

CONRAIL

RECORDATION NO. *8261-E* Filed 1425

Family 5303
MAY 27 1981 -10 55 AM

INTERSTATE COMMERCE COMMISSION

May 18, 1981

1-147AC49
MAY 27 1981
Date.....
Fee \$ *10.00*
ICC Washington, D. C.

Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

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

This document is a Consent and Agreement, a secondary document, dated February 1, 1981. The primary document to which this is connected is a Conditional Sale Agreement dated as of May 15, 1969, recorded under Recordation Number 5303 on June 26, 1969 at 3:30 p.m., and covering Equipment including 12 GP-38 locomotives.

The names and addresses of the parties to the documents are as follows:

Lessor: General Motors Corporation
Electro-Motive Division
LaGrange, IL 60527

Lessee: Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 19104
successor-in-interest to the
Penn Central Transportation Company

Assignee: The First Pennsylvania Banking
and Trust Company
15th and Chestnut Streets
Philadelphia, PA

RECEIVED
MAY 27 10 50 AM '81
I.C.C.
FEE OPERATION BR.

May 18, 1981
Page 2

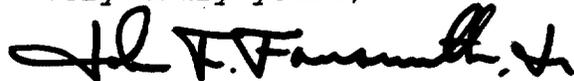
A fee of \$10 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

John F. Fansmith, Jr.
Law Department
Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

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

Consent and Agreement, a supplement to a Conditional Sale Agreement between General Motors Corporation and Consolidated Rail Corporation as successor-in-interest to the Penn Central Transportation Company, with ICC Recordation Number 5303, dated February 1, 1981, and covering Equipment including 12 GP-38 locomotives.

Very truly yours,



John F. Fansmith, Jr.
General Attorney - Corporate

Encls.
cc: W. D. Zirkle

Interstate Commerce Commission
Washington, D.C. 20423

5/28/81

OFFICE OF THE SECRETARY

John F. Bansmith, Jr.
Consolidated Rail Corp.
1138 Six Penn Center Plaza
Phila. PA. 19104

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 **5/27/81** at **10:55am**, and assigned re-
recording number(s). **8265-C & 8261-E**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

8265 was formely 4859 & 8261 formely 5303

You owe me \$80.00

Mrs. Lee

SE-30
(7/79)

RECORDATION NO. 8261-F
Yamely 5803
MAY 27 1981 -10 55 AM
INTERSTATE COMMERCE COMMISSION

CONSENT AND AGREEMENT

202

CONSENT AND AGREEMENT dated as of February 1, 1981, by General Motors Corporation (Electro-Motive Division), a Delaware corporation ("General Motors"), and The First Pennsylvania Banking and Trust Company, with its chief place of business at 15th and Chestnut Streets, Philadelphia, Pennsylvania 19101 ("First Pennsylvania").

WHEREAS, General Motors and Penn Central Transportation Company, a Pennsylvania corporation ("Penn Central"), entered into a Conditional Sale Agreement dated as of May 15, 1969 ("Conditional Sale Agreement") covering the purchase of locomotives, including 12 GP-38 locomotives ("Equipment");

WHEREAS, General Motors and First Pennsylvania entered into an Agreement and Assignment dated as of May 15, 1969 ("Agreement and Assignment"), assigning the right, title and interest of General Motors in the Equipment and Conditional Sale Agreement to First Pennsylvania;

WHEREAS, the Conditional Sale Agreement was conveyed to Consolidated Rail Corporation, a Pennsylvania corporation ("Conrail"), pursuant to the Regional Rail Reorganization Act of 1973, as amended;

WHEREAS, pursuant to Article 12 of the Conditional Sale Agreement Conrail is restricted from leasing the Equipment to any other railroad company without the prior written consent of General Motors or First Pennsylvania;

WHEREAS, it is desirable to lease the Equipment in off-peak periods to improve the utilization of equipment;

WHEREAS, modern operational techniques of in-through or run-through service, requiring off-line use of locomotives, offer significant revenue earning opportunities and are therefore desirable; and

WHEREAS, the Association of American Railroads Contract Committee has circulated to member railroads a suggested form for a sample Run-Through Agreement, indicating the industries adoption of run-through service in its operation.

NOW, THEREFORE, in consideration of the above, General Motors and First Pennsylvania consent and agree to the following:

- (i) Conrail may lease the Equipment to, or permit their use by, a user incorporated in the United States of America (or any State thereof or the District of Columbia), upon lines of railroads owned or operated by such user or by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia), or over which such user, or such railroad company or companies have trackage rights or rights for operation of their trains; provided, however, that the prior written consent of General Motors and First Pennsylvania must be obtained for any lease that is for a term longer than nine months or is renewable for a term more

than nine months and further provided that all of the obligations and duties of Conrail under the Conditional Sale Agreement shall remain in full effect during the term of any such lease and that nothing in such lease shall terminate, reduce, diminish or otherwise change the rights of General Motors and First Pennsylvania under the Conditional Sale Agreement;

(ii) Conrail may use the Equipment upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in-through or run-through service.

This Consent and Agreement, when accepted by General Motors and First Pennsylvania by signing the acceptance at the foot hereof, shall be deemed to be a contract for the benefit of General Motors and First Pennsylvania and their successors and assigns under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

[Corporate Seal]

ATTEST: *J. Scott*
Assistant Secretary

GENERAL MOTORS CORPORATION

By *P.K. Hoagland*
Title Vice President

[Corporate Seal]

ATTEST: *[Signature]*
Assistant Secretary

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY

By *[Signature]*
Title
ROBERT W. SAMPSON
CORPORATE TRUST OFFICER
ASSISTANT SECRETARY

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 27th day of March 1981, before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he/she is an authorized officer of General Motors Corporation, that one of the seals 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Agnes L. Hapke
Notary Public

[Notarial Seal]

My Commission Expires FEB 10 1982

STATE OF Penn.)
) ss.:
COUNTY OF Phila.)

On this 2nd day of April 1981, before me personally appeared R.W. SEEFERT, to me personally known, who, being by me duly sworn, says that he/she is an authorized officer of Frost Bk. Ok. N.A., that one of the seals 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Lynn M. Attarian
Notary Public

[Notarial Seal]

My Commission Expires

LYNN M. ATTARIAN
Notary Public, Phila., Phila. Co.
My Commission Expires May 3, 1982