

8264

REGISTRATION NO. .... Filed & Recorded

APR 1 1976 4 25 PM

INTERSTATE COMMERCE COMMISSION

DISTRICT OF COLUMBIA, SS:

The undersigned, a Notary Public in and for the District of Columbia aforesaid, hereby certify that on this 1st day of April, 1976 I compared the attached copy of an Assignment from Lehigh Valley Railroad Co. to Consolidated Rail Corporation dated March 29, 1976 with the original document and that the attached is a true and correct copy in all respects of such Assignment.

Cheri L. Hall  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 14, 1981

ASSIGNMENT

THIS ASSIGNMENT IS MADE

FROM

ROBERT C. HALDEMAN

AS TRUSTEE OF THE PROPERTY OF

LEHIGH VALLEY RAILROAD COMPANY

("Assignor"), whose address is  
415 Brighton Street  
Bethlehem, Pennsylvania 18015

TO

CONSOLIDATED RAIL CORPORATION

a corporation organized and existing under the laws of the  
State of Delaware ("Assignee"), whose address is  
1818 Market Street  
Philadelphia, Pennsylvania 19103

WHEREAS, Debtor is a railroad in reorganization under  
Section 77 of the Federal Bankruptcy Act, 11 U.S.C., Section 205,  
and is a railroad in reorganization as that term is defined  
in the Regional Rail Reorganization Act of 1973 (Public Law  
93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by order of the United States District Court for  
the Eastern District of Pennsylvania, enter in Docket No.  
Bky. No. 70-432, the above-named individual was duly appointed  
and is now serving as Trustee of the property of Debtor; and

WHEREAS, the United States Railway Association ("USRA"),  
pursuant to Section 209(c) of the Act, has certified to the  
Special United States District Court established pursuant to  
Section 209(b) of the Act ("Special Court"); that the rail  
properties of Debtor hereinafter described are to be transferred  
by Assignor to Assignee; and

WHEREAS, pursuant to Section 303(b) of the Act, the Special Court has ordered Assignor to convey to Assignee all of Assignor's right, title and interest in, under and to such rail properties, free and clear of any liens or encumbrances as provided in Section 303(b) of the Act, but subject to such obligations, charges and liabilities as are provided in (i) Section 303(b)(3) of the Act, (ii) the Final System Plan which has been certified to the Special Court by USRA pursuant to the Act ("Final System Plan") and (iii) the Order of the Special Court.

NOW, THEREFORE, pursuant to the Order of the Special Court, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title and interest in the following properties:

A. All rolling stock and equipment which is subject to the leases, conditional sales agreements, equipment trust agreements and other financing agreements ("Financing Agreements") listed in Exhibit A attached to this Assignment as a part hereof and which would properly be recorded in Accounts 25, 37, 52, 53, 54, 55, 56, 57 and 58 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201. Rolling stock and equipment includes locomotives, freight cars, passenger cars, work equipment, automobiles, trucks, tractors, trailers, containers, moveable cranes and hoists, multi-level racks, floating equipment, and other equipment, but excludes materials and supplies conveyed to Assignee by separate instrument.

B. The Financing Agreements listed in Exhibit A.

TO HAVE AND TO HOLD, the aforesaid properties hereby conveyed to Assignee to its proper use and benefit, forever, free and clear of any liens or encumbrances as provided in Section 303(b) of the Act, but subject to such obligations, charges and liabilities, as are provided in (i) Section 303(b)(3) of the Act, (ii) the Final System Plan and (iii) the Order of the Special Court.

Assignee hereby assumes all of the obligations, charges and liabilities under the Financing Agreements conveyed by this Assignment (including any such obligations, charges and liabilities which accrued prior to the date of delivery of this Assignment).

This Assignment shall relieve Assignor of liability for any breach of a Financing Agreement conveyed by this Assignment which occurs after the date of delivery of this Assignment. Assignor shall, however, remain liable for any breach, event of default, or violation of covenant of any such Financing Agreement which occurred (and any obligations, charges or liabilities which accrued) prior to the date of delivery of this Assignment. If any such obligations, charges or liabilities (accrued prior to the date of delivery of this Assignment) are paid by or on behalf of any person or entity, including Assignee, other than Assignor, such person or entity shall have a claim to direct reimbursement, as a current expense of administration, from Assignor, together with interest on the amount so paid. This Assignment shall not be deemed a breach, an event of default or a violation of any covenant of any Financing Agreement hereby assigned, notwithstanding any provision of such Financing Agreement.

Assignor hereby represents that the Interstate Commerce Commission recordation numbers, payee names, payment date information, Financing Agreement numbers and inventory information set forth in Exhibit A and in the portions of the Rolling Stock and Equipment Supplement referred to in Exhibit A are complete and correct to the best of Assignor's knowledge, information and belief.

Assignor hereby agrees that Assignor will perform, execute, acknowledge, endorse and deliver any and all such further acts, transfers, assignments, certificates and other instruments as may be reasonably requested by Assignee in order to convey, confirm, clarify, identify or more precisely describe the properties conveyed by this Assignment or intended so to be in order to carry out the intent of this Assignment in light of the designations contained in the Final System Plan and to effect the recordation of, or otherwise perfect, this Assignment and all such other assignments, certificates and instruments under any applicable statute, ordinance, rule or regulation.

Assignee takes the property as is and where is.

The words "Assignor" and "Assignee" used herein shall be construed as if they read "Assignors" and "Assignees", respectively, whenever the sense of this Assignment so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of Assignor are made by Assignor as Trustees of the property of Debtor, and not individually, and this conveyance is made without covenants of title or any warranties, express or implied, of fitness or of merchantability.

IN WITNESS WHEREOF, Assignor has executed this Assignment  
this 29th day of March, 1976.

Signed and acknowledged  
in the Presence of:

Dirk Partridge  
Dirk Partridge

Judith Harris  
Judith Harris

Robert C. Haldeman  
ROBERT C. HALDEMAN, AS TRUSTEE OF  
THE PROPERTY OF LEHIGH VALLEY  
RAILROAD COMPANY, DEBTOR

DISTRICT OF COLUMBIA, ss:

On this 29th day of March, 1976, before me, a Notary Public  
authorized to take acknowledgments and proofs in the District  
of Columbia, personally appeared Robert C. Haldeman,  
personally known to me to be the person whose name is subscribed  
to the foregoing Assignment, bearing the same date as this  
certificate of acknowledgment, and acknowledged himself to be  
the Trustee of the Property of Lehigh Valley Railroad Company,  
Debtor, and that he executed the foregoing Deed as his free act  
and deed as such Trustee for the purposes therein contained.

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

Martha C. Baron  
Martha C. Baron  
Notary Public in and for  
The District of Columbia  
My Commission expires June 14, 1980

IN WITNESS of the covenants of Assignee herein contained, Assignee has caused this Assignment to be executed in its corporate name this 3/5<sup>th</sup> day of March, 1976, by Miller Heath its Assistant Vice President duly authorized so to do, attested by Franklin B. Holland, its Assistant Secretary, and its corporate seal to be hereunto affixed; and does hereby constitute and appoint said Miller Heath, its true and lawful attorney in fact for it and in its name to acknowledge this Assignment as its act and deed.

Signed, attested and acknowledged in the presence of:

Peter S Reichertz

Peter S. Reichertz

David Kleypis

David Kleypis

CONSOLIDATED RAIL CORPORATION

By: Miller Heath  
Assistant Vice President  
Miller Heath

L.S.

Attest Franklin B. Holland  
Assistant Secretary

(Corporate Seal) Franklin B. Holland

DISTRICT OF COLUMBIA, SS:

On this 3/5<sup>th</sup> day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally, appeared Miller Heath to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Consolidated Rail Corporation, that the seal 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.

Martha C. Baron

This Instrument Prepared by:

Martha C. Baron  
Notary Public in and for  
The District of Columbia  
My Commission expires June 14, 1980

United States Railway Association  
Pursuant to the Act

EXHIBIT A  
TO THE ASSIGNMENT FROM  
ROBERT C. HALDEMAN  
AS TRUSTEES OF THE PROPERTY OF  
LEHIGH VALLEY RAILROAD COMPANY  
TO  
CONSOLIDATED RAIL CORPORATION  
LIST OF FINANCING AGREEMENTS

This Exhibit A lists the Financing Agreements and identifies, by reference to such Financing Agreements, the rolling stock and equipment in which an interest is being conveyed to Assignee. Computer printouts identifying the rolling stock and equipment that is the subject of each such Financing Agreement are contained in the Rolling Stock and Equipment Supplement filed with the Special Court by USRA on March 12, 1976, as part of the Certification.\*/

This Exhibit A contains the following information for each Financing Agreement:

1. Column 1 - ICC Recordation Number
2. Column 2 - Agreement Date
3. Column 3 - Payee and Payee's Address
4. Column 4 - Payment Date, Whether Payment is Made in Advance or in Arrears and Period Covered by Payment
5. Column 5 - Rolling Stock and Equipment Supplement Volume Number
6. Column 6 - Rolling Stock and Equipment Supplement Part Number
7. Column 7 - Lease/CSA Number

This Exhibit A consists of pages A-1 through A-5 , inclusive.

\*/ A copy of the Rolling Stock and Equipment Supplement is on file in the office of USRA, and a copy of the Rolling Stock and Equipment Supplement has been certified by USRA to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C. The printouts shall be adjusted by USRA as more accurate information becomes available, and USRA will advise the Special Court of the appropriate changes.

UNITED STATES RAILWAY ASSOCIATION

Document No.  
LV-CRC-RS&E-2

ENCUMBERED EQUIPMENT

Page A-2

EXHIBIT A

LEHIGH VALLEY RAILROAD

ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / PART NUMBER	FINANCE NUMBER
None	6/1/71	ADM Milling Company 3435 Broadway Kansas City, Missouri 64111	April 1, 1976 Advance, monthly	2 6	15
None	1/15/65	National Bank of Detroit Woodward at Fort Streets Detroit, Michigan 48232	May 1, 1976 Advance, quarterly	2 6	16
None	7/1/73	Trailer Train Company 300 South Wacker Drive Chicago, Illinois 60606	April 1, 1976 Advance, monthly	2 6	18
None	2/7/72	Pullman Transport Leasing Company 200 South Michigan Chicago, Illinois 60606	April 15, 1976 Advance, monthly	2 6	23
None	6/10/69	United States Railway Equipment Company 2200 East Devon Avenue Des Plaines, Illinois 60018	April 15, 1976 Advance, monthly	2 6	24
None	6/10/69	United States Railway Equipment Company 2200 East Devon Avenue Des Plaines, Illinois 60018	April 15, 1976 Advance, monthly	2 6	25 & 26
None	6/10/69	United States Railway Equipment Company 2200 East Devon Avenue Des Plaines, Illinois 60018	April 15, 1976 Advance, monthly	2 6	27
6621	2/7/72	United States Railway Equipment Company 2200 East Devon Avenue Des Plaines, Illinois 60018	April 15, 1976 Advance, monthly	2 6	28

UNITED STATES RAILWAY ASSOCIATION  
ENCUMBERED EQUIPMENT

EXHIBIT A  
LEHIGH VALLEY RAILROAD

ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / PART NUMBER	FINANCE NUMBER
6871	9/5/72	United States Railway Equipment Company 2200 East Devon Avenue Des Plaines, Illinois 60018	April 15, 1976 Advance, monthly	2 6	29 & 30
None	1/1/64	Penn Central Transportation Company Six Penn Center Plaza Philadelphia, Pennsylvania 19104	Unencumbered cars of Penn Central	2 6	32
None	8/1/63	Penn Central Transportation Company Six Penn Center Plaza Philadelphia, Pennsylvania 19104	Unencumbered Cars of Penn Central	2 6	33
None	9/20/71	Seaboard Allied Milling Corporation 1550 West 29th Street Kansas City, Missouri 64108	April 1, 1976 Advance, monthly	2 6	35
None	3/1/72	International Multifoods Corporation 1200 Investors Building Minneapolis, Minnesota 55402	April 25, 1976 Advance, monthly	2 6	36
None	3/1/73	The Pillsbury Company Pillsbury Building Minneapolis, Minnesota	May 1, 1976 Advance, monthly	2 6	37
None	7/1/72	Hubbard Milling Company Blue Earth County Mankato, Minnesota	May 1, 1976 Advance, monthly	2 6	38
None	3/1/72	Peavey Company 760 Grain Exchange Minneapolis, Minnesota 55415	May 1, 1976 Advance, monthly	2 6	44

UNITED STATES RAILWAY ASSOCIATION  
ENCUMBERED EQUIPMENT

EXHIBIT A  
LEHIGH VALLEY RAILROAD

ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / PART NUMBER	FINANCE NUMBER
2214	8/15/64	Penn Central Transportation Company Six Penn Center Plaza Philadelphia, Pennsylvania 19104	Penn Central CSA with Manufacturers Hanover Trust Co. June 15, 1963	2 6	45
None	Various dates	Extra Truck Rental Service, Inc. 360 Literary Avenue Cleveland, Ohio 44113	April 1, 1976 Advance, monthly	2 6	2
None	Various dates	ABE Leasing Company 2126 MacArthur Road Whitehall, Pennsylvania 18052	April 1, 1976 Advance, monthly	2 6	3
None	Various dates	Richard P. Cecere Leasing, Inc. Post Office Box 300 Batavia, New York 14020	April 1, 1976 Advance, monthly	2 6	1-4-5- 6-7-8
None	Various dates	Excelsior Truck Leasing Company 666 Township Line Road Havertown, Pennsylvania 19083		2 6	9-10
3544	10/1/65	Mellon National Bank and Trust Company Mellon Square Pittsburgh, Pennsylvania 15230	June 1, 1976 Advance, quarterly	2 6	1
3597	10/15/65	The Northern Trust Company 50 South LaSalle Street Chicago, Illinois 60690	May 15, 1976 Advance, semi-annual	2 6	3
None	7/30/71	First Valley Bank #1 Bethlehem Plaza Bethlehem, Pennsylvania 18018	June 21, 1976 Advance, quarterly	2 6	2

UNITED STATES RAILWAY ASSOCIATION  
ENCUMBERED EQUIPMENT

EXHIBIT A  
LEHIGH VALLEY RAILROAD

ICC NO.	AGREEMENT DATE	PAYEE / ADDRESS	PAYMENT DATE ADVANCE OR ARREARS	VOL. / PART NUMBER	FINANCE NUMBER
None	10/31/73	General Electric Credit Corporation Post Office Box 20395 Portland, Oregon 97220	April 1, 1976 Advance, monthly	2 6	13
None	6/19/74	Eastern Railway Supplies, Inc. 28 Main Street Kingston, New Jersey 08528	April 1, 1976	2 6	42
None	4/1/69	Penn Central Transportation Company Six Penn Center Plaza Philadelphia, Pennsylvania 19104	This is a Sublease with Penn Central, leased from Alco Products, Inc.	2 6	21
None	3/1/64	Penn Central Transportation Company Six Penn Center Plaza Philadelphia, Pennsylvania	This is a sublease with Penn Central, leased from Alco Products, Inc.	2 6	22
7740	11/30/74	Consolidated Rail Corporation Post Office Box 23451 L'Enfant Plaza Station Washington, D. C. 20024	Lease expires at conveyance.	2 6	39
5387	5/15/69	Penn Central Transportation Company Six Penn Center Plaza Philadelphia, Pennsylvania 19104	A CSA with Penn Central leased to Lehigh Valley	2 6	14