



Norfolk and Western Railway Company
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Roanoke, Virginia 24042

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RECORDATION NO. 9814 Filed 1425

NOV 1 1978 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

October 30, 1978

8-3711033

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

No.

NOV 1 1978
Date.....

Fee \$ 50.⁰⁰

ICC Washington, D. C.

Dear Sir:

In accordance with Section 20c of the Interstate Commerce Act and the Commission's Rules, I submit herewith for recording with the Commission four counterparts, properly executed and acknowledged, of a Temporary Conditional Sale Agreement dated as of November 1, 1978, between Shenandoah-Virginia Corporation and Norfolk and Western Railway Company, relating to equipment intended for use in connection with interstate commerce.

The parties to the transaction evidenced by the Temporary Conditional Sale Agreement are as follows:

RECEIVED Nov 1 11 02 AM '78 I.C.C. FEE OPERATION BR.	VENDOR: Shenandoah-Virginia Corporation 8 N. Jefferson Street Roanoke, Virginia 24042 PURCHASER: Norfolk and Western Railway Company 8 N. Jefferson Street Roanoke, Virginia 24042
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The equipment covered by the Temporary Conditional Sale Agreement is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers (both inclusive)</u>
35	3,000 h.p. Diesel Locomotives	C-C	8003-8037

Admitted C. H. Kumbal

Mr. H. G. Homme, Jr.
October 30, 1978
Page 2

The equipment will be lettered "Norfolk and Western," "NW," or with some other appropriate designation. In addition, the following legend, in letters not less than one inch in height, will be marked on each side of each unit of the equipment:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY
AGREEMENT FILED UNDER INTERSTATE COMMERCE ACT, SECTION 20c.

Norfolk and Western Railway Company's check for the required recordation fee of \$50 is enclosed.

Following recordation, please return three of the counterparts, stamped with the Commission's recordation data, to our representative who hands this to you.

Very truly yours,



William C. Wooldridge

w/WCW
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/1/78

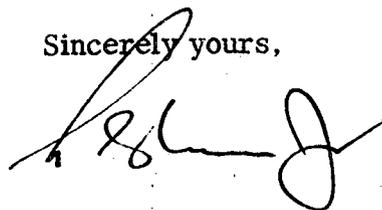
OFFICE OF THE SECRETARY

William C. Wooldridge
Norfolk And Western RYW. Co.
Roanoke, VA. 24042

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 11/1/78 at 11:10am
and assigned recordation number(s) 9814

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

execution copy

RECORDATION NO. 9814 Filed 1425

NOV 1 1978 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

TEMPORARY CONDITIONAL SALE AGREEMENT

Dated as of November 1, 1978

between

SHENANDOAH-VIRGINIA CORPORATION

and

NORFOLK AND WESTERN RAILWAY COMPANY

TEMPROARY CONDITIONAL SALE AGREEMENT dated as of November 1, 1978, between SHENANDOAH-VIRGINIA CORPORATION, a Virginia corporation (hereinafter called the Vendor), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (hereinafter called the Railroad).

WHEREAS, the Vendor has agreed to sell and deliver to the Railroad, and the Railroad has agreed to purchase, the railroad equipment described in Schedule A hereto (hereinafter called the Equipment); and

WHEREAS, in order that the Equipment may be delivered to and put to use by the Railroad pending consummation of permanent financing arrangements for acquisition of the Equipment, the Vendor has agreed that the Railroad may acquire possession of and the right to use the Equipment in accordance with and subject to the terms of this Agreement;

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

1. The Vendor will cause the Equipment to be delivered to the Railroad f.o.t. the Railroad's tracks at the point or points and in accordance with the delivery schedule set forth

in Schedule A hereto. The Vendor's obligation as to time of delivery is subject, however, to any delays caused by fires, strikes, acts of God or other causes beyond the Vendor's reasonable control. Upon delivery of each unit of the Equipment to Railroad, an authorized representative of the Railroad will execute and deliver a certificate of acceptance certifying, if such be the case, that such unit has been built in accordance with the specifications therefor and acknowledging receipt of delivery thereof, whereupon the Railroad shall assume the responsibility and risk of loss with respect to such unit so accepted.

2. The rights of the Railroad hereunder in respect of each unit of the Equipment shall commence on the date of acceptance of such unit hereunder and end on January 31, 1979, or on such earlier date as payment to the Vendor of the purchase price of such unit under permanent financing arrangements is made. Title to the Equipment shall remain in the Vendor, and the Railroad's right and interest therein is and shall be solely that of possession, custody and use as a conditional sale purchaser under this Agreement. Transfer of title to the Equipment shall be effected only at the time of delivery by the Vendor of

a bill of sale of the Equipment either hereunder or under permanent financing arrangements. The terms of this Agreement shall be superseded as to each unit of the Equipment by the terms of an equipment trust agreement or other equipment financing agreement at the earlier to occur of the time of the payment to the Vendor of the purchase price of such unit or the time of filing with the Interstate Commerce Commission of said equipment trust or other equipment financing agreement covering such unit, except the terms of paragraphs 5, 7 and 8 hereof to the extent not covered by permanent financing arrangements.

3. The estimated initial unit price and initial total price of the Equipment are set forth in Schedule A hereto. Such initial prices are subject to adjustment to reflect final prices agreed to by the Vendor and the Railroad, and the term "purchase price" as used herein shall mean such initial prices as so adjusted.

4. The Railroad hereby acknowledges itself to be indebted to the Vendor, and hereby promises to pay or cause to be paid in cash to or upon order of the Vendor, on or before January 31, 1979, or such earlier date as Railroad and Vendor agree the purchase price of each unit of the Equipment delivered to and accepted by the Railroad hereunder.

5. The Railroad agrees that it will permit no lien of any kind to attach to the Equipment and that it will pay promptly all taxes and assessments which may accrue or be imposed upon or in respect of the Equipment by reason of or in connection with the Railroad's use or operation thereof under this Agreement. The Railroad's obligations contained in this paragraph 5 shall survive the termination of this Agreement.

6. The Railroad shall maintain and keep said Equipment in good order and repair at all times, subject to the right of the Vendor to inspect the condition thereof during the term of this Agreement.

7. From and after time of delivery of the Equipment to Railroad the possession, use, operation and maintenance of the Equipment shall be at the sole risk and expense of Railroad and Railroad will assume and shall be solely responsible for, and shall indemnify and save harmless Vendor from and against (a) any and all loss or damage, usual wear and tear excepted of or to the Equipment, and (b) any and all claims, demands, suits, judgments or causes of action for or on account of injury to or death of persons other than Vendor's representatives,

agents, or employees, or loss or damage to property, which may result from or grow in any manner out of the presence, use or operation of the Equipment while in the possession of the Railroad under this Agreement. The Railroad's obligations contained in this paragraph 7 shall survive the termination of this Agreement.

8. Prior to delivery of each unit of the Equipment to the Railroad, it will be numbered with the appropriate road number set forth in Schedule A hereto. In contemplation of subsequent delivery of the Equipment under permanent financing arrangements, the Railroad will, throughout the term of this Agreement, keep and maintain plainly, distinctly, permanently and conspicuously marked in stencil on each side of each unit of the Equipment, in letters not less than one inch in height, the following legend:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY
AGREEMENT FILED UNDER INTERSTATE COMMERCE ACT, SECTION 20c.

The Railroad may also cause the Equipment to be lettered "Norfolk and Western," "N&W," or in some other appropriate manner for convenience of identification of the interest of the Railroad therein.

9. The Railroad shall indemnify, protect and hold harmless the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including counsel fees, attributable solely to Vendor's retention of title to any unit of Equipment between the date of acceptance of such unit of Equipment by Railroad and the date title to it is transferred by Vendor pursuant to paragraph 11 hereof. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness in respect of the purchase price of the Equipment, as provided in paragraph 3 hereof, and the conveyance of the Equipment, as provided in paragraph 2 hereof, or the termination of this Agreement in any manner whatsoever.

10. All or any of the rights, benefits or advantages of the Vendor, including the right to receive the purchase price of any unit of the Equipment or any other payments under this Agreement, may be assigned by the Vendor and reassigned by assignee at any time or from time to time; provided, however, that no such assignment shall subject any such assignee to any

of the Vendor's obligations contained in this Agreement relating to the Equipment. In the event the Vendor assigns its right to receive the payments to be made by the Railroad under this Agreement and the Railroad receives written notice thereof from the Vendor, together with a counterpart of such assignment stating the identity and the post office address of the assignee, all payments thereafter to be made by the Railroad under this Agreement shall, to the extent so assigned, be made to the assignee against proper receipt therefor in form satisfactory to the Railroad.

11. In the event of any assignment by the Vendor of its right to receive any payments under this Agreement, the rights of such assignee to such payments as may be assigned, together with any other rights hereunder which can be and are so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by the Vendor. Any and all such obligations, howsoever arising, shall be or remain enforceable by the Railroad against the Vendor only.

12. The Vendor agrees that, upon receipt of all payments provided to be made or caused to be made to it by the Rail-

road under this Agreement, it shall thereupon execute and deliver to or upon the order of the Railroad a bill of sale of the Equipment in customary form with full warranty of title, free and clear of all liens and encumbrances.

13. The Railroad will cause this Agreement, any assignment hereof, and any amendments or supplements hereto or thereto to be filed and recorded with the Interstate Commerce Commission and otherwise as may be required by law or reasonably requested by the Vendor for the purpose of protection of its title to the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement.

14. The term "Vendor" whenever used in this Agreement means, before any assignment of any of its rights hereunder, Shenandoah-Virginia Corporation and any successor or successors for the time being to its equipment business and after any assignment any assignee for the time being of such particular assigned rights as regards such rights and any assignor or assignors as regards any rights hereunder that are retained or excluded from any assignment.

15. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Virginia.

16. The Railroad will during the term of this Agreement use the Equipment only upon the lines of railroad owned or operated by it alone or jointly with another, or over which it has trackage rights or conducts run-through operations.

17. The Railroad shall comply with all laws and regulations of any state or governmental authority respecting the manner of using or operating the Equipment during the term of this Agreement.

18. This Agreement, which is dated for convenience as of November 1, 1978, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Vendor and the Railroad have caused this instrument to be signed and acknowledged by their proper officials and their respective corporate seals to be

hereunto affixed and duly attested, as of the day and year _____
above written.



Attest:
C. H. Fletcher
Assistant Secretary
(Signed) C. H. Fletcher

SHENANDOAH-VIRGINIA CORPORATION

By James T. Valley
President



Attest:
Joseph Pakush
Assistant Secretary
(Signed) Joseph Pakush

NORFOLK AND WESTERN RAILWAY COMPANY

By John R. Turley, Jr.
Vice President - Finance

COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF ROANOKE)

On this 30th day of Oct. , 1978, before me personally appeared James T. Valleroy , to me personally known, who, being by me duly sworn, says that he is President of Shenandoah-Virginia 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 by him on this date was the free act and deed of said corporation.



Judy A. McLaney
Notary Public

My Commission Expires March 14, 1981

COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF ROANOKE)

On this 30th day of Oct. , 1978, before me personally appeared John R. Turbyfill, to me personally known, who, being by me duly sworn, says that he is Vice President - Finance of Norfolk and Western Railway 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.



Judy A. McLaney
Notary Public

My Commission Expires March 14, 1981

SCHEDULE A

to

TEMPORARY CONDITIONAL SALE AGREEMENT

Dated as of November 1, 1978

between

SHENANDOAH-VIRGINIA CORPORATION

and

NORFOLK AND WESTERN RAILWAY COMPANY

<u>Type of Equipment</u>	<u>AAR Symbol</u>	<u>Plant</u>	<u>Quantity</u>
3,000 h.p. Diesel locomotives	C-C	Erie, Penn- sylvania	35
<u>Railroad Road Numbers (both inclusive)</u>		<u>Estimated Unit Price</u>	<u>Estimated Total Price</u>
8003 - 8037		\$668,909	\$23,411,815

Delivery

At Erie, Pennsylvania, in 1978-1979