

REC... 9811 Filed 1425

OCT 31 1978.1 05 PM  
CRAVATH, SWAINE & MOORE  
INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

MAURICE T. MOORE  
BRUCE BROMLEY  
WILLIAM B. MARSHALL  
RALPH L. McAFEE  
ROYALL VICTOR  
ALLEN H. MERRILL  
HENRY W. DE KOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN

JAMES, H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON

REC... 9811 A Filed 1425

OCT 31 1978.1 05 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL  
ROSWELL L. GILPATRICK  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

MARLYLE E. MAW  
J. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
ROLD R. MEDINA, JR.  
CHARLES R. LINTON

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 01-606-1421  
TELEX: 8814901

THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

No. 8-334A-218

Date OCT 31 1978

Fee \$ 200.00

ICC Washington, D. C.

REC... 9811 B Filed 1425

OCT 31 1978.1 05 PM

INTERSTATE COMMERCE COMMISSION

REC... 9811 A Filed 1425

OCT 31 1978.1 05 PM

INTERSTATE COMMERCE COMMISSION

October 31, 1978

REC... 9811 A Filed 1425  
OCT 31 1978.1 05 PM  
INTERSTATE COMMERCE COMMISSION

The Chesapeake and Ohio Railway Company  
Lease Financing Dated as of October 1, 1978  
9-3/8% Conditional Sale Indebtedness  
Due February 15, 1987

Pursuant to Section 20c of the Interstate Commerce Act, as amended, and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Chesapeake and Ohio Railway Company, for filing and recordation, counterparts of the following:

(1) Reconstruction and Conditional Sale Agreement dated as of October 1, 1978, among Mercantile-Safe Deposit and Trust Company, The Chesapeake & Ohio Railway Company and Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division);

(2) Transfer Agreement dated as of October 1, 1978, between Mercantile-Safe Deposit and Trust Company and Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division);

(3) (a) Lease of Railroad Equipment dated as of October 1, 1978, between The Chesapeake and Ohio Railway Company and Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division);

RECEIVED  
OCT 31 12 58 PM '78

I.C.C.  
FEE OPERATION BR.

*Conley*  
*David W. Kelly*

(b) Assignment of Lease and Agreement dated October 1, 1978, between Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division), and Mercantile-Safe Deposit and Trust Company; and

(4) Hulk Purchase Agreement dated as of October 1, 1978, between the Chesapeake and Ohio Railway Company and Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division).

The addresses of parties to the aforementioned agreements are:

Owner-Lessor-Vendee-Buyer

Connell Rice & Sugar Co., Inc. *Vendee*  
(Connell Leasing Company Division)  
45 Cardinal Drive  
Westfield, New Jersey 07902

Builder

The Chesapeake & Ohio Railway Company *Builder*  
2 North Charles Street  
Baltimore, Maryland 21201

Lessee-Railroad-Seller

The Chesapeake & Ohio Railway Company  
2 North Charles Street  
Baltimore, Maryland 21201

Agent-Vendor

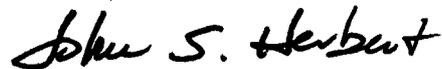
*Vendee to Agency to ML*  
Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
P.O. Box 2258  
Baltimore, Maryland 21203

Please file and record the documents referred to in this letter, and cross-index them under the names of the Owner-Lessor-Vendee-Buyer, the Builder, the Lessor-Railroad-Seller and the Agent-Vendor.

The equipment covered by the Hulk Purchase Agreement is listed in Exhibit A attached hereto. The equipment covered by the Reconstruction and Conditional Sale Agreement, the Transfer Agreement and the Lease is listed in Exhibit B attached hereto. Each unit of reconstructed railroad equipment bears the legend "Subject to a Security Agreement filed with the Interstate Commerce Commission".

Enclosed is our check for \$200 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



John S. Herbert  
As Agent for The Chesapeake  
and Ohio Railway Company

H. G. Homme, Esq., Acting Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

Encls.

4

BY HAND

9811 <sup>A</sup>  
RECORDATION NO. .... Filed 1425

EXECUTED IN 9 COUNTERPARTS  
OF WHICH THIS IS NO. 9

OCT 31 1978 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

TRANSFER AGREEMENT

As of October 1, 1978

Mercantile-Safe Deposit and Trust Company,  
not in its individual capacity  
but solely as Agent,  
P. O. Box 2258,  
Baltimore, Maryland 21203.

Attention of Corporate Trust Department.

The undersigned proposes to acquire the used railroad equipment described in Annex I hereto (hereinafter called the Hulks) from The Chesapeake and Ohio Railway Company (hereinafter called the Builder) and desires to have such Hulks reconstructed. The undersigned hereby agrees with you as follows:

1. In order to cause the Hulks to be reconstructed and sold to us by you on conditional sale, the undersigned hereby assigns and transfers to you (WITHOUT ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO TITLE, FITNESS, MERCHANTABILITY OR WORKMANSHIP) security title to the Hulks.
2. You will hold security title under and pursuant to the Reconstruction and Conditional Sale Agreement dated as of the date hereof (hereinafter called the Agreement), among you, the Builder and us, and you will request that the Hulks be reconstructed, pursuant thereto in accordance with the specifications referred to in Schedule A thereto. In accordance with the Agreement the undersigned will cause the Hulks to be delivered to the Builder on your behalf.
3. Upon completion of the reconstruction, the reconstructed Hulks will be delivered and conditionally sold by you to us in accordance with the Agreement.
4. If Hulks are excluded from the Agreement you shall release and reassign to us your security interest in such Hulks, without warranty.

5. It is understood and agreed that this Agreement is being entered into solely to permit you to effectuate the foregoing and your interest in the Hulks, in present form or as reconstructed, is a security interest and that we shall at all times be the owner of the same. It is further understood and agreed that we shall have no personal liability under this Agreement, our obligations being solely as set forth in that certain Participation Agreement dated as of the date hereof, among us, the Builder and the other parties thereto, and the other agreements annexed to such Participation Agreement.

6. It is understood and agreed that this Agreement may be executed by you and us 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.

If the foregoing is in accordance with your understanding, please sign each of the enclosed counterparts of this letter in the space provided and return one counterpart to us.

Very truly yours,

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

[Corporate Seal]

by

Jullif  
President

Attest:

by

[Signature]  
Secretary

ACCEPTED:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent,

by

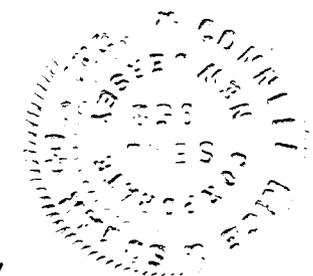
[Signature]  
Assistant Vice President

[Corporate Seal]

Attest:

by

[Signature]  
Corporate Trust Officer



STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

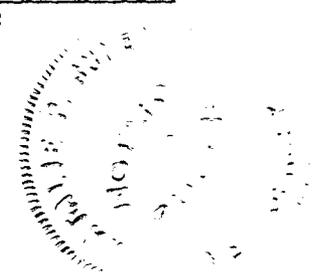
On this 27<sup>th</sup> day of October 1978, before me personally appeared Grover Connell, to me personally known, who, being by me duly sworn, says that he is President of CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division), that the seal affixed to the foregoing instrument is the corporate seal of said corporation and 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 a free act and deed of said corporation.

Patricia P. Juremann  
Notary Public

[Notarial Seal]

My commission expires

**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires Nov. 28, 1982



STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this 30<sup>th</sup> day of October 1978, before me personally appeared George J. Johnston, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and 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 a free act and deed of said corporation.

Patricia A. Shilow  
Notary Public

[Notarial Seal]

My commission expires 7-1-82



## TRANSFER AGREEMENT

## ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers*</u>
40	50' 50-ton Box Cars	A
23	50' 50-ton Box Cars	B
18	50' 50-ton Box Cars	C
30	50' 50-ton Box Cars	D
30	50' 50-ton Box Cars	E
200	52'6" 70-ton Gondola Cars	F
207	70-ton Open Top Hoppers	G
155	70-ton Open Top Hoppers	H
<u>703</u>		

---

\* Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears in Schedule A of the RCSA.