

PEPPER, HAMILTON & SCHEETZ

1777 F STREET, N.W.
WASHINGTON, D.C. 20006
202-842-6100

ATTORNEYS AT LAW

608 SOUTH OLIVE STREET
LOS ANGELES, CA 90014
213-617-8151

10 SOUTH MARKET SQUARE
HARRISBURG, PA 17108
717-255-1155

20TH FLOOR
THE FIDELITY BUILDING
123 SOUTH BROAD STREET

8 GREAT VALLEY PARKWAY
MALVERN, PA 19355
215-251-0777

PHILADELPHIA, PENNSYLVANIA 19108-1083

215-893-3000

100 RENAISSANCE CENTER
DETROIT, MI 48243
313-259-7110

CABLE ADDRESS "PEPFIL PHILADELPHIA"
TELECOPIER (485) 215-732-8029 · DEX (#3600) 215-965-9594
DEX (#3600) 215-545-3477 · TWX 710-670-0777

824 MARKET STREET
WILMINGTON, DE 19801
302-652-2007

WRITER'S DIRECT DIAL NUMBER

December 23, 1985

8261-20
RECORDED & INDEXED
RECORDATION # 3990
DEC 23 1985 8 30 PM
INTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

HAND DELIVERY

Interstate Commerce Commission
Constitution Avenue and 12th Street, N.W.
Washington, D.C. 20423

Date 12/23/85
Fee \$ 10.00
ICC Washington, D.C.

Attention: Mildred Lee, Office of the
Secretary, Public Records
Section, Room 2303

Dear Ms. Lee:

Enclosed are an original and three counterparts of
the document described below, to be recorded pursuant to
Section 11303 of Title 49 U.S. Code.

This document is a Supplemental Agreement, a secondary
document dated December 2, 1985. The primary document to
which this is connected, a Conditional Sale Agreement, dated
July 1, 1966, originally filed with the I.C.C. under Recordation
Number 3990, 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
seven (7) SD 38 diesel locomotives, numbered CR 6925 to CR
6927, CR 6929, and CR 6931 to CR 6933.

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

Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 19103

Mellon Bank, N.A.
(formerly Girard Trust Bank)
Mellon Square
Pittsburgh, PA 15230

Charles [unclear]
Frank Sheeholm

PEPPER, HAMILTON & SCHEETZ

Interstate Commerce Commission
December 23, 1985
Page Two

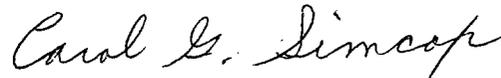
A fee of \$10 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the representative of this firm.

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

Supplemental Agreement, a supplement to a Conditional Sale Agreement between Penn Central Transportation Co. and Girard Trust Bank, with Recordation Number 3990, conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261, dated December 2, 1985, and covering Equipment including seven (7) SD 38 diesel locomotives, numbered CR 6925 to CR 6927, CR 6929, and CR 6931 to CR 6933.

Thanking you in advance for your attention to this matter, I am

Sincerely,



Carol G. Simcox
Legal Assistant

CGS/vaf
Enclosures

cc: John F. Fansmith, Jr., Esquire
Paula G. Pressman, Esquire
John McLamb, Jr., Esquire

Interstate Commerce Commission
Washington, D.C. 20423

12/23/85

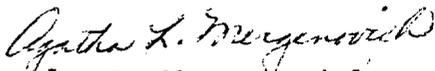
OFFICE OF THE SECRETARY

Carol G. Simcox
Pepper, Hamilton & Scheetz
123 South Broad Street 20th Fl
Phila. Pa. 19109-1083

Dear Ms. Simcox:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/23/85 at ~~312000~~ 312000/85, and assigned re-
recording number(s) 14867 & 8261-X (3990-A)

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SUPPLEMENTAL AGREEMENT, dated as of December 2, 1985 by and among CONSOLIDATED RAIL CORPORATION, Assignee of R. W. Blanchette, R. C. Bond and J. H. McArthur, Trustees of CENTRAL TRANSPORTATION COMPANY, Debtor (formerly the Pennsylvania Railroad Company), a Pennsylvania Corporation (hereinafter called the "Vendee"), and Mellon Bank, N.A., (formerly Girard Trust Bank) (hereinafter called the "Assignee"), Agent under an Agreement dated as of July 1, 1966.

RECORDED BY 82612
INDEXED BY 82612
DEC 23 1985 3 30 PM
PENNSYLVANIA
REAL ESTATE COMMISSION

WHEREAS, Pullman Incorporated (Pullman - Standard Division) (hereinafter called the "Owner) and the Vendee entered into a Conditional Sale Agreement dated as of July 1, 1966 (hereinafter called the "Conditional Sale Agreement"), pursuant to which the Owner agreed to sell and deliver to the Vendee, and the Vendee agreed to purchase the railroad equipment described in Schedule B to said Conditional Sale Agreement:

WHEREAS, the Owner thereafter assigned their rights under the Conditional Sale Agreement and its right, title and interest to the equipment to the Assignee pursuant to an Agreement and Assignment dated as of July 1, 1966, (hereinafter called the "Assignment");

WHEREAS, pursuant to Article 7 of the Conditional Sale Agreement the parties hereto now desire to supplement said Conditional Sale Agreement to include the units of equipment set

forth in Schedule B-1 hereto, which units replace certain destroyed equipment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that;

1. The Conditional Sale Agreement is hereby amended and supplemented by including therein the units of equipment set forth in Schedule B-1 attached hereto, which units shall be marked in letters not less than one inch in height with the following legend:

"MELLON BANK, AGENT-OWNER"

2. The Vendee will promptly cause the Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act and the Supplemental Agreement shall become effective upon such filing and recording.

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

4. The Equipment is hereby warranted by the Vendee as being free from defects in materials, workmanship or design under normal use and service. HOWEVER, THE VENDEE MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT. THE VENDOR'S EXCLUSIVE AND SOLE REMEDY FOR THE BREACH OF THE ABOVE WARRANTY SHALL BE A REPLACEMENT BY THE VENDEE OF EQUIPMENT OF EQUAL VALUE OF ANY UNIT OF EQUIPMENT WHICH SHALL WITHIN ONE YEAR OF THE DATE OF THE SUPPLEMENTAL AGREEMENT PROVE TO BE DEFECTIVE IN MATERIALS, WORKMANSHIP OR DESIGN.

IN WITNESS WHEREOF, the parties hereto have caused the Supplemental Agreement to be duly executed and sealed as of the date first above written.

Attest:



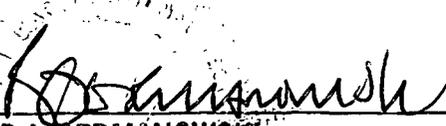
ASSISTANT SECRETARY

CONSOLIDATED RAIL CORPORATION



Assistant Treasurer - Financing

Attest:



P.J. GERMANOWSKI OFFICER

Mellon Bank, East



J. R. McMAHON OFFICER

SCHEDULE B-1

Quantity

Type

Numbered

7

SD 38 Diesel
Locomotives

CR 6925 To
CR 6927,
CR 6929 &
CR 6931 To
CR 6933

ACKNOWLEDGMENT

Commonwealth of Pennsylvania:

: ss

County of Philadelphia :

On this 25th day of NOVEMBER, 1985, before me personally appeared J. A. WARNER, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer - Financing of CONSOLIDATED RAIL CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation 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 Corporation.

Alfonso J. Di Gregorio
(Signature)

NOTARY PUBLIC
(Title of Officer)

(Seal)

My Commission Expires:

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires September 24, 1988

(Notary Stamp)

CORPORATE ACKNOWLEDGMENT

Commonwealth of Pennsylvania :

: ss

County of ALLEGHENY :

On this 16th day of DECEMBER, 1985, before me personally appeared J. R. McMAHON to me personally known, who being by me duly sworn, says that he is the OFFICER of Mellon Bank, East, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation 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 Corporation.

Bridget M. Schessler
(Signature)

Notary Public
(Title of Officer)

(Seal)

My Commission Expires:

**BRIDGET M. SCHESSLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 27, 1989
Member, Pennsylvania Association of Notaries**
(Notary Stamp)

December 2, 1985
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SCHEDULE B-1

<u>Quantity</u>	<u>Type</u>	<u>Numbered</u>
7	SD 38 Diesel Locomotives	CR 6925 to CR 6927 CR 6929 & CR 6931 to CR 6933