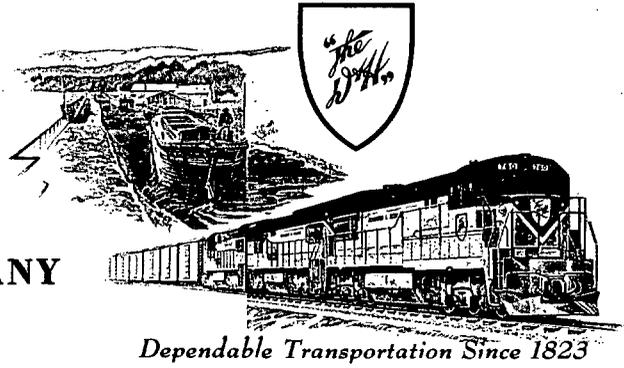


# DELAWARE AND HUDSON RAILWAY COMPANY

ALBANY, NEW YORK 12207



Dependable Transportation Since 1823

RECORDATION NO. 8241-5 Form 1425

D. D. MUIR  
Vice President-Finance

JUL 29 1982 - 10 30 AM

July 26, 1982

INTERSTATE COMMERCE COMMISSION

2-210A033

Honorable Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N. W.  
Washington, D. C. 20423

No. 101  
Date JUL 29 1982  
W. Fee \$ 10.001

ICC Washington, D. C.

RECEIVED  
JUL 29 10 22 AM '82  
I. O. C.  
FEE OPERATION BR.

Dear Mrs. Mergenovich:

I have enclosed an original and two executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a supplement to a mortgage, a secondary document, dated February 25, 1982.

The primary document to which this is connected is recorded under Recordation No. 8241. The names and addresses of the parties to the documents are as follows:

Mortgagor: Delaware and Hudson Railway Company  
40 Beaver Street  
Albany, New York 12207

Mortgagees: United States Railway Association  
2100 Second Street, S. W.  
Washington, D. C. 20595

and

Honorable Agatha L. Mergenovich  
Page 2  
July 26, 1982

United States of America  
acting through the  
Administrator of the  
Federal Railroad Administration  
400 Seventh Street, S. W.  
Washington, D. C. 20590

A description of the equipment covered by the document is as follows:

Included in the property covered by the aforesaid Mortgage are any and all railroad cars, locomotives and other rolling stock used or intended for use in connection with interstate commerce, and all interests therein, owned by the mortgagor, Delaware and Hudson Railway Company, including without limitation any interest under any equipment trust agreement, lease or other instrument evidencing the lease, conditional sale or bailment of any railroad cars, locomotives and other rolling stock, at the date of said Mortgage or thereafter acquired, or to be acquired, by it or its successors as owner or owners of the lines of railway covered by the Mortgage.

A check of Delaware and Hudson Railway Company payable to the order of the Commission in the amount of TEN (\$10.00) DOLLARS is enclosed to cover the filing fee.

Please return the original and any extra counterparts not needed by the Commission to:

Kinga M. LaChapelle  
General Attorney  
Delaware and Hudson Railway Company  
40 Beaver Street  
Albany, New York 12207

Honorable Agatha L. Mergenovich  
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July 26, 1982

A short summary of the document to appear in the index follows:

Sixth Supplemental Indenture to Mortgage with recordation No. 8241 dated February 25, 1982 and covering all railroad cars, locomotives and other rolling stock used or intended for use in connection with interstate commerce, and all interests therein, owned by the mortgagor, Delaware and Hudson Railway Company, including without limitation any interest under any equipment trust agreement, lease or other instrument evidencing the lease, conditional sale or bailment of any railroad cars, locomotives and other rolling stock, at the date of said Mortgage or thereafter acquired, or to be acquired, by it or its successors as owner or owners of the lines of railway covered by the Mortgage.

Very truly yours,

A handwritten signature in cursive script, appearing to read "A. D. Muir".

Encl.

# Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

July 29, 1982

Kinga M LaChapelle  
General Attorney  
Delaware & Hudson Railway Co.  
40 Beaver Street  
Albany, New York 12207

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 7/29/82 at 10:30AM, and assigned re-  
recording number(s). 8241-J

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

JUL 29 1982 10 00 AM

INTERSTATE COMMERCE COMMISSION

SIXTH SUPPLEMENTAL INDENTURE

DATED FEBRUARY 25, 1982

DELAWARE AND HUDSON RAILWAY COMPANY  
TO  
UNITED STATES RAILWAY ASSOCIATION  
AND  
UNITED STATES OF AMERICA

SUPPLEMENTING THE MORTGAGE  
OF THE DELAWARE AND HUDSON RAILWAY COMPANY  
DATED MARCH 15, 1976  
TO AMEND THE EVIDENCE OF INDEBTEDNESS

RECEIVED  
MORTGAGE TAX HEREON  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SPECIAL ADDITIONAL \$ \_\_\_\_\_  
DATE \_\_\_\_\_  
GUY D. PAQUIN  
ALBANY COUNTY CLERK

JUL 23

THIS SIXTH SUPPLEMENTAL INDENTURE dated February 25, 1982, between the mortgagor, DELAWARE AND HUDSON RAILWAY COMPANY, a Delaware corporation having its principal office at 40 Beaver Street, Albany, New York, 12207, organized and existing under the laws of the State of Delaware (the "Corporation"), and the mortgagees, UNITED STATES RAILWAY ASSOCIATION ("USRA"), established pursuant to Section 201 of the Regional Rail Reorganization Act of 1973 as a nonprofit government corporation organized under the District of Columbia Non-Profit Corporation Act and having its principal office at 955 L'Enfant Plaza North, S.W., Washington, D. C. 20595, and the UNITED STATES OF AMERICA ("United States"), acting through the Administrator of the FEDERAL RAILROAD ADMINISTRATION, by a delegation of authority from the Secretary of Transportation published at 49 C.F.R. 1.49(u) ("Administrator").

WITNESSETH:

WHEREAS, the Corporation has heretofore made, executed and delivered to USRA, its Mortgage dated March 15, 1976, ("Mortgage") of properties of the Corporation therein described or mentioned to secure the due and punctual payment by the Corporation of the principal of and interest on the Corporation's notes ("Notes") issued pursuant to a loan agreement dated March 15, 1976 ("Loan Agreement") under which USRA agreed to loan the Corporation up to an aggregate amount of \$28,000,000 upon the terms and conditions set forth in the Loan Agreement;

WHEREAS, the Corporation delivered to USRA a Supplemental Indenture dated January 11, 1978 to secure the due and punctual payment by the Corporation of the principal of and interest on a Note issued pursuant to a supplement to the Loan Agreement dated December 29, 1977 under which USRA agreed to increase the maximum aggregate amount of the loan to the Corporation from \$28,000,000 to \$30,000,000;

WHEREAS, the Corporation delivered to USRA a Second Supplemental Indenture dated February 9, 1978 ("Second Supplemental Indenture") under which the Corporation made, executed and delivered to the United States its mortgage of the properties described in the Mortgage to secure the due and punctual payment by the Corporation of the principal and interest on a note dated February 9, 1978 and issued by the Corporation to the Federal Financing Bank ("FFB") in the principal amount of \$7,962,067 ("FFB Note"), and the obligations of the Corporation under a Financing Agreement between the Corporation and the United States dated February 9, 1978 ("Financing Agreement");

WHEREAS, the Corporation delivered to USRA a Third Supplemental Indenture dated January 7, 1980 to secure the due and punctual payment by the Corporation of the principal of and interest on a Note issued pursuant to a supplement to the Loan Agreement dated January 7, 1980 under which USRA agreed to increase the maximum aggregate amount of the loan to the Corporation from \$30,000,000 to \$34,000,000;

WHEREAS, the Corporation delivered to USRA a Fourth Supplemental Indenture dated December 29, 1980 to secure the due and punctual payment by the Corporation of the principal of and interest on a Note issued pursuant to a supplement to the Loan Agreement dated December 29, 1980 under which USRA agreed to increase the maximum aggregate amount of the loan to the Corporation from \$34,000,000 to \$37,500,000;

WHEREAS, the Corporation delivered to USRA a Fifth Supplemental Indenture dated August 25, 1981 to secure the due and punctual payment by the Corporation of the principal and interest on a note dated August 25, 1981 and issued by the Corporation to FFB in the principal amount of \$861,011.36 ("New FFB Note"), issued to FFB in full satisfaction of the amount due on the FFB Note on August 25, 1981 pursuant to an amendment to the Financing Agreement effective August 25, 1981 ("Amendment One to Financing Agreement") under which the United States guaranteed the payment of principal and interest on the New FFB Note.

WHEREAS, the Corporation has submitted an application under Section 511 of the Railroad Revitalization and Regulatory Reform Act of 1976, as amended, requesting the United States to guarantee its payment of principal and interest on a new note dated February 25, 1982 to be issued by the Corporation to FFB in the principal amount of \$964,813.13 ("New FFB Note - 1"), which will be issued to FFB in full satisfaction of the amount due on the FFB Note and New FFB Note on February 25, 1982; and

WHEREAS, the Corporation and the United States have entered into an amendment to the Financing Agreement effective February 25, 1982 ("Amendment Two to Financing Agreement") pursuant to which the United States has agreed to guarantee the payment of principal and interest on the New FFB Note - 1;

WHEREAS, the Board of Directors of the Corporation has duly authorized and directed the execution and delivery of this Sixth Supplemental Indenture; and

WHEREAS, all conditions and requirements necessary to make this Sixth Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof has in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises and of the sum of \$10 lawful money of the United States of America paid by USRA and the United States to the Corporation at or before the delivery of this Sixth Supplemental Indenture, and of other good and valuable considerations, the receipt of which is hereby acknowledged, the Corporation covenants and agrees with USRA and the United States as follows:

#### ARTICLE ONE

Section 1. The terms defined in Section 1.01 of the Mortgage whenever used in this Sixth Supplemental Indenture shall, unless the context shall otherwise require, have the respective meanings specified in Section 1.01 of the Mortgage and shall include the plural as well as the singular with the following modifications and additions:

"Mortgage" shall mean this Mortgage dated March 15, 1976, as subsequently amended by the Supplemental Indenture dated January 11, 1978, the Second Supplemental Indenture dated February 9, 1978, the Third Supplemental Indenture dated January 7, 1980, the Fourth Supplemental Indenture dated December 29, 1980, the Fifth Supplemental Indenture dated August 25, 1981 and the Sixth Supplemental Indenture dated February 25, 1982, by and between the Corporation, as Mortgagor, and USRA and, commencing February 9, 1978 the United States, as Mortgagees."

"New FFB Note - 1" shall mean the Note dated February 25, 1982 issued by the Corporation to the FFB in the principal amount of \$964,813.13 pursuant to Amendment Two to the Financing Agreement.

"Amendment Two to the Financing Agreement" shall mean the Amendment to the Financing Agreement effective February 25, 1982.

"New FFB Note" shall mean the Note dated August 25, 1981 issued by the Corporation to the FFB in the principal amount of \$861,011.36 pursuant to Amendment One to the Financing Agreement.

"Amendment One to the Financing Agreement" shall mean the Amendment to the Financing Agreement effective August 25, 1981.

"Financing Agreement" shall mean the financing agreement dated February 9, 1978 between the United States and the Corporation, including all amendments thereto.

"FFB Note" shall mean the note dated February 9, 1978 issued by the Corporation to the FFB in the principal amount of \$7,962,067.00 pursuant to the Financing Agreement.

## ARTICLE TWO

Section 5.09 of the Mortgage, as amended by Article FOUR of the Second Supplemental Indenture, is hereby further amended to read as follows:

"Section 5.09. The purchase money, proceeds and avails of any such sale shall be applied as follows:

"First. To the payment of the costs and expenses of such sale, including reasonable compensation to the agents and attorneys of USRA and the United States, and of all expenses, liabilities and advances made or incurred by USRA and the United States under this Mortgage and to the payment of all taxes, assets and Prior Liens, except taxes, assessments, and Prior Liens, if any, subject to which the property shall have been sold;

"Second. In case the principal of the Class A Notes, the FFB Note, the New FFB Note, and the New FFB Note - 1 then outstanding shall not have become due and payable by declaration or automatically, to the payment of interest on the Class A Notes, the FFB Note, the New FFB Note, and the New FFB Note - 1 at the rate specified therein and to the payment of the principal of the Class A Notes, the FFB Note, the New FFB Note and the New FFB Note - 1 in accordance with their terms;

"Third. In case the principal of the Class A Notes, the FFB Note, the New FFB Note, and the New FFB Note - 1 then outstanding shall have become due and payable by declaration or automatically, to the payment of the whole amount then owing and unpaid upon all Class A Notes, the FFB Note, the New FFB Note, and the New FFB Note - 1 then outstanding for principal and interest, and, in case such money shall be insufficient to pay in full the whole amount so due and payable, to the payment of such principal and interest ratably without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Note over any other Note;

"Fourth. To the payment in full of any other obligations of the Corporation under this Mortgage, the Loan Agreement, all other Loan Documents, and the Financing Agreement;

"Fifth. To the payment of the surplus, if any, to the Corporation, its successors or assigns, or to whosoever may be lawfully entitled to receive the same."

### ARTICLE THREE

SECTION 1. Neither USRA nor the United States shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Sixth Supplemental Indenture or the due execution hereof by the Corporation or for or in respect of the recitals contained herein, all of which recitals are made by the Corporation solely. No implied covenant or obligation shall be read into this Sixth Supplemental Indenture or the Mortgage against USRA or the United States, but the duties and obligations of USRA and the United States shall be determined solely by the provisions of the Mortgage and of the Sixth Supplemental Indenture. In general, each and every term and condition contained in the Mortgage shall apply to and form a part of this Sixth Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

SECTION 2. This is a supplemental indenture to the Mortgage intended to secure the payment of the principal of and interest on the New FFB Note - 1 when and as the same shall become payable, and each and every part of this Sixth Supplemental Indenture and each and every covenant contained herein shall be and become a part

of the Mortgage and each of the covenants and obligations of the Corporation herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

SECTION 3. This Sixth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument.

SECTION 4. The execution of this Sixth Supplemental Indenture shall not be construed as a consent to any borrowing by the Corporation, as may be required under any loan agreement with the Corporation.

SECTION 5. Nothing in the Mortgage or this Sixth Supplemental Indenture shall impair any rights of the United States as guarantor of USRA obligations incurred in connection with the Loan Agreement.

#### ARTICLE FOUR

Pursuant to Section 259 of the Tax Law of the State of New York, the Corporation hereby certifies that the principal amount which at the time of the execution and delivery of this Sixth Supplemental Indenture has been advanced or is secured hereby is the sum of \$60,677,608.01.

IN WITNESS WHEREOF, the said DELAWARE AND HUDSON RAILWAY COMPANY has caused this Sixth Supplemental Indenture to be signed in its Corporate name by D. D. MUIR, its Vice President, attested by RICHARD E. LONG, its Secretary, and RALPH T. MURRAY, its Assistant Secretary, and its corporate seal to be hereunder affixed, on the date first hereinabove set forth, and does hereby constitute and appoint D. D. MUIR, its true and lawful attorney-in-fact, for it and in its name to acknowledge and deliver these presents as, its act and deed; and the said UNITED STATES RAILWAY ASSOCIATION has caused these presents to be signed in its corporate name by  
its President, attested by \_\_\_\_\_, its Secretary, and  
its Assistant Secretary, and its corporate seal to be hereunder affixed,

on the date first hereinabove set forth, and does hereby constitute and appoint  
its true and lawful attorney-in-fact, for it and in its name to  
acknowledge and deliver these presents as its act and deed; and the United States  
has caused these presents to be signed by  
Federal Railroad Administrator and attested by  
and does hereby constitute and appoint its true and  
lawful attorney-in-fact, for it and in its name to acknowledge and deliver these  
presents as its act and deed.

(CORPORATE SEAL)

ATTEST:

R. E. Long

R. T. Murray

(CORPORATE SEAL)

ATTEST:

[Signature]

Mark H. [Signature]

ATTEST:

Barbara Bestock

[Signature]

DELAWARE AND HUDSON RAILWAY COMPANY

By D. D. Muir  
Vice President

UNITED STATES RAILWAY ASSOCIATION

By Donald E. [Signature]  
President

THE UNITED STATES OF AMERICA

By Robert W. Blanchette

MORTGAGEES' CERTIFICATE

The undersigned, the mortgagees described in the foregoing instrument, hereby certify that the precise residence of the mortgagees entitled to interest thereunder is:

(1) UNITED STATES RAILWAY ASSOCIATION, 955 L'Enfant Plaza North, S.W.,  
Washington, D. C. 20595.

UNITED STATES RAILWAY ASSOCIATION

By



(2) The UNITED STATES OF AMERICA acting through the Administrator, Federal  
Railroad Administration, 400 Seventh Street, S.W., Washington, D. C. 20590.

UNITED STATES OF AMERICA  
By The  
SECRETARY OF TRANSPORTATION  
Acting Through  
The Administrator of the  
Federal Railroad Administration







