet of track and land thereunder at BALTIC, Ohio; annual rental of \$400.00.
- 30957 Agreement between The New York, Chicago and St. Louis Railroad Company and Gerber & Sons, Inc., dated December 1, 1958, concerning the use of 100 feet of track at BALTIC, Ohio; no annual rental.
- 90700 Agreement between Norfolk and Western Railway Company and Ohio Power Company, dated October 15, 1968, concerning a power line crossing at BALTIC, Ohio; no annual rental.
- 94499 Agreement between Norfolk and Western Railway Company and General Telephone Company of Ohio, dated July 30, 1974, concerning a telephone wire line crossing at BALTIC, Ohio; annual rental \$15.00.
- 90986 Agreement between Norfolk and Western Railway Company and General Telephone Company of Ohio, dated November 20, 1969, concerning a wire line crossing at BALTIC, Ohio; annual rental \$15.00.
- L-3251L Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Associated Telephone Company, (name changed to General Telephone Company of Ohio) dated July 13, 1936, concerning a telephone wire line crossing at BALTIC, Ohio; annual rental \$1.00.
- 33146 Agreement between The New York, Chicago and St. Louis Railroad Company and Downing Coal Company, dated July 1, 1960, concerning the operation and maintenance of an industrial track at BALTIC, Ohio; no annual rental.
- 08-57 Agreement between The Wheeling and Lake Erie Railway Company and Albert Beachy, dated October 1, 1920, concerning a pipe line crossing at BALTIC, Ohio; no annual rental.
- 08-87 Agreement between The Wheeling and Lake Erie Railway Company and The Baltic Lumber Company, dated March 23, 1923, concerning the construction and operation of an industrial track at BALTIC, Ohio; no annual rental.
- 61923 Agreement between Norfolk and Western Railway Company and the Village of Baltic, Ohio, dated July 1, 1978, concerning a sewer pipe line crossing at BALTIC, Ohio; no annual rental.
- 32685 Agreement between The Wheeling and Lake Erie Railway Company and the Tuscarawas-Coshocton Electric Cooperative, Inc., dated October 26, 1949, concerning an electric power line crossing at BALTIC, Ohio; annual rental of \$5.00.
- 2925-133
C&C 73522 Agreement between Norfolk and Western Railway Company and General Clay Products Company, dated June 13, 1985, concerning the lease of 638 feet of industrial track at BALTIC, Ohio; annual rental of \$2,360.60.
- 2931-404
C&C 76977 Agreement between Norfolk and Western Railway Company and Clarence Sherman, dated May 27, 1987, concerning a gas pipe line crossing at SUGAR CREEK, Ohio; annual rental of \$49.50.

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- 2931-292 Agreement between Norfolk and Western Railway Company and Ohio Bell Telephone Company, dated March 24, 1987, concerning a telephone wire crossing at ADAMS MILLS, Ohio; annual rental of \$27.00.
- 2931-293 Agreement between Norfolk and Western Railway Company and Ohio Bell Telephone Company, dated March 24, 1987, concerning a telephone wire line crossing at DRESDEN, Ohio; annual rental of \$27.00.
- 2931-461 Agreement between Norfolk and Western Railway Company and Stone Resource and Energy Corporation, dated June 1, 1987, concerning a gas pipe line crossing at CHILI, Ohio; annual rental of \$10.00.
- 2913-729 Agreement between Norfolk and Western Railway Company and M. B. C&C 73329 Operating Company, Inc., dated June 14, 1985, concerning a gas pipe line crossing at BEACH CITY, Ohio; annual rental \$49.50.
- 2913-921 Agreement between Norfolk and Western Railway Company and Leader C&C 73333 Equities, Inc., dated July 5, 1985, concerning a crude oil pipe line crossing at DRESDEN, Ohio; annual rental \$45.00.
- 2931-690 Agreement between Norfolk and Western Railway Company and The Ohio C&C 75541 Bell Telephone Company, dated October 6, 1987, concerning a fiber optic cable crossing at STONEY POINT, Ohio; annual rental \$27.00.
- 61100 Agreement between Norfolk and Western Railway Company and Ponderosa Oil Company, dated April 16, 1973, concerning a gas pipe line crossing at POND, Ohio; no annual rental.
- 31903 Agreement between The New York, Chicago and St. Louis Railroad Company and General Telephone Company of Ohio, dated December 3, 1959, concerning a telephone wire line crossing at HARMON, Ohio; annual rental \$5.20.
- 32689 Agreement between The Wheeling and Lake Erie Railway Company and Harvey Boughman, dated August 11, 1949, last assigned to Ohio Edison Company, concerning an electric distribution line crossing at HARMON, Ohio; annual rental of \$1.00.
- 36935 Agreement between Norfolk and Western Railway Company and Ohio Edison Company, dated November 1, 1965, concerning a power line crossing at HARMON, Ohio; no annual rental.
- 60423 Agreement between the State of Ohio, The Wheeling and Lake Erie Railway Company and Norfolk and Western Railway Company, dated December 4, 1968, concerning a grade separation structure at NAVARRE, Ohio; no annual rental.
- 27060 Agreement between The New York, Chicago and St. Louis Railroad Company and Ohio Edison Company, dated July 22, 1953, concerning a power line crossing at HARMON, Ohio; no annual rental.
- 35227 Agreement between The New York, Chicago and St. Louis Railroad Company and General Telephone Company of Ohio, dated September 9, 1963, concerning a telephone wire crossing at HARMON, Ohio; annual rental of \$16.00.
- 2913-986 Agreement between Norfolk and Western Railway Company and Belden and C&C 71773 Blake Corporation, dated August 1, 1985, concerning a gas pipe line crossing at HARMON, Ohio; annual rental of \$6.60.
- 2913-585 Agreement between Norfolk and Western Railway Company and Belden and C&C 71773 Blake Corporation, dated February 13, 1985, concerning a gas pipe line crossing at HARMON, Ohio; annual rental of \$11.00.

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- 26157 Agreement between The New York, Chicago and St. Louis Railroad Company and General Telephone Company of Ohio, dated July 17, 1952, concerning a telephone wire crossing at HARMON, Ohio; annual rental of \$2.00.
- H-6130 Agreement between Norfolk and Western Railway Company and Edward C. and Sara A. Bullens d/b/a Special Packaging Company, dated January 10, 1984, concerning operation and maintenance of an industrial track at COSHOCTON, Ohio; no annual rental.
- 33064 Agreement between The New York, Chicago and St. Louis Railroad Company and J. J. Roemer, dated June 30, 1960, as supplemented concerning operation and maintenance of an industrial track at COSHOCTON, Ohio; no annual rental.
- 34961 Agreement between The New York, Chicago and St. Louis Railroad Company and Pretty Products, Inc., dated February 14, 1963, concerning operation and maintenance of an industrial track at COSHOCTON, Ohio; no annual rental.
- 61654 Agreement between Norfolk and Western Railway Company and Robert J. Pingle, dated August 20, 1976, concerning a sewer pipe line crossing at COSHOCTON, Ohio; annual rental \$25.80.
- 27848 Agreement between The New York, Chicago and St. Louis Railroad Company and C. R. Phillips, dated September 16, 1954, and last assigned to the City of Coshocton; concerning a sewer pipe line crossing at COSHOCTON, Ohio, annual rental \$12.00.
- 33980 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Bell Telephone Company, dated August 8, 1961, concerning a telephone wire line crossing at COSHOCTON, Ohio; annual rental of \$5.25.
- OH-124 Agreement between The Wheeling and Lake Erie Railway Company and T. G. Williams and F. C. Shipps d/b/a Sun Coal Company, Limited, dated November 1, 1934, concerning operation and maintenance of industrial tracks at COSHOCTON, Ohio; no annual rental.
- 32739 Agreement between The Wheeling and Lake Erie Railway Company and the Tuscarawas-Coshocton Electric Cooperative, Inc., dated November 16, 1948, concerning an electric wire line crossing at COSHOCTON, Ohio; annual rental \$5.00.
- 28416 Agreement between the New York, Chicago and St. Louis Railroad Company and Tower Antennas, Incorporated, dated June 9, 1955, concerning a television cable crossing at COSHOCTON, Ohio; annual rental of \$3.00.
- 27280 Agreement between The New York, Chicago and St. Louis Railroad Company and Tower Antennas, Incorporated, dated October 2, 1953, concerning a television cable crossing at COSHOCTON, Ohio; annual rental \$3.00.
- 2925-449 Agreement between Norfolk and Western Railway Company and Stone
C&C 74419 Resource and Energy Corporation, dated February 12, 1985, concerning a gas pipe line crossing at COSHOCTON, Ohio; no annual rental.

- 32971 Agreement between The New York, Chicago and St. Louis Railroad Company, The Pennsylvania Railroad Company and James B. Clow & Sons, Inc., dated May 27, 1960, concerning operation of various industrial tracks at COSHOCTON, Ohio; no annual rental.
- 00-755 Agreement between the State of Ohio, The Wheeling and Lake Erie Railway Company and Norfolk and Western Railway Company, dated March 17, 1971, concerning a grade separation structure at COSHOCTON, Ohio; no annual rental.
- 00-706 Agreement between the State of Ohio, The Wheeling and Lake Erie Railway Company and The New York, Chicago and St. Louis Railroad Company, dated October 14, 1958, concerning a grade crossing signal installation at COSHOCTON, Ohio; no annual rental.
- 62401 Letter agreement between the State of Ohio and Norfolk and Western Railway Company, dated April 23, 1980, concerning a grade crossing at Milepost 113.99, COSHOCTON, Ohio; no annual rental.
- 62391 Letter Agreement between the State of Ohio and Norfolk and Western Railway Company, dated March 19, 1980, concerning crossing improvements at Milepost 115.85, COSHOCTON, Ohio; no annual rental.
- 00-688 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated August 8, 1956, concerning a power line crossing at COSHOCTON, Ohio; no annual rental.
- 60779 Same agreement as Custodian 00-755.
- 40368 No Assignment necessary.
- 40352 No Assignment necessary.
- 30786 Same agreement as Custodian 00-706.
- 00-18 Agreement between The Wheeling and Lake Erie Railway Company and the Ohio Service Company, dated September 15, 1919, concerning a power line crossing at COSHOCTON, Ohio; annual rental \$5.00.
- 00-680 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated April 11, 1955, concerning an electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 00-673 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated September 7, 1954, concerning an electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 00-646 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated May 25, 1949, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 00-560 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated September 12, 1946, concerning an electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 00-558 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated September 12, 1946, concerning an electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 00-482 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated March 12, 1943, concerning an electric power line crossing at COSHOCTON, Ohio; no annual rental.

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- 00-377 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated November 25, 1938, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 00-144 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated June 30, 1927, concerning an electric power line crossing near COSHOCTON, Ohio; no annual rental.
- 00-140 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated May 16, 1927, concerning an electric power line crossing near COSHOCTON, Ohio; no annual rental.
- 00-133 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated March 22, 1927, as supplemented, concerning electric power line crossing near COSHOCTON, Ohio; no annual rental.
- 00-125 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated September 25, 1926, concerning electric power line crossing at COSHOCTON, Ohio; annual rental \$1.00.
- 00-121 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Service Company, dated March 12, 1926, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 27981 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company, and [The] Ohio Power Company, dated September 7, 1954, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 32333 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated March 1, 1937, concerning electric power line crossing at COSHOCTON, Ohio; annual rental \$1.00.
- 29396 Same as Custodian 00-688.
- 28419 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated April 11, 1955, concerning an electric power line crossing near COSHOCTON, Ohio; no annual rental.
- 31609 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Bell Telephone Company, dated June 3, 1959, concerning a telephone wire line crossing near COSHOCTON, Ohio; annual rental \$5.00.
- 90697 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated September 3, 1968, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.

- 90670 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated July 19, 1968, as supplemented, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 34206 Agreement between The New York, Chicago and St. Louis Railroad Company and Hunt-Crawford Division, St. Regis Paper Company, dated August 23, 1961, as supplemented, concerning construction, operation and maintenance of an industrial track at COSHOCTON, Ohio; no annual rental.
- 94220 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated August 20, 1973, concerning a telephone wire crossing at COSHOCTON, Ohio; annual rental \$15.00.
- 90658 Agreement between Norfolk and Western Railway Company and [The] Ohio Bell Telephone Company, dated February 23, 1968, concerning a telephone wire crossing at COSHOCTON, Ohio; annual rental \$45.00.
- 93877 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated January 25, 1973, concerning an electric power line crossing at COSHOCTON, Ohio; no annual rental.
- 93580 Agreement between Norfolk and Western Railway Company and The Ohio Power Company, dated January 26, 1972, concerning electric power line crossing at COSHOCTON, Ohio; no annual rental.
- OH 24 Agreement between The Wheeling and Lake Erie Railway Company and the Hill Coal Company, John Able, Proprietor, dated March 12, 1918, as assigned to Lutz-Sawel Coal Company, concerning an industrial track at COSHOCTON, Ohio; no annual rental.
- OH 59 Agreement between The Wheeling and Lake Erie Railway Company and J. J. Hanley, dated June 24, 1924, concerning a sewer pipe line crossing at COSHOCTON, Ohio; no annual rental.
- 2913-46 Agreement between Norfolk and Western Railway Company and Hopgo
C&C 71045 Resources, Inc., dated May 21, 1984, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$23.00.
- 32165 Agreement between The Wheeling and Lake Erie Railway Company and the Muskingum Valley Lumber Company, dated February 23, 1948, as supplemented, concerning the lease of property in COSHOCTON, Ohio; annual rental \$900.00.
- 51032 Agreement between Norfolk and Western Railway Company and Norma Metz, dated October 10, 1972, as supplemented, concerning lease of property in COSHOCTON, Ohio; annual rental \$660.00.
- 50433 Agreement between Norfolk and Western Railway Company and Norma Metz, dated March 8, 1969, concerning lease of property in COSHOCTON, Ohio; annual rental \$120.00.
- 52319 Agreement between Norfolk and Western Railway Company and James R. Gross, dated March 1, 1980, concerning lease of property in COSHOCTON, Ohio; annual rental of \$60.00.

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- 31320 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated February 20, 1959, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$20.00.
- 32718 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated November 7, 1935, concerning a gas pipe line crossing near COSHOCTON, Ohio; annual rental \$5.00.
- 32671 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated October 5, 1928, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$5.00.
- 30948 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated January 19, 1959, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$6.00.
- 29258 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated June 8, 1956, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$20.00.
- 33994 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated November 15, 1961, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$24.00.
- 60639 Agreement between Norfolk and Western Railway and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated March 30, 1970, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$40.00.
- 32072 Agreement between The Wheeling and Lake Erie Railway Company and The Buckeye Fabric Finishing Company, dated June 25, 1945, concerning the lease of property in COSHOCTON, Ohio; annual rental \$20.00.
- 51410 Agreement between the Norfolk and Western Railway Company and The Buckeye Fabric Finishing Company, dated September 15, 1974, as supplemented, concerning the lease of property in COSHOCTON, Ohio; annual rental \$240.00.
- 61351 Agreement between Norfolk and Western Railway Company and The Buckeye Fabric Finishing Company, dated September 15, 1974, as supplemented, concerning lease of 120 feet of track at COSHOCTON, Ohio; annual rental \$480.00.

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- OC-28 Agreement between The Wheeling and Lake Erie Railway Company and Calvin P. Giffen, dated November 2, 1918, concerning a telephone line crossing at FRESNO, Ohio; no annual rental.
- WLA-25 Agreement between Receiver of The Wheeling and Lake Erie Railway Company and John F. Amacher, dated December 27, 1916, concerning lease of property at FRESNO (White Eyes Township), Ohio; annual rental \$1.00.
- 25824 Agreement between The New York, Chicago and St. Louis Railroad
27225 Company and Simon Stewart and Joseph Helbling d/b/a Fresno Coal Company, dated February 14, 1952, as supplemented and as assigned to Fresno Coal Company, concerning use of a passing track at FRESNO, Ohio; no annual rental.
- 94396 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated April 3, 1974, concerning a telephone cable crossing at FRESNO, Ohio; annual rental \$45.00.
- 34905 No need to assign.
- 61951 Agreement between Norfolk and Western Railway Company and Redstone Corporation, dated October 25, 1978, concerning a gas pipe line crossing, at FRESNO, Ohio; annual rental \$49.50.
- NW-6020 Agreement between Norfolk and Western Railway Company and Jerry Moore, Inc., dated October 14, 1983, concerning a gas pipe line crossing at FRESNO, Ohio; annual rental \$6.80.

Exhibit B

- 90827 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated May 25, 1969, concerning electric power line crossing at COSHOCTON, Ohio; annual rental \$910.00; 50%
- 26797 Agreement between The New York, Chicago and St. Louis Railroad Company and the City of Coshocton, dated January 8, 1953, concerning numerous pipe line crossings at COSHOCTON, Ohio; no annual rental; 50%
- 27312 Agreement between The New York, Chicago and St. Louis Railroad Company and The Coshocton Lumber Company, dated December 7, 1953, concerning an industrial at COSHOCTON, Ohio; no annual rental; 50%
- 32752 Agreement between The Wheeling and Lake Erie Railway Company and the City of Coshocton, Ohio, dated December 24, 1935, concerning numerous water pipe line crossings at COSHOCTON, Ohio; annual rental of \$10.00; 10%
- 34921 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor by merger) dated March 29, 1963, concerning a gas pipe line crossing at COSHOCTON, Ohio; annual rental \$10.00; 50%
- 05-179 Agreement between The Wheeling and Lake Erie Railway Company and The Suburban Power Company, dated November 5, 1927, concerning a power line crossing at DRESDEN, Ohio; annual rental \$5.00; 80%
- 05-212 Agreement between The Wheeling and Lake Erie Railway Company and The Suburban Power Company, dated June 29, 1929, concerning water pipe line crossing at DRESDEN, Ohio; no annual rental; 50%
- 32304 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated February 6, 1942, concerning power line crossing at DRESDEN, Ohio; annual rental \$5.00; 50%



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. | 3 Maturity date (if any): 8/10/2004

1 Debtor (s) (Last Name First) and address (es) J & J Leasing, a sole proprietorship 3353 Charring Cross Drive Stow, Ohio 44224	2 Secured Party (ies) and address (es) BancOhio National Bank 155 East Broad Street Columbus, Ohio 43251-0034 X FILE (11)	For Filing Officer (Date, Time, Number, and Filing Office) 08/21/03 10:53AM 000132 9.00 PARTIAL RELEASE SCG: 00879936 OFFICE OF THE SECRETARY OF STATE SHERROD BROWN
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This statement refers to original Financing Statement No. AAU0006633 Dated 4/11 1903

A. Continuation <input type="checkbox"/>	B. Partial Release <input checked="" type="checkbox"/>	C. Assignment <input type="checkbox"/>	D. Other: <input type="checkbox"/>
<small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	<small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	<small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	

a specific items described in attached Schedule "A".

Filed with Secretary of State.
This instrument prepared by BancOhio National Bank

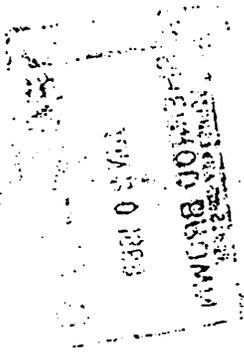
Dated: 6/13 1903 By: [Signature]
(Signature of Secured Party)

DEBTOR/MORTGAGOR
 Jerry Joe Jacobson
 J & J Leasing, a sole proprietorship
 3353 Charring Cross Drive
 Stow, Ohio 44224

06/21/88 10:53AM 000158 9.00
 PARTIAL RELEASE SEQ: 00879936
 OFFICE OF THE SECRETARY OF STATE
 SHERRILL
 CASHIER: 3 TERMINAL: 2

SECURED PARTY/MORTGAGEE
 BancOhio National Bank
 155 East Broad Street
 Columbus, Ohio 43251-0034

DESCRIPTION	UNIT #	MODEL	SERIAL # IF APPL.	MANUFACTURER	RR FORMERLY USED
Locomotive	101	S2	N/A	American Locomotive Company	
Locomotive	102	S2	N/A	American Locomotive Company	
Flat Car	521	60-Ton	N/A	American Car & Foundry	
1 Backhoe			3C3 49977	J.C. Bean	Conrail



subscribed hereto by John R. Turbyfill, their Vice President, and
Dezora M. Martin, their Assistant Secretary, respectively,
thereunto duly authorized by resolution of their boards of directors, this
6th day of April, 19 88.

Signed and acknowledged
in the presence of:

THE WHEELING AND LAKE ERIE
RAILWAY COMPANY,

By

S. S. Hobson
Witness

John R. Turbyfill
Vice President

ATTEST:

Virginia B. Taylor
Witness

Dezora M. Martin
Assistant Secretary

Signed and acknowledged
in the presence of:

NORFOLK AND WESTERN RAILWAY COMPANY.
By

S. S. Hobson
Witness

John R. Turbyfill
Vice President

ATTEST:

Virginia B. Taylor
Witness

Dezora M. Martin
Assistant Secretary

This instrument prepared by:

Bruce A. Dean
Attorney at Law
Norfolk Southern Corporation
185 Spring Street, S.W.
Atlanta, Georgia 30303

BAD:cm
4/4/88
72481
0584R-10

STATE OF VIRGINIA

CITY OF NORFOLK

SS.

BE IT REMEMBERED, That on this 6th day of April, 1939, before me, the subscriber, a Notary Public in and for said State, personally came, John R. Turbyfill, Vice President, and Dezora M. Martin Assistant Secretary, of The Wheeling and Lake Erie Railway Company, one of the Grantors in the foregoing Deed, and acknowledged the signing thereof to be their and its voluntary act and deed, pursuant to authority of its board of directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

J. D. Finner

My commission expires: _____

My Commission Expires December 22, 1951

STATE OF VIRGINIA

CITY OF NORFOLK

SS.

BE IT REMEMBERED, That on this 6th day of April, 1988,
before me, the subscriber, a Notary Public in and for said State,
personally came, John R. Turbyfill, Vice President, and
Dezora M. Martin, Assistant Secretary, of the Norfolk and Western
Railway Company, one of the Grantors in the foregoing Deed, and acknowledged
the signing thereof to be their and its voluntary act and deed, pursuant to
authority of its board of directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed
my seal on this day and year aforesaid.

J. D. Bruce

My commission expires: _____

My Commission Expires December 22, 1991

EXHIBIT A

All those certain pieces or parcels of land, situate, lying and being in the Counties of Stark, Tuscarawas, Holmes, Coshocton, and Muskingum of the State of Ohio, as described below:

All that portion of The Wheeling and Lake Erie Railway Company line of railroad and right of way or land (known as the Zanesville District) of said Railway, extending from a line crossing said Railway right of way at Station 3884+27.4 of the Pittsburgh Division - Zanesville District of said Railway at about Milepost CZ 73.63 in the Town of Harmon, Ohio; thence, extending in a general Southwardly direction to the end of the Zanesville District in the City of Zanesville, Ohio, at Station 7612+10.89, at about Milepost CZ 144.17, a distance of 70.54 miles, more or less, described as follows:

BEGINNING at Survey Station 3884+27.4 and running through the County of Stark, Sugar Creek Township as follows: With a strip primarily 66 feet in width running through Section 12, T. 11, R. 10 to Station 3910+72.3; thence, continuing through said Section 12 with a strip 80 feet in width to Station 3913+62.3; thence, through Sections 11, 14 and 23, T. 11, R. 10 with a strip 66 feet in width to Station 4042+04.3, including two triangular-shaped parcels located right, at about Station 3947+30; thence, continuing through said Section 23 and through Section 26, T. 11, R. 10 with an irregular-shaped parcel varying in width from 66 feet to 118 feet to about Station 4068+80; thence, continuing through said Section 26, with a strip 100 feet in width to about Station 4084+00; thence, through said Section 26 and Section 35, T. 11 N., R. 10 W. with a strip varying in width from 132 feet to 99 feet at about Station 4105+00; thence, through said Section 35 with a strip 66 feet in width to Station 4131+22.6; thence, with a strip 116 feet in width, 83 feet left and 33 feet right of the center line of main track of The Wheeling and Lake Erie Railway Company to Station 4136+81.7; thence, with a strip 66 feet in width, 33 feet left and 33 feet right of said center line to about Station 4140+40; thence, with a strip 76 feet in width, 33 feet left and 43 feet right of said center line to about Station 4143+70; thence, continuing through said Section 35 and Frac. Section 2, T. 10, R. 10 with a strip 66 feet in width to the Stark-Tuscarawas County line at Station 4177+26.1; thence, through Tuscarawas County, Wayne Township as follows: Running through Lots 12 T. 10, R. 3, Lots 11, 10 and 9 with a strip 66 feet in width to about Station 4226+10; thence, through Lot 9 and Lots 15 and 16, T. 10 N. with a strip varying in width from 80 feet to 125 feet to about Station 4268+20; thence, continuing through said Lot 16 and Frac. Section 15, T. 10 N., R. 3 W. with a strip 100 feet in width to about Station 4294+15; thence, continuing through said Frac. Section 15, Section 16, T. 10 N., R. 3 W., Lot 6 T. 10 N., R. 4 W., Lot 11, Lot 16 T. 10 N., R. 4 W. with a strip varying in width from 66 feet to 132 feet to about Station 4378+15; thence, continuing through said Lot 16, Lots 21 and 22 T. 10 N., R. 4 W. with a strip primarily 132 feet in width to about Station 4427+15; thence, continuing through said Lot 22, Lot 2, T. 9 N., R. 4 W., Lots 6, 7, 12 and 13 with a strip varying in width from 83 feet to 175 feet to about Station 4534+80; thence, continuing through said Lot 13 and Lot 18, T. 9 N., R. 4 W. with a strip 83 feet in width to about Station 4554+80; thence, continuing through said Lot 18, Lot 23, T. 9 N., R. 4 W., Lot 22 with a strip varying in width from 83 feet to 130 feet to the end of Wayne Township at Station 4606+50; thence, through Tuscarawas County, Sugar Creek Township as follows: Running through Section 11, T. 9 N., R. 4 W. with a strip varying in width from about 62 feet to about 118 feet to Station 4631+90.88; thence, continuing through said Section 11, Section 20 and Section 19, T. 9 N., R. 4 W. with a strip 100 feet, more or less, in width to Station 4655+51.8 Back which equals Station 4619+27.5 Ahead; thence, continuing through said Section 19, Section 20, T. 9 N., R. 4 W., Section 21, T. 9, R. 4, Section 1 and Section 2, T. 8, R. 4 with a strip 66 feet in width to about Station 4793+80 including a strip 42 feet wide by about 370 feet long located left at about Station 4774+00; thence, continuing through said Section 2 and Section 9, T. 8, R. 4 with an irregular-shaped parcel varying in width from 66 feet to about 100 feet to about Station 4810+50; thence, continuing through said Section 9 with a strip

66 feet in width to the end of Sugar Creek Township at Station 4865+88; thence, continuing with said 66 foot wide strip, running through Tuscarawas County, Auburn Township, Section 12, T. 8, R. 4, Section 13, T. 8, R. 4, to the Tuscarawas-Holmes County line at Station 4935+57.5; thence, running through Holmes County, Clark Township, as follows: Running through Section 14, T. 8, R. 4, Section 17, T. 8, R. 4, Section 16, T. 8, R. 4, Section 25, T. 8, R. 4, with a strip 66 feet in width to about Station 5065+80; thence, with an irregular-shaped parcel varying in width from 66 feet to 260 feet, more or less, running to the Holmes-Tuscarawas County line at Station 5083+90.8; thence, running through Tuscarawas County, Bucks Township as follows: Through Section 5, T. 7, R. 4 with a strip varying in width from 76 feet to 50 feet at about Station 5108+70; thence, continuing through said Section 5 with a strip 66 feet in width to the Tuscarawas-Coshocton County line at Station 5138+11.5; thence, running through Coshocton County, Crawford Township, as follows: Through Lot 6, Lot 5, T. 7, R. 5 and Lot 4, with a strip varying in width from 66 feet to 160 feet, more or less, to Station 5173+50 including an irregular-shaped parcel located left at about Station 5173+00; thence, through Lot 13, T. 7, R. 5, Lot 14 with a strip 66 feet in width to Station 5196+01.3; thence, continuing through said Lot 14, Lots 15, 16, 1, Section 11, T. 7, R. 5, Section 20, T. 7, R. 5, Section 21, T. 7, R. 5 with a strip varying in width from 66 feet to 240 feet to about Station 5330+40; thence, continuing through said Section 21, with a strip 66 feet in width to about Station 5362+10; thence, continuing through said Section 21 with a strip varying in width from 83 feet to 200 feet to the end of Crawford Township at about Station 5389+10; thence, running through Coshocton County, White Eyes Township, as follows: Through Lot 28, T. 6, R. 5 with a strip varying in width from 200 feet to 56 feet to about Station 5400+30; thence, continuing through said Lot 28, Lot 27, Lot with unknown number, Lot 18 and Lot 14 with a strip 66 feet in width to Station 5470+15.5; thence, continuing through said Lot 14 and Lot 13 with a strip varying in width from 45 feet to 62 feet to about Station 5488+10 where the center line of White Eyes Creek crosses the Railway right of way; thence, continuing through said Lot 13, Lots 4, 3, 5, T. 6, R. 5 and Lot 3, T. 6, R. 5 with a strip 66 feet in width to Station 5541+75, including a triangular-shaped parcel lying to the right at about Station 5516+00; thence, continuing through said Lot 3, Lot 8 and Lot 7, T. 6, R. 5 with an irregular-shaped parcel varying in width from 43 feet to about 160 feet to Station 5592+44.28, the center line of TR. Road 173; thence, through Lot 14 with a strip 100 feet in width to Station 5619+59.2; thence, through Lots 17 and 24 with a strip 66 feet in width to the end of White Eyes Township at Station 5673+73.15; thence, running through Coshocton County, Lafayette Township, as follows: Through the first quarter Twp., T. 5, R. 5 with a strip 100 feet in width to Station 5689+51.65; thence, with a strip 33 feet in width to the right of the center line of right of way and with a varying width to the left of said center line, generally paralleling the Ohio Canal, through the first and second quarters Twp., T. 5, R. 5 and Lot 3 to Station 5779+19.6; thence, continuing through said Lot 3 with a strip 72 feet in width to about Station 5789+75; thence, continuing through said Lot 3, Lot 5, T. 5, R. 5, Lot 6, T. 5, R. 5, Lot 3, T. 5, R. 5 with a strip 66 feet in width to the end of Lafayette Township at Station 5884+39, including an approximate 25 foot wide strip of land located right from about Station 5843+20 to about Station 5848+00; thence, running through Coshocton County, Tuscarawas Township as follows: Through Lot 8, T. 5, R. 6 with a strip 66 feet in width to about Station 5909+20; thence, continuing through said Lot 8, Lot 7 and Lot 6, T. 5, R. 6 with a strip varying in width from 66 feet to 225 feet, more or less, to about Station 5992+15; thence, continuing through Tuscarawas Township with a strip 66 feet in width to Station 6023+92, including an approximate 10 foot by 20 foot strip located left at about Station 6000+50; thence, continuing with a strip varying in width from 75 feet to 150 feet to Station 6041+10; thence, continuing with a strip 66 feet in width to Station 6098+61.6; thence, continuing with a strip 86 feet in width to about Station 6101+62; thence, continuing with a strip 66 feet in width to Station 6158+45.7, including a strip 5 feet wide located right from about Station 6119+80 to about Station 6130+40 and also a strip approximately 66 feet by 560 feet and an irregular-shaped parcel located left of about Station 6129+00; thence, continuing with a strip 80 feet in width running through Lot 18 and Lot 9, T. 5, R. 6, to the end of Tuscarawas Township at Station

6198+84.7; thence, running through Coshocton County, Franklin Township as follows: Through the second quarter Twp., T. 4, R. 6 with a strip varying in width from 60 feet, more or less, to 120 feet to about Station 6276+20; thence, continuing through said second quarter Twp. with a strip 100 feet in width to about Station 6306+08; thence, continuing through the second and third quarter Twp., T. 4, R. 6 with a strip 80 feet in width to the Muskingum River at about Station 6374+75; thence, continuing through said third quarter Twp. as follows: With a strip varying in width from 100 feet to 150 feet to about Station 6388+00; thence, with a strip 100 feet in width to about Station 6416+00; thence, with a strip 130 feet in width to about Station 6426+00; thence, with a strip varying in width from 100 feet to about 75 feet to the end of the third quarter Twp., T. 4, R. 6, Franklin Township at Station 6445+64.35; thence, running through Coshocton County, Virginia Township, T. 4, R. 7, as follows: Through Lots 21, 22 and 34 with a strip varying in width from 50 feet to 60 feet to Station 6480+21.5; thence, through Lot 35 and Lot 33, with a strip varying in width from about 70 feet to about 100 feet to about Station 6496+50; thence, through Lot 33 and Lot 32 with a strip 80 feet in width to Station 6523+96.7; thence, through Lot 31 with a strip 90 feet in width to Station 6542+97.1; thence, through Lot 30 with a strip 100 feet in width to the Coshocton-Muskingum County line at about Station 6552+50; thence, running through Muskingum County, Cass Township, T. 3, R. 7, as follows: With a strip varying in width from 69 feet, more or less, to 140 feet, more or less, to about Station 6598+35, including two irregular-shaped parcels at Second and Oak Streets, varying in width from 5 feet, more or less, to 80 feet, more or less; thence, a strip 110 feet in width to Station 6611+62.7; thence, a strip 100 feet in width to Station 6626+49.25; thence, a strip 80 feet in width to Station 6644+25; thence, a strip varying in width from about 95 feet to 173 feet to Station 6703+53; thence, through second quarter Twp., T. 3, R. 7, and first quarter Twp., T. 3, R. 8, Lots 20 and 21, with a strip 130 feet in width to about Station 6745+10; thence, continuing through said Lot 21 and Lot 22 with a strip 100 feet in width to Station 6775+32.25, including an irregular-shaped parcel at about Station 6750+00; thence, through Lot 39 with a strip 60 feet in width to the center line of TP Road 403 at Station 6802+12.7; thence, through Lot 49 with a strip 150 feet in width to the center line of Hakatomaka Creek; thence, continuing with a strip varying in width from 100 feet to 70 feet to the south edge of the Ohio Canal; thence, crossing said Ohio Canal, through the corporation of Dresden with various irregular-shaped parcels to about Station 6862+80; thence, continuing through the corporation of Dresden and through Jefferson Township, Lots 9, 8, 11 and 18, T. 3, R. 8 with a strip 100 feet in width to the end of Jefferson Township at Station 6941+15.9; thence, running through Muskingum County, Cass Township, Lot 21, T. 3, R. 8 with a strip 90 feet in width to about Station 6976+00 including a triangular-shaped parcel on the right at about Station 6977+00; thence, running through Muskingum County, Muskingum Township as follows: Through Lot 6 and Lot 5, T. 2, R. 8 with an irregular-shaped parcel varying in width from 100 feet to 285 feet, more or less, to about Station 6987+25; thence, through Lot 5, T. 2, R. 8, Lot 6, T. 2, R. 7 and Lot 1 with a strip 100 feet in width to about Station 7069+40, including two irregular-shaped parcels on the left running from Station 7011+04.5 to Station 7041+24.2; thence, continuing through said Lot 1 with a strip varying in width from 50 feet to 171 feet to Station 7097+80.9; thence, through Lots 2 and 3, T. 2, R. 7, Lot 4, second quarter Twp., with strips 100 feet in width to Station 7161+41, including irregular-shaped parcels in said Lot 3, located left from about Station 7122+50 to about Station 7129+45, also including a rectangular-shaped parcel in said Lot 4 located on the right from about Station 7145+80 to Station 7161+41; thence, through the third quarter Twp. with a strip varying in width from 35 feet, more or less, to 90 feet, more or less, to Station 7179+74.63; thence, continuing through said third quarter Twp. with a strip 60 feet in width to Station 7203+74.63; thence, continuing with a strip 100 feet in width to the end of Muskingum Township, T. 2, R. 7, at Station 7307+75, including rectangular-shaped parcels located left and right at about Station 7211+00, also including irregular-shaped parcels on the right at Station 7246+50 and Station 7248+50; thence, running through Muskingum County, Falls Township, T. 1, R. 7, as follows: With a strip 70 feet in width to Station 7327+49.7; thence, a strip 100 feet in width to Station 7341+63.7 at County Road 309-A; thence, through Lot 1 with a strip 60

feet in width to Station 7367+38.7; thence, continuing through said Lot 1 and Lot 6, T. 1, R. 7, and the second and third quarters Twp. with strips 100 feet in width to Station 7466+76.5; thence, continuing through said third quarter Twp. with a strip 140 feet in width to Station 7490+72.3; thence, continuing through Falls Township and West Zanesville with a strip, varying in width, following the north bank of the Muskingum River, also including various strips and irregular-shaped parcels in West Zanesville to the end at Lee Street, Station 7612+10.89.

EXCEPTING FROM THE FOREGOING THE FOLLOWING TWELVE PARCELS OF LAND:

- (1) All that portion of the following three Railway Parcels shown on Map V-2/75, lying adjacent and southeasterly of a line parallel to and 31 feet distant, southeasterly, of the center line of main track of aforesaid Railway from about Station 4625+00 to Station 4631+00: Parcel No. 8 as acquired in Deed dated September 18, 1883, and recorded in Deed Book 85, Page 520; Parcel No. 16 and Parcel No. 18 as acquired in Deed dated April 23, 1938, and recorded in Deed Book 271, Page 217.
- (2) All that portion of the following three Railway Parcels lying adjacent and Northwestwardly, of a line parallel to and 33 feet distant, Northwestwardly, of the center line of main track of aforesaid Railway from Station 4798+44.21 to about Station 4807+65: Parcel No. 6, Map V-2/78 as acquired in Deed dated October 31, 1883, and recorded in Deed Book 85, Page 492; Parcel No. 7, Map V-2/78 and Parcel No. 1, Map V-2/79 as acquired in Deed dated August 27, 1883, and recorded in Deed Book 85, Page 515.
- (3) All that portion of Railway Parcel No. 6, Map V-2/87 as acquired in Deed dated September 20, 1881, and recorded in Deed Book 58, Page 425, lying adjacent and Southwestwardly of a line parallel to and 50 feet distant, Southwestwardly, of the center line of main track of aforesaid Railway from the south line of Co. Rd. 86 at about Station 5261+30 to about Station 5265+30.
- (4) All of Railway Parcel No. 6, Map V-2/93, lying adjacent and Northeastwardly of a line parallel to and 33 feet distant, Northeastwardly, from the center line of main track of aforesaid Railway from Station 5553+94.9 to Station 5556+26.75 as acquired by the following deeds: Deed dated February 9, 1912, and recorded in Deed Book 110, Page 219; Deed dated February 9, 1912, and recorded in Deed Book 115, Page 140; and Deed dated December 12, 1912, and recorded in Deed Book 117, Page 308.
- (5) All that portion of Railway Parcel No. 4, Map V-2/102 as acquired in Deed dated June 13, 1882, and recorded in Deed Book 69, Page 488, lying adjacent and Northwestwardly of a line parallel to and 25 feet distant, Northwestwardly, of the center line of main track of aforesaid Railway from the south line of East Main Street to the north line of Walnut Street.
- (6) All of the following Railway Parcels on Map V-2/102-A: Parcel No. 1 as acquired in Deed dated December 20, 1882, and recorded in Deed Book 58, Page 454; Parcel No. 2 as acquired in Deed dated March 29, 1904, and recorded in Deed Book 99, Page 128; and Parcel No. 3 as acquired by Adverse Possession without and recording data.
- (7) All that portion of Railway Parcel No. 12, Map V-2/117 as acquired in Deed dated March 13, 1889, and recorded in Deed Book 97, Page 212, lying adjacent and Eastwardly of a line parallel to and 12 feet distant, Eastwardly, from center line of Railway Track No. 3, and all that portion of said Railway Parcel No. 12 lying adjacent and Westwardly of a line parallel to and 12 feet distant, Westwardly, of the center line of main track of aforesaid Railway.

- (8) All of the following Railway Parcels on Map V-2/131: Parcel No. 12 as acquired in Deed dated March 30, 1889, and recorded in Deed Book 91, Page 432; Parcel No. 14 as acquired in Deed dated January 20, 1889, and recorded in Deed Book 92, Page 242, and Deed dated January 15, 1891, and recorded in Deed Book 96, Page 639. Part of the following Railway Parcels on Map V-2/131: Parcel No. 11 as acquired in Deed dated March 30, 1889, and recorded in Deed Book 91, Page 432; Parcel No. 13 as acquired in Deed dated January 20, 1889, and recorded in Deed Book 92, Page 242, and Deed dated January 15, 1891, and recorded in Deed Book 96, Page 639. Parcel No. 15 as acquired in Deed dated March 30, 1889, and recorded in Deed Book 91, Page 432; Parcel No. 16 claimed by Adverse Possession without date and recording data; Parcel No. 17 as acquired in Deed dated March 8, 1889, and recorded in Deed Book 90, Page 593, and Deed dated January 24, 1890, and recorded in Deed Book 93, Page 509. Being more particularly described as follows: Beginning at a point in the east line of Dunn Street at the northern corner of said Railway Parcel No. 12; thence, with the eastern line of Dunn Street South 27°15' West about 300 feet to a point; thence, leaving Dunn Street, parallel with the north line of said Railway Parcel No. 17, in a Southeastwardly direction for a distance of 125 feet to a point, a projection of last-mentioned course, Southeastwardly, about 80 feet from said point, intersects the center line of main track of aforesaid Railway at Station 7582+08; thence, from last-described point in a Northeastwardly direction for a distance of about 340 feet to a point at the western corner of Railway Parcel No. 9 as acquired in Deed dated June 22, 1889, and recorded in Deed Book 93, Page 495; thence, South 62°45' West about 290 feet to the POINT OF BEGINNING.
- (9) All that portion of Railway Parcel No. 3, Map V-2/66 as acquired in Deed dated March 27, 1883, and recorded in Deed Book 202, Page 40, lying adjacent and Eastwardly of a line parallel to and 33 feet distant, Eastwardly, of the center line of main track of the aforesaid Railway from the north line of Main Street Northwardly to a line which bears Eastwardly at right angle to center line Station 4136+81.7. All that portion of Railway Parcel No. 4, Map V-2/66 as acquired in the above-mentioned Deed, lying adjacent and Eastwardly of a line parallel to and 33 feet distant, Eastwardly, of said center line from the north line of 2nd Street to the South line of Main Street.
- (10) All of Railway Parcel No. 6, Map V-2/125 and Railway Parcel No. 1, Map V-2/126 as acquired in Deed dated October 6, 1890, and recorded in Deed Book 96, Page 456.
- (11) All that piece or parcel of land situated, lying and being in the City of Zanesville, Muskingum County, Ohio, and being more particularly described as follows:

Being a parcel of land of irregular shape bounded on the West by Linden Avenue and properties of others, on the North by Lasalle Place and properties of others, on the Southeast by a line parallel or concentric with and forty (40) feet northwesterly as measured normal from the center line of the main track and on the South by properties of others.

Said parcel being portions of properties covered by the following deeds from T. F. Spangler to W. O. Chapman, dated July 20, 1889, as recorded in Book 92 at Page 244, and as recorded in Book 92 at Page 243, and as recorded in Book 92 at Page 240; and also portions of properties conveyed by Levi Miller to W. O. Chapman by Deed dated September 25, 1889, as recorded in Book 92 at Page 498; and by deed from James G. England, et al, to W. O. Chapman, dated September 24, 1889, as recorded in Book 92 at Page 503 and also by appropriation from Gohern Manufacturing Company to C&S Railroad Company, dated November 6, 1889, as recorded in CR 11 at Page 175 and also by ordinance from the City of Zanesville to the W&LE Railway Company, dated February 26, 1912, Ordinance Number 62-17, and also all of those properties conveyed by

VALUATION MAPPARCELCOUNTYDEED BOOK/PAGE

V2/73	1,2,4,5,6.	"	271/217
"	7,8,9,10	"	271/217
"	3	"	85/487
V2/74	1,2,3,4,5,	"	271/217
"	6	"	271/217
V2/75	1,3,9,10.	"	271/217
"	11,12,13.	"	271/217
"	14,15,16.	"	271/217
"	17,18,19.	"	271/217
"	20	"	271/217
"	8	"	85/520
V2/75a	1	"	271/217
"	2	"	85/513
"	4,5	"	None
"	6	"	85/507
"	7	"	85/519
V2/76	1	"	85/519
"	2	"	85/510
"	3	"	85/517
V2/77	1	"	85/517
"	2,5	"	None
"	3	"	85/505
"	4	"	85/506
V2/78	1,3,4	"	None
"	2	"	85/506
"	5	"	85/503
"	6	"	85/492
"	7	"	85/515
"	8	"	217/4
"	9	"	318/194
"	10	"	338/239
V2/79	1	"	85/515
"	2	"	178/191
"	3	"	175/506
"	4	"	175/505
"	5	"	Ord. 1/77
"	6	"	85/512
"	7	"	85/509
"	8	"	85/497
"	9	"	85/502
"	10	"	85/517
"	11	"	85/500
"	12	"	85/501
"	13	"	85/498
V2/80	1	"	85/498
"	2	"	85/524
"	3,4	"	None
"	5	"	85/521
"	6	"	85/525
V2/81	1	"	85/525
"	2	"	85/523
"	3	Holmes	47/172
"	4	"	47/173
V2/82	1	"	47/173
"	2	"	47/174
"	3	"	47/175

<u>VALUATION MAP</u>	<u>PARCEL</u>	<u>COUNTY</u>	<u>GRID BOOK/PAGE</u>
V2/83	1	"	47/178
"	2	"	47/179
"	3	"	47/181
"	4	"	47/182
"	5	"	99/133
V2/84	1	"	47/182
"	2	Tuscarawas	85/531
"	3	"	85/527
"	4	"	85/529
"	5	"	85/533
"	6	"	85/526
"	7	"	85/532
"	8	"	85/485
"	9	"	85/483
"	10, 12	"	None
"	11	"	85/528
"	13, 14	"	211/131
"	15	Holmes	99/32
"	16	"	99/133
"	17	Tuscarawas	398/386
V2/85	1	Tuscarawas &	None
"	"	Coshocton	"
"	2	Coshocton	L. R. 10/200
"	"	"	62/563
"	3	"	58/444
"	4	"	None
"	5	"	58/443
"	6	"	58/439
V2/86	1	"	58/439
"	2	"	58/433
"	3	"	58/421
"	4	"	58/414
V2/87	1	"	58/414
"	2, 3	"	58/411
"	4	"	60/360
"	5	"	115/336
"	6	"	58/425
"	7	"	115/336
"	8	"	60/374
"	9	"	115/150
V2/88	1	"	60/374
"	2	"	115/150
"	3	"	58/412
"	4	"	58/427
"	5	"	58/429
V2/89	1	"	58/429
"	2, 3	"	58/431
"	4, 5	"	58/437
V2/90	1	"	58/437
"	2	"	60/378
"	"	"	122/486
V2/91	1	"	60/378
"	"	"	122/486
"	2	"	122/223
"	3	"	90/593
V2/92	1	"	90/593
"	2	"	122/221
"	"	"	

<u>VALUATION MAP</u>	<u>PARCEL</u>	<u>COUNTY</u>	<u>DEED BOOK/PAGE</u>
V2/93	1,2	"	58/452
"	3	"	122/485
"	4,5	"	58/441
"	5	"	110/219
"	6	"	115/140
"	"	"	117/308
"	7	"	60/356
"	8	"	60/367
"	9	"	None
"	10	"	122/222
"	11	"	58/419
V2/94	1	"	58/419
"	2	"	58/423
"	3	"	58/417
V2/95	1	"	58/417
"	2	"	58/415
"	3	"	58/419
"	4	"	None
"	5	"	42/280
V2/96	1	"	None
"	2	"	60/372
"	3	"	60/358
"	4	"	60/359
"	5,6	"	42/280
V2/97	1	"	60/359
"	2	"	60/370
"	3	"	60/365
"	4	"	62/173
"	5	"	None
"	6	"	58/420
"	7	"	94/130
"	8	"	58/446
"	9	"	42/277
"	10,11	"	42/280
V2/98	1	"	58/446
"	2	"	58/451
"	3	"	210/496
V2/99	1	"	58/451
"	2	"	58/448
"	3	"	60/363
V2/100	1	"	60/363
"	2,3,4,5	"	155/76
V2/101	1	"	155/76
"	2	"	60/368
"	3	"	60/361
"	4	"	90/606
"	5,6	"	155/76
"	7	"	179/443
"	8	"	City Ord. 41-63
V2/102	1	"	60/361
"	2	"	90/606
"	3,4	"	69/488
"	5	"	None
"	6	"	69/488
"	7	"	58/454
"	8	"	CR 1/30
"	9	"	60/361

<u>VALUATION MAP</u>	<u>PARCEL</u>	<u>COUNTY</u>	<u>DEED BOOK/PAGE</u>
V2/102a	1	"	58/454
"	2	"	99/128
"	3,8	"	None
"	4	"	OR 5/49
"	"	"	Council
"	"	"	Minutes
"	"	"	6-12-18
"	5	"	96/395
"	6	"	105/488
"	7	"	106/540
"	9	"	None
V2/103	1,2	"	65/354
"	3	"	65/368
"	4	"	65/356
"	5	"	65/421
"	6	"	122/272
V2/104	1,2	"	65/121
"	3,4,5,6	"	122/272
"	7	"	106/345
"	8	"	68/1
"	9	"	66/138
"	10	"	68/1
"	11	"	68/3
"	12	"	68/5
"	13	"	68/6
"	14	"	68/8
"	15	"	328/6
"	16	"	331/241,247,249
V2/105	1	"	68/8
"	2	"	68/10
"	3	"	68/12
V2/106	1	"	68/12
"	2	"	71/50
"	3	"	58/14
"	4	"	68/16
V2/107	1	"	68/16
"	2	"	68/18
V2/108	1	"	68/18
"	2	"	68/20
"	3	"	68/22
"	4	"	68/24
"	5	"	None
"	6	"	68/26
V2/108a	1	"	94/142
V2/109	1	"	68/26
"	2	"	68/28
V2/110	1	"	68/28
"	2	"	68/30
"	3	"	68/33
V2/111	1	"	68/33
"	2	"	None
"	3	"	68/35
"	4	"	72/30
V2/112	1	"	72/30
"	2	Muskogum	98/254

<u>VALUATION MAP</u>	<u>PARCEL</u>	<u>COUNTY</u>	<u>DEED BOOK/PAGE</u>
V2/113	1	"	91/2
"	2	"	91/4
"	3	"	91/5
"	4	"	96/223
"	5	"	97/360
V2/114	1	"	97/360
"	2	"	91/7
"	3	"	91/8
V2/115	1	"	91/8
"	"	"	91/9
"	2	"	96/219
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"	4	"	283/541
"	"	"	584/112
V2/115a	1,2,3,4	"	520/852
"	5,6	"	252/721
"	7	"	531/614
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"	"	"	584/112
"	7	"	283/541
"	"	"	584/112
V2/115b	1	"	252/721
"	2	"	253/634
"	3	"	253/351
"	4	"	253/351
"	2,3,4	"	283/541
"	"	"	584/112
V2/115c	1	"	252/704
"	2	"	252/708
"	1,2	"	283/541
"	"	"	584/112
V2/115d	1,2,3	"	253/36
"	4	"	253/30
"	5	"	252/618
"	6	"	253/33
"	1,2,3,4,5,	"	283/541
"	"	"	584/112
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V2/115e	1	"	253/33
"	2,3,4,5	"	264/144
"	6	"	264/441
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V2/115f	1	"	264/441
"	2	"	254/140
"	3	"	264/441
"	1,2,3,	"	283/541
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V2/116	1	"	96/219
"	2	"	91/8
"	"	"	91/9
"	3	"	31/11
"	4	"	91/12

VALUATION MAPPARCELCOUNTYDEED BOOK, PAGE

"	5	"	97/210
"	6,8	"	None
"	7	"	97/211
"	9	"	97/209
"	10	"	97/207
"	11	"	97/210
"	12	"	97/212
"	13	"	96/270
"	14	"	96/458
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"	16	"	96/273
"	17	"	96/225
"	18	"	96/274
"	19	"	97/208
"	20	"	91/14
"	21	"	67/484
V2/118	1	"	91/14
"	2	"	116/92
"	3	"	None
"	4	"	91/14
"	5	"	97/15
"	6	"	96/229
V2/119	1	"	96/229
"	2	"	91/16
V2/120	1	"	91/16
"	2	"	122/520
"	3	"	91/21
"	4	"	125/9
"	5	"	CR 16/37
"	6	"	91/17
"	7,8	"	132/342
V2/121	1	"	91/17
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"	5	"	CR 11/9
V2/122	1	"	CR 11/9
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"	3	"	102/545
"	4	"	106/504
"	5,6	"	231/138
"	7	"	242/455
"	8	"	243/43
V2/123	1	"	106/504
"	2	"	91/25
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"	4	"	164/244
"	5	"	238/20
"	6	"	230/95
V2/124	1	"	91/26
"	2	"	None
"	3	"	91/28
"	4	"	91/26
"	5,6	"	230/93
"	7	"	229/396
"	8,9	"	232/580

VALUATION MAP

PARCEL

COUNTY

DEED BOOK/PAGE

V2/125

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230/93

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146/373

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V2/126

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V2/128

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V2/129

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V2/130

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11,12,13,

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V2/131

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ASSIGNMENT AND ASSUMPTION OF VARIOUS
AGREEMENTS, LEASES, LICENSES AND ORDINANCES

FOR VALUE RECEIVED, NORFOLK AND WESTERN RAILWAY COMPANY and THE WHEELING AND LAKE ERIE RAILWAY COMPANY, hereinafter referred to as "Assignors," do hereby sell, transfer and assign unto OHIO CENTRAL RAILROAD, INC., hereinafter referred to as "Assignee," all of the right title and interest of Assignors in those various agreements, leases, licenses and ordinances, indicated on Exhibit A, attached hereto and made a part hereof; the instruments indicated on Exhibit A being those affecting property totally included in the property conveyed by Assignors to Assignee by deed dated April 6, 1988. Assignors further sell, transfer and assign unto Assignee the right, title and interest of Assignors in those various agreements, leases, licenses and ordinances indicated on Exhibit B, attached hereto and made a part hereof, in the approximate percentage indicated with each instrument listed on Exhibit B; the instruments indicated on Exhibit B being those affecting property only partially within the property conveyed by Assignors to Assignee by the above referenced deed - it being the intent to sell, transfer and assign only so much of the instruments indicated on Exhibit B as affects the property conveyed by said deed.

Assignee does hereby assume to the extent of the interest hereby assigned all of the covenants, promises and obligations of Assignors contained within the subject agreements, leases, licenses and ordinances.

Within a reasonable time from the date of this agreement Assignors will deliver to Assignee the original documents indicated on Exhibit A and copies of the documents indicated on Exhibit B. Assignee reserves the right to reject and refuse to accept assignment of any of the aforesaid instruments that do not affect the subject property by giving Assignors notice within thirty (30) days of the date of delivery of same to Assignee. Failure of Assignee to reject or refuse to accept assignment will constitute assumption by Assignee of the covenants, promises, and obligations of Assignors under

It is the intent of Assignors to assign their interest in only those instruments affecting the property conveyed by the above-referenced deed. Should any agreements, leases, licenses or ordinances that do not affect the property conveyed by the subject deed be included on the attached Exhibit A and Exhibit B, this instrument of Assignment and Assumption shall be void and of no effect as to those agreements, leases, licenses or ordinances. Upon determination by either party that any agreements, leases, licenses or ordinances have been erroneously included in this document, the original instrument shall be promptly returned to Assignors, if already in the custody of Assignee.

The instruments indicated on Exhibit A and Exhibit B constitute all of such instruments known to Assignors affecting the property conveyed by Assignors to Assignee by the aforementioned deed. If subsequent to the effective date of this instrument Assignors discover any additional instruments which affect the subject property, said discovered instruments shall be automatically assigned as if included herein upon Assignors mailing by Certified Mail said instruments or copies thereof to Assignee.

The effective date of this instrument is April 13, 1988.

DATED this 5th day of April, 1988.

ATTEST:

Debra M. Martin
Assistant Secretary

NORFOLK AND WESTERN RAILWAY COMPANY

By John R. Stungis
Vice President

ATTEST:

Debra M. Martin
Assistant Secretary

THE WHEELING AND LAKE ERIE
RAILWAY COMPANY

By John R. Stungis
Vice President

ATTEST:

[Signature]
Assistant Secretary

OHIO CENTRAL RAILROAD, INC.

By [Signature]
President

BAD:cm
4/4/88

EXHIBIT A

- L-30427 Agreement between The New York, Chicago and St. Louis Railroad Company and Columbus and Southern Ohio Electric Company, dated March 12, 1958, as supplemented, concerning electric power line crossing near DRESDEN, Ohio; annual rental \$100.00.
- WLE-OA-1 Agreement between The Wheeling and Lake Erie Railway Company and The George C. Adams Lumber Company, dated June 20, 1917, concerning the use of an industrial side track at DRESDEN, Ohio; no rental.
- WRP-49 Agreement between The Cincinnati and Muskingum Valley Railway Company and The Coshocton and Southern Railroad Company, dated July 18, 1888, concerning a railroad bridge crossing at DRESDEN, Ohio; no annual rental.
- OC-246 Agreement between The Wheeling and Lake Erie Railway Company and The Dresden Filling Station dated January 27, 1928, concerning the use of property and industrial track at DRESDEN, Ohio; annual rental \$5.00.
- 00-620 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated April 10, 1948, concerning power line crossing at DRESDEN, Ohio; no annual rental.
- 93881 Agreement between Norfolk and Western Railway Company and The Cincinnati Gas and Electric Company, Columbus and Southern Ohio Electric Company and The Dayton Power and Light Company, dated September 11, 1972, concerning power line crossing at DRESDEN, Ohio; no annual rental.
- 93965 Agreement between Norfolk and Western Railway Company and Columbus and Southern Ohio Electric Company, dated January 11, 1973, concerning a power line crossing at DRESDEN, Ohio; no annual rental.
- 95255 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated November 10, 1977, concerning a telephone wire crossing at DRESDEN, Ohio; annual rental \$27.00.
- 95958 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated October 10, 1980, concerning several telephone wire crossings at DRESDEN, Ohio; no annual rental.
- 36947 No assignment needed.
- 60370 Agreement between Norfolk and Western Railway Company and Ohio Power Company, dated January 1, 1968, concerning construction and operation of a side track at DRESDEN, Ohio; no annual rental.

Exhibit A

Page 2

- 32522 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Fuel Gas Company, dated July 26, 1926, concerning gas line crossing at DRESDEN, Ohio; annual rental \$5.00.
- 32522 Agreement between The Wheeling and Lake Erie Railway Company and The Village of Minerva, dated September 2, 1924, concerning a sewer line crossing at MINERVA, Ohio; annual rental \$5.00.
- 62752 Agreement between Norfolk and Western Railway Company and Columbia Gas Transmission Corporation, dated November 6, 1981, concerning a gas pipe line crossing at DRESDEN, Ohio; annual rental \$150.00.
- 60339 Agreement between Norfolk and Western Railway Company and Consolidated Gas Supply Corporation, dated May 31, 1968, concerning a gas pipe line crossing at DRESDEN, Ohio; annual rental \$100.00.
- 60775 Agreement between Norfolk and Western Railway Company and Irvin Producing Company, dated January 29, 1971, near Mile Post 135, concerning a gas pipe line crossing at DRESDEN, Ohio; annual rental \$10.00.
- 60775 Agreement between Norfolk and Western Railway Company and Irvin Producing Company, dated January 29, 1971, near Mile Post 134, concerning a gas pipe line crossing at DRESDEN, Ohio; annual rental \$10.00.
- 90801 Agreement between Norfolk and Western Railway Company and Muskingum County Farm Bureau Cooperative Association, Inc., dated June 20, 1968, concerning power line crossing at DRESDEN, Ohio; annual rental \$42.00.
- 90649 Agreement between Norfolk and Western Railway Company and Ohio Power Company, dated May 14, 1968, concerning power line crossing at DRESDEN, Ohio; no annual rental.
- 90651 Agreement between Norfolk and Western Railway Company and Ohio Power Company, dated May 11, 1968, concerning a power line crossing at DRESDEN, Ohio; no annual rental.
- 50259 Agreement between Norfolk and Western Railway Company and Earl E. Starner, dated December 1, 1967, concerning the lease of land at DRESDEN, Ohio; annual rental \$10.00.
- 50168 Agreement between Norfolk and Western Railway Company and Dresden Methodist Church, dated May 1, 1967, as modified; concerning the use of two parcels of land at DRESDEN, Ohio; no annual rental.
- OK-66 Agreement between The Wheeling and Lake Erie Railway Company and Russell Keys, dated August 1, 1946, as assigned to Elmer Rutter and Esther Rutter, by instrument dated February 6, 1947, concerning water pipe line crossing at DRESDEN, Ohio; no annual rental.

Exhibit A

Page 3

- HLK-8 Agreement between The Wheeling and Lake Erie Railway Company and J. L. Stump, effective January 1, 1916, concerning lease of land at DRESDEN, Ohio; annual rental \$5.00.
- LG-74 Agreement between Norfolk and Western Railway Company and V. R. Gallagher, dated October 1, 1973, last assigned to Cyclops Corporation, concerning a Non-development Oil and Gas Lease of property located in COSHOCTON COUNTY, Ohio. Nineteen acres of the concerned property sold to Conesville Coal Company on March 21, 1981.
- 94456 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated July 7, 1974 for an underground wire crossing at CONESVILLE, Ohio. Annual rental \$30.00.
- 95985 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated October 28, 1980, for an aerial telephone cable crossing, at CONESVILLE, Ohio, Milepost 120.7; no annual rental.
- 32360 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Bell Telephone Company, dated April 19, 1945, concerning an underground cable crossing at CONESVILLE, Ohio; annual rent at \$5.00.
- 30194 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated June 19, 1957, concerning an electric transmission line crossing near CONESVILLE, Ohio; no annual rental.
- 00-701
33607
00-717
- 32302 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Power Company, dated March 27, 1948, concerning an electric transmission line crossing and parallelism at CONESVILLE, Ohio; annual rental \$5.00.
- 29821 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and the State of Ohio, dated May 9, 1957, as supplemented March 19, 1959, concerning installation of flashing light signals at grade crossing in COSHOCTON COUNTY, Ohio; no annual rental.
- 00-695
- 05-171 Agreement between The Wheeling and Lake Erie Railway Company and The Suburban Power Company, dated December 10, 1926, concerning an electric transmission line crossing at CONESVILLE, Ohio, near Milepost 121; no annual rental.
- 32387 Agreement between The Wheeling and Lake Erie Railway Company and Tuscarawas-Coshocton Electric Cooperative, Inc., concerning an electric transmission line crossing at CONESVILLE, Ohio; annual rental \$5.00.
- 90742 Agreement between Norfolk and Western Railway Company and Ohio Power Company dated September 5, 1968, concerning an electric transmission line crossing at CONESVILLE, Ohio; no annual rental.
- 94794 Agreement between Norfolk and Western Railway Company and The Cincinnati Gas and Electric Company, Columbus and Southern Ohio Electric Company and The Gayton Power and Light Company, dated December 9, 1975, concerning an aerial electric transmission line crossing at CONESVILLE, Ohio; no annual rental.
- 51205 Agreement between Norfolk and Western Railway Company and Cyclops Corporation, dated October 1, 1981, concerning renewal of a Non-development Oil and Gas Lease of property located in COSHOCTON
- LG-74
- March 21, 1981
FINANCIAL STATEMENT
OFFICE OF THE COMPTROLLER OF STATE
SERIAL: 1
000054 9.00
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- 29147 Agreement between The New York, Chicago and St. Louis Railroad Company and Columbus and Southern Ohio Electric Company, dated January 6, 1956, as supplemented January 5, 1961, concerning a side track at NORTH CONESVILLE, Ohio; no annual rental.
- 60636 Agreement between Norfolk and Western Railway Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor) dated March 30, 1970 concerning a gas pipe line crossing near CONESVILLE, Ohio; annual rental \$40.00.
- 28947 Agreement between The New York, Chicago and St. Louis Railroad Company and Adams Brothers, Inc., dated January 25, 1956, concerning an unloading pit at CONESVILLE, Ohio; no annual rental.
- 60991 Agreement between Norfolk and Western Railway Company and Columbus and Southern Ohio Electric Company, dated March 7, 1972, concerning a culvert crossing at CONESVILLE, Ohio; annual rental \$300.00.
- 33815 Agreement between The New York, Chicago and St. Louis Railroad Company and Columbus and Southern Ohio Electric Company, dated June 21, 1961, concerning an aerial electric transmission line crossing at CONESVILLE, Ohio; annual rental \$20.00.
- 2913-646
C&C 72713 Agreement between Norfolk and Western Railway Company and Belden & Blake Corporation, dated March 20, 1985, concerning a natural gas pipe line crossing at JUSTUS, Ohio, Milepost 75.19; no annual rental.
- RB-49 Supplemental agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and The Baltimore and Ohio Railroad Company, dated January 14, 1960, concerning a track crossing agreement at JUSTUS, Ohio; no annual rental.
- RB-41 Agreement between The New York, Chicago and St. Louis Railroad Company (successor) and Baltimore and Ohio Railroad Company (successor), dated August 30, 1882, concerning installation and maintenance of signals at crossings in JUSTUS, Ohio; no annual rental.
- 36961 Agreement between Norfolk and Western Railway Company and Columbia Gas of Ohio, Inc., dated October 25, 1965, concerning gas pipe line crossing at JUSTUS, Ohio; annual rental \$10.00.
- 33340 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor) dated October 18, 1960, concerning a gas pipeline crossing at JUSTUS, Ohio; annual rental \$24.00.
- 62104 Agreement between Norfolk and Western Railway Company and MB Operating Co., Inc., dated October 30, 1979, concerning a natural gas pipe line crossing near JUSTUS, Ohio; Mile Post 76; annual rental \$6.60.
- 28038 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Oil Company, dated November 20, 1907, last assigned to FreeJom-Valvoline Oil Company, by Instrument dated November 15, 1954, concerning an oil pipe line crossing at JUSTUS, Ohio; no annual rental.
- 26060 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Oil Company, dated May 22, 1952, last assigned to Limac Corporation by Instrument dated February 5, 1969, concerning a crude oil pipe line crossing at Mile Post 76.3, near JUSTUS, Ohio; annual rental \$24.00.

Exhibit A
Page 5

- 32769 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Oil Company, dated December 24, 1942, last assigned to Limac Corporation by instrument dated February 5, 1969, concerning crude oil pipe line crossings at Mile Post 76.2 and Mile Post 141.05, near JUSTUS, Ohio; annual rental \$10.00.
- 32181 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Bell Telephone Company, dated January 3, 1927, last assigned to General Telephone Company of Ohio, dated January 5, 1971, concerning a wire line crossing and parallelism near JUSTUS, Ohio; annual rental \$5.00.
- 32459 Agreement between The Wheeling and Lake Erie Railway Company and Ohio Standard Telephone Company, dated June 4, 1941, last assigned to General Telephone Company of Ohio, dated July 16, 1952, concerning a telephone line parallelism at JUSTUS, Ohio; annual rental \$1.00.
- 35606 Agreement between The New York, Chicago and St. Louis Railroad Company and Ohio Edison Company, dated May 4, 1964, concerning electrical service to Railroad at JUSTUS, Ohio; monthly charge for energy.
- ON-131 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Oil Company, dated July 17, 1907, last assigned to The Natural Gas Company of West Virginia, dated July 11, 1928, concerning an oil pipe line crossing at JUSTUS, Ohio; no annual rental.
- 35971 Agreement between The New York, Chicago and St. Louis Railroad Company and Ohio Edison Company, dated October 6, 1964, concerning an electric transmission line crossing at JUSTUS, Ohio; annual rental \$2.00.
- 26299 Agreement between The New York, Chicago and St. Louis Railroad Company and The Ohio Fuel Gas Company, (Columbia Gas Transmission Corporation, successor) dated September 16, 1952, concerning a gas pipe line crossing at ZANESVILLE, Ohio; annual rental \$24.00.
- 32391 Agreement between The Wheeling and Lake Erie Railway Company and The American Rolling Mill Corporation (name changed to Armco Steel Corporation), dated May 29, 1939, concerning a sewer pipe line crossing at ZANESVILLE, Ohio; annual rental \$5.00.
- 29924 Agreement between The New York, Chicago and St. Louis Railway Company and Ralph Greiner, dated June 21, 1957, concerning a 7400 sq. ft. parcel of land at ZANESVILLE, Ohio; annual rental \$10.00.
- 28415 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated April 20, 1955, concerning an electric transmission line crossing at ZANESVILLE, Ohio; no annual rental.
- 00-678
- 28062 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and Ohio Power Company, dated August 20, 1954, concerning an overhead wire line crossing at ZANESVILLE, Ohio; no annual rental.
- 00-675
- 26673 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company and The Ohio Power Company, dated February 21, 1952, concerning an overhead wire crossing at ZANESVILLE, Ohio; no annual rental.
- 00-666

Exhibit A

Page 6

- 32183 Agreement between The Wheeling and Lake Erie Railway Company and The Ohio Bell Telephone Company, dated January 18, 1946, concerning a telephone cable crossing at Mile Post 141, at ZANESVILLE, Ohio; annual rental \$5.00.
- 94306 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated September 17, 1973, concerning a telephone cable crossing at ZANESVILLE, Ohio; annual rental \$70.00.
- 90450 Agreement between Norfolk and Western Railway Company and The Ohio Bell Telephone Company, dated February 15, 1967, concerning an overhead wire line crossing near ZANESVILLE, Ohio; annual rental \$10.00.
- 33764 Agreement between The New York, Chicago and St. Louis Railroad Company and Clarence A. and Anne M. Miller, dated August 2, 1901, concerning a side track at ZANESVILLE, Ohio; no annual rental.
- 25622 Agreement between The New York, Chicago and St. Louis Railroad Company and Matesich Realty Company, dated November 14, 1951, concerning a side track near Mile Post 144, ZANESVILLE, Ohio; no annual rental.
- 33818 Agreement between The New York, Chicago and St. Louis Railroad Company and Guernsey-Muskingum Electric Cooperative, Inc., dated July 24, 1961, concerning an overhead electric supply line crossing near ZANESVILLE, Ohio; annual rental \$20.00.
- 25857 Agreement between The Wheeling and Lake Erie Railway Company (The New York, Chicago and St. Louis Railroad Company, Assignee) and The Baltimore and Ohio Railroad Company, dated January 25, 1926, concerning main and side trackage rights in ZANESVILLE, Ohio; no annual rental.
- 32592 Agreement between The Wheeling and Lake Erie Railway Company and The American Rolling Mill Company (name changed to Armco Steel Corporation) dated September 27, 1923, concerning a pipe line crossing at ZANESVILLE, Ohio; annual rental \$5.00.
- 32746 Agreement between The Wheeling and Lake Erie Railway Company and The American Rolling Mill Company (name changed to Armco Steel Corporation) dated December 27, 1941, concerning a sewer pipe line crossing at ZANESVILLE, Ohio; annual rental \$5.00.
- 32392 Agreement between The Wheeling and Lake Erie Railway Company and The American Rolling Mill Company (name changed to Armco Steel Corporation), dated May 5, 1920, concerning a sewer pump discharge and electric power line crossing at ZANESVILLE, Ohio; annual rental \$5.00.
- NW 5760 Agreement between The Wheeling and Lake Erie Railway Company, Norfolk and Western Railway Company and City of Zanesville, Ohio, dated March 8, 1983, concerning a sanitary sewer pipe line crossing at Mile Post 0.46 in ZANESVILLE, Ohio; no annual rental.
- NW 5761 Agreement between The Wheeling and Lake Erie Railway Company, Norfolk and Western Railway Company and City of Zanesville, Ohio, dated March 8, 1983, concerning a water pipe line crossing at Mile Post 142.44, ZANESVILLE, Ohio; no annual rental.

- 28610 Agreement between The Wheeling and Lake Erie Railway Company, The New
00-682 York, Chicago and St. Louis Railroad Company and The Ohio Power
Company, dated May 11, 1955, concerning an overhead wire line
crossing at ZANESVILLE, Ohio; no annual rental.
- 32720 Agreement between The New York, Chicago and St. Louis Railroad
Company (successor) and The Ohio Power Company, dated December 30,
1952, concerning guy wires and anchors, at ZANESVILLE, Ohio; annual
rental \$1.00.
- 93702 Agreement between Norfolk and Western Railway Company and [The] Ohio
Power Company, dated May 2, 1972, concerning two aerial wire line
crossings at ZANESVILLE, Ohio; no annual rental.
- 93548 Agreement between Norfolk and Western Railway Company and [The] Ohio
Power Company, dated October 29, 1971, concerning overhead power
line crossing at ZANESVILLE, Ohio; no annual rental.
- 93245 Agreement between Norfolk and Western Railway Company and [The] Ohio
Power Company, dated October 7, 1970, concerning an overhead power
line crossing at Mile Post 141.38, ZANESVILLE, Ohio; no annual
rental.
- 95179 Agreement between Norfolk and Western Railway Company and Ohio Power
Company, dated September 22, 1977, concerning a transmission wire
crossing at ZANESVILLE, Ohio; no annual rental.
- OR-15 Agreement between The New York, Chicago and St. Louis Railroad
Company and Roseville Pottery, Incorporated and The Mosaic Tile
Company, dated January 19, 1955, concerning a side track at Mile
Post 142, ZANESVILLE, Ohio; no annual rental.
- OP-111 Agreement between The Wheeling and Lake Erie Railway Company and
Charles A. and Ellen N. Parrish, dated January 6, 1949, concerning a
private driveway and grade crossing near ZANESVILLE, Ohio; annual
rental \$1.00.
- OM-252 Agreement between The Wheeling and Lake Erie Railway Company and
Muskingum County Farm Bureau Cooperative Association, Inc., dated
March 15, 1949, as supplemented March 10, 1954, concerning an
Industrial side track at ZANESVILLE, Ohio; no annual rental.
- 32869 Agreement between The Wheeling and Lake Erie Railway Company, The New
00-711 York, Chicago and St. Louis Railroad Company and State of Ohio, City
of Zanesville, and County of Muskingum, Ohio, dated December 21,
1959, as supplemented February 15, 1962, concerning a grade
separation and track relocation at ZANESVILLE, Ohio; no annual
rental.
- 32744 Agreement between The Wheeling and Lake Erie Railway Company and The
City of Zanesville, Ohio, dated November 1, 1930, concerning a
sanitary sewer crossing at ZANESVILLE, Ohio; annual rental \$5.00.
- 32743 Agreement between The Wheeling and Lake Erie Railway Company and The
City of Zanesville, Ohio, dated November 5, 1945, concerning a water
line crossing at ZANESVILLE, Ohio; annual rental \$1.00.
- 32681 Agreement between The Wheeling and Lake Erie Railway Company and
Lucille Bash, dated October 7, 1942, last assigned to Robert Ross
and Charlotte Williams, dated June 15, 1959, concerning a water pipe
line at ZANESVILLE, Ohio; annual rental \$1.00.

Exhibit A

Page 8

- 33948 00-719 Agreement between The Wheeling and Lake Erie Railway Company, The New York, Chicago and St. Louis Railroad Company, State of Ohio and City of Zanesville, Ohio, dated October 17, 1961, concerning the relocation of tracks in ZANESVILLE, Ohio; no annual rental.
- 33767 Agreement between The New York, Chicago and St. Louis Railroad Company and The Wise Foundry, Machine & Supply Company, dated August 14, 1961, concerning a side track at ZANESVILLE, Ohio; no annual rent.
- HLW-64 Agreement between The Wheeling and Lake Erie Railway Company and The Wise Foundry, Machine & Supply Company, dated October 27, 1931 concerning guy wire encroachments at ZANESVILLE, Ohio; annual rent \$3.00.
- 96445 Agreement between Norfolk and Western Railway Company and Ohio Power Company, dated January 15, 1982, concerning an overhead wire crossing at Mile Post 140.03 in ZANESVILLE, Ohio; no annual rental.
- 61062 Agreement between Norfolk and Western Railway Company and City of Zanesville, Ohio, dated January 10, 1973, as supplemented, concerning a water main crossing at Mile Post 143.20, in ZANESVILLE, Ohio; no annual rent.
- L-51568 Agreement between Norfolk and Western Railway Company and Charlotte Williams, dated October 1, 1975, concerning 3,774 sq. ft. of property for parking of Lessee owned vehicles in ZANESVILLE, Ohio; annual rent \$120.00.
- 37046 Agreement between Norfolk and Western Railway Company and [The] Ohio Power Company, dated March 1, 1966, concerning a wire line crossing at ZANESVILLE, Ohio; no annual rental.
- 62347 Letter agreement between Norfolk and Western Railway Company and State of Ohio, dated January 8, 1981, concerning the installation of signals in ZANESVILLE, Ohio; no annual rental.
- 61175 00-763 Agreement between The Wheeling and Lake Erie Railway Company, Norfolk and Western Railway Company, State of Ohio and City of Zanesville, dated November 9, 1973, concerning separation of the grades of tracks at ZANESVILLE, Ohio; no annual rental.
- 60847 Complaint and Judgment for State of Ohio and Muskingum County against The Wheeling and Lake Erie Railway Company and Norfolk and Western Railway Company, dated June 21, 1971, concerning a public crossing in MUSKINGUM COUNTY, Ohio. no annual rental.
- 32784 Agreement between The Wheeling and Lake Erie Railway Company and Roy S. Van Devere, dated December 21, 1940 last assigned to the City of Zanesville, dated December 21, 1940, concerning a sanitary sewer crossing at ZANESVILLE, Ohio; annual rent \$5.00.
- OS-249 Agreement between The Wheeling and Lake Erie Railway Company and Sun Oil Company, dated May 21, 1935, concerning a side track at ZANESVILLE, Ohio; no annual rental.
- 32285 Agreement between The Wheeling and Lake Erie Railway Company and City of Zanesville, Ohio, dated January 18, 1940, concerning a water pipe line crossing at ZANESVILLE, Ohio; annual rent \$1.00.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
J&J Leasing, a sole proprietorship
3353 Charming Cross Drive
Stow, Ohio 44224

2 Secured Party(ies) and Address(es)
BancOhio National Bank
155 East Broad Street
Columbus, Ohio 43251-0034

x 236 (56)

3 For Filing Officer
(Date, Time, Number, and Filing Office)
1-27-82 10:00 AM 200624 2,000
FINANCING STATEMENT 2022 1A001/2320
OFFICE OF THE SECRETARY OF STATE
SHARPOOD BLDG.
COLUMBUS, OHIO 43260-1001

4 This financing statement covers the following types (or items) of property:

All of the property and assets of J&J Leasing, a sole proprietorship, now owned or hereafter acquired, and all additions and accessions thereto, substitutions therefor and replacements thereof, including without limitation all of those items set forth on Exhibit A attached hereto, whether original collateral or proceeds.

LEASE, RP, PD

Check if covered:

Products of Collateral are also covered

No. of additional sheets presented:

2

Filed with Ohio Secretary of State

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: Jerry Joe Jacobson
Jerry Joe Jacobson (Debtor(s) Owner)

By: [Signature]
[Signature] (Secured Party(ies))

Send 3 Back Copy - [unclear]

This form of financing statement is approved by the Secretary of State

STANDARD FORM - UNIFORM COMMERCIAL CODE - UCC-1

Revised, Am. S.S. 103, Eff. 3/15/82
Anderson Publishing Co. Cincinnati, Ohio 45201
(Revised 1-82)

DEBTOR
 J&J Leasing, a sole proprietorship
 3353 Charrington Road
 Stow, Ohio 43224

9.00
 REG: AM000343
 THE SECRETARY OF STATE
 COLUMBUS, OHIO 43260-8000

EXHIBIT A

SECURED PARTY
 BancOhio National Bank
 155 East Broad Street
 Columbus, Ohio 43251-0034

DESCRIPTION	UNIT #	MODEL	SERIAL # IF APPL.	MANUFACTURER	RR FORMERLY USED
Locomotive Steam	1551	Wheel Config. 0-6-0	N/A	Montreal Locomotive Works	1918
Coach - 80 Seat	406	80-Seat	N/A	Pullman American Locomotive Company	Denver & Rio Grande
Locomotive	2069	S4	N/A	American Car & Foundry Company	Pitts & Lake Erie Pitts & Lake Erie U.S. Army
Gondola	16022	70-Ton	N/A	American Car & Foundry Company	
Gondola	16282	70-Ton	N/A	American Car & Foundry Company	
3/4 Ton Truck	M-37	4 x 4	G-2741-0358322	Dodge	
400 AHP Gas Driven Welder		M-1	N/A	Lincoln	
Air Compressor Unit Crane	AC-1 510-T	4-Cylinder 10-Ton	N/A	Sullair Unit Crane & Shovel Corp.	
Locomotive	101	S2	H55635/1739 N/A	American Locomotive Company	
Locomotive	102	S2	N/A	American Locomotive Company	
Locomotive	1014	S2	N/A	American Locomotive Company	
Locomotive	1357	45-Ton	N/A	General Electric	
Locomotive	1501	GPT	N/A	GM Electro-Motive Div.	
Flat Car	521	60-Ton	N/A	American Car & Foundry	
Box Car	288298	70-Ton	N/A	Thrall Car - St. Louis	
Tender	940205	100-Ton	N/A	Lima Locomotive Works	
2 1/2 Ton Truck		108-040		R.E. Olds Trucks	C & O RR 1949
Coach - 80 Seat	602	60-Ton	N/A	Pullman	1954 Grand Truck
Coach - 80 Seat	4362	80-Seat	N/A	American Car & Foundry	Erie Lackawanna
Coach - 80 Seat	601	60-Ton	N/A	Pullman	Burlington
Coach - 80 Seat	202	80-Seat	N/A	Pullman	South Shore

<u>DESCRIPTION</u>	<u>UNIT #</u>	<u>MODEL</u>	<u>SERIAL #</u> <u>IF APPL.</u>	<u>MANUFACTURER</u>	<u>RR FORMERLY</u> <u>USED</u>
Coach - 50 Seat	3227	60-Seat	N/A	American Car & Foundry	Erie Lackawanna
Locomotive	5066	NM2	N/A	GM Electro-Motive Div.	C & O RR
Locomotive	9537	NM2	N/A	GM Electro-Motive Div.	B & O RR
Locomotive	6499	GP9	N/A	GM Electro-Motive Div.	
Locomotive	1500	GP7	N/A	GM Electro-Motive Div.	
Fairmont Motor Car			(RMC 5029)	Fairmont M.C.	Newburgh & South Shore
Spike Puller	SP12		H-84-SJ	Fairmont M.C.	
Tie Tamper	TI-6		N/A	Newburgh & South Shore	
Hydro-Spiker	HS-7	"Super-B"	N/A	McWilliams	
Tie Saw	TS-4		DTS-J-2	Nordburg	
2 Backhoes			3C3 #2001 and	Kershaw	
			3C3 #49977	J.C. Bean	Con.a:1
			N87SD		
Scarifier and Inserter	BS-6	Tie Scarifier	N/A	Fairmont	
Locomotive	6594	GP9	N/A	GM Electro-Motive Div.	
Ballast Regulator	BR-9		26-1-12	Kershaw	

Annex B

CONFIDENTIAL

THIS INDENTURE, made the 6th day of December in the year of our Lord One Thousand Nine Hundred and Ninety-six (A.D. 1996)

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and **PITTSBURGH INDUSTRIAL RAILROAD, INC.**, a Corporation of the State of Delaware, having a mailing address of 208 Island Avenue, McKees Rocks, Pennsylvania 15136, hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, and other good and valuable consideration, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the said Grantee, the successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the following described Premises:

ALL THAT CERTAIN property of the Grantor, together with all of the improvements and their appurtenances thereon, being the lines of railroad known as the South Pittsburgh Cluster, situate in the Counties of Allegheny and Washington, in the Commonwealth of Pennsylvania, and described in Exhibit "A" and generally indicated by "PS" on Grantor's Case Plan Number 71910, sheets 1 through 36, dated March 6, 1996, and revised to November 22, 1996, which are attached hereto in Exhibit "B" hereinafter referred to as "Premises".

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, a permanent, perpetual, exclusive, assignable and unrestricted sub-surface and surface easement for existing and future fiber optic cables, telecommunication lines, including but not limited to metallic cables, PCS antennas and all their appurtenances, collectively hereinafter referred to as "Facilities", and for all the rights and privileges to lay, erect, construct, install, use, operate, maintain, repair, renew, replace and remove said Facilities, within, along, below, through and across the limits of the entire Premises; together with the unobstructed right of ingress and egress on, over, across and through the Premises for the exercise of the aforesaid rights; and further together with such surface easements necessary for the appurtenances of said Facilities; and further

THAT GRANTEE, in order to protect the depth of any Facilities that may now or in the future be installed within the Premises, Grantee shall first obtain the written approval of Grantor's Engineering Department or its successor and contact the appropriate Pennsylvania authorities as may be required under Pennsylvania law, prior to performing any land regrading, removal or recontouring of ballast, or any other activity that disturbs the subsurface of the Premises, such written approval shall be provided within 30 days of Grantee's request; and provided that the exercising of these excepted and reserved rights by any party does not interfere with the business operations of Grantee or its successors, assigns, or designees; and further provided that the notice requirements herein shall not apply to normal track maintenance, including tie and rail replacements, which do not disturb the Premises' subsurface.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or ~~agreements of record or otherwise~~ affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage

courses or systems and their appurtenances now existing and remain in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(4) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on, over or under the Premises;

and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.

(5) Grantor shall not be liable or obligated to provide for or supply directly or indirectly, for money or otherwise, any type of utility service to Grantee, even if the Premises are supplied utility service or services from or through Grantor owned or Grantor retained utility service facilities at the time said Premises are conveyed to Grantee; and that if Grantor at its sole discretion elects to provide any utility service or services for money or otherwise to said Premises during the period during which Grantee is arranging at Grantee's own expense for provision of utility service or services direct from public utilities, Grantee shall have no continuing right to use such service or expectation that Grantor must continue to provide it. It is further understood that Grantee's use of any utilities that are supplied through Grantor's utilities or billed to Grantor by any public utility for Grantee's use shall be at the sole cost and expense of Grantee and if Grantee fails to relocate or arrange for a separation of utility services, Grantor may arrange for a separation of the utility services at Grantee's sole cost and expense. It is further understood that if Grantor continues to arrange for utility services which are shared with Grantee, Grantor shall not terminate or disrupt such service without providing Grantee with adequate notice to permit Grantee to arrange to receive such service in its own name.

(6) The property hereby conveyed is subject to the terms of a certain purchase and sale agreement between the parties hereto dated December 6, 1996 which constitute a material term and part of the

consideration for the purchase of the property, and which the parties intend to be a covenant running with the land and binding on all successors, assigns and grantees of Grantee hereunder, providing, inter alia, for the payment to Grantor, its successors or assigns, of certain specified amounts for any rail traffic handled by Grantee, or Grantee's successors, assigns or grantees of Grantee, which originates, terminates or otherwise moves over the property, and which could commercially be interchanged with Grantor, its successors or assigns, but is interchanged with another rail carrier by Grantee, or Grantee's successors, assigns or grantees.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD all and singular the said Premises, together with the appurtenances, unto the Grantee, the successors and assigns of the said Grantee forever, EXCEPTING and RESERVING and UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this

Indenture to be signed in its name and behalf by its Director-Asset Utilization duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Nancy B. Reynolds
NANCY B. REYNOLDS

James W. Hartman, Jr.
James W. Hartman, Jr.,
Director-Asset Utilization

Attest:

Nancy L. Smith
NANCY L. SMITH

Shirley C. Johnson
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)

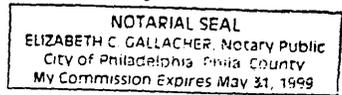
: SS

COUNTY OF PHILADELPHIA)

On this 6th day of December, A.D. 1996, before me, the subscriber, the undersigned officer, personally appeared James W. Hartman, Jr., who acknowledged himself to be the Director-Asset Utilization of CONSOLIDATED RAIL CORPORATION, a corporation, and that he as such Director-Asset Utilization, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Director-Asset Utilization.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Elizabeth C. Gallagher
Notary Public



I HEREBY CERTIFY that the
correct address of the
within-named Grantee is:

208 Island Avenue
McKees Rocks, PA



15136

Todd N. Cecil

on behalf of Grantee.

THIS INSTRUMENT PREPARED BY:

Nancy B. Reynolds
Consolidated Rail Corporation
19-B, Two Commerce Square
2001 Market Street
Philadelphia, Pennsylvania 19101-1419
:nls

Certificate of Residence

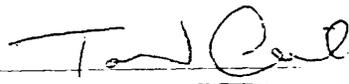
Tax Notices Should Be Sent to:

Pittsburgh Industrial Railway, Inc.

Attn: Tax Dept.

4040 Broadway - Suite 200

San Antonio, TX 78209



Todd N. Cecil, on behalf of Grantee

REV-103 EX (4-94)



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name	Todd N. Cecil		Telephone Number	
Street Address	4040 Broadway - Suite 200	City	San Antonio	State
		Area Code (210)	8A1-7657	Zip Code
				78209

B TRANSFER DATA

Grantor(s)/Lessor(s)		Grantee(s)/Lessee(s)	
Consolidated Rail Corporation		Pittsburg Industrial Railroad, Inc.	
Street Address		Street Address	
2001 Market Street		208 Island Avenue	
City	State	City	State
Philadelphia	PA	McKees Rocks	PA
	Zip Code		Zip Code
	19101-1419		15136

C PROPERTY LOCATION

Street Address	(see attached schedule)		City, Township, Borough
County	School District	Tax Parcel Number	

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$94,851	+	= \$94,851
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	X	=

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
---------------------------------	-------------------------------------

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
<i>Todd Cecil</i>	6/16/97

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Total Real Estate Value (TREV) - Washington County

\$ 94,851

Conrail

Municipality	% of Total TREV	Allocated Portion of TREV		Tax Rate		Municipal Tax
Cecil Twp.	22.2%	\$ 21,042.03	X	1.00%	=	\$ 210.42
Peters Twp.	8.5%	8,093.09	X	1.50%	=	121.40
N. Strabane Twp.	13.7%	12,948.94	X	1.00%	=	129.49
Houston	10.2%	9,711.71	X	1.00%	=	97.12
Chartiers Twp.	20.5%	19,423.41	X	1.00%	=	194.23
Canonsburg	18.1%	17,157.35	X	1.00%	=	171.57
S. Strabane Twp.	6.8%	6,474.47	X	1.00%	=	64.74
	100.0%	94,851.00				\$ 988.98

Tax Parcels

Cecil Twp.	140-015-00-00-0012-00
Peters Twp.	540-003-00-00-0001-02
	540-009-02-02-0002-00
N. Strabane Twp.	520-001-01-01-0001-00
	520-013-10-01-0001-00
	520-013-11-00-0002-00
Houston	360-012-00-00-0022-00
	360-013-00-00-0001-00 ✓
	360-006-00-01-0001-00
	360-004-00-00-0006-01
Chartiers Twp.	170-007-00-00-0026-00
Canonsburg	110-032-00-01-0013-01
	110-036-00-00-0001-00
S. Strabane Twp.	600-004-00-00-0009-00

WASHINGTON COUNTY-REALTY TRANSFER TAX STAMP
 DEBORAH BARDELLA, RECORDER OF DEEDS
 DATE: 1998-11-02 15:47:54.000
 STAMP NO: D 3423-0138 VALUE: 94,851.00
 LOCATION: CAN 3 110-032-00-01-0013-01
 STATE RTT 948.51
 CANONSBURG 3RD WARD 85.78
 CANON-MCILLAN SCHOOL DISTRI 85.79
 CECIL TOWNSHIP 105.21
 CANON-MCILLAN SCHOOL DISTRI 105.21
 CHARTIERS TOWNSHIP 97.11
 CHARTIERS-HOUSTON SCHOOL DIS 97.12
 HOUSTON BOROUGH 48.56
 CHARTIERS-HOUSTON SCHOOL DIS 48.56
 NORTH STRABANE TOWNSHIP 64.74
 CANON-MCILLAN SCHOOL DISTRI 64.75
 PETERS TOWNSHIP 90.93
 PETERS TOWNSHIP SCHOOL DISTR 40.47
 SOUTH STRABANE TOWNSHIP 32.37
 TRINITY AREA SCHOOL DISTRICT 32.37
 BY: glorias 127342 TOTAL 1,937.48

WASHINGTON COUNTY-REALTY TRANSFER TAX STAMP
 DEBORAH BARDELLA, RECORDER OF DEEDS
 DATE: 1998-11-02 16:11:48.000
 STAMP NO: D 3423-0138 VALUE: 94,851.00
 LOCATION: CAN 3 110-032-00-01-0013-01
 STATE RTT 948.51
 CANONSBURG 3RD WARD .01
 BY: glorias 127342 TOTAL 948.52

CASE NO. 71910

DEED TO

PITTSBURGH INDUSTRIAL RAILROAD, INC.

EXHIBIT A

Allegheny County, PA

Carnegie Secondary, Line Code 2221 and Line Code 2206

ALL THAT CERTAIN property of the Grantor, being portions of the lines of railroad known as (1) the Penn Central's Scully Branch (Rosslyn Connection) (a.k.a. the Carnegie Secondary), and identified as Line Code 2221A (a.k.a. Line Code 2221) in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6029 at Page 348 & 455; (2) the Penn Central's Scully (Duff) Branch (a.k.a. the Carnegie Secondary) and identified as Line Code 2244 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6029 at Page 456; and (3) the Penn Central's Pittsburgh-St. Louis Main Line (a.k.a. the Carnegie Secondary), and identified as Line Code 2206 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6029 at Page 454, all situated in the County of Allegheny, in the Commonwealth of Pennsylvania; being further described as follows:

BEGINNING at approximately Railroad Mile Post 2.5 (Line Code 2221), being 50 feet northwesterly of the Eastbound Home Signal at CP "2" (Esplen), in the City of Pittsburgh, as indicated on Sheet 1 of 36 of Exhibit "B"; thence extending in a generally westerly and southwesterly direction, passing through Scully, the Townships of Kennedy and Robinson and the Boroughs of Thornburgh and Rosslyn Farms to approximately Railroad Mile Post 7.6 (Line Code 2221), in the Borough of Carnegie, the place of ENDING, as indicated on sheet 7 of 36 of Exhibit "B".

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS PAGE 1 OF 9.

TOGETHER WITH A TEMPORARY EASEMENT AS
FOLLOWS:

BEGINNING at approximately Railroad Mile Post 7.6 (Line Code 2221), as indicated on sheet 7 of 36 of Exhibit "B"; thence extending in a general southwesterly direction to approximately Railroad Mile Post 8.78 (Line Code 2206), all in the Borough of Carnegie, the place of ENDING, as indicated on sheet 8 of 36 of Exhibit "B".

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, all right, title and interest of, in and to that certain property at Scully Yard, between approximately Railroad Mile Post 3.0 and approximately Mile Post 4.3, the easterly and southerly boundary of said property being the existing roadway (but not including the roadway), situate partly in the City of Pittsburgh and partly in the Township of Kennedy, as indicated by cross-hatched lines on sheets 2 and 3 of 36 in Exhibit "B".

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, all right, title and interest of, in and to that certain property, known as Scully Flexi-Flo Terminal, between approximately Railroad Mile Post 4.3 and approximately Railroad Mile Post 5.3, the westerly and southerly boundary of said property being twelve feet from the centerline of the near track of the PC&Y, situate in the Township of Robinson, as indicated by cross-hatched lines on sheets 3 and 4 of 36 of Exhibit "B".

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, all right, title and interest to any and all existing poles, wires, cables, and power lines, and all their appurtenances, hereinafter referred to as "facilities", which service Grantor's Scully Flexi-Flo Terminal and which are located in, on, under, over, above, beneath the surface, across or through the Premises; and together with

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS
PAGE 2 OF 9.

permanent, perpetual, exclusive, assignable and unrestricted easements and rights for said facilities; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances; and further together with the right of unimpeded ingress and egress in, on, over, across and through the Premises for the aforesaid purposes; and provided that the exercising of these excepted and reserved rights by any party does not interfere with the business operations of Grantee or its successors, assigns, or designees

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, a permanent, perpetual, non-exclusive and assignable driveway easement for ingress and egress rights on, over and through that certain existing roadway between approximately Railroad Mile Post 3.0 and approximately Railroad Mile Post 4.3, situate in the City of Pittsburgh, as indicated by "ER" on sheets 2 and 3 of 36 of Exhibit "B".

ALSO:

BEGINNING at approximately Railroad Mile Post 8.78 (Line Code 2206), in the Borough of Carnegie, as indicated on sheet 8 of 36 of Exhibit "B"; thence extending in a general westerly direction to approximately Railroad Mile Post 11.0 (Line Code 2206), being the easterly side of Grant Street in the Township of Collier, the place of ENDING, as indicated on sheet 12 of 36 of Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-77, dated March 29, 1976 and recorded on November 7, 1978, in the Recorder's Office of Allegheny County, Pennsylvania, as Volume No. 6029, Page 447, granted and conveyed unto Consolidated Rail Corporation.

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS PAGE 3 OF 9.

CASE NO. 71910

DEED TO

PITTSBURGH INDUSTRIAL RAILROAD, INC.

EXHIBIT "A"

Allegheny County, Pennsylvania

Canon Industrial Track, Line Code 22KK and Line Code 2244

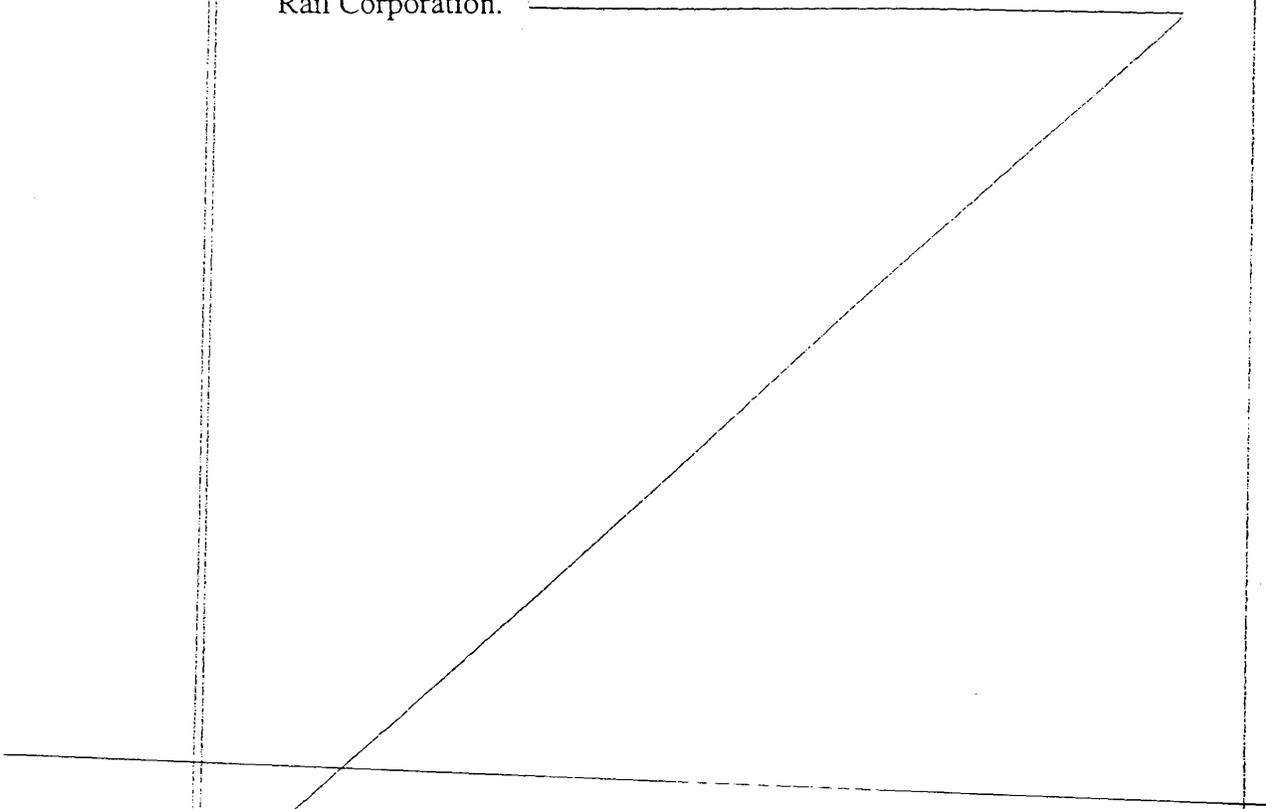
ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as (1) the Penn Central's Junction No.1 Branch (a.k.a. the Canon Industrial Track), and identified as Line Code 22KK in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6029 at Page 453; and (2) the Penn Central's Washington Secondary Track (a.k.a. the Canon Industrial Track) and identified as Line Code 2244 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6029 at Page 457, both situated in the County of Allegheny, in the Commonwealth of Pennsylvania; being further described as follows:

BEGINNING at Railroad Station 249+68, being Railroad Mile Post 0.0, Line Code 22KK, at the connection to Grantor's Carnegie Secondary, identified as Line Code 2221, herein conveyed, in the Borough of Rosslyn Farms, as indicated on Sheet 6 of 36 of Exhibit "B"; thence extending in a generally southerly and southwesterly direction, passing through the Borough of Rosslyn Farms, the City of Pittsburgh, East Carnegie, the Township of Scott and the Borough of Carnegie to approximately Railroad Mile Post 2.5, at the connection with Line Code 2244 at approximately Railroad Mile Post 0.5, as indicated on sheet 14 of 36 of Exhibit "B"; thence continuing and

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS
PAGE 4 OF 9.

passing through the Township of Scott, Glenn, Leasdale, Woodville, the Township of Collier, Bower Hill, Kirwan, the Borough of Bridgeville, and the Township of South Fayette, Mayview, the Township of Upper St. Clair, and Boyce to the County Line, the County of Allegheny on the north and the County of Washington on place of ENDING, as indicated on sheet 23 of 36 of Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-77, dated March 29, 1976 and recorded on November 7, 1978, in the Recorder's Office of Allegheny County, Pennsylvania, as Volume No. 6029, Page 447, granted and conveyed unto Consolidated Rail Corporation.



THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS PAGE 5 OF 9.

CASE NO. 71910

DEED TO

PITTSBURGH INDUSTRIAL RAILROAD, INC.

EXHIBIT A

Washington County, Pennsylvania

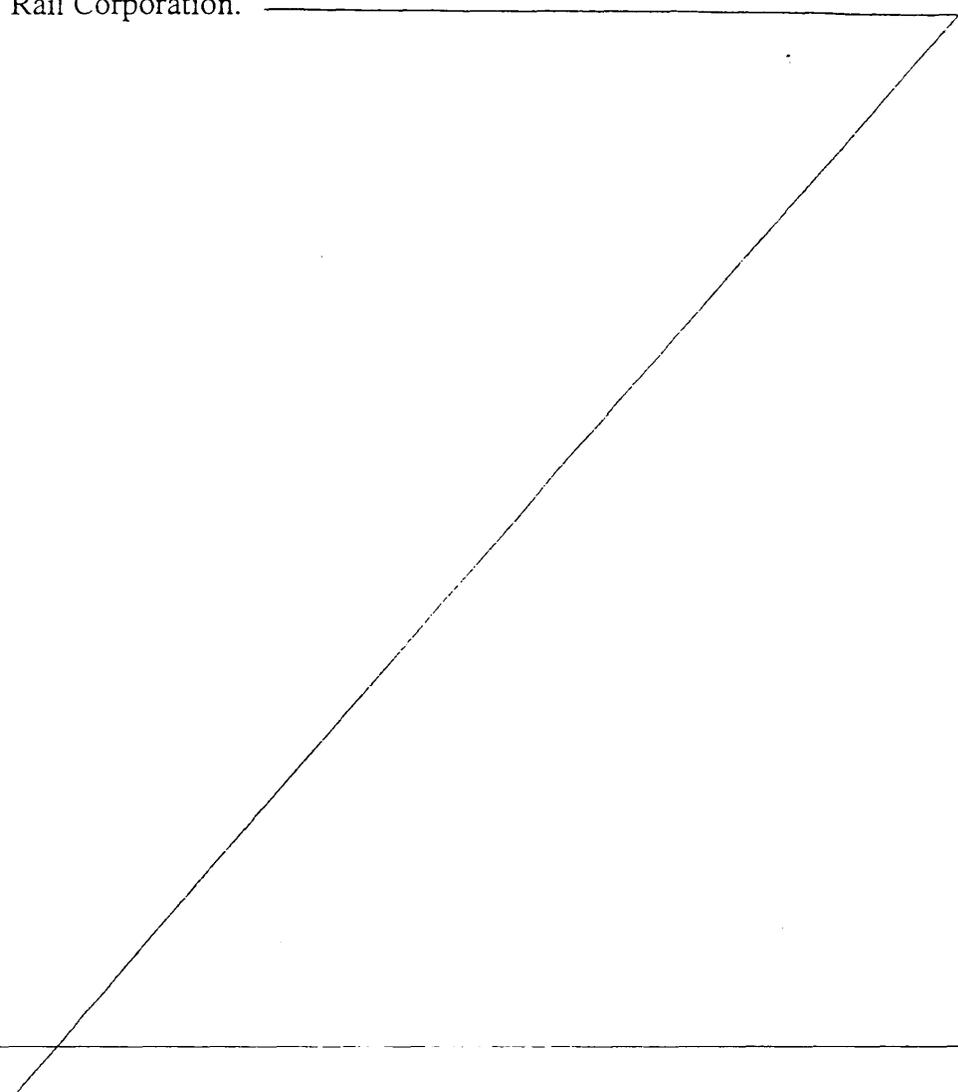
Canon Industrial Track, Line Code 2244

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central's Washington Secondary Track (a.k.a. the Canon Industrial Track), and identified as Line Code 2244 in the Recorder's Office of Washington County, Pennsylvania, in Deed Book Volume 1872 at Page 82; situate in the County of Washington, in the Commonwealth of Pennsylvania; being further described as follows:

EXTENDING from the County Line, the County of Allegheny on the north and the County of Washington on the south, at approximately Railroad Mile Post 8.1, as indicated on Sheet 23 of 36 of Exhibit "B"; thence extending in a generally southwesterly direction, passing through the Townships of Peters and Cecil, Hills, the Township of North Strabane, Morganza, Richfol, the Township of Chartiers, and the Boroughs of Canonsburg and Houston, Shingiss, Meadow Lands and Arden to approximately Railroad Mile Post 20.4, the end of Grantor's ownership, in the Township of South Strabane, the place of ENDING, as indicated on sheet 36 of 36 of Exhibit "B".

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS PAGE 6 OF 9.

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-82, dated March 29, 1976 and recorded on September 19, 1978, in the Recorder's Office of Washington County, Pennsylvania, as Volume No. 1872, Page 76, granted and conveyed unto Consolidated Rail Corporation.



THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS PAGE 7 OF 9.

CASE NO. 71910

DEED TO

PITTSBURGH INDUSTRIAL RAILROAD, INC.

EXHIBIT A

Allegheny County, Pennsylvania

Superior Industrial Track, Line Code 22BB

ALL THAT CERTAIN property of the Grantor, being the line of railroad known as the Penn Central's Superior Branch (a.k.a. the Superior Industrial Track), and identified as Line Code 22BB in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6029 at Page 452; situate in the County of Allegheny, in the Commonwealth of Pennsylvania; being further described as follows:

BEGINNING at approximately Railroad Mile Post 0.0, being at the connection to Grantor's Carnegie Secondary, identified as Line Code 2206, herein conveyed, in the Township of Collier, as indicated on Sheet 9 of 36 of Exhibit "B"; thence extending in a generally southerly then easterly direction, passing through the Township of Scott, to approximately Railroad Mile Post 0.8, in the Borough of Heidelberg the place of ENDING, as indicated on sheet 10 of 36 of Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-77, dated March 29, 1976 and recorded on November 7, 1978, in the Recorder's Office of Allegheny County, Pennsylvania, as Volume No. 6029, Page 447, granted and conveyed unto Consolidated Rail Corporation.

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS PAGE 8 OF 9.

CASE NO. 71910

DEED TO

PITTSBURGH INDUSTRIAL RAILROAD, INC.

EXHIBIT A

Washington County, Pennsylvania

Westland Branch, Line Code 2291

ALL THAT CERTAIN property of the Grantor, being the line of railroad known as the Penn Central's Westland Branch, and identified as Line Code 2291 in the Recorder's Office of Washington County, Pennsylvania, in Deed Book Volume 1872 at Page 86; situate in the County of Allegheny, in the Commonwealth of Pennsylvania; being further described as follows:

BEGINNING at approximately Railroad Mile Post 0.0, being at the connection to Grantor's Canon Industrial Track, identified as Line Code 2244, herein conveyed, in the Borough of Houston; thence extending in a generally westerly direction, to approximately Railroad Mile Post 1.0 being Railroad Station 51+15 in the Township of Chartiers the place of ENDING, all as indicated on sheet 31 of 36 of Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-82, dated March 29, 1976 and recorded on September 19, 1978, in the Recorder's Office of Washington County, Pennsylvania, as Volume No. 1872, Page 76, granted and conveyed unto Consolidated Rail Corporation.

THIS EXHIBIT "A" CONTAINS 9 PAGES, OF WHICH THIS IS
PAGE 9 OF 9.

CASE NO. 71910

DEED TO

PITTSBURGH INDUSTRIAL RAILROAD, INC.

EXHIBIT "B"

MAP ADDENDUM

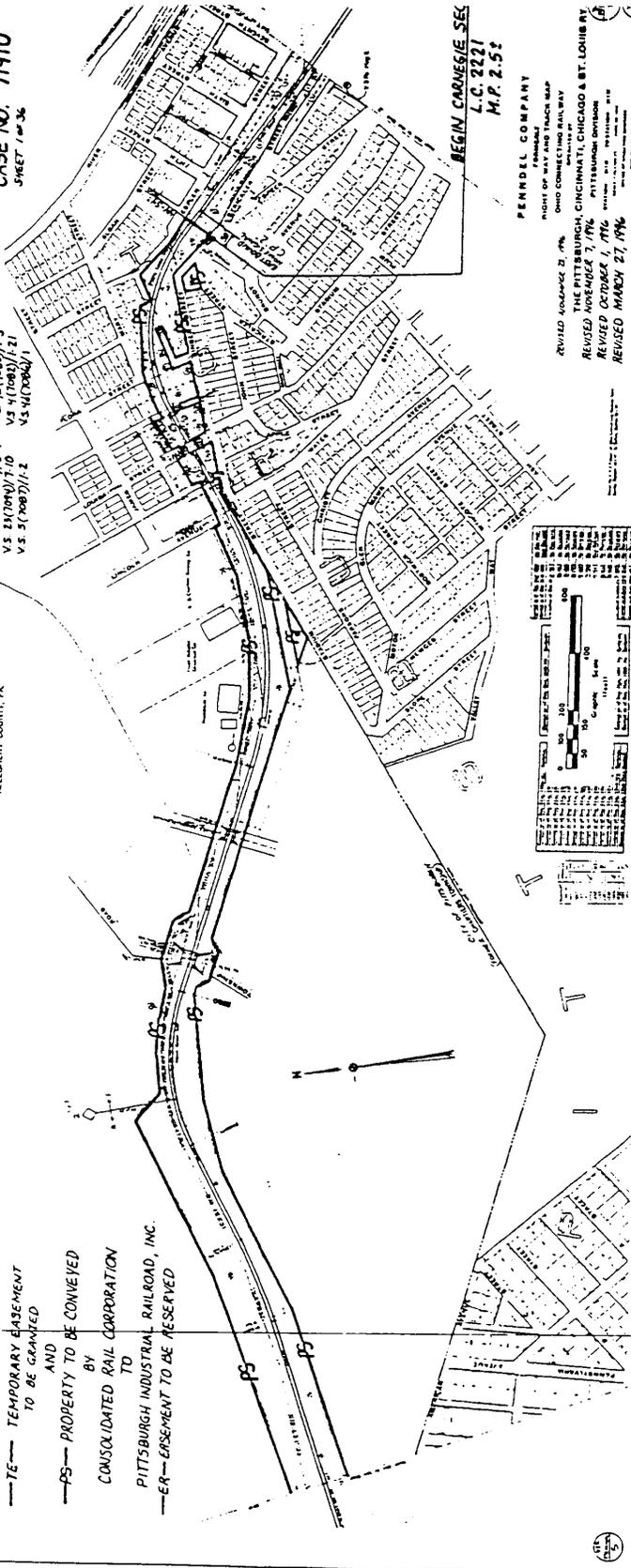
THIS EXHIBIT "B" CONTAINS 36 MAPS.

CASE NO. 71910
SHEET 1 OF 36

V.S. 12231(7800)/1-9
V.S. 24(7800)/1-10
V.S. 3(7800)/1-2
V.S. 14(7800)/1-3
V.S. 14(7800)/1-21
V.S. 14(7800)/1-22

CITY OF PITTSBURGH
ALLEGANY COUNTY, PA.

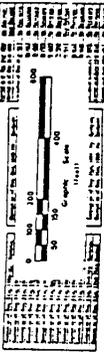
PROPERTY TO BE EXCEPTED
AND RESERVED
TEMPORARY EASEMENT
TO BE GRANTED
AND
PROPERTY TO BE CONVEYED
BY
CONSOLIDATED RAIL CORPORATION
TO
PITTSBURGH INDUSTRIAL RAILROAD, INC.
EASEMENT TO BE RESERVED



BEGIN CARNEGIE SEC
L.C. 2221
M.P. 2.52

PENDEL COMPANY
RIGHT OF WAY AND TRACK MAP
OHIO CONNECTING RAILWAY

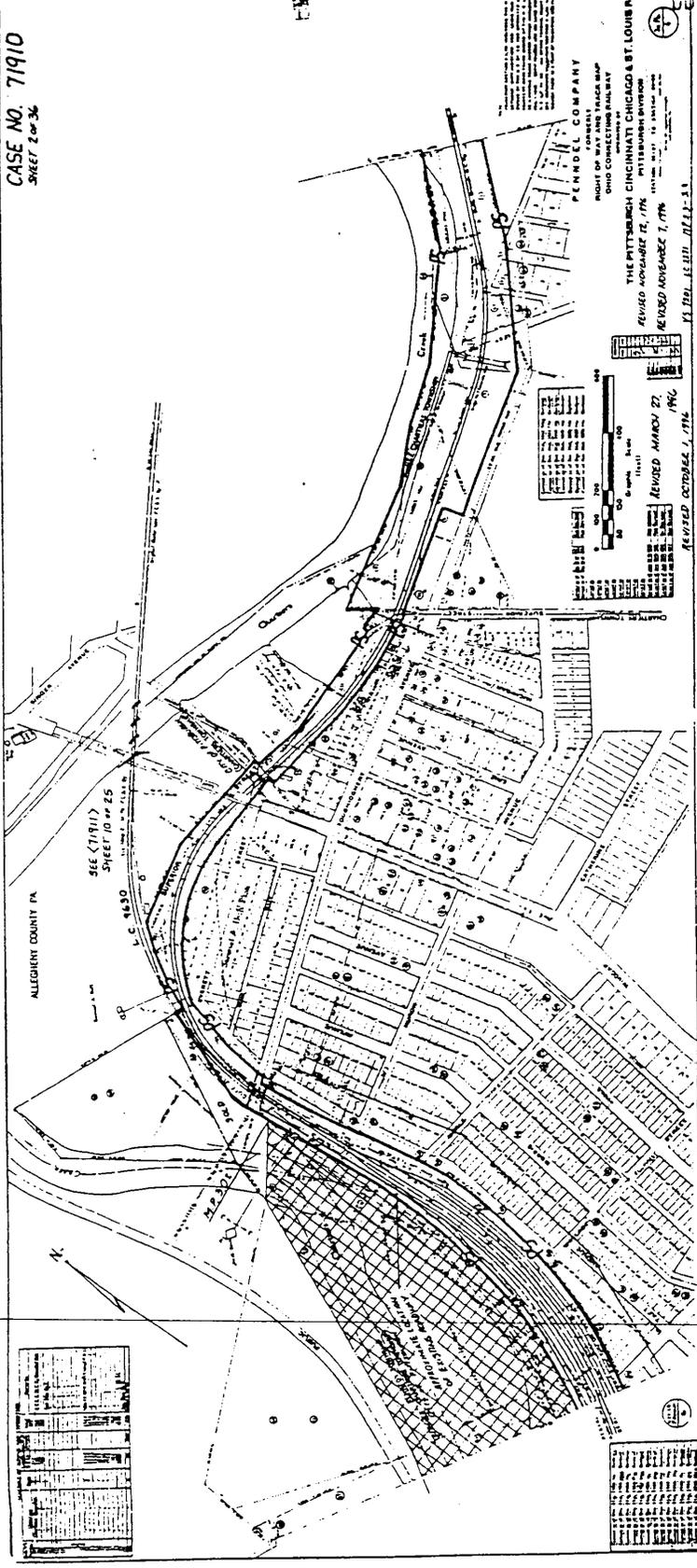
REVISED NOVEMBER 27, 1916
REVISED OCTOBER 4, 1916
REVISED MARCH 27, 1916
MARCH 6, 1916



THE PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RY
PITTSBURGH, OHIO
REVISED NOVEMBER 27, 1916
REVISED OCTOBER 4, 1916
REVISED MARCH 27, 1916
MARCH 6, 1916

BBT 3 4 2 3 1 8 9 1 3 0

CASE NO. 71910
SHEET 2 of 36



Lot No.	Area	Remarks
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THE PITTSBURGH CINCINNATI CHICAGO & ST. LOUIS R.
REVISED NOVEMBER 12, 1876
REVISED NOVEMBER 7, 1876
REVISED MARCH 27, 1876
REVISED OCTOBER 1, 1876

PENDEL COMPANY
ENGINEERS

Scale	Feet	Meters
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1" = 200'	200	60.96
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1" = 800'	800	243.84
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1" = 132922799578491587290380706028034457600'	132922799578491587290380706028034457600	4051495911168463579646803996534490260.48
1" = 265845599156983174580761412056068915200'	265845599156983174580761412056068915200	8102991982336927091613607993068980520.96
1" = 531691198313966349161522824112137830400'	531691198313966349161522824112137830400	16205823964673854983227215986137961041.92
1" = 1063382396627932698323045648224275660800'</		

CASE NO. 71910
SHEET 3 of 3

STREET	NO.	WIDE	NO.
ALLEGHENY	1	10	1
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STREET	NO.	WIDE	NO.
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STREET	NO.	WIDE	NO.
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STREET	NO.	WIDE	NO.
...

PENDEL COMPANY

ENGINEERS

THE PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RY.
AND CONNECTING RAILWAY
PITTSBURGH DIVISION - MAP AREA

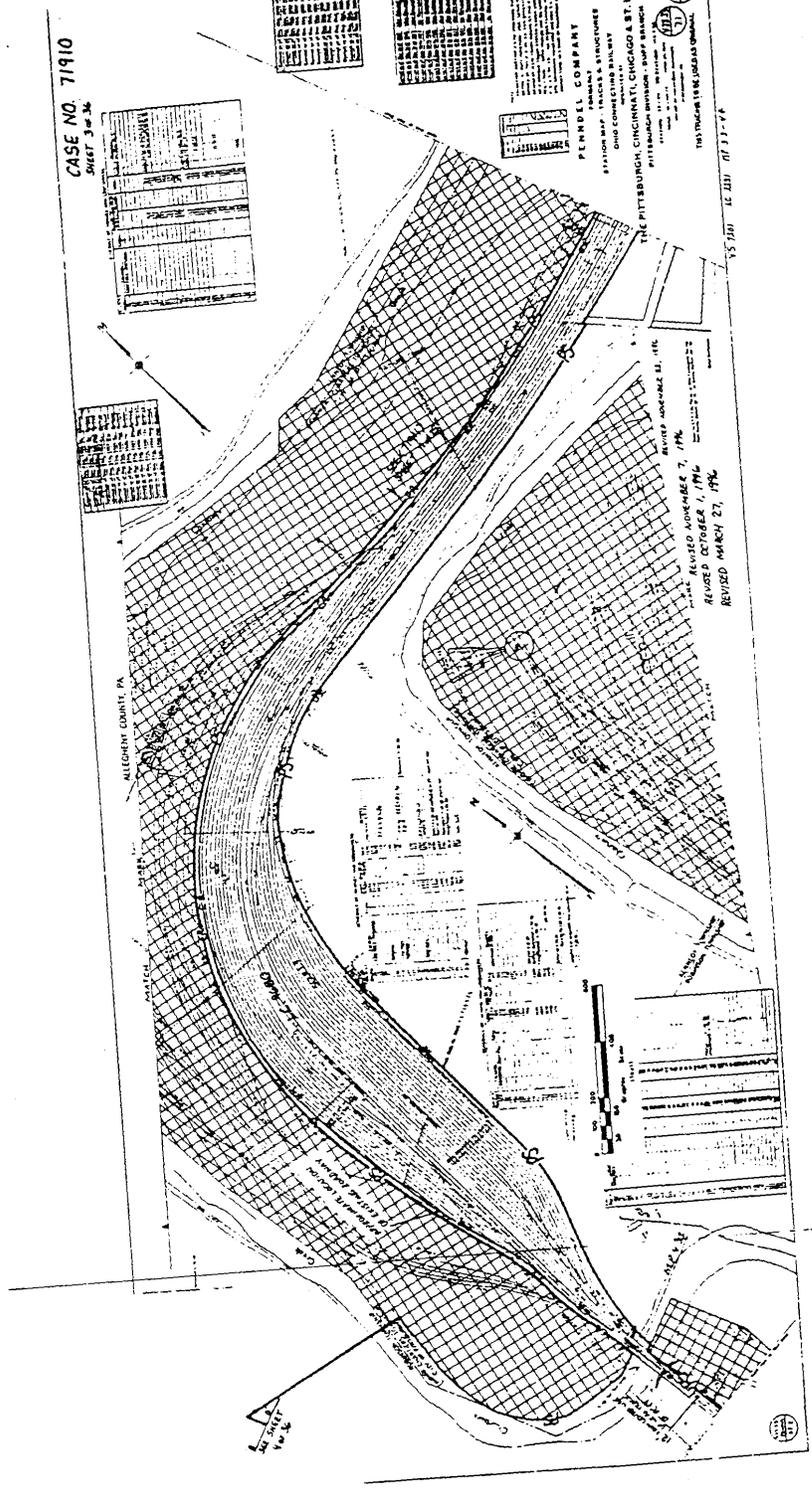
REVISED NOVEMBER 7, 1916

REVISED DECEMBER 1, 1916

REVISED MARCH 27, 1916

U.S. PAT. 12,237, 17,737-44

UBY3423 1A01100



ALLEGHENY COUNTY, PA.

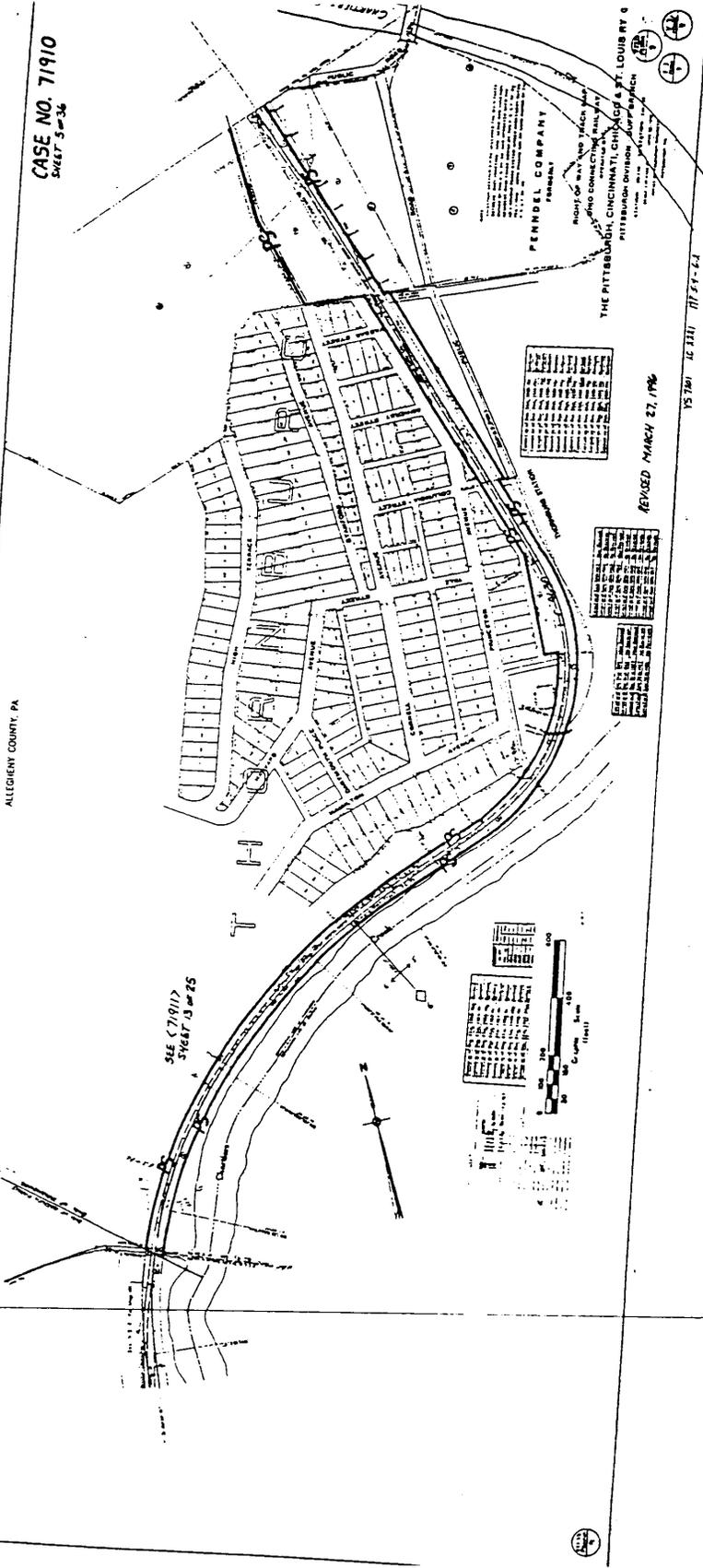
Scale
1" = 100'



CASE NO. 71910
SHEET 3-36

ALLEGHENY COUNTY, PA

SEE (71917)
SHEET 3-25



PENNDL COMPANY

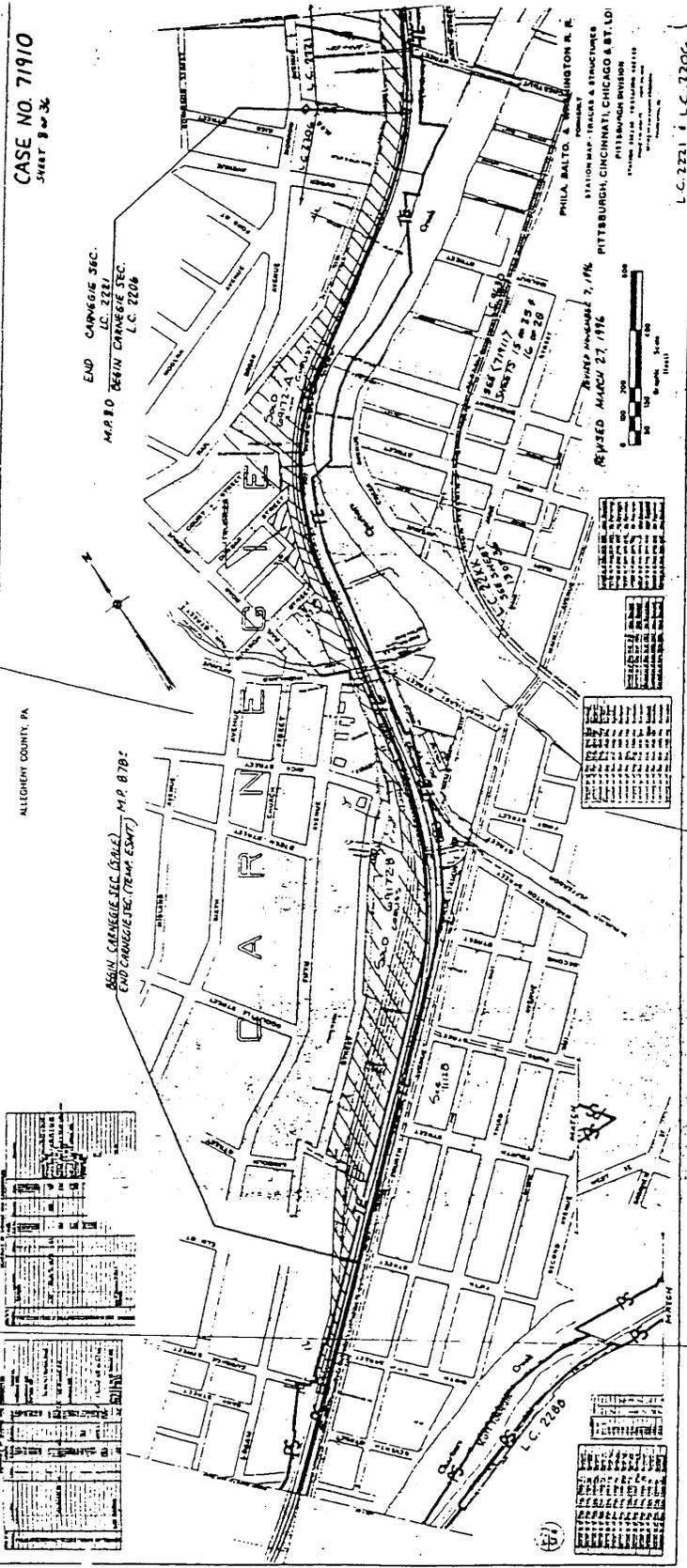
THE PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RY CO
PITTSBURGH DIVISION

REVISED MARCH 27, 1906

15 1/2 MI. W. 131 1/2 ST. E.A.

2913953743 PAGE 162

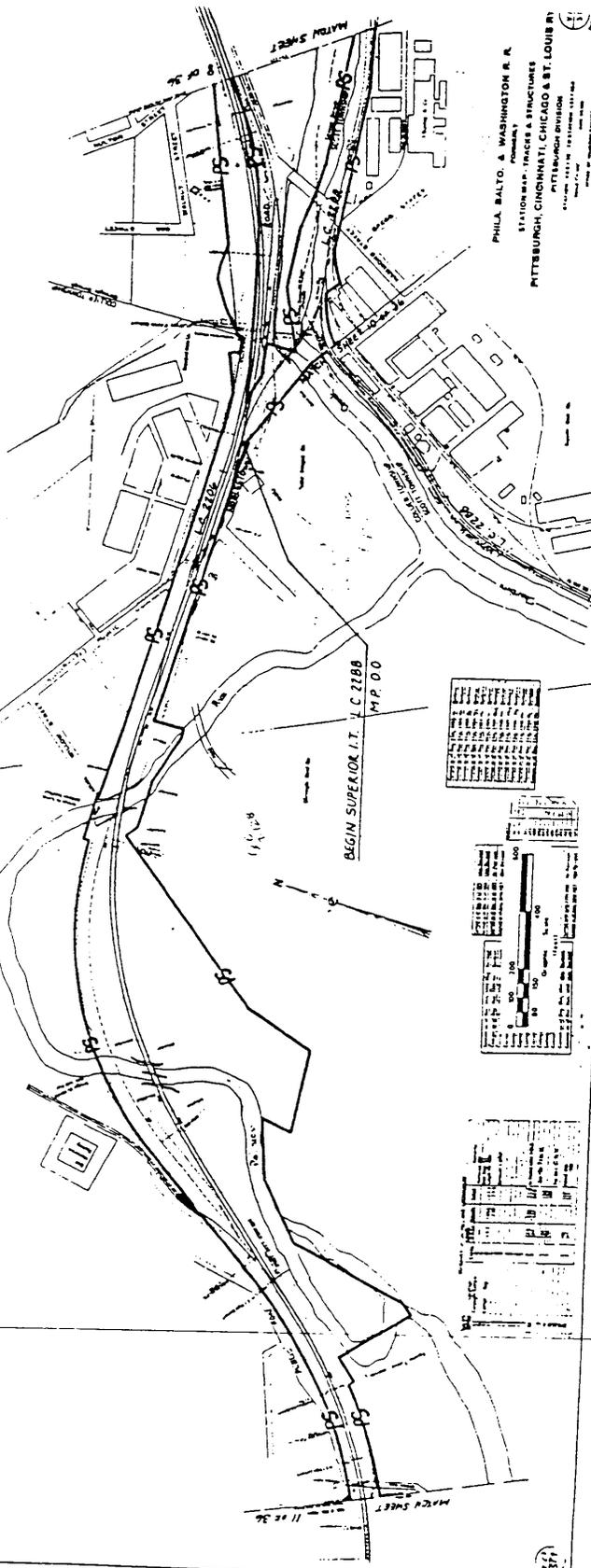
CASE NO. 71910
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CASE NO. 71910
SHEET 9 OF 36

ALLEGHENY COUNTY, PA.



PHILA. BALTO. & WASHINGTON R.R.
STATION MAP - TRACKS & STRUCTURES
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS R.
PITTSBURGH DIVISION
DIVISION OF TRACKS & STRUCTURES
REVISION NUMBER 7, 1/16

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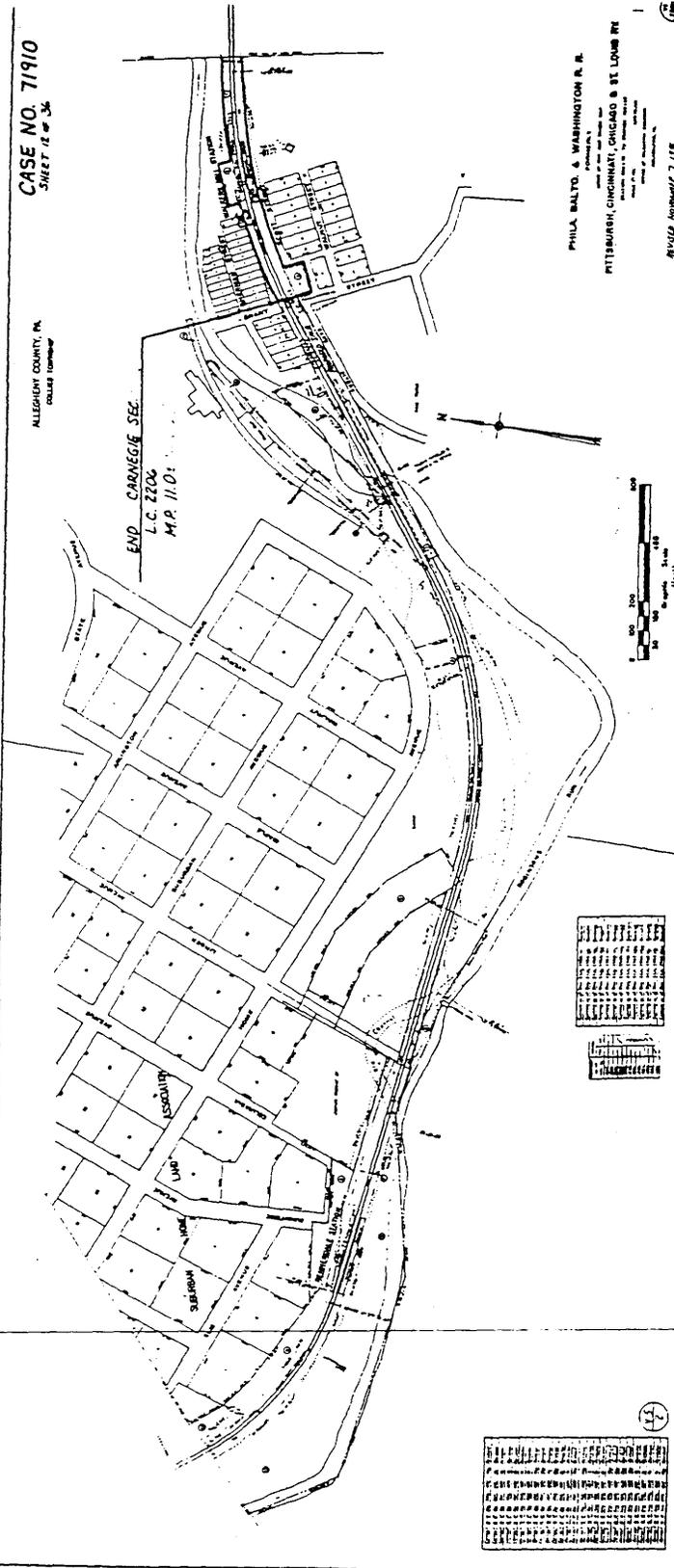
CASE NO. 71910
SHEET 12 OF 36

ALLEGHENY COUNTY, PA.
COLLIER TOWNSHIP

END CARNEGIE SEC.
L.C. 2206
M.P. 11.01

PHILA. BALTO. & WASHINGTON R.R.
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RR

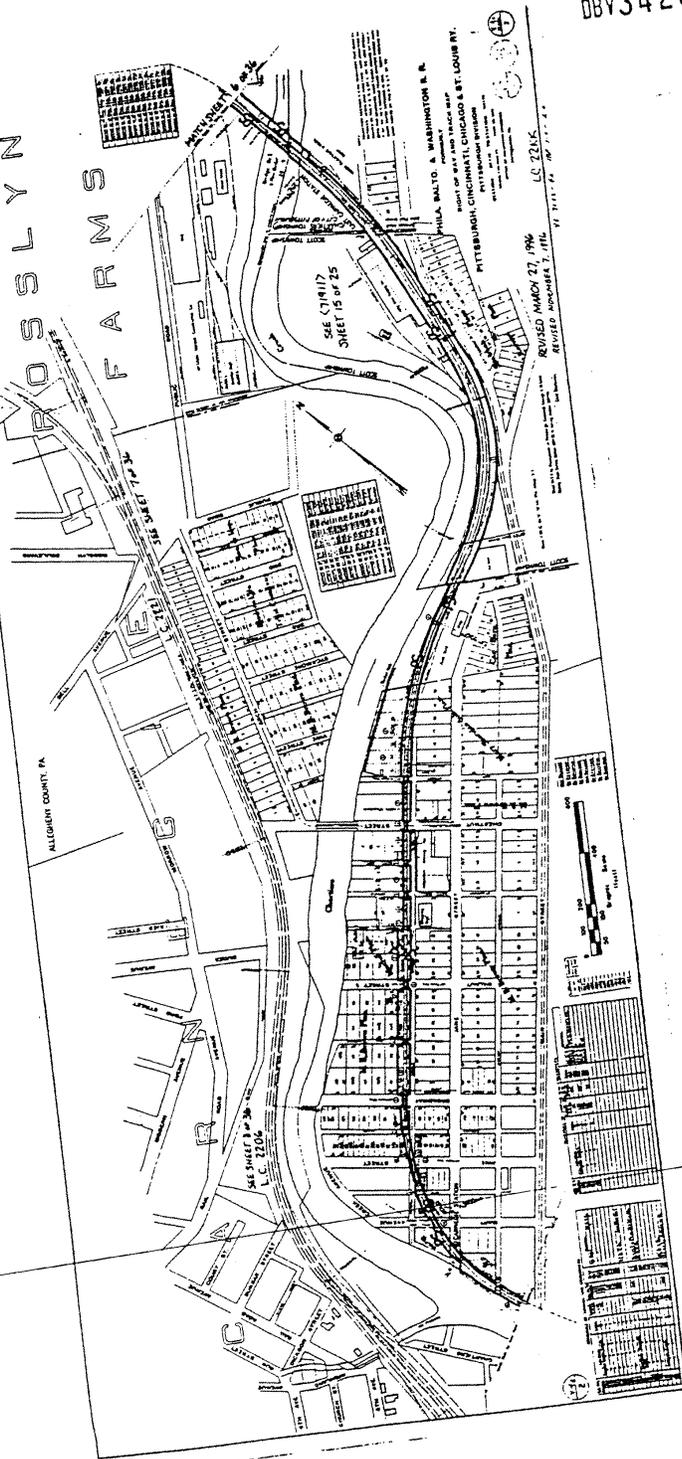
REVISED November 7, 1916



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CASE NO. 71910
SHEET 13 OF 34

CROSSLYN FARMS



PHILA. BALTO. & WASHINGTON R. R.
 RIGHT OF WAY AND TRACKS & ST. LOUIS RY.
 PITTsburgh, CINCINNATI, CHICAGO & ST. LOUIS RY. CO.
 L.C. 2215
 REVISED MARCH 27, 1906
 REVISED NOVEMBER 7, 1910



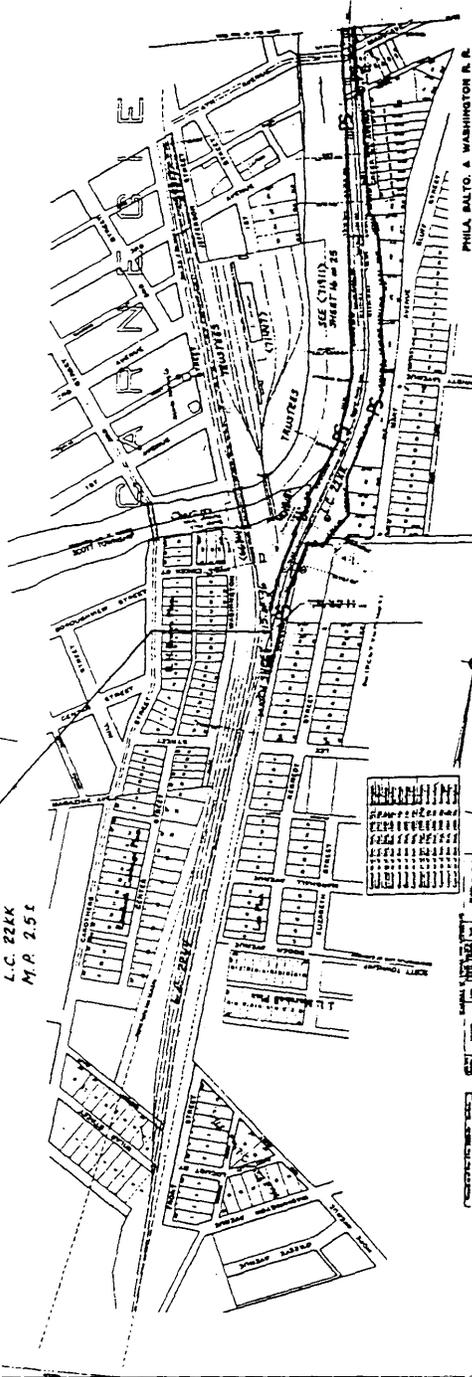
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ALLEGHANY COUNTY, PA.

CASE NO. 71910
SHEET NO. 36

ALLEGHENY COUNTY, PA.

BEGIN CANYON I.T.
L.C. 2244
M.P. 0.51
END CANYON I.T.
L.C. 2228
M.P. 2.51



PHILA. BALTO. & WASHINGTON R.R.
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS ET.
PHILA. BALTO. & WASHINGTON R.R.
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS ET.
PHILA. BALTO. & WASHINGTON R.R.
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS ET.

REVISED MARCH 27, 1906

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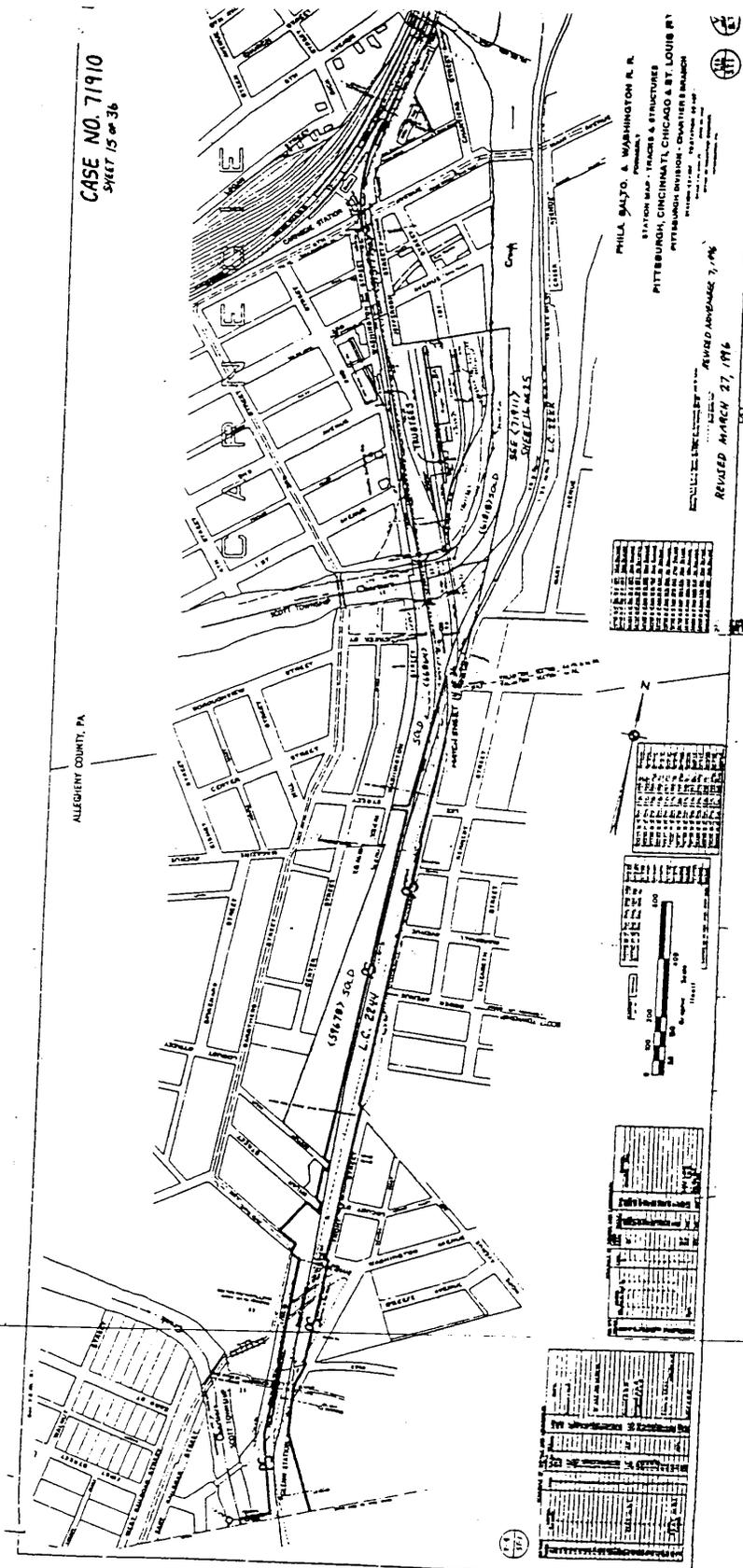
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PL 1112-24 MP 251-2

CASE NO. 71910
SHEET 15 OF 36

ALLEGHENY COUNTY, PA.



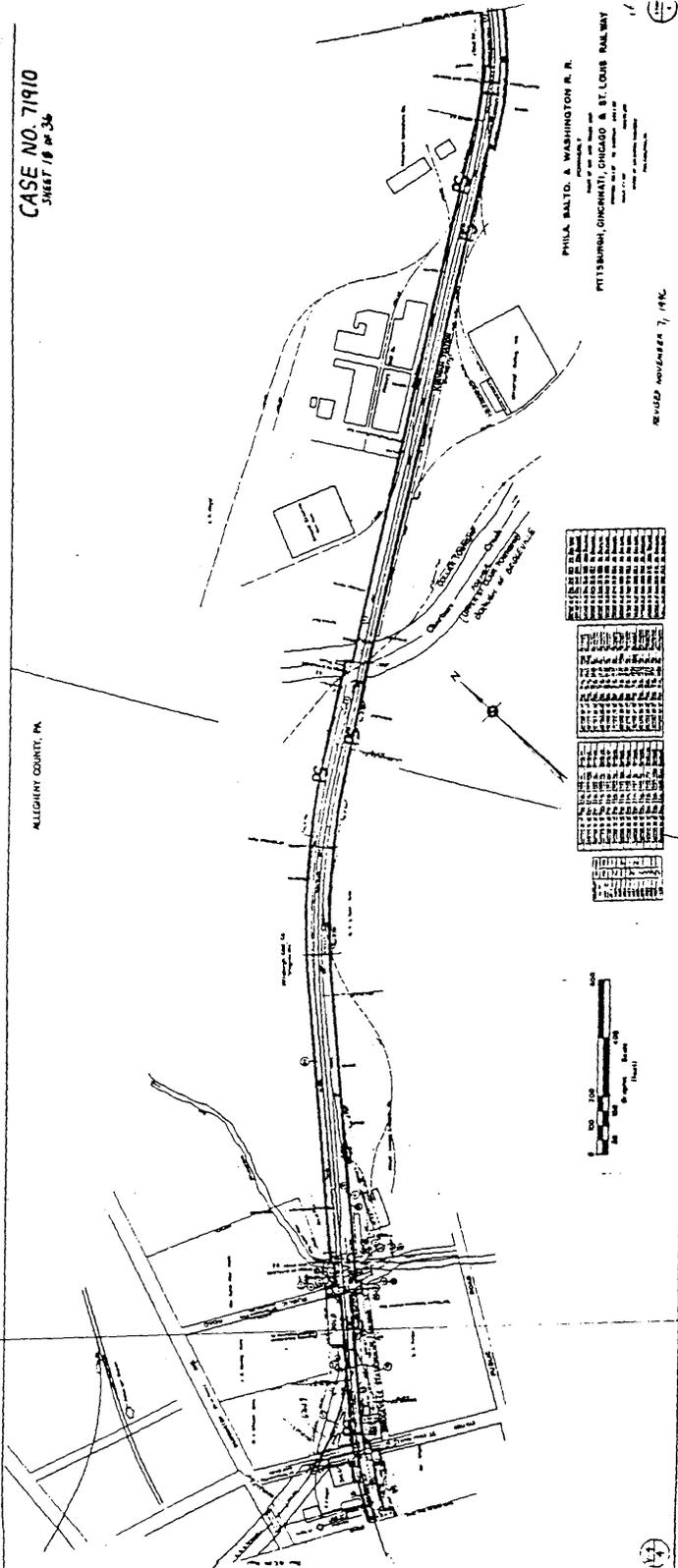
PHILIP GAYTO & WASHINGTON R.R.
STATION MAP, TRACKS & STRUCTURES
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RY.
PITTSBURGH DIVISION, CHARTERED BRANCH
REVISED MARCH 27, 1916

Legend and scale information:

- Scale: 1" = 100'
- Legend: Symbols for street, railroad, station, etc.
- Notes: Additional map details and specifications.

CASE NO. 71910
SHEET 18 of 36

ALLEGANY COUNTY, PA.



PHILA. BALTO. & WASHINGTON R. R.
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY

REVISED NOVEMBER 7, 1910

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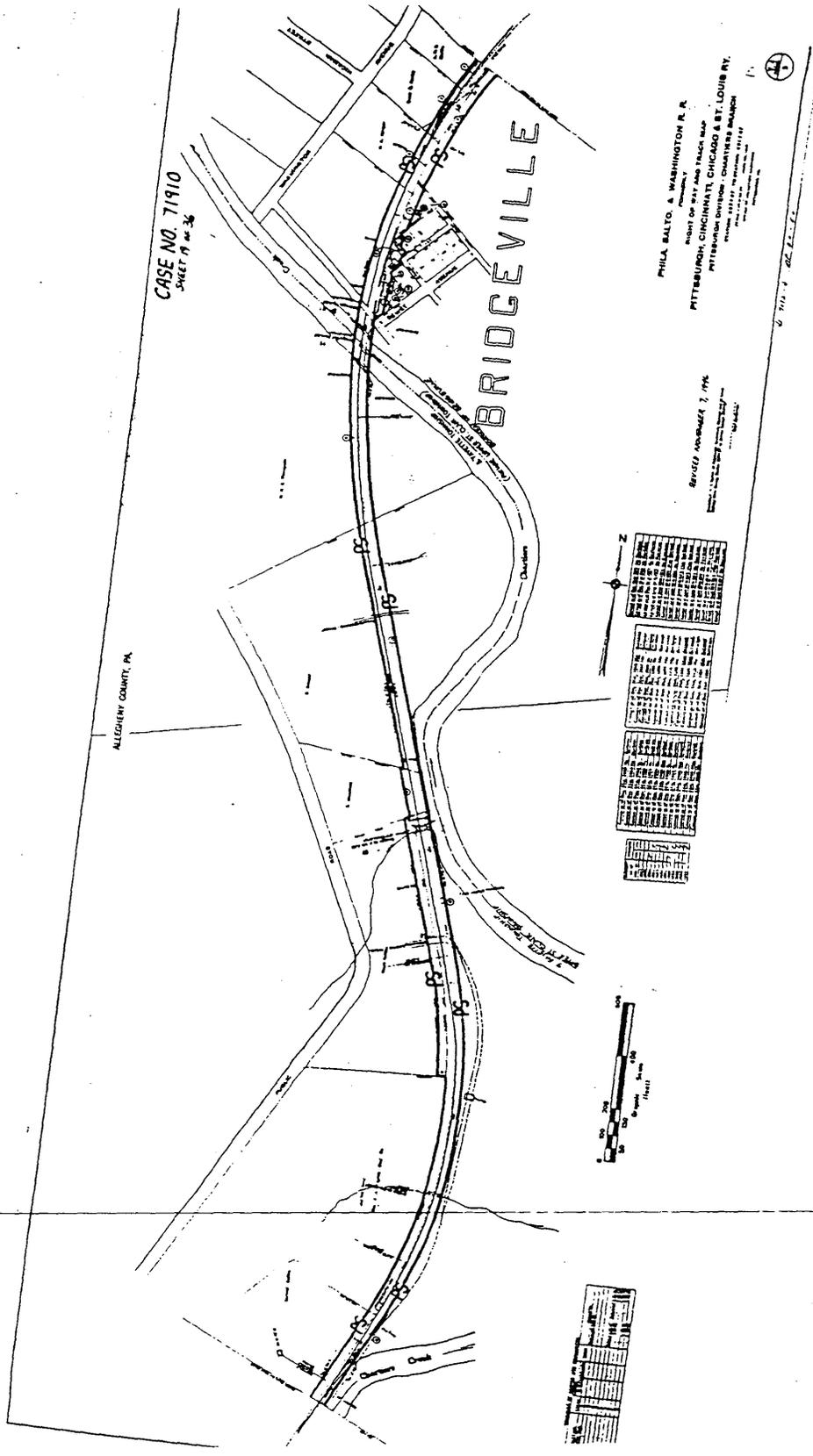


DBV3423 PAGE 175

CASE NO. 71910
SHEET 19 OF 36

ALLEGHENY COUNTY, PA.

BRIDGEVILLE



PHILA. BALTO. & WASHINGTON R. R.
 Mount of Air and Traction Map
 PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RY.
 PITTSBURGH DIVISION, CHICAGO & ST. LOUIS RY.
 PITTSBURGH DIVISION, CHICAGO & ST. LOUIS RY.
 PITTSBURGH DIVISION, CHICAGO & ST. LOUIS RY.

REVISED NOVEMBER 2, 1914
 ENGINEER: J. H. HARRIS
 DRAWN BY: J. H. HARRIS

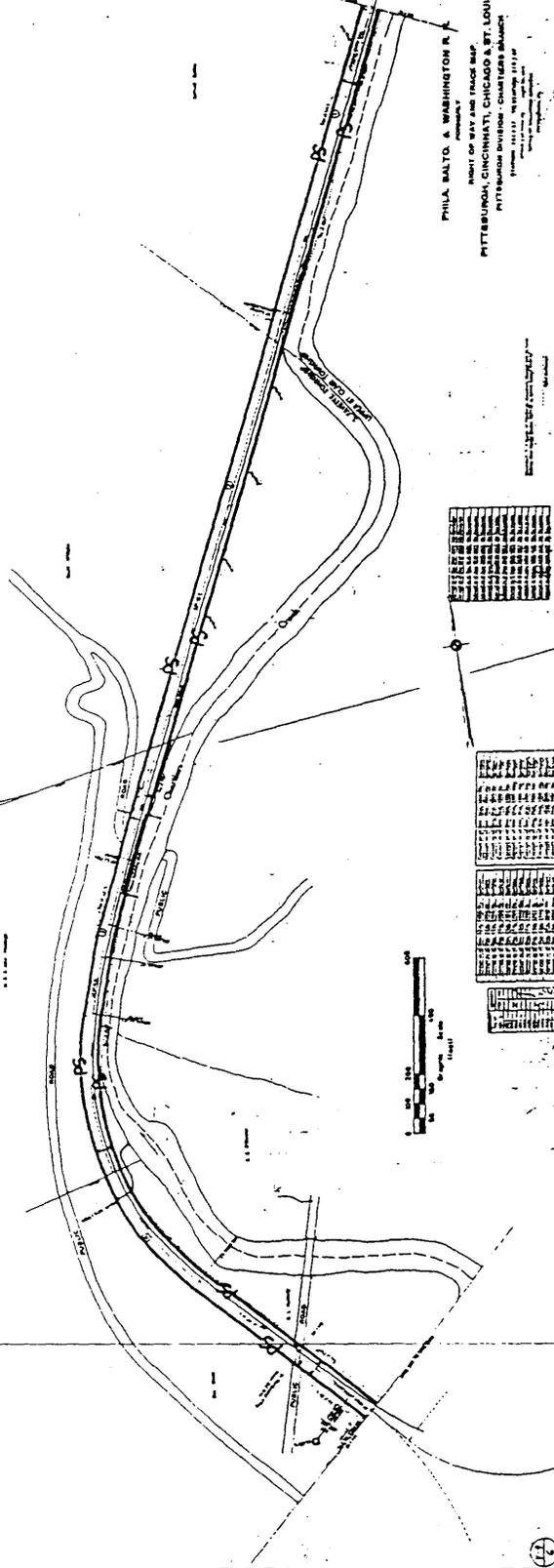
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CASE NO. 71910
SHEET 20 OF 36

ALLEGHENY COUNTY, PA.



PHILA. BALTO. & WASHINGTON R.
RIGHT OF WAY AND TRACE MAP
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOU.
PITTSBURGH DIVISION - CHARLES BAUGH
Project No. 11111, No. 100000, 11111
Pittsburgh, Pa., 1910

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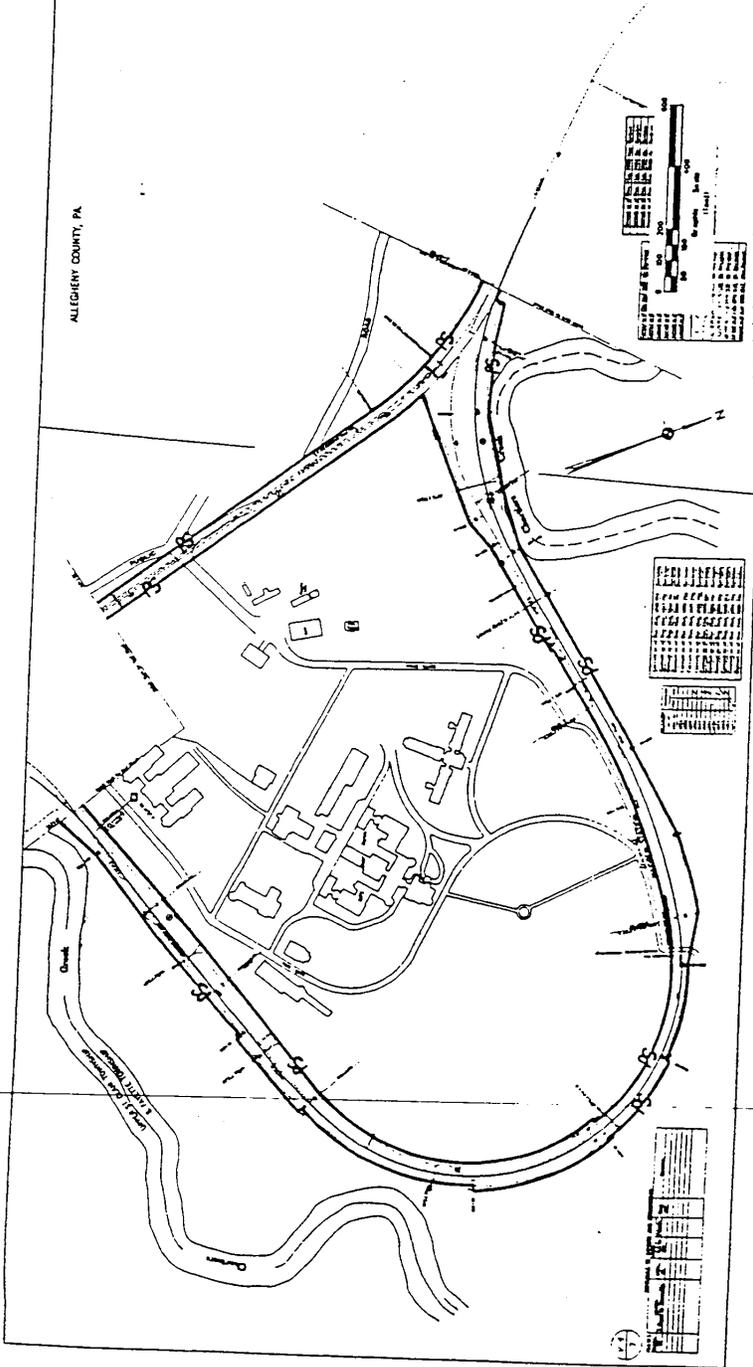
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CASE NO. 71910
SHEET 21 of 36

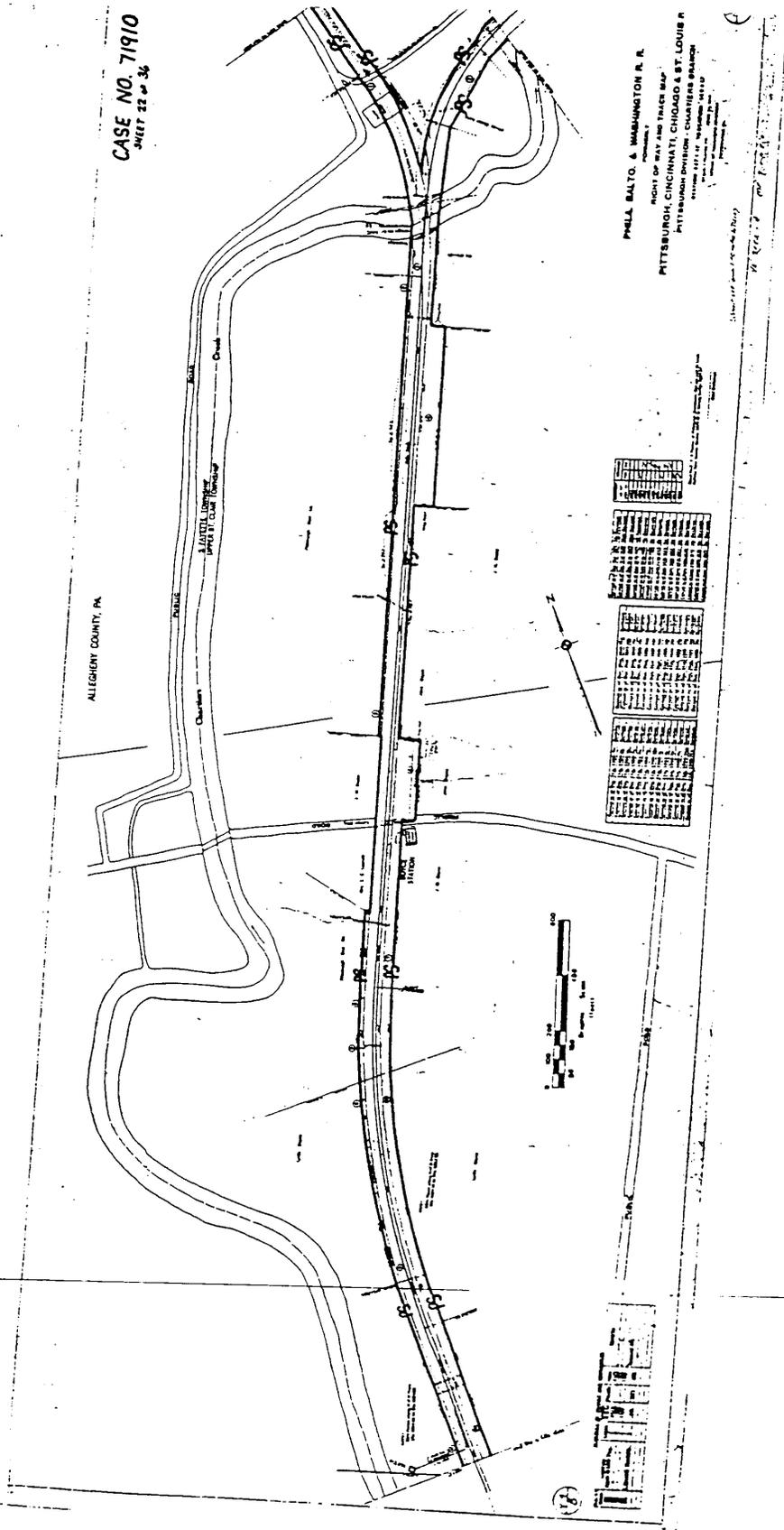
ALLEGHENY COUNTY, PA



PHILA. BALTO. & WASHINGTON R.R.
FORMERLY
RIGHT OF WAY AND TRACE MAP
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RY
PITTSBURGH DIVISION - QUARTERS BRANCH
RECORDED IN BOOK 100 PAGE 114
MAY 18 1888

CASE NO. 71910
SHEET 22 OF 36

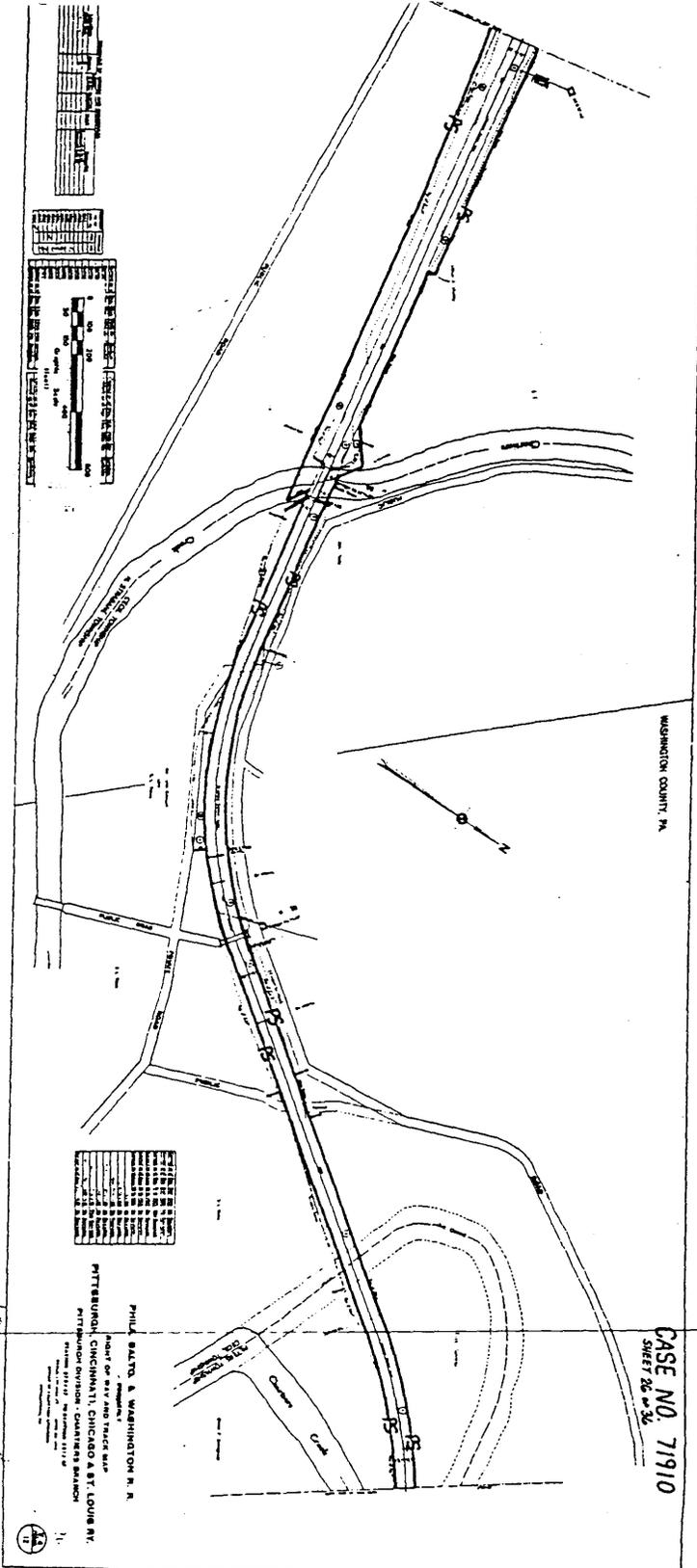
ALLEGHENY COUNTY, PA.



PHILLY BALTO. & WASHINGTON R.R.
RIGHT OF WAY AND TRACK MAP
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS R.
PITTSBURGH DIVISION - CHARLESTON BRIDGE
DATE OF REVISION: 1911
DRAWN BY: [Name]
CHECKED BY: [Name]

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DDTS 423 TRACT 03



DATE	1/11/11
PROJECT	TRUCK RAMP
DRAWN BY	...
CHECKED BY	...
SCALE	AS SHOWN
PROJECT NO.	...
SHEET NO.	...

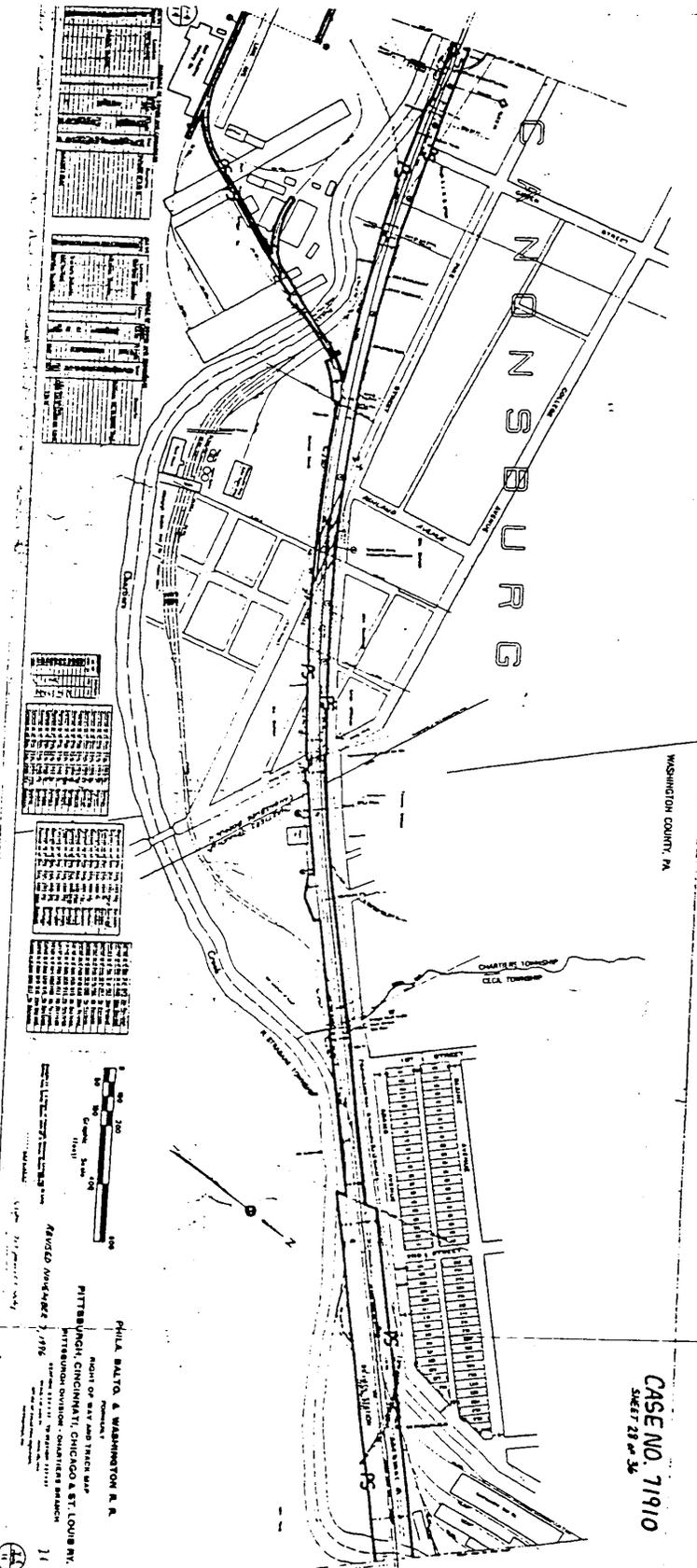
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PHIL S. BALTO & WASHINGTON R. R.
 ENGINEERS
 1001 W. WASHINGTON ST.
 PITTSBURGH, PA. 15222
 PITTSBURGH DIVISION - CHICAGO & ST. LOUIS R.R.
 PITTSBURGH DIVISION - CANTON & BALCON

WASHINGTON COUNTY, PA.

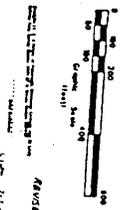
CASE NO. 71910
SHEET 26 OF 36





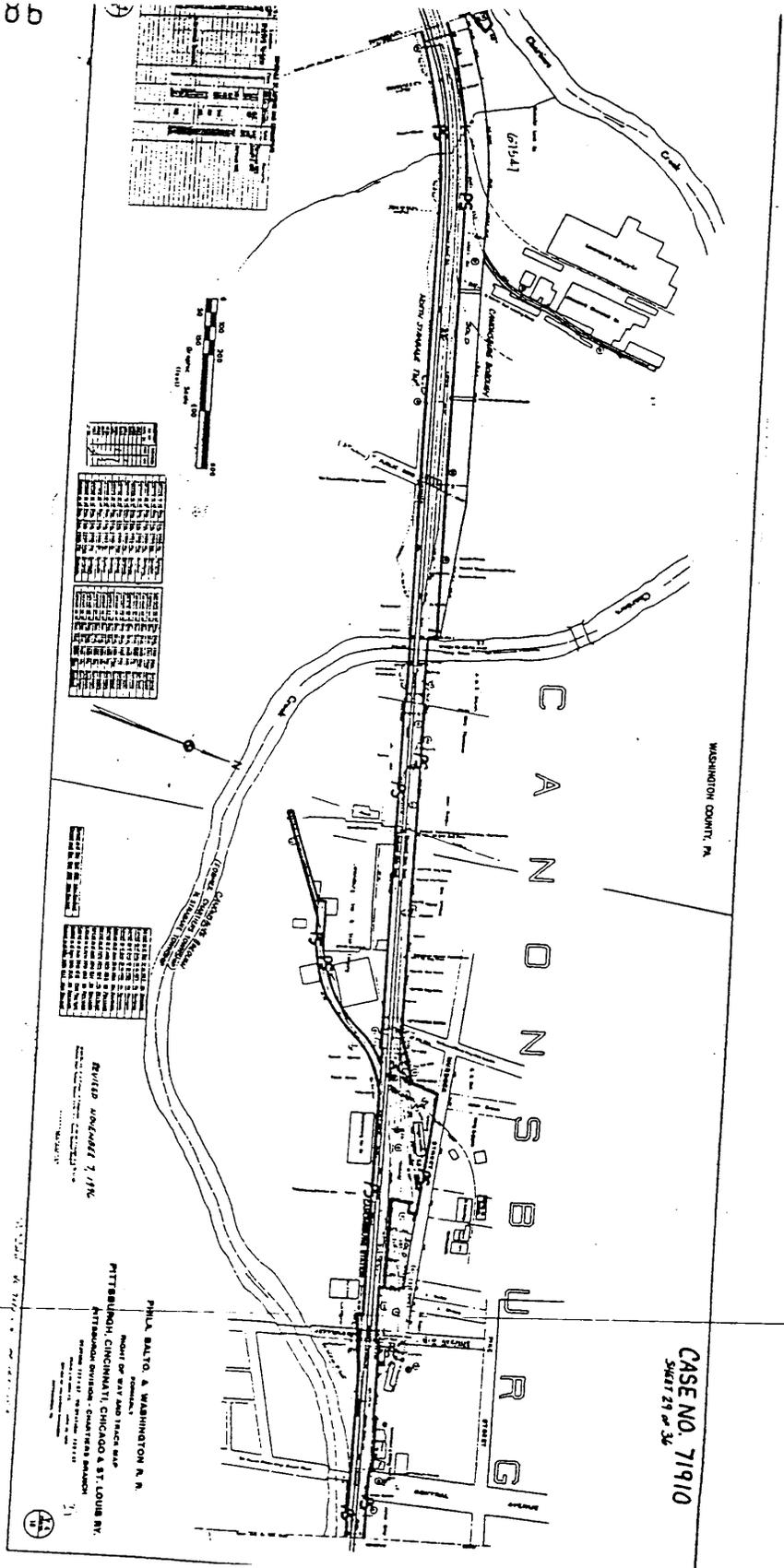
WASHINGTON COUNTY, PA.

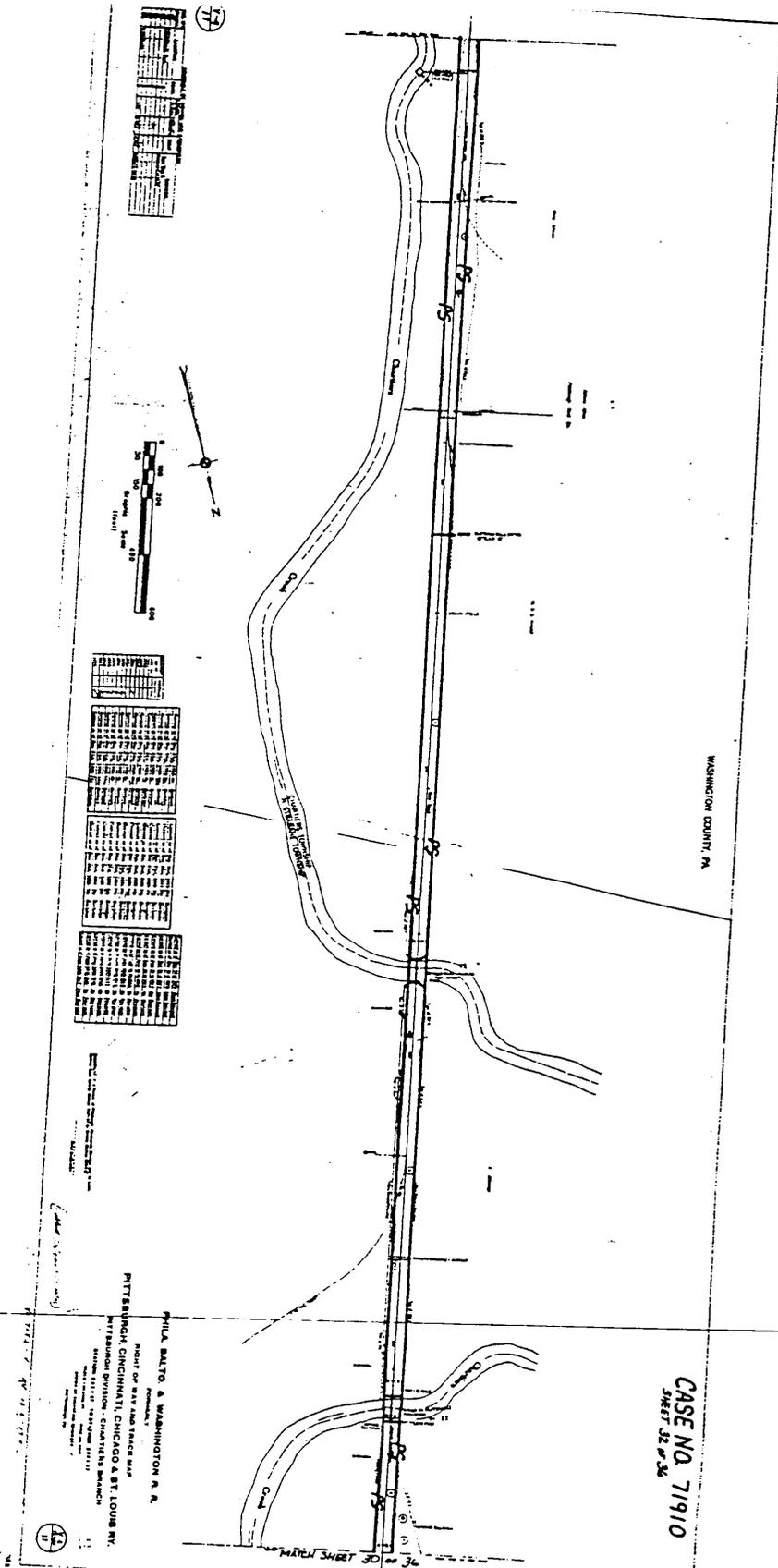
CASE NO. 71910
SHEET 28 OF 36



PHILIP BALTO & WASHINGTON A. A.
 ARCHITECTS
 100 N. 10TH ST. PHILADELPHIA, PA.
 PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS, MO.
 PITTSBURGH DIVISION - CHARTERS BRANCH
 1912



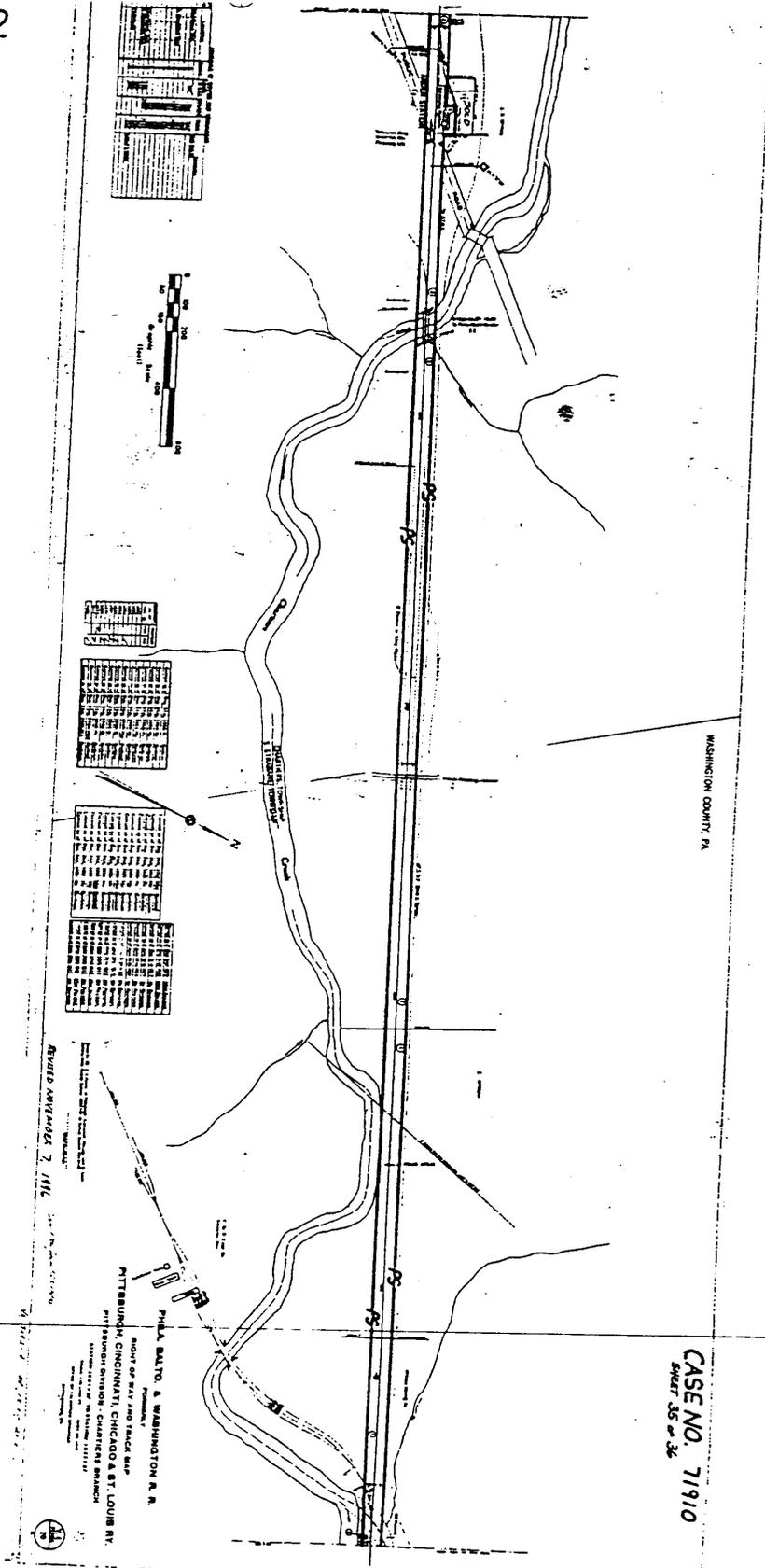




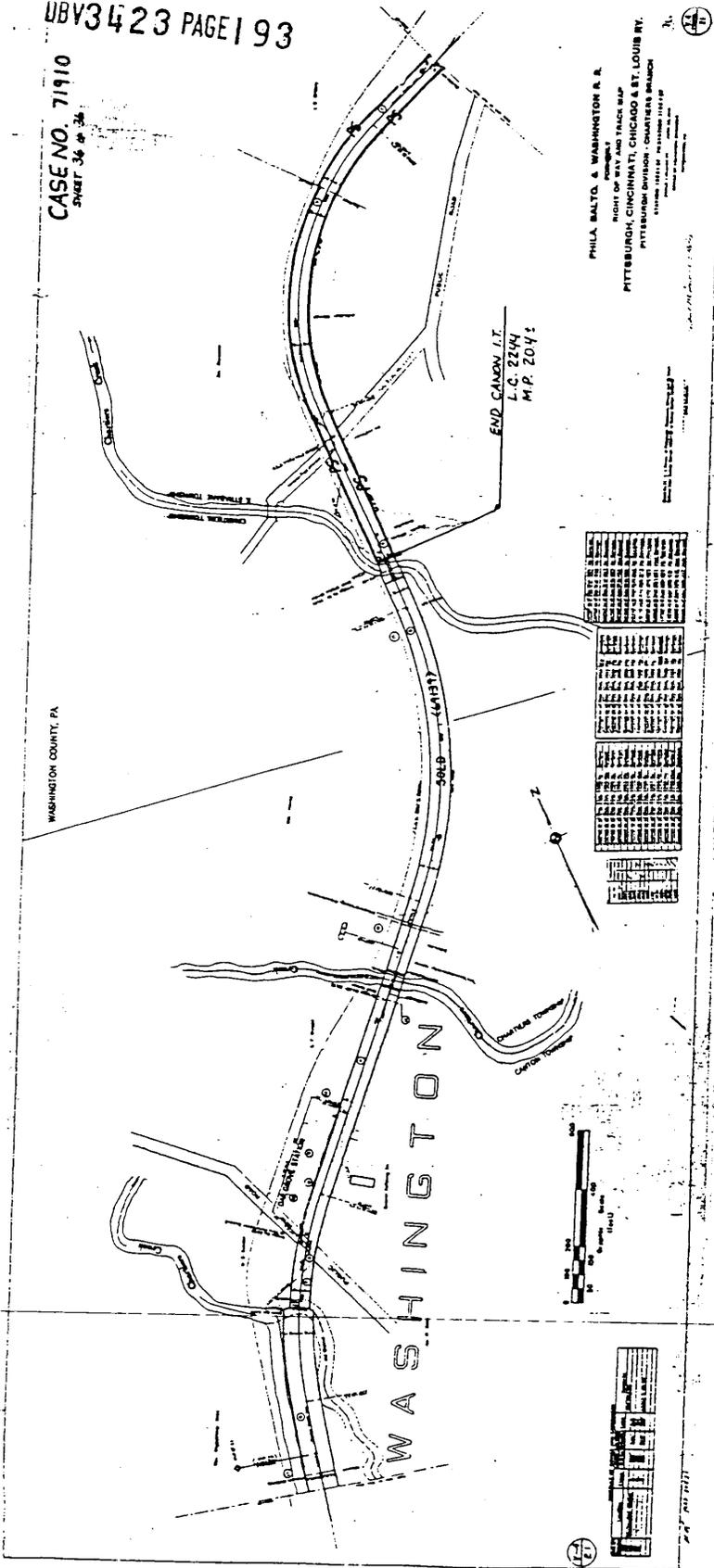
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1+50	Weir	Concrete	50	cu yd	50.00
2+00	Lock	Concrete	100	cu yd	100.00
2+50	Weir	Concrete	50	cu yd	50.00
3+00	Lock	Concrete	100	cu yd	100.00
3+50	Weir	Concrete	50	cu yd	50.00
4+00	Lock	Concrete	100	cu yd	100.00
4+50	Weir	Concrete	50	cu yd	50.00
5+00	Lock	Concrete	100	cu yd	100.00
5+50	Weir	Concrete	50	cu yd	50.00
6+00	Lock	Concrete	100	cu yd	100.00
6+50	Weir	Concrete	50	cu yd	50.00
7+00	Lock	Concrete	100	cu yd	100.00
7+50	Weir	Concrete	50	cu yd	50.00
8+00	Lock	Concrete	100	cu yd	100.00
8+50	Weir	Concrete	50	cu yd	50.00
9+00	Lock	Concrete	100	cu yd	100.00
9+50	Weir	Concrete	50	cu yd	50.00
10+00	Lock	Concrete	100	cu yd	100.00
10+50	Weir	Concrete	50	cu yd	50.00

PHIL BALTO & WASHINGTON, P. A.
 ENGINEERS
 OFFICE OF STATE ENGINEERS
 PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS, MO.
 PITTSBURGH BRIDGE, CHARTERS & ARCHITECTS
 PITTSBURGH, PA.

CASE NO. 71910
 SHEET 32 OF 36



CASE NO. 71910
SHEET 36 OF 36





OHIO CENTRAL RAILROAD SYSTEM

136 South Fifth Street Coshocton, Ohio 43812 - Phone (740)-622-8092 * Fax (740)-622-8097

Ohio Central Railroad, Incorporated

Youngstown & Austintown Railroad, Inc.	Warren & Trumbull Railroad Co.
The Columbus & Ohio River Rail Road Co.	Ohio Southern Railroad, Inc.
Pittsburgh & Ohio Central Railroad Co.	Ohio & Pennsylvania Railroad Co.
Youngstown Belt Railroad Co.	Mahoning Valley Railway Co.

Verification

I, William A. Strawn, II, certify that I am the person described in and who executed the foregoing instrument and that I acknowledge that I executed the same as my free act and deed. I further declare under penalty of perjury that the foregoing is true and correct.

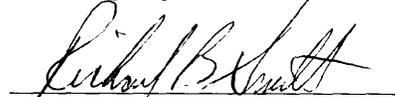
Executed on July 23, 2002.

William A. Strawn II
President

Daily Freight Service - Direct Connections with CSXT and Norfolk Southern

ACKNOWLEDGMENT

I, Richard B. Smith, certify that I am the person described in and who executed the foregoing instrument and that I acknowledge that I executed the same as my free act and deed. I further declare under penalty of perjury that the foregoing is true and correct. Executed on July 23, 2002.


Richard B. Smith