

Louis Recher  
Assistant General Attorney

RECORDATION NO. 5748C FILED 1426

MAR 19 1982 -2 55 PM

INTERSTATE COMMERCE COMMISSION

March 16, 1982



Terminal Tower  
P. O. Box 6419  
Cleveland, Ohio 44101  
216 623 2462

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

RECORDATION NO. ~~5748C~~ FILED 1426

0-075A-01

MAR 19 1982 -2 55 PM

No. MAR 19 1982

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Date.....

Fee \$28.....

ICC Washington, D. C.

Re: First Amendment to Conditional Sale Agreement;  
First Amendment to Lease

Dear Ms. Mergenovich:

Enclosed are executed counterparts Nos. 7, 8 and 9 (of 9) of First Amendment, dated as of September 1, 1981, among Mercantile-Safe Deposit and Trust Company, P. O. Box 2258, Two Hopkins Plaza, Baltimore, Maryland 21203 (Vendor), Cavan Equipment Company, 20 Grist Mill Lane, Plandome Mills, Manhasset, New York 11030 (Purchaser) and The Chesapeake and Ohio Railway Company, P. O. Box 6419, Cleveland, Ohio 44101 (Guarantor).

The equipment covered by this First Amendment consists of:

73 cabooses, bearing Guarantor's road numbers 3260-3272 and 3275-3314, both inclusive, AAR Mechanical Designation NE

The enclosed First Amendment amends the Conditional Sale Agreement and Agreement and Assignment, both dated as of May 15, 1970, involving International Ramco, Inc. (Assignor of Vendor), Cavan Equipment Corporation (Assignor of Purchaser), Guarantor and Vendor, that was recorded in the office of the Secretary of the Interstate Commerce Commission on June 11, 1970, at 4:20 p.m., and assigned recordation number 5748. An Assignment, dated as of May 15, 1970, between Cavan Equipment Corporation and Purchaser, assigning all of Cavan Equipment Corporation's interest in the Conditional Sale Agreement (and the below-mentioned Lease) to Purchaser, was recorded in the office of the Secretary on June 11, 1970, at 4:20 p.m., and assigned recordation number 5748-B.

Also enclosed are executed counterparts Nos. 7, 8 and 9 (of 9) of First Amendment, dated as of September 1, 1981, between Cavan Equipment Company (Lessor) and The Chesapeake and Ohio Railway Company (Lessee). The equipment covered by this First Amendment also consists of:

73 cabooses, bearing Lessee's road numbers 3260-3272 and 3275-3314, both inclusive, AAR Mechanical Designation NE



The Chessie System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

March 19, 1982

**Louis Recher**  
Asst. General Attorney  
Chessie System Railroads  
Terminal Tower  
P. O. Box 6419  
Cleveland, Ohio 44101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/19/82 at 2:55PM, and assigned re-  
recording number(s). 5748-C, & 5748-D

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 5748-C FILED 1429

EXECUTED IN 9 COUNTERPARTS

MAR 19 1982 -2 12 PM

OF WHICH THIS IS NO. 9

INTERSTATE COMMERCE COMMISSION

---

---

FIRST AMENDMENT

Dated as of September 1, 1981

Among

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

CAVAN EQUIPMENT COMPANY

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

---

SUPPLEMENTING

CONDITIONAL SALE AGREEMENT AND AGREEMENT AND ASSIGNMENT

Both Dated as of May 15, 1970

Involving

INTERNATIONAL RAMCO, INC.,

CAVAN EQUIPMENT CORPORATION,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent

---

---

FIRST AMENDMENT, dated as of September 1, 1981, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland Corporation, as Agent (hereinafter called the Agent), assignee of International RAMCO, Inc., an Illinois corporation (hereinafter called RAMCO), CAVAN EQUIPMENT COMPANY, a New York limited partnership (hereinafter called the Partnership), assignee of Cavan Equipment Corporation, a New York corporation (hereinafter called the Corporation), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (hereinafter called C&O).

WITNESSETH:

WHEREAS, RAMCO, as vendor, entered into a certain Conditional Sale Agreement, dated as of May 15, 1970 (hereinafter called the Conditional Sale Agreement), with the Corporation, as vendee, and C&O, as guarantor, covering 55 cupola type cabooses, as set forth in Annex B thereto (hereinafter called the Cabooses); and

WHEREAS, RAMCO assigned its interest in the Conditional Sale Agreement to the Agent pursuant to a certain Agreement and Assignment dated as of May 15, 1970, and the Corporation assigned its interest in the Conditional Sale Agreement to the Partnership pursuant to a certain Assignment dated as of May 15, 1970; and

WHEREAS, C&O now desires to effect a change of identifying road numbers of 53 of the Cabooses, as permitted in Article 9 of the Conditional Sale Agreement and in compliance with the provisions thereof, and the Agent and the Partnership hereby consent thereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is hereby agreed among the parties hereto as follows:

(1) Annex B to the Conditional Sale Agreement is hereby amended by changing the road numbers of 53 of the Cabooses as follows:

<u>OLD NUMBERS (Series)</u>	<u>NEW NUMBERS (Series)</u>
3260 - 3272	903260 - 903272
3275 - 3314 (both inclusive)	903275 - 903314 (both inclusive)

(2) C&O, at its expense, will promptly cause this First Amendment to be filed with the Interstate Commerce Commission.

(3) Except as amended and supplemented hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this First Amend-  
ment to be duly executed as of the date first above written.

[ Corporate Seal ]

Attest:

MERCANTILE-SALE DEPOSIT AND TRUST  
COMPANY, as Agent

*J. W. Goodsmith*  
(Title) ASS'T. CORPORATE TRUST OFFICER

By *[Signature]*  
Assistant Vice President

Attest:

CAVAN EQUIPMENT COMPANY

*[Signature]*  
(Title) Secretary

By *[Signature]*  
A General Partner

[ Corporate Seal ]

Attest:

THE CHESAPEAKE AND OHIO RAILWAY  
COMPANY

*[Signature]*  
Secretary

By *[Signature]*  
Assistant Vice President  
and Treasurer

APPROVED, AS TO FORM

*[Signature]*  
ATTORNEY

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this *3rd* day of *December*, 1981, before me personally appeared R. E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

*Patricia A. Shilow*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires: *7-1-82*

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this *1st* day of *March*, 1981, before me personally appeared *William J. Condon*, to me known, who, being by me duly sworn, says that he is one of the General Partners of CAVAN EQUIPMENT COMPANY, that said instrument was signed on behalf of said partnership, CAVAN EQUIPMENT COMPANY, pursuant to due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

*Joyce E. Allen*  
\_\_\_\_\_  
My commission expires:

[Notarial Seal]

JOYCE E. ALLEN  
Notary Public, State of New York  
No. 31-503103  
Qualified in New York County  
Commission Expires March 30, 1982



The enclosed First Amendment amends the Lease dated as of May 15, 1970, between Cavan Equipment Corporation (Assignor of Lessor) and the Lessee, that was recorded in the office of the Secretary on June 11, 1970, at 4:20 p.m., and assigned recordation number 5748-A.

Also enclosed is a draft of The Chesapeake and Ohio Railway Company in the amount of \$20.00 representing the required recording fees.

Pursuant to the Commission's rules and regulations for the recordation of certain documents under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act), as currently administered, you hereby are requested duly to file one of each of the enclosed Amendments for record in your office and to return the remaining four counterparts to me at my above address.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Louis Reber".

LR/lk  
Enclosures