

LAW OFFICES OF

SAUL, EWING, REMICK & SAUL

38TH FLOOR CENTRE SQUARE WEST

PHILADELPHIA 19102

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RECORDATION NO. 9321-F Filed & Recorded

AUG 6 1980 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

ASSOCIATED OFFICES  
HARRISBURG, PA.  
WASHINGTON, D. C.  
LONDON, ENGLAND  
FRANKFURT/MAIN, GERMANY

RECORDATION NO. 9321-F Filed & Recorded

DIRECT DIAL (215) 972-7738

No.

Date AUG 6 1980

Fee \$ 70.00 July 31, 1980

ICC Washington, D. C.

AUG 6 1980 - 1 50 PM

RECORDATION NO. 9321-F Filed & Recorded

INTERSTATE COMMERCE COMMISSION

Mr. Robert Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

AUG 6 1980 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Oswald:

There are herewith transmitted the following instruments which we desire filed and recorded under the provisions of the Interstate Commerce Act, 49 U.S.C. §11303:

- (1) Two fully executed and notarized originals of a "Lease of Railroad Equipment Dated as of May 22, 1980" between Consolidated Rail Corporation, as Lessee, and Radnor Associates, Ltd., as Lessor, covering 25 Covered Coil Steel Cars (the "Lease");
- (2) One set of twenty-five (25) original Certificates of Acceptance signed and notarized by Lessee confirming the actual Cars under the Lease;
- (3) One set of copies of twenty-five (25) Certificates of Acceptance included as Item (2) above;
- (4) Two fully executed and notarized originals of an "Assignment and Agreement" dated as of May 22, 1980 ("Assignment") under which Lessor assigns the Lease to Girard Bank as Agent for The Paul Revere Life Insurance Company.

PLEASE NOTE THAT ALL UNITS SUBJECT TO THE LEASE WERE PREVIOUSLY LEASED BY LESSOR TO THE TRUSTEE OF THE PROPERTY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY (THE "ORIGINAL LEASE") AND ORIGINALLY WERE ACQUIRED BY LESSOR UNDER A CONDITIONAL SALE AGREEMENT DATED AS OF APRIL 1, 1978 WITH EVANS TRANSPORTATION COMPANY. THE ORIGINAL LEASE WAS FILED WITH THE INTERSTATE COMMERCE COMMISSION ON APRIL 11, 1978 AND BEARS RECORDATION NUMBER 9321A. THE CONDITIONAL SALE AGREEMENT WAS FILED WITH THE INTERSTATE COMMERCE COMMISSION ON APRIL 11, 1978 AND BEARS RECORDATION NUMBER 9321.

*Handwritten signature and notes on the left margin.*

Mr. Robert Oswald  
July 31, 1980

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Accordingly, note that Cars subject to the enclosed Lease are the subject of a previous filing with the Interstate Commerce Commission and have been renumbered so that (a) becomes (b) as follows:

- (a) Former Lessee Road Numbers:  
(Rock Island)  
Rock 955000-055024 inclusive
- (b) Current Lessee Road Numbers:  
(Conrail)  
CR627900 to 627924 inclusive

It would be appreciated if one of the enclosed originals of the Lease and ~~one~~ of the enclosed originals of the Assignment, together with all copies of the Certificate of Acceptance included as item (3), each bearing the Commission's filing and recordation stamp, be delivered to:

Kunkel Transportation Services, Inc.  
425 Thirteenth Street, N.W.  
1010 Penn Building  
Washington, D.C. 20004

Very truly yours,

  
Anthony F. Walsh

AFW/mmcl  
Enclosures  
cc: Ms. Carolyn H. Kunkel ✓

RECORDATION NO. 9321-E Filed & Recorded

AUG 6 1980 -1 50 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND AGREEMENT

LEASE ASSIGNMENT dated as of May 22, 1980, given by RADNOR ASSOCIATES, LTD., a Pennsylvania corporation, (the Vendee), to GIRARD BANK (formerly Girard Trust Bank), as agent (the Agent) for THE PAUL REVERE LIFE INSURANCE COMPANY (the Investor).

WHEREAS, Evans Transportation Company, an Illinois corporation (of which Southern Iron & Equipment Co. is a division) (the Builder), and the Vendee entered into a conditional sale agreement dated as of April 1, 1978 (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment units described in Annex A to the Conditional Sale Agreement (the Equipment or Units and individually a Unit) and the Agent acquired, pursuant to an agreement and assignment dated April 1, 1978 (the Assignment), the security title, rights and interests of the Builder under the Conditional Sale Agreement in the Units, all upon and subject to the terms and conditions of a finance agreement (the Finance Agreement) dated April 1, 1978 between the Investor and the Agent; and

WHEREAS, Vendee previously leased the Equipment to William M. Gibbons, trustee of the property of the Chicago, Rock Island and Pacific Railroad Company and assigned said lease ("Former Lease") to Agent; and

WHEREAS, the Former Lease has been terminated and Vendee has agreed, subject to Agent's approval, to enter a new lease covering the Equipment dated the date hereof (the "Lease") with Consolidated Rail Corporation ("Lessee"), and Agent is willing to consent to the new Lease and accept an assignment thereof but only as provided herein.

NOW, THEREFORE, the parties hereto intending to be legally bound, hereby agree as follows:

That in consideration of the sum of One Dollar (\$1) and other good and valuable consideration paid by the Agent to the Vendee, the receipt of which is hereby acknowledged, the execution and delivery of the Finance Agreement and the Assignment by the Agent, and the mutual covenants herein contained:

Section 1. In order to induce Agent to issue its consent, as contained herein, to the Lease and Lessee, Vendee

hereby agrees as follows:

(a) Notwithstanding anything contained in the Conditional Sale Agreement to the contrary, Vendee does hereby assume full liability to Agent, solely for the benefit of the Investor (i) for all amounts due and to become due under subparagraph (b) of the third paragraph of Article 4 of the Conditional Sale Agreement with respect to the Units of Equipment accepted under the Lease by Lessee, and (ii) for all outstanding Conditional Sale Indebtedness relating to any Unit suffering a Casualty Occurrence which has been accepted under Lease by Lessee;

(b) Any payments by Lessee representing an increase in rentals over such amounts due under the Former Lease shall be applied by Agent to amounts to become due under subparagraph (b) of the third paragraph of Article 4 of the Conditional Sale Agreement in the inverse order of their maturity; and

(c) Vendee will prepay, or arrange the purchase of, the outstanding Conditional Sale Indebtedness with respect to the Units of Equipment accepted under the Lease by Lessee at par and without penalty, not later than five (5) years after the date of Lessee's Certificate of Acceptance with respect thereto.

Section 2. With the exception of the rights under Section 6 and Section 9 of the Lease to receive moneys payable by the Lessee to the Vendee and the right to enforce such provisions of Section 6 and Section 9 under the remedies provided in Section 10 of the Lease, the Vendee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the obligations of Vendee under the Conditional Sale Agreement, all the Lessor's right, title and interest, powers, privileges, and other benefits under the Lease, including, 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 under or pursuant to the provisions of 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 (as defined in the Lease) as 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. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

Section 3. The Agent agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to

the Lease. To the extent received, the Agent will apply such Payments in accordance with the applicable provisions hereof and of the Finance Agreement to satisfy the obligations of the Lessor under the Conditional Sale Agreement, and, so long as no event of default or event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default thereunder shall have occurred and be continuing, any balance, except such excess as referred to in Section 1(b) hereof, 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.

Section 4. Anything herein contained to the contrary notwithstanding, the Vendee shall remain fully liable under the Lease to perform all of the obligations assumed by it thereunder, and the Agent, its successors or assigns, shall have no obligation or liability under the Lease by reason of or arising out of this Assignment and Agreement, nor shall the Agent, its successors or assigns, be required or obligated in any manner to perform or fulfill any obligation of the Vendee under or pursuant to the Lease, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, its successors or assigns, or to press or file any claim or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it, its successors or assigns, or to which it, its successors or assigns, may have been entitled at any time or times, provided that the Agent shall have first fully informed the Vendee promptly in writing of any such matters of which it has knowledge.

Section 5. The rights to the Lease hereby assigned may be further assigned to another person or persons and the obligations of the Vendee under the Lease may be performed by the Agent or its successors or assigns, without releasing the Vendee therefrom; provided, however, that any subsequent assignee is a bank or trust company of the United States having surplus and capital aggregating at least \$100,000,000.

Section 6. The Vendee does hereby constitute the Agent, its successors or assigns, its true and lawful attorney with full power (in the name of the Vendee or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments, to draw any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Agent, its successors or assigns, may deem to be necessary or advisable in the premises, all moneys received pursuant to this Assignment and Agreement to be applied as herein provided.

Section 7. The Vendee agrees that at any time and from time to time, upon the written request of the Agent, its successors or assigns, the Vendee will promptly and duly execute and deliver any and all such further instruments and documents as the Agent, its successors or assigns, may reasonably request in obtaining the full benefits of this Assignment and Agreement and of the rights and powers herein granted.

Section 8. The Vendee does hereby warrant and represent that it has not assigned or pledge, and hereby covenants that it will not assign or pledge, so long as this Assignment and Agreement shall remain in effect, any of its rights, title or interest in or to the Lease to anyone other than the Agent, its successors or assigns unless such assignment is by its terms subject to the right and interest of Agent provided for herein, and that it will not take or omit to take any action, the taking or omission of which might result in an alteration, amendment, modification or impairment of the Lease or this Assignment and Agreement, or of any of the rights created by any of such instruments except as expressly provided in the Lease. The Vendee does hereby ratify and confirm the Lease and does warrant and represent that such Lease is in full force and effect as to it, and that the Vendee is not in default hereunder. Vendee's liability hereunder shall equal an amount determined by subtracting from the outstanding Conditional Sale Indebtedness the amounts realized by Agent upon the further sale or disposition of the Equipment.

Section 9. The terms of this Assignment and Agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Lease and this Assignment and Agreement as shall be conferred by the laws of the several jurisdictions in which the Lease or this Assignment and Agreement shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units of the Equipment.

Section 10. This Assignment and Agreement may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Agent shall be deemed to be the original counterpart. Although this Assignment and Agreement is dated as of the date first above written for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

Section 11. This Assignment and Agreement shall take effect immediately upon the execution hereof and the powers and authorities granted to the Agent, its successors or assigns, herein, having been given for valuable consideration, are hereby declared to be irrevocable; provided, however, that when all of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and all other sums payable under the Conditional Sale Agreement have been paid or discharged in accordance with the terms thereof, and all other covenants and agreements contained therein shall have been performed, all right, title and interest herein assigned shall revert to the Vendee and this Assignment and Agreement shall terminate.

Section 12. In the event that the Agent has actual notice of an Event of Default under the Lease, the Agent will give prompt notice to the Vendee and the Builder of such Event of Default.

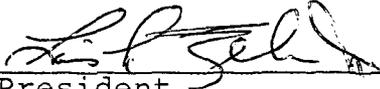
Section 13. The Agent agrees to furnish to the Vendee such information, statements and reports which the Vendee may reasonably request for the purpose of the Vendee carrying out its powers, obligations and duties under the Lease, or as will enable the Vendee to prepare tax returns; and the Agent will make available at reasonable times for review or copying such books and records as the Vendee may reasonably request.

The Agent agrees to furnish to the Vendee copies of all notices, statements, documents or schedules received by it under the Lease, the Assignment and Agreement or the Conditional Sale Agreement and the Vendee shall cause similar copies to be delivered to the Agent if received by the Vendee.

Section 14. Provided Vendee is not in default of its obligations contained in Sections 1(a) and (c) hereof, the Agent hereby agrees with the Vendee that the Agent will not hereafter or during the continuance of an Event of Default under the Lease or an event of default under the Conditional Sale agreement, 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 Vendee to the Agent by this Assignment and Agreement without the prior consent of the Vendee, but the foregoing shall not be construed to limit the right or power of Agent to declare an event of default under the Lease. Vendee shall not be in default of its obligations under Section 1(a) hereof unless (a) Agent shall have given Vendee written notice of the failure of Lessee to make the payment required under the Lease, and (b) Vendee shall have failed to make payment hereunder on the next following business day.

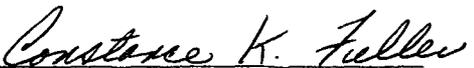
IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

RADNOR ASSOCIATES, LTD.

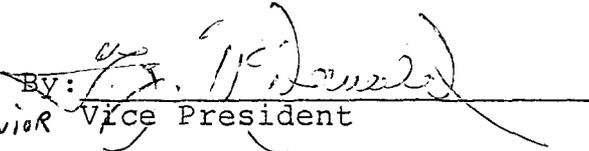
By:   
President



(Corporate Seal)

Attest:   
Assistant Secretary

GIRARD BANK

By:   
SENIOR Vice President



(Corporate Seal)

Attest:   
Assistant Secretary



NOTICE OF ASSIGNMENT AND ACKNOWLEDGEMENT

Radnor Associates, Ltd. hereby notifies Consolidated Rail Corporation ("Lessee") that Radnor Associates, Ltd. has assigned the Lease of Railroad Equipment dated as of May 22, 1980 between ourselves to Girard Bank, as Agent for The Paul Revere Life Insurance Company, and directs Lessee to make all payments due and to become due under the Lease to Agent.

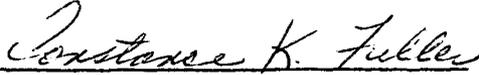
Consolidated Rail Corporation hereby consents to the assignment of the referenced Lease by Radnor Associates, Ltd. to Girard Bank as Agent and agrees to make all payments to Girard Bank pursuant to this Notice of Assignment.

RADNOR ASSOCIATES, LTD.

Dated: June 2, 1980

By: 

Louis A. Zehner, Jr.

Attest: 

Constance K. Fuller

CONSOLIDATED RAIL CORPORATION

Dated: June 2, 1980

By: 

Attest: \_\_\_\_\_