

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

9-107A021

JAN 17 1979

MAURICE T. MOORE  
SPUCE BROMLEY  
WILLIAM B. MATHIAS  
RALPH L. MCAFEE  
ROYALL VICTOR  
ALLEN H. MERRILL  
HENRY W. DE KOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIGDAN  
JOHN R. HUFFER  
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. C. 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 F. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON

TELEX  
RCA 233603  
WUI 620976  
RECORDATION NO. 7-10026 Filed 1425

JAN 17 1979-10 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7-10026 Filed 1425

JAN 17 1979-10 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7-10026 Filed 1425

JAN 17 1979-10 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7-10026 Filed 1425

JAN 17 1979-10 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7-10026 Filed 1425

JAN 17 1979-10 45 AM

INTERSTATE COMMERCE COMMISSION

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

CARLYLE E. MAW  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 365-81-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 80460

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

The Chesapeake and Ohio Railway Company  
Lease Financing Dated as of December 1, 1978  
Conditional Sale Indebtedness  
Due August 2, 1987

Dear Sir:

Pursuant to 49 U.S.C. § 11303 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 December 1, 1978, among Mercantile-Safe *Vendors* Deposit and Trust Company, as Agent, The Chesapeake & Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee; *Under*
- (2) Transfer Agreement dated as of December 1, 1978, between Mercantile-Safe Deposit and Trust Company and The Connecticut Bank and Trust Company, as Trustee;
- (3) (a) Lease of Railroad Equipment dated as of December 1, 1978, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee;

*Charles...*

JAN 17 1979  
I.C.C.  
61-111 00 01 21 1979

(b) Assignment of Lease and Agreement dated December 1, 1978, between The Connecticut Bank and Trust Company, as Trustee, and Mercantile-Safe Deposit and Trust Company; and

(4) Hulk Purchase Agreement dated as of December 1, 1978, between the Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee.

The addresses of parties to the aforementioned agreements are:

Owner-Trustee-Lessor-Vendee-Buyer

The Connecticut Bank and Trust Company, as Trustee  
One Constitution Plaza  
Hartford, Connecticut 06115

Builder

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

Lessee-Railroad-Seller

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

Agent-Vendor

Mercantile-Safe Deposit and Trust Company, as Agent  
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-Trustee-Lessor-Vendee-Buyer, the Builder, the Lessor-Railroad-Seller and the Agent-Vendor.

The equipment covered by the Hulk Purchase Agreement and the Transfer Agreement is listed in Exhibit A attached hereto. The equipment covered by the Reconstruction and Conditional Sale 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.

33

BY HAND

ad CC file copy.

See G for H's

10026 A  
RECORDATION NO. .... Filed 1425

[CS&M Ref: 2043-895]

JAN 17 1979 -10 45 AM

INTERSTATE COMMERCE COMMISSION

TRANSFER AGREEMENT

As of December 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 (the "Hulks") from The Chesapeake and Ohio Railway Company (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 (the "RCSA"), 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 Article 1 thereof. In accordance with the RCSA 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 RCSA.

4. If Hulks are excluded from the RCSA you shall release and reassign to us your security interest in such Hulks, without warranty.

5. It is 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 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 agreed that this Agreement may be executed by you and us in any number of counterparts, each of which when 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. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated herein by reference.

7. It is expressly agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, undertakings and agreements herein made on the part of the undersigned, are made and intended not as personal representations, warranties, undertakings and agreements by the undersigned in its individual capacity or for the purpose or with the intention of binding the undersigned personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in a Trust Agreement dated as of the date hereof among Tenth HFC Leasing Corporation, Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division), and the undersigned (the "Trust Agreement"), and this Agreement is executed and delivered by the undersigned not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of gross negligence or wilful misconduct on the part of the undersigned, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the undersigned on account of this Agreement or on account of any representation, warranty, undertaking or agreement of the undersigned herein either expressed or implied, all such personal liabil-

ity, if any, being expressly waived and released by you and by all persons claiming by, through or under you.

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,

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee under a Trust Agreement dated as of December 1, 1978, with TENTH HFC LEASING CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division),

[Seal]

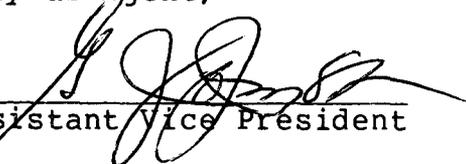
by   
Authorized Officer

Attest:

by   
Authorized Officer

ACCEPTED:

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

by   
Assistant Vice President

[Corporate Seal]

Attest:

by   
Corporate Trust Officer

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 15 day of January 1979, before me personally appeared **F.W. KAWAM**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the 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 the free act and deed of said corporation.

Leone Pakter  
Notary Public

[Notarial Seal]

My commission expires

LEONE PAKTER  
NOTARY PUBLIC, State of New York  
No. 31-4641679  
Qualified in New York County  
Commission Expires March 30, 1979

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 15 day of January 1979, before me personally appeared **G. 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.

Leone Pakter  
Notary Public

[Notarial Seal]

My commission expires

LEONE PAKTER  
NOTARY PUBLIC, State of New York  
No. 31-4641679  
Qualified in New York County  
Commission Expires March 30, 1979

## TRANSFER AGREEMENT

## ANNEX I\*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers**</u>
100	50' 70 ton Box Cars	A
235	50' 50 ton Box Cars	B
88	50' 70 ton Box Cars	C
12	50' 50 ton Box Cars	D
58	50' 50 ton Box Cars	E
40	50' 50 ton Box Cars	F
196	50' 50 ton Box Cars	F
40	50' 50 ton Box Cars	G

---

\* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.

\*\* Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Annex I to the Hulk Purchase Agreement.

ANNEX I  
(Continued)

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers**</u>
36	50' 50 ton Box Cars	H
24	52'6" 70 ton Gondola Cars	I
37	52'6" 70 ton Gondola Cars	I
65	52'6" 70 ton Gondola Cars	J
73	52'6" 70 ton Gondola Cars	K
20	53'6" 70 ton Flat Cars	L
47	53'6" 70 ton Flat Cars	M
20	51'3" 50 ton Flat Cars	N
96	70 ton Open Top Hoppers	O

ANNEX I  
(Continued)

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers**</u>
86	70 ton Open Top Hoppers	O
114	70 ton Open Top Hoppers	P
140	70 ton Open Top Hoppers	P
125	70 ton Open Top Hoppers	Q
96	70 ton Open Top Hoppers	Q
21	70 ton Open Top Hoppers	Q
18	70 ton Open Top Hoppers	Q
25	80 ton Open Top Hoppers	R
36	80 ton Open Top Hoppers	R
22	80 ton Open Top Hoppers	S
13	80 ton Open Top Hoppers	S

ANNEX I  
(Continued)

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers**</u>
73	85 ton Open Top Hoppers	T
30	85 ton Open Top Hoppers	T
825	70 ton Open Top Hoppers	U
601	70 ton Open Top Hoppers	U
54	80 ton Open Top Hoppers	V
63	80 ton Open Top Hoppers	V
39	80 ton Open Top Hoppers	W
47	80 ton Open Top Hoppers	W
48	70 ton Open Top Hoppers	X
46	70 ton Open Top Hoppers	X
24	70 ton Open Top Hoppers	X

ANNEX I  
(Continued)

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers**</u>
40	70 ton Open Top Hoppers	X
38	70 ton Open Top Hoppers	X
69	70 ton Open Top Hoppers	X
35	70 ton Open Top Hoppers	X
25	70 ton Open Top Hoppers	X
15	70 ton Open Top Hoppers	Y
25	70 ton Open Top Hoppers	Y
85	70 ton Open Top Hoppers	Z
56	70 ton Open Top Hoppers	Z

4,121