

CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA  
PHILADELPHIA, PENNSYLVANIA 19104

RECORDATION NO. 8548 Filed & Recorded

November 2, 1976

NOV 2 1976 - 1 02 PM

INTERSTATE COMMERCE COMMISSION

Mr. Robert L. Oswald  
Secretary

Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 8548/A Filed & Recorded

OCT 9 1976 - 1 01 PM

Dear Mr. Oswald:

INTERSTATE COMMERCE COMMISSION

Please record, as provided in Section 20C of the Interstate Commerce Act, (i) Agreement and Assignment dated as of October 31, 1976 and (ii) Amendment dated as of October 31, 1976 to Conditional Sale Agreement dated as of September 15, 1974. The Agreement and Assignment should receive a recordation number prior to that of the Amendment.

Five counterpart originals of the Amendment, and two counterpart originals and two certified copies of the Agreement and Assignment are enclosed with this letter of transmittal, together with a check in the amount of \$60.00.

The information requested for such recordation by order of the Interstate Commerce Commission is as follows:

Section 1116.4(b) - The names and addresses of the parties to the transaction:

- Vendor: The Fidelity Bank  
Broad and Walnut Streets  
Philadelphia, Pennsylvania
- Vendee: Consolidated Rail Corporation  
Six Penn Center Plaza  
Philadelphia, Pennsylvania
- Assignor: Berliner Bank Aktiengesellschaft  
Hardenbergstrass - 32  
1000 Berlin 12, West Berlin
- Assignee: The Fidelity Bank  
Broad and Walnut Streets  
Philadelphia, Pennsylvania

6-307A050  
NOV 2 1976  
\$ 60-  
Washington, D. C.

Section 1116.4(c) - Description of the equipment:

RECEIVED  
NOV 2 12 50 PM '76  
I.C.C.  
FEE OPERATION BR.

*James J. Taylor*  
*Quarterly*

Mr. Robert L. Oswald  
 November 2, 1976  
 page two .....

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Marked *</u>	<u>Numbers ((/)) denotes inclusive series)</u>
GP7 Loco- motives	B-B	25	Penn Central or Conrail	5891,5892,5896 5611,5627,5629 5635,5638,5644 5645,5655,5658 5688,5690,5711 5719,5759,5766 5778,5791,5799 5808,5841,5842 5844
Switcher Locomotives	B-B	26	Penn Central or Conrail	8915,8930,8972 9045,9068,9075 9081,9098,9126 9128,9129,9133 9155/9168
H30a Hopper Cars	LO	1	Penn Central or Conrail	878546
H32 Hopper Cars	LO	3	Penn Central or Conrail	885587,885591 885593
Cabin Cars	NE	12	Penn Central or Conrail	23246/23248, 23250,23254/23257, 23259/23262
Transfer Caboose	NE	123	Penn Central or Conrail	018245/018251 018253/018264 018282/018294 018296/018301 018303/018304 018306/018316 018318/018323 018325/018326 018328/018345 018347/018358 018360/018377 018379/018394
18 Man Sleepers	MWX	6	Penn Central or Conrail	27013,27020, 27025,27035, 27043,27048

\*The equipment is marked on each side, in letters no less than one inch in height: "Owned by a Bank or Trust Company Under Security Agreement filed Under I.C.C. Section 20c [car numbers] as filed ICC-20c."

Mr. Robert L. Oswald  
November 2, 1976  
page three .....

Section 1116.4(e) - The Conditional Sale Agreement was previously recorded with the Interstate Commerce Commission at 2:05 P.M., on April 29, 1975.

Section 1116.4(f) - The two counterpart originals of the Agreement and Assignment and three counterpart originals of the Amendment should be returned, in care of the messenger presenting this, to the undersigned at Consolidated Rail Corporation, Room 1138, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19104.

Very truly yours,



David A. Walker  
Assistant Corporate Counsel

DAW:smg

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/2/76

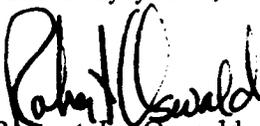
OFFICE OF THE SECRETARY

David A. Walker  
Assistant Corporate Counsel  
Consolidated Rail Corp.  
Room 1138, Six Penn Center Plaza  
Philadelphia, Pennsylvania, 19104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/2/76 at 1:05pm and assigned recordation number(s) 8548 & 8548-A

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

8543  
RECORDATION NO. .... Filed & Recorded

Nov. 2 1976 -1 02 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT

This Amendment, dated as of October 31, 1976, between THE FIDELITY BANK, a Pennsylvania banking corporation (the "Vendor"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Vendee"), as assignee of Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the property of Penn Central Transportation Company, Debtor (the "Trustees") to the Conditional Sale Agreement, dated as of September 15, 1974 (the "New CSA"), between American Contract Company, a Delaware corporation ("ACC"), and the Trustees.

WITNESSETH: THAT,

WHEREAS, by an Assignment, dated as of September 15, 1974, ACC assigned its rights under the New CSA to Berliner Bank Aktiengesellschaft (the "Bank"); and

WHEREAS, on April 1, 1976 the Trustees assigned their rights under the New CSA to the Vendee pursuant to the provisions of the Regional Rail Reorganization Act of 1973, as amended; and

WHEREAS, by an Agreement and Assignment, dated as

of October 31, 1976, the Bank has assigned its rights under the New CSA and the rolling stock equipment covered thereby to the Vendor; and

WHEREAS, the parties hereto desire to acknowledge and confirm their respective obligations under the New CSA and to modify certain terms and conditions of the New CSA;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Vendee and the Vendor acknowledge and confirm their respective obligations under the New CSA as hereby amended. More particularly and without limitation, the Vendor acknowledges and confirms its obligation to execute a bill of sale and do such other acts and things necessary to convey title to the Equipment to Vendee, pursuant to the provisions of Article 5 of the New CSA, and the Vendee acknowledges that it has assumed and agrees to perform, for the benefit of the Vendor, all obligations under the New CSA and the Vendee further acknowledges and confirms that it is justly and truly indebted to the Vendor for the payment of the Conditional Sale Indebtedness (as such term is defined in Article 3 of the New CSA), all of which is outstanding, payable in the manner specified in Schedule B to

the New CSA, and no part of which has been paid except for the payments of principal and interest due on March 15, 1975, September 15, 1975, March 15, 1976 and September 15, 1976 which have been duly paid. The Vendee further acknowledges and confirms that there exist no offsets, counterclaims or defenses whatsoever to the obligation of the Vendee to pay to the Vendor the Conditional Sale Indebtedness strictly in accordance with terms of the New CSA, including Schedule B thereto, as hereby amended. The Vendee further agrees that this Amendment to the Conditional Sale Agreement and all the undertakings of the Vendee herein contained have been duly and validly authorized by all requisite corporate action taken on the part of the Vendee and constitute lawful and binding obligations of the Vendee enforceable against the Vendee in accordance with their terms.

The Vendee agrees that it will not assert against the Vendor any claim, defense, offset, recoupment or counterclaim on account of fraud or duress in the inducement or execution of the New CSA, or of any illegality or frustration thereof or on account of any imperfection, defect or failure of, or any breach of warranty (whether of materials, workmanship, merchantability, fitness for particular use or otherwise), expressed or implied, in respect of, the Equipment or any unit or part thereof, or account of any liability incurred or loss suffered by (whether of materials, workmanship, merchantability,

fitness for particular use or otherwise), expressed or implied, in respect of, the Equipment or any unit or part thereof, or on account of any liability incurred or loss suffered by the Vendee by reason of the fact that the use, in or about the construction or operation of any unit of the Equipment, of any design, system, process, formula, combination, article or material infringes or is alleged to infringe on any patent or other right. The Vendee acknowledges and agrees that the foregoing undertakings and acknowledgements on its part contained in this paragraph 1 are of the essence of this Amendment agreement and constitute the primary inducement to the Vendor to accept, concurrently with the execution and delivery hereof, an assignment of the New CSA against payment by the Vendor of substantial value.

2. The fourth, fifth, sixth and seventh sub-paragraphs of Article 3 of the New CSA are amended to read as follows:

"The Conditional Sale Indebtedness shall bear interest at the rate of 12-3/4% per annum, subject to certain adjustments, during the period from September 16, 1974 through October 31, 1976 and at the rate of 9% per annum from and after November 1, 1976. Overdue installments of principal and interest shall bear interest at the rate of 12-3/4% per annum from the due date until paid in full.

"The schedule of payments is set forth on Schedule B attached hereto.

"The term "Closing Date" shall mean April 29, 1975 or such other date thereafter as shall be fixed by mutual agreement between Vendor and Vendee.

"The term "business days", as used herein, means calendar days, excluding Saturdays, Sundays and bank holidays in the City of Philadelphia."

3. The tenth, eleventh, twelfth and thirteenth paragraphs of Article 17 of the New CSA are deleted. The last sentence of the second paragraph of Article 6 of the New CSA are deleted and the phrase "and numbered" is inserted after the word "lettered" in the last sentence of such Article.

4. Article 22 of the New CSA is amended to provide that notice to the Vendor shall be given at The Fidelity Building, Broad and Walnut Streets, Philadelphia, PA 19109 or at such other address as may have been furnished in writing by the Vendor to the Vendee.

5. The officer of the Vendee physically executing this Amendment on behalf of the Vendee certifies, for himself personally and on behalf of the Vendee, by his execution hereof

that he has caused an appropriate inspection to be made by him or under his supervision sufficient in his judgment to permit him to confirm, as he does hereby confirm, that (i) as of the date hereof each item of the Equipment bore plainly, distinctly, permanently, and conspicuously on each side, in letters not less than one inch in height, the words "OWNED BY A BANK OR TRUST COMPANY UNDER SECURITY AGREEMENT FILED UNDER I.C.C. ACT SECTION 20C. [car number] AS FILED ICC - 20C", and (ii) to the best of his knowledge and belief such markings were placed and have remained on all of the units of Equipment at all times since such units became subject to the CSA (as such term is defined in the New CSA), and at no time have any additional numbers or marks placed upon any unit of the Equipment for operating convenience been placed in any manner which might be interpreted as a claim of ownership.

6. The forms of "Schedule A" and "Schedule B" attached to this Amendment as Annexes I and II, respectively, are substituted in lieu of Schedules A and B to the New CSA.

7. The New CSA as hereby amended shall continue in full force and effect. Hereafter references in the New CSA to "Vendees" shall read "Vendee" and to "the agreement," "this agreement", "hereof", "herein" or words of similar import shall be deemed a reference to the New CSA as hereby amended.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due authority, have caused this instrument to be executed in their respective names by their respective duly authorized officers, and have caused their corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

Attest

J. Robert Pannun, Jr.  
Assistant Vice President

THE FIDELITY BANK

BY

[Signature]  
Vice President

Attest

McParrell  
Assistant Secretary

CONSOLIDATED RAIL CORPORATION

BY

James J. Fulk  
Senior Vice President-Finance

COMMONWEALTH OF PENNSYLVANIA:  
: SS  
COUNTY OF PHILADELPHIA :

On this *1st* day of *November*, 1976, before me personally appeared *Adam J. Pavone*, who, being by me duly sworn says that he is *Vice President* of THE FIDELITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on this day on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

LOLA PENZEL  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires January 2, 1979

COMMONWEALTH OF PENNSYLVANIA:  
: SS  
COUNTY OF PHILADELPHIA :

On this *1st* day of *NOVEMBER*, 1976, before me personally appeared L. J. Farley, to me personally known, who, being by me duly sworn says that he is Senior Vice President-Finance of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on this day on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

ALFONSO J. DIGREGORIO  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

SCHEDULE A

<u>QUANTITY</u>	<u>TYPE</u>	<u>UNIT NUMBERS</u>
25	GP7 Locomotives	5611, 5627, 5629, 5635, 5638, 5644, 5645, 5655, 5658, 5688, 5690, 5711, 5719, 5759, 5766, 5778, 5791, 5799, 5808, 5841, 5842, 5844, 5891, 5892, 5896
26	Switcher Locomotives	8915, 8930, 8972, 9045, 9063, 9075, 9081, 9098, 9126, 9128, 9129, 9133, 9155/9168
1	H30a Hopper Cars	878546
3	H32 Hopper Cars	885587, 885591, 885593
12	Cabin Cars	23246/23248, 23250, 23254/ 23257, 23259/23262
123	Transfer Cabooses	018245/018251, 018253/018264, 018282/018294, 018296/018301, 018303, 018304, 018306/018316, 018318/018323, 018325/018326, 018328/018345, 018347/018358, 018360/018377, 018379/018394
6	18-Man Sleepers	27013, 27020, 27025, 27035, 27043, 27048

SCHEDULE B

<u>DATE OF PAYMENT</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST PAYMENT</u>	<u>TOTAL PAYMENT</u>
March 15, 1977	\$321,387.94	\$ -	
September 15, 1977	321,387.94	101,237.20	\$422,625.14
March 15, 1978	321,387.94	86,774.74	408,162.68
September 15, 1978	321,387.94	72,312.28	393,700.22
March 15, 1979	321,387.94	57,849.83	379,237.77
September 15, 1979	321,387.94	43,387.37	364,775.31
March 15, 1980	321,387.94	28,924.91	350,312.85
September 15, 1980	321,387.90	14,462.46	335,850.36