

7-207A011  
Date JUL 26 1977  
Fee \$ 3.70  
ICC Washington, D. C.

RECORDATION NO. 8804-7 Filed & Recorded RECORDATION NO. 8804-4 Filed & Recorded

JUL 26 1977-9 40 AM JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION INTERSTATE COMMERCE COMMISSION  
JUL 26 9 36 AM '77

MELLON BANK, N.A.  
Mellon Square  
Pittsburgh, Pennsylvania 15230

I. C. C.  
FEE OPERATION BR:

RECORDATION NO. 8804-K Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
RECORDATION NO. 8804-J Filed & Recorded

Dear Sir:

JUL 26 1977-9 40 AM

RECORDATION NO. 8804-J Filed & Recorded  
Enclosed for filing pursuant to Section 20c of the Interstate Commerce Act are copies of the following documents:

JUL 26 1977-9 40 AM

A. Please file the following documents under Recordation No. 8804.

INTERSTATE COMMERCE COMMISSION

1. Conditional Sale Agreement dated as of April 15, 1977, between General Electric Company and United States Trust Company of New York as Trustee under Trust Agreement (A). This agreement amends and restates an Interim Conditional Sale Agreement dated as of April 15, 1977, between the same parties which was filed with the ICC on May 2, 1977, at 10:40 a.m., and given Recordation No. 8804.

RECORDATION NO. 8804-K Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

2. Agreement and Assignment dated as of April 15, 1977, between General Electric Company and J. P. Morgan Interfunding Corp. This agreement amends and restates an Interim Agreement and Assignment dated as of April 15, 1977, between the same parties, which was filed with the ICC on May 2, 1977, at 10:40 a.m., and given Recordation No. 8804-A.

RECORDATION NO. 8804-L Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

3. Conditional Sale Agreement dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and United States Trust Company of New York as Trustee under Trust Agreement (A). This agreement amends and restates an Interim Conditional Sale Agreement dated as of April 15, 1977, between the same parties which was filed with the ICC on May 2, 1977, at 10:40 a.m., and given Recordation No. 8804-B.

RECORDATION NO. 8863-D Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8863-E Filed & Recorded

JUL 26 1977-9 40 AM

RECORDATION NO. 8863-H Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8863-J Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8863-K Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8863-L Filed & Recorded  
JUL 26 1977-9 42 AM

4. Agreement and Assignment dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and J. P. Morgan Interfunding Corp. This agreement amends and restates an Interim Agreement and Assignment dated as of April 15, 1977, between the same parties which was filed with the ICC on May 2, 1977, at 10:40 a.m., and given Recordation No. 8804-C.

5. Supplemental Assignment dated as of April 15, 1977, between J. P. Morgan Interfunding Corp. and Mellon Bank, N.A., as Agent. (As this document was signed in counterparts, each stapled set represents a completely signed document.)

6. Lease of Railroad Equipment dated as of April 15, 1977, between Consolidated Rail Corporation and United States Trust Company of New York as Trustee under Trust Agreement (A). This agreement amends and restates an Interim Lease of Railroad Equipment dated as of April 15, 1977, between the same parties, which was filed with the ICC on May 2, 1977, at 10:40 a.m., and given Recordation No. 8804-D.

7. Assignment of Lease, Reassignment and Agreement dated as of April 15, 1977, among United States Trust Company of New York as Trustee under Trust Agreement (A), J. P. Morgan Interfunding Corp. and Mellon Bank, N.A., as Agent. This agreement amends and restates an Interim Assignment of Lease and Agreement dated as of April 15, 1977, between United States Trust Company of New York as Trustee under Trust Agreement (A) and J. P. Morgan Interfunding Corp., which was filed with the ICC on May 2, 1977, at 10:40 a.m., and given Recordation No. 8804-E.

B. Please file the following documents under Recordation No. 8863.

8. Conditional Sale Agreement dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and United States Trust Company of New York as Trustee under Trust Agreement (B). This agreement amends and restates an Interim Conditional Sale Agreement dated as of

April 15, 1977, between the same parties, which was filed with the ICC on June 24, 1977, at 7:15 p.m., and given Recordation No. 8863.

9. Agreement and Assignment dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and J. P. Morgan Interfunding Corp. and General Electric Credit Corporation. This agreement amends and restates an Interim Agreement and Assignment dated as of April 15, 1977, between the same parties, which was filed with the ICC on June 24, 1977, at 7:15 p.m., and given Recordation No. 8863-A.

10. Supplemental Assignment dated as of April 15, 1977, between J. P. Morgan Interfunding Corp. and General Electric Credit Corporation and Mellon Bank, N.A., as Agent.

11. Lease of Railroad Equipment dated as of April 15, 1977, between Consolidated Rail Corporation and United States Trust Company of New York as Trustee under Trust Agreement (B). This agreement amends and restates an Interim Lease of Railroad Equipment dated as of April 15, 1977, between the same parties, which was filed with the ICC on June 24, 1977, at 7:15 p.m., and given Recordation No. 8863-B.

12. Assignment of Lease, Reassignment and Agreement dated as of April 15, 1977, among United States Trust Company of New York as Trustee under Trust Agreement (B), J. P. Morgan Interfunding Corp., General Electric Credit Corporation and Mellon Bank, N.A., as Agent. This agreement amends and restates an Interim Assignment of Lease and Agreement dated as of April 15, 1977, among United States Trust Company of New York as Trustee under Trust Agreement (B), J. P. Morgan Interfunding Corp. and General Electric Credit Corporation, which was filed with the ICC on June 24, 1977, at 7:15 p.m., and given Recordation No. 8863-C.

C. Please also file the following document.

13. Chattel Mortgage dated as of April 15, 1977, between Mellon Bank, N.A., as Agent, and

United States Trust Company of New York as Trustee under Trust Agreement (A) and as Trustee under Trust Agreement (B).

The names and addresses of the parties to the documents listed above are as follows:

1. Vendor-Assignor:  
General Motors Corporation (Electro-Motive Division)  
LaGrange, Illinois 60525.
2. Vendor-Assignor:  
General Electric Company  
2901 East Lake Road  
Erie, Pennsylvania 16531.
3. Purchaser-Vendee-Lessor-Assignor-Mortgagor:  
United States Trust Company of New York  
130 John Street  
New York, N. Y. 10038.
4. Lessee:  
Consolidated Rail Corporation  
1310 Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104.
5. Assignee-Assignor:  
J. P. Morgan Interfunding Corp.  
37 Wall Street  
New York, N. Y. 10015.
6. Assignee-Assignor:  
General Electric Credit Corporation  
P. O. Box 8300  
Stamford, Connecticut 06904
7. Agent-Vendor-Assignee-Mortgagee:  
Mellon Bank, N.A.  
Mellon Square  
Pittsburgh, Pennsylvania 15230.

The documents listed in Items 1 and 2 above cover the locomotives set forth in Schedule A hereto. The documents listed in Items 3 and 4 above cover the locomotives set forth in Schedule B hereto. The documents listed in Items 5, 6 and 7 above cover the locomotives set forth in Schedules A and B hereto. The documents listed in Items 8, 9, 10, 11 and 12

above cover the locomotives set forth in Schedule C hereto. The document listed in Item 13 above covers the locomotives set forth in Schedules A, B and C hereto. All such locomotives bear the road numbers of Consolidated Rail Corporation shown on such Schedules, and also bear the following legend:

"Ownership subject to Conditional Sale Agreement filed under the Interstate Commerce Act, Section 20c".

Please file and record the documents referred to in this letter and cross-index them under the names of the parties listed above. A check for \$370 is enclosed for payment of the recording fee.

Please return to the delivering messenger the following items:

(a) All counterparts of the documents referred to in this letter that are not required for filing, stamped with the appropriate recordation number.

(b) A stamped copy of this letter.

(c) Your fee receipt and letter confirming recordation addressed to R. J. Donahue, Mellon Bank, N.A., Pittsburgh, Pennsylvania 15230.

Sincerely yours,

MELLON BANK, N.A.,

by

R. J. Donahue,

RECORDATION NO. 8804-2 Filed & Recorded

JUL 26 1977-9 40 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT OF LEASE, REASSIGNMENT AND AGREEMENT AMENDS AND RESTATES IN ITS ENTIRETY AN INTERIM ASSIGNMENT OF LEASE AND AGREEMENT DATED AS OF APRIL 15, 1977, BETWEEN UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER TRUST AGREEMENT (A), AND J. P. MORGAN INTERFUNDING CORP.

ASSIGNMENT OF LEASE, REASSIGNMENT AND AGREEMENT dated as of April 15, 1977 (hereinafter called this Assignment), among J. P. MORGAN INTERFUNDING CORP. (hereinafter, in its capacity as assignee under the Interim Lease Assignment (as hereinafter defined), called the Interim Assignee), UNITED STATES TRUST COMPANY OF NEW YORK, acting as Trustee (hereinafter called the Lessor or the Vendee) under a Trust Agreement (A) dated as of the date hereof (hereinafter called the Trust Agreement) with J. P. Morgan Interfunding Corp. as beneficiary (hereinafter, in its capacity as such beneficiary, called the Beneficiary), and MELLON BANK, N.A., as Agent (hereinafter called the Vendor) under a Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement).

WHEREAS the Vendee is entering into two Conditional Sale Agreements dated as of the date hereof (hereinafter called the Security Documentation) with General Electric Company and General Motors Corporation (Electro-Motive Division) (hereinafter called the Builders), providing for the sale to the Vendee of such units of railroad equipment (hereinafter called the Units) described in each Annex B thereto as are delivered to and accepted by the Vendee thereunder;

WHEREAS the Lessor and Consolidated Rail Corporation (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease), which amends and restates an Interim Lease of Railroad Equipment dated as of the date hereof between the Lessor and the Lessee (hereinafter called the Interim Lease), and which provides for the leasing by the Lessor to the Lessee of the Units;

WHEREAS, in order to provide security for certain interim obligations of the Lessor, the Lessor assigned its rights in, to and under the Interim Lease to the Interim Assignee by an Interim Assignment of Lease and Agreement dated as of the date hereof (hereinafter called the Interim Lease Assignment), and the Lessee acknowledged and consented to such assignment under an Interim Consent and Agreement (hereinafter called the Interim Consent);

WHEREAS, in order to provide security for the obligations of the Lessor under the Security Documentation and as an inducement to the Vendor to invest in the Conditional Sale Indebtedness (as that term is defined in the Security Documentation), the Lessor agrees to assign for security purposes its rights in, to and under the Lease and the Interim Lease to the Vendor and the Interim Assignee agrees to assign to the Vendor the rights it received pursuant to the Interim Assignment in, to and under the Lease and the Interim Lease; and

WHEREAS the Builders are willing to guarantee certain obligations of the Lessee under the Lease and of the Vendee under the Security Documentation pursuant to two Guaranty Agreements (hereinafter called the Guaranty Agreements) dated as of the date hereof;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, and intending to be legally bound, the parties hereto agree as follows:

1. This Assignment supersedes, amends and restates in its entirety the Interim Lease Assignment.

2. The Lessor hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the obligations of the Lessor as Vendee under the Security Documentation, all the Lessor's rights, titles and interests, powers, privileges, and other benefits in, to and under the Interim Lease and the Lease, and the Interim Assignee hereby assigns, transfers and sets over unto the Vendor all the Interim Assignee's rights, titles and interests, powers, privileges, and other benefits (i) in, to and under the Interim Assignment and the Interim Consent, and (ii) in, to and under the Interim Lease and the Lease, including in each case, without limitation, the immediate right to receive and collect all rentals,

profits and other sums payable to or receivable by the Lessor from the Lessee, or by the Interim Assignee from the Lessor or the Lessee, under or pursuant to the provisions of the Interim Lease, the Interim Consent or the Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Lease; provided, however, that the Lessor does not assign its right to receive the amounts payable by the Lessee as indemnification pursuant to § 16 of the Lease or § 6 of the Lease, except to the extent such indemnification under such § 6 is required to be paid to the Builder or the Vendor pursuant to Article 6 of the Security Documentation, and such amounts shall be excluded from the meaning of the term "Payments". The Vendor does hereby accept such assignment without any recourse against the Interim Assignee in its capacity as assignee under the Interim Lease Assignment for or on account of the failure of the Lessor or the Lessee to make any payments provided for in, or otherwise to comply with any of the provisions of, the Interim Lease, the Interim Consent or the Lease. In furtherance of the foregoing assignment, each of the Lessor and the Interim Assignee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Lessor or the Interim Assignee, as the case may be, or as attorney for the Lessor or the Interim Assignee, as the case may be, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Interim Lease or the Lease, or to which the Interim Assignee is or may become entitled, as Interim Assignee, under the Interim Lease, the Lease, the Interim Lease Assignment or the Interim Consent, and to enforce compliance by the Lessee or the Lessor, as the case may be, with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to the Lease. To the extent received, the Vendor will apply such Payments first, to satisfy the obligations of the Lessor under the Security Documentation, and second, so long as no event of default or event which with the lapse of time and/or demand provided for in the Security Documentation could constitute an event of default thereunder shall have occurred and be continuing, any balance shall be paid to the Lessor on the same date such Payment is applied to satisfy such obligations of the Lessor, by check mailed to the Lessor on such

date or, upon written request of the Lessor, by bank wire to the Lessor at such address as may be specified to the Vendor in writing, and such balance shall be retained by the Lessor. If the Vendor shall not receive any rental payment under the first paragraph of § 3 of the Lease when due, the Vendor shall notify the Lessor at the address set forth in the Lease; provided, however, that the failure of the Vendor to so notify the Lessor shall not affect the obligations of the Lessor hereunder or under the Security Documentation.

3. The assignment made by the Lessor hereunder is executed only as security and, therefore, the execution and delivery of this Assignment by the Lessor shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify, the liability of the Lessor under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Lessor or persons other than the Vendor. The Lessor shall appear in and defend every action in connection with its obligations or duties under the Lease at its sole cost.

4. The Interim Assignee represents and warrants to the Vendor that the Interim Assignee has not entered into any other assignment of its interests acquired pursuant to the Interim Lease Assignment or the Interim Consent, has not entered into any amendment or modification of the Interim Lease (other than the Lease), the Interim Lease Assignment or the Interim Consent and has not created or incurred or suffered to exist on the Interim Lease, the Interim Lease Assignment, the Interim Consent or on any of its interests acquired pursuant to the Interim Lease Assignment or the Interim Consent any claim, lien or charge arising by, through, or under the Interim Assignee, and that, to its knowledge, no default exists under the Interim Lease or the Interim Consent. The Interim Assignee by the acceptance of payment to it from the Vendor on the Take-Out Date (as defined in the Participation Agreement) shall be deemed to reaffirm as of such date the representations and warranties herein set forth.

The Lessor represents and warrants to the Vendor that the Lessor has not entered into any assignment of its interests in the Interim Lease other than the Interim Lease Assignment, has not entered into any amendment or modification of the Interim Lease other than the Lease or of the

Interim Lease Assignment or the Interim Consent and has not created or incurred or suffered to exist on the Interim Lease or on any of its interests therein any claim, lien or charge arising by, through or under the Lessor, and that, to its knowledge, no default exists under the Interim Lease.

Each of the Interim Assignee and the Lessor agrees that it will from time to time and at all times, at the request of the Vendor or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions herein set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Vendor or intended so to be.

5. The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is to be performed by the Lessor; without the written consent of the Vendor, the Lessor will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee thereunder, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Lessor agrees that any amendment, modification or termination thereof without such consent shall be void.

6. Each of the Lessor and the Interim Assignee does hereby constitute the Vendor its true and lawful attorney, irrevocably, with full power (in the name of the Lessor, or the Interim Assignee, respectively, or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Lessor or the Interim Assignee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

7. Upon the full discharge and satisfaction of all

sums due from the Lessor under the Security Documentation, the Lessor's assignment hereunder of its rights in, to and under the Lease shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Lessor. However, the Vendor, if so requested by the Lessor at that time will (a) execute an instrument releasing its entire estate, right, title and interest in the Lease and transferring such estate, right, title and interest to the Lessor and (b) execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by the Lessor in order to confirm or further assure the interest in the Lease which shall have reverted or been so transferred to the Lessor.

8. Each of the Lessor and the Interim Assignee will pay and discharge any and all claims, liens, charges or security interests (other than those created by the Security Documentation) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Lessor or the Interim Assignee, respectively, or their successors and assigns (other than the Vendor), not arising out of the transactions contemplated by the Security Documentation or the Lease (but including tax liens arising out of the receipt of the income and proceeds from the Units) which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease or such rentals or other payments equal or superior to the Vendor's interest therein, unless the Lessor shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Vendor, adversely affect such interests of the Vendor.

9. The Lessor will, from time to time, execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure the interest of the Vendor hereunder.

The Lessor will not assign its interests in and to the Lease or the Units without the prior written consent of the Vendor, which consent shall not be unreasonably withheld; provided, however, that the Lessor may so assign its interests without such consent to (i) any bank or trust company incorporated under the National Bank Act or the laws of any state of the United States which, at the time of such assignment, has a total of capital and surplus at least equal to \$100,000,000 or (ii) any member of a group

filing consolidated Federal tax returns that includes the Lessor, if, in each such case, such assignee assumes, in form and substance satisfactory to the Vendor, all obligations of the Lessor under the Security Documentation and this Assignment and, in the case of an assignee described in clause (ii), the Lessor or the parent of the Lessor guarantees, in form and substance satisfactory to the Vendor, all obligations of the Lessor under the Security Documentation and this Assignment.

10. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder.

11. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, as shall be conferred by the laws of the several jurisdictions in which this Assignment shall be filed, recorded or deposited.

12. The Lessor shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 20 of the Security Documentation, or at such other address as the Vendor shall designate in writing.

13. The Vendor hereby agrees with the Lessor that the Vendor will not, so long as no event of default under the Security Documentation has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Lessor to the Vendor by this Assignment and which are for the sole benefit of the Lessor, without the prior consent of the Lessor.

14. It is expressly understood and agreed by and between the parties hereto, anything in this Assignment to the contrary notwithstanding, that each and all of the representations, undertakings and agreements in this Assign-

ment made on the part of the Vendee are each and every one of them made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding the said bank personally but are made and intended for the purpose of binding only the Estate as such term is used in the Trust Agreement, and this Agreement is executed and delivered by the said bank solely in the exercise of the powers expressly conferred upon the said bank as trustee under the Trust Agreement; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the said bank (except liability under the proviso contained in the last paragraph of Article 12 of the Security Documentation) or the Beneficiary (except as provided in the Trust Agreement) or on account of any representation, undertaking or agreement of the Vendee or the Beneficiary, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under the Vendor, making claim hereunder, may look to said Estate for the satisfaction of the same.

15. The Interim Assignee hereby consents to the restatement of the Interim Lease substantially in the form of the Lease.

16. The parties hereto acknowledge that the Guaranty Agreements contain certain provisions regarding the consent of the Guarantors in the event of any variation or modification of this Assignment or any waiver of any of its provisions or conditions which would either individually or cumulatively have a material adverse effect upon the Guarantors.

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

J. P. MORGAN INTERFUNDING CORP.,

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary



UNITED STATES TRUST COMPANY  
OF NEW YORK, as Trustee

by

Joseph Boggs  
Vice President

[Corporate Seal]

Attest:

Bruce  
Assistant Secretary

MELLON BANK, N.A., as Agent,

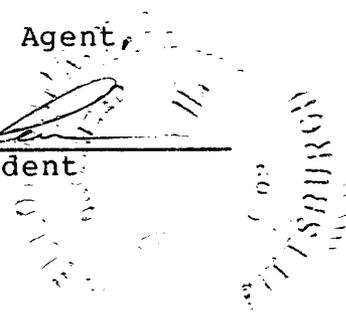
by

[Signature]  
Vice President

[Corporate Seal]

Attest:

[Signature]  
Assistant Secretary









## CONSENT AND AGREEMENT

The undersigned, CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), the lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Assignment of Lease, Reassignment and Agreement (hereinafter called the Lease Assignment), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that:

(1) this Consent and Agreement amends and restates in its entirety the Interim Consent and Agreement by the Lessee in which the Lessee consented to the Interim Lease Assignment referred to in the Lease Assignment;

(2) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease other than amounts not assigned by the Lessor as provided in Paragraph 2 of the Lease Assignment (which moneys, other than such unassigned amounts, are hereinafter called the Payments) due and to become due under the Lease or otherwise in respect of the Units leased thereunder, directly to Mellon Bank, N.A., as Agent (hereinafter called the Vendor), the assignee named in the Lease Assignment, at Mellon Square, Pittsburgh, Pennsylvania 15230, Attention of Corporate Trust Division (or at such other address as may be furnished in writing to the Lessee by the Vendor);

(3) it shall not be entitled to any abatement of rent, reduction thereof or setoff against or recoupment of rent, including, but not limited to, abatements, reductions, setoffs or recoupments due or alleged to be due by reason of any past, present or future claims or counterclaims of the Lessee against the Lessor under the Lease or under the Security Documentation referred to in the Lease Assignment, or against the Builders (as defined in the Lease Assignment) or the Vendor or otherwise;

(4) the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Vendor were named therein as the Lessor;

(5) the Vendor shall not, by virtue of the Lease Assignment, be or become subject to any liability or obligation under the Lease or otherwise; and

(6) the Lease shall not, without the prior written consent of the Vendor, be terminated or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

The parties hereto acknowledge that the Guaranty Agreements referred to in the Lease Assignment contain certain provisions regarding the consent of the Guarantors in the event of any variation or modification of this Consent and Agreement or any waiver of any of its provisions or conditions which would either individually or cumulatively have a material adverse effect upon the Guarantors.

This Consent and Agreement, when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

CONSOLIDATED RAIL CORPORATION,  
as Lessee,

by Richard T. Fe  
Vice President  
and Treasurer

[Corporate Seal]

Attest:

A Carl Kase  
Assistant Secretary



The foregoing Consent and Agreement is hereby accepted, as of the 15th day of April 1977.

MELLON BANK, N.A.,  
as Agent,

by [Signature]  
Vice President