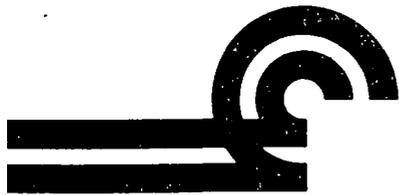


CONRAIL



RECORDATION NO. 8261 Filed 1425

1-194A172

July 9, 1981

JUL 13 1981 2 35 PM

INTERSTATE COMMERCE COMMISSION

No.
 Date JUL 13 1981
 Fee \$ 10.00
 ICC Washington, D. C.

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

Dear Ms. Mergenovich:

Enclosed is an original and two verified true copies 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, a Conditional Sale Agreement originally filed with the I.C.C. under Recordation Numbers ~~4452-4457~~, was conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261. The secondary document covers Equipment including twenty-four GP-40 locomotives and twenty-two U-30-B locomotives.

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

General Motors Corporation
Electro-Motive Division
LaGrange, IL 60525

National Commercial Bank and
Trust Company
P.O. Box 748
60 State Street
Albany, NY 12207

Irving Trust Company
One Wall Street
16th Floor
New York, NY 10015

RECEIVED
JUL 13 2 30 PM '81
FEE OPERATION BR.

May 14, 1981
Page 2

General Electric Company
Three Penn Center Plaza
Philadelphia, PA 19102

Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 19104
as successor-in-interest to the
New York Central Railroad Company

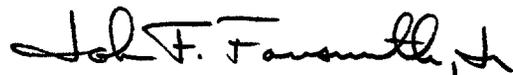
A fee of \$10 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

John F. Fansmith, Jr., Esq.
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, Irving Trust Company, General Electric Company, National Commercial Bank and Trust Company, and the New York Central Railroad Company, with Recordation Numbers 4452-4457, conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261, dated February 1, 1981, and covering Equipment including twenty-four GP-40 locomotives and twenty-two U-30-B locomotives.

Very truly yours,



John F. Fansmith, Jr.
General Attorney - Corporation

Encls.
cc: W. D. Zirkle

RECEIVED
JUL 13 2 30 PM '81
I.C.C.
OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

7/14/81

OFFICE OF THE SECRETARY

John F. Fansmith, Jr.
Gen. Atty.-Corporate
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 **7/13/81** at **2:35pm**, and assigned recordation number(s).

8261-F formerly 3884 **8261-G formerly 4452**
Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

JUL 13 1981 2 25 PM

INTERSTATE COMMERCE COMMISSION

NOTARY'S CERTIFICATE

State of Pennsylvania

County of Philadelphia, ss:

I do hereby certify that the attached document,
having been compared to the original, is a true and
complete copy, correct in all respects.

Alfonso J. Di Gregorio 7/9/81

ALEONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.

My commission expires September 24, 1984

(Notary's stamp)

CONSENT AND AGREEMENT

653

8261-6

CONSENT AND AGREEMENT dated as of February 1, 1981, by Irving Trust Company, a New York corporation ("Irving Trust"), and National Commercial Bank and Trust Company, a New York corporation ("National Commercial").

WHEREAS, National Commercial, The New York Central Railroad Company, a Delaware corporation ("New York Central") and the parties named in Schedule A to the Finance Agreement entered into a Finance Agreement dated as of June 1, 1967;

WHEREAS, General Motors Corporation (Electro-Motive Division), a Delaware corporation ("General Motors"), Irving Trust, and New York Central entered into a Conditional Sale Agreement dated as of June 1, 1967, covering the purchase of locomotives, including 24 GP-40 locomotives ("Equipment");

WHEREAS, General Electric Company, a New York corporation ("General Electric"), Irving Trust, and New York Central entered into a Conditional Sale Agreement dated as of June 1, 1967, covering the purchase of locomotives, including 22 U-30-B locomotives ("Equipment");

WHEREAS, Irving Trust and New York Central entered into a Lease of Railroad Equipment dated as of June 1, 1967, ("Lease") pursuant to which Irving Trust leased the Equipment to New York Central;

WHEREAS, General Motors and National Commercial entered into an Agreement and Assignment dated as of June 1, 1967, assigning the right, title and interest of General Motors in the Equipment to National Commercial;

WHEREAS, General Electric and National Commercial entered into an Agreement and Assignment dated as of June 1, 1967, assigning the right, title and interest of General Electric to National Commercial;

WHEREAS, the above Finance Agreement, Conditional Sale Agreements, and the Lease, were conveyed to Consolidated Rail Corporation, a Pennsylvania corporation ("Conrail") pursuant to the Regional Rail Reorganization Act of 1973, as amended;

WHEREAS, pursuant to Section 12 of the Lease Conrail is restricted from leasing the Equipment to any other railroad company without the prior written consent of Irving Trust or National Commercial;

WHEREAS, it is desirable to sublease 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, Irving Trust and National Commercial consent and agree to the following:

- (i) Conrail may sublease (which sublease shall be subject to the rights and remedies of Irving Trust and National Commercial under the above-mentioned Finance Agreement and Conditional Sale Agreements and the 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, but only upon and subject to all of the terms and conditions of the above-mentioned Finance Agreement and Conditional Sale Agreements and the Lease;
- (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; provided, however, that the prior written consent of Irving Trust and National Commercial must be obtained for any sublease that is for a term longer than six months or is renewable for a term more than six months and further provided that all of the obligations and duties of Conrail under the Lease shall remain in full effect during the term of any such sublease and that nothing in such sublease shall terminate, reduce, diminish or otherwise change the rights of Irving Trust and National Commercial under the Lease;
- (iii) Conrail may use the Equipment for occasional service in Canada, provided that such service in Canada does not involve regular operation and maintenance outside the United States of America,

and further provided that the Equipment must be used so as to constitute rolling stock of a domestic railroad corporation subject to Part I of the Interstate Commerce Act or any successor provision within the meaning of Section 48(a)(2)(B)(ii) of the Internal Revenue Code of 1954, as amended.

This Consent and Agreement, when accepted by Irving Trust and National Commercial by signing the acceptance at the foot hereof, shall be deemed to be a contract for the benefit of Irving Trust and National Commercial and their successors and assigns under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

IRVING TRUST COMPANY

[Corporate Seal]

ATTEST:

John Cate
Secretary

By

John F. Chittent
Title

Assistant Vice President

NATIONAL COMMERCIAL BANK AND

TRUST COMPANY

NOW: KEY BANK N.A.

[Corporate Seal]

ATTEST:

Mary A. Casey
Secretary

By

L. Mori
Title

TRUST OFFICER

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

On this 8th day of May, 1981, before me personally appeared JOHN F. PHILBERT, to me personally known, who, being by me duly sworn, says that he/she is an authorized officer of Irving Trust Co, 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.

Barbara B. Santiso
Notary Public

BARBARA B. SANIISO
Notary Public, State of New York
No. 24-4509147
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1983

[Notarial Seal]

My Commission Expires 3/30/83

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

On this 15th day of May, 1981, before me personally appeared Lawrence H. Martin, to me personally known, who, being by me duly sworn, says that he/she is an authorized officer of Key Bank 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.

Francis C. Weisel
Notary Public

[Notarial Seal]

My Commission Expires

FRANCIS C. WEISEL
Notary Public, State of New York
Residing in Albany County
My Commission Expires March 29, 1983

Article VIII

Section 8.2 - Execution of Instruments All agreements, checks, drafts, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfaction, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the Association by the Chairman of the Board, or the Chairman of the Executive Committee of the Board, or the President, or the Vice Chairman of the Board, or any Vice President, or the Cashier, or if in connection with the exercise of fiduciary powers of the Association, by any said officers or by any Trust Officer or any Assistant Trust Officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted in behalf of the Association in such other manner and by such other officers as the Board of Directors may from time to time direct. The provisions of this Section 8.2 are supplementary to any other provisions of these By-Laws.

I, Mary C. Casey, Senior Vice President and Corporate Secretary of Key Bank, N.A., do hereby certify that the foregoing is a true and exact excerpt from the By-Laws duly adopted at a meeting of the Board of Directors of Key Bank N.A. at its bank house, No. 60 State Street, in the City of Albany, N.Y., on the 14th day of October 1975, at which a quorum was present, and that the same By-Laws are still in full force and effect; and I do further certify that the following were duly appointed on the 10th day of March 1981, and at subsequent meetings of the Board of Directors, a quorum being at each such meetings and that each still holds the office set opposite his or her name:

KEY BANK, N.A. TRUST OFFICERS

Vice President and Trust Officer	Virginia B. Bowers Martin A. Edwards James E. Kinner Eugene P. Patterson
Vice President and Economist	Peter A. Farrell
Vice President	John DB. Traver
Trust Officer	Rita A. Cousino Clark B. Daggett E. Kent Jenkins Eugene D. Cornell John P. Fulgan Lawrence H. Morin Paul V. Allen
Operations Officer	J. Edward Collins
Manager	Robert G. Dollar
Trust Representative	Peter VA. TenEyck

WITNESS my hand and the seal of said corporation, this 15th day of

May, 19 81.

Mary C. Casey
Senior Vice President and Corporate Secretary