

Michael C. Bynane
Assistant General Attorney



Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2472

No. *6563*
Date **MAY 21 1979**
Fee \$.....

RECORDATION NO. *6563* Filed *1425* May 15, 1979

ICC Washington, D. C.
MAY 21 1979 - 12 30 AM

INTERSTATE COMMERCE COMMISSION

Registered Mail

Mr. H. G. Homme, Jr., Acting Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

RECEIVED
MAY 21 12 24 PM '79
T. C. C.
FEE OPERATIONS BR.

Dear Mr. Homme:

Enclosed for filing and recording are four executed counterparts of a Sublease of Railroad Equipment dated as of April 1, 1979, by and between The Baltimore and Ohio Railroad Company, 2 North Charles Street, Baltimore, Maryland 21201 ("Sublessor") and General Motors Corporation, 3044 West Grand Boulevard, Detroit, Michigan 48202 ("Sublessee").

The equipment covered by said Sublease consists of up to 65 100-ton mill type gondola cars, to bear Sublessee's identifying numbers GMCX 100 to 164, inclusive, AAR mechanical designation GBS. The equipment will be lettered "General Motors Corporation", "General Motors", or in some other appropriate manner, and will also be marked "The First Pennsylvania Banking and Trust Company, Agent, Security Owner".

The equipment is covered by a certain Conditional Sale Agreement dated as of April 1, 1972, among The Chessie Corporation, The Baltimore and Ohio Railroad Company and First American National Bank of Nashville, and an Agreement and Assignment dated as of April 1, 1972, between The Chessie Corporation and The First Pennsylvania Banking and Trust Company, as Agent, which were recorded with the Commission on April 19, 1972, at 2:45 P.M., and assigned Recordation No. 6563. The equipment is also covered by a certain Lease of Railroad Equipment dated as of April 1, 1972, between First American National Bank of Nashville and The Baltimore and Ohio Railroad Company, which was recorded with the Commission on April 19, 1972, at 2:45 P.M., and assigned Recordation No. 6563-A.



The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Co. and The Greenbrier.

Mr. H. G. Homme, Jr.

-2-

May 15, 1979

Also enclosed is a draft of The Baltimore and Ohio Railroad Company in the amount of \$50.00, representing the required recording fee.

Please file one counterpart of the Sublease of Railroad Equipment and return three counterparts to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Michael C. Bynane". The signature is written in dark ink and is positioned above the printed name.

Michael C. Bynane

MCB:aj

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

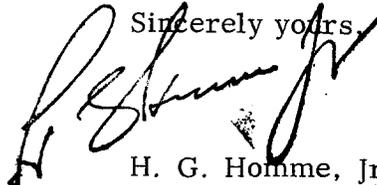
5/22/79

OFFICE OF THE SECRETARY

Michael C. Bynane
Assistant Gen. Atty.
Chessie System
Terminal Tower
P.O.Box 6419
Cleveland, Ohio 44101
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/21/79 at 12:30pm, and assigned recordation number(s). 6563-D

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

EXECUTED IN 6 COUNTERPARTS

OF WHICH THIS IS NO. 1

SUBLEASE OF RAILROAD EQUIPMENT

THIS AGREEMENT OF SUBLEASE, dated as of April 1, 1979 by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Maryland (hereinafter called B&O) and GENERAL MOTORS CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called GM);

RECORDATION NO. 6563-A Filed 1425

MAY 21 1979 - 12 30 AM

INTERSTATE COMMERCE COMMISSION

WITNESSETH:

WHEREAS, B&O has leased 800 - 100-ton mill type gondola cars bearing B&O's road numbers 371000-371799, inclusive from First American National Bank of Nashville (hereinafter called the Lessor) under a Lease of Railroad Equipment dated as of April 1, 1972, between the Lessor and B&O which is of record in the office of the Secretary of the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, under Recordation No. 6563A; and

WHEREAS, the Lessor purchased said gondola cars from The Chessie Corporation under a Conditional Sale Agreement dated as of April 1, 1972, which was assigned by The Chessie Corporation to the First Pennsylvania Banking and Trust Company, as Agent (hereinafter called the Agent) under an Agreement and Assignment dated as of April 1, 1972, which is of record in the office of the Interstate Commerce Commission under Recordation No. 6563; and

WHEREAS, B&O desires to sublease 65 of said gondola cars in B&O series 371400-371799 to GM and GM desires to hire the same from B&O (such of said gondola cars as shall become and from time to time remain subject to this Sublease being hereinafter collectively called the Equipment and each called a Unit);

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. B&O hereby subleases to GM and GM hereby hires from B&O, subject to all terms, covenants and provisions of said Conditional Sales Agreement and said Lease and to the rights and remedies of the Agent and the Lessor thereunder, such number of the units as may be mutually agreed upon from time to time for the term and at the rental and subject to all the other terms and conditions herein set forth.

2. The equipment, when delivered to and accepted by GM for the purposes of this Sublease, shall be stencilled with GM markings and identifying numbers GMCX 100 to GMCX 164 inclusive, shall be plainly, distinctly, permanently and conspicuously marked in stencil on each side of each Unit, in letters not less than ten inches in height. In addition, the following legend shall be plainly, distinctly, permanently and conspicuously marked in stencil on each side of each Unit, in letters not less than one inch in height:

"THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY,
AGENT, SECURITY OWNER".

If any Unit of the Equipment is found after delivery to be defective in material or workmanship or unfit for the purpose for which it is subleased hereunder, GM shall have the right to reject and return such Unit at B&O's expense. B&O, however, shall not be obliged to make any substitutions for any Units so returned by GM.

3. The Term of this Sublease with respect to each Unit shall commence on the date of its delivery to and acceptance by GM under this Sublease, and shall continue for a period of six (6) months, and from month to month thereafter, subject to termination at the end of the six (6) month period, or, at the end of any calendar month thereafter, by either party giving to the other ten (10)

days' written notice of intention so to do.

4. From and after the delivery of each Unit under this Sublease, GM will pay B&O as rental per Unit for each day prior to return thereof as herein provided an amount equal to EIGHT DOLLARS (\$8.00) per Unit per day. Such rental shall cease to be payable with respect to any Unit suffering a Casualty Occurrence (as defined in Section 8 hereof) and on the day that GM notifies B&O that any Unit requires repairs pursuant to Section 7 hereof, and is held awaiting disposition. B&O shall render monthly bills against GM covering the aforesaid rental payments and GM shall pay such bills within thirty (30) days after their receipt. The B&O will reimburse GM for all loaded and empty miles, on each unit an amount equal to 6 mills/mile (.6 cents/mile) in accordance with Mileage Tariff 7F.

5. At all times during the continuance of this Sublease, GM will cause all the Units to bear GM identifying markings and the identifying numbers and legend referred to in Section 2 hereof, and shall cause such markings, numbers and legend to be maintained at all times.

6. Upon return of the Equipment to B&O, B&O shall restencil each Unit with its own identifying markings and numbers and GM shall pay B&O the cost of said restencilling.

7. While the Equipment is in possession of GM under this Sublease, B&O, acting in the capacity as owner, will be responsible for and chargeable with the cost of all repairs to the Equipment which are the owner's responsibility, and GM and any other handling company, as the case may be, will be responsible for and chargeable with the cost of all repairs which are the handling line's responsibility. The basis for determining such responsibility and charging such repairs shall be in accordance with the Interchange Rules, Mechanical Division, Association of American Railroads (hereinafter called Interchange Rules), applicable to freight cars current as of the date such

repairs are performed. Responsibility for FRA inspection(s) and changes to Equipment occasioned by their regulations shall be for the account of the B&O.

8. In the event that (a) any Unit shall be or become worn out, lost, destroyed, or, in the opinion of GM damaged or destroyed beyond economical repair, or obsolete; or (b) compliance with any law or rule would require the change or replacement or addition of any device or appliance, of or on any Unit, and, in the opinion of GM, compliance therewith would be uneconomical (such occurrences being herein called Casualty Occurrences), then, in any such event, settlement shall be made in accordance with the Interchange Rules, applicable to freight cars.

9. Upon the termination of this Sublease with respect to any Unit or Units, GM shall with reasonable promptness cause such Units to be transported to such point or points on the lines of railroad owned or operated by B&O as may be mutually agreed upon and there surrender same to B&O, in as good order and repair as when delivered to GM under this Sublease, ordinary wear and tear excepted.

10. Without the prior written consent of the Agent; the Lessor and B&O, GM shall not (a) assign, transfer, or encumber its leasehold interest under this Sublease; or (b) loan, hypothecate, or otherwise transfer or dispose of any of the Equipment.

11. Promptly after the execution and delivery of this Sublease, B&O shall at the expense of GM cause this Sublease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. GM will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments reasonably requested by B&O, for the purpose of proper protection,

to the satisfaction of counsel for the Agent, the Lessor and B&O of their interests in the Equipment, or for the purpose of carrying out the intention of this Sublease. GM will pay all costs, charges and expenses incident to the filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of any such action.

12. B&O covenants that GM shall lawfully, peaceably and quietly hold, possess, and enjoy the Equipment covered by this Sublease, without any let, hindrance, dispossession, or interference by B&O or anyone lawfully claiming by, through or under B&O, except pursuant to the provisions of this Sublease.

Should any security holder, its successors or assigns, assert any claim as to the Equipment or any Unit subleased hereunder by virtue of its rights as a holder of any security instrument, GM, if in any way adversely affected thereby, may terminate this Sublease.

13. This Sublease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

14. The terms of this Sublease and the rights and obligations of the parties hereto hereunder may not be changed or terminated orally but only by an agreement in writing signed by the party against whom enforcement of such change or terminations is sought.

IN WITNESS WHEREOF, B&O and GM have duly executed this Sublease of Railroad Equipment, as of the date first above written.

THE BALTIMORE AND OHIO RAILROAD COMPANY

(Corporate Seal)

ATTEST:

[Signature]
Assistant Secretary

(Corporate Seal)

ATTEST:

[Signature]
Assistant Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

By *[Signature]*

GENERAL MOTORS CORPORATION

By *[Signature]*

FORM APPROVED
OTIS WITH
GENERAL COUNSEL

On this 16th day of April, 1979 before me personally appeared L. C. Roig, Jr. to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of THE BALTIMORE AND OHIO RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Mary C. Power
Notary Public

MARY C. POWER, Notary Public
State of Ohio, Cuyahoga County
My commission expires 3-23-83

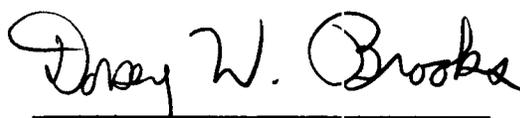
MICHIGAN)
MACOMB) SS:
~~WAYNE~~)

4th April 4, 1979

On this 21st day of July, -1978 before me personally appeared

C. Katko to me personally known, who, being by me duly sworn, says that he is Vice President of GENERAL MOTORS CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

(Notarial Seal)



Notary Public

DORSEY W. BROOKS
Notary Public, Macomb County, Michigan
My Commission Expires December 8, 1981

CONSENT TO SUBLEASE

The undersigned, First American National Bank of Nashville, as Lessor under that certain Lease of Railroad Equipment dated as of April 1, 1972, between First American National Bank of Nashville and The Baltimore and Ohio Railroad Company, hereby consents to the foregoing Sublease dated as of April 1, 1979, on the condition that such Sublease and all provisions thereof are subject to the provisions of said Lease of Railroad Equipment and the rights of the undersigned to the Equipment covered thereby.

FIRST AMERICAN NATIONAL BANK OF NASHVILLE,
as Lessor

By C. Richard Robb Sr. V.P.

CONSENT TO SUBLEASE

The undersigned, The First Pennsylvania Banking and Trust Company, as Agent, Assignee of that certain Conditional Sale Agreement dated as of April 1, 1972, between The Chessie Corporation and The Baltimore and Ohio Railroad Company and that certain Agreement and Assignment dated as of April 1, 1972, between The Chessie Corporation and The First Pennsylvania Banking and Trust Company, as Agent, hereby consents to the foregoing Sublease dated as of April 1, 1979, on the condition that such Sublease and all provisions thereof are subject to the provisions of said Conditional Sale Agreement and the title of the undersigned to the Equipment covered thereby.

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, As Agent

By



P. M. GIULIANTE
SENIOR CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY