

**CONRAIL**



RECORDATION NO. *8265-C* Filed 1426  
*Formely 4859*  
MAY 27 1981 -10 55 AM

1-147A170

No. [Stamp]  
Date: MAY 27 1981  
Fee \$ *10.00*  
ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

May 18, 1981

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

*215-3876600*  
*9774000*

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 April 15, 1968, recorded under Recordation Number 4859 on May 8, 1968 at 11:22 a.m., and covering Equipment including 14 SD-45 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  
Erie Lackawanna Railway.

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

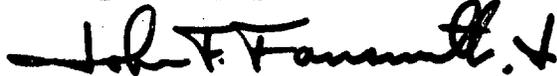
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May 18, 1981  
Page 2

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 Erie Lackawanna Railway, with ICC Recordation Number 4859, dated February 1, 1981, and covering Equipment including 14 SD-45 locomotives.

Very truly yours,



John F. Fansmith, Jr.  
General Attorney - Corporate

Encls.  
cc: W. D. Zirkle

RECORDATION NO. *8265-C* Filed 1425  
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INTERSTATE COMMERCE COMMISSION

CONSENT AND AGREEMENT

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CONSENT AND AGREEMENT dated as of February 1, 1981, by General Motors Corporation (Electro-Motive Division), a Delaware corporation ("General Motors").

WHEREAS, General Motors and Erie Lackawanna Railway Company, a Delaware corporation ("Erie Lackawanna"), entered into a Conditional Sale Agreement dated as of April 15, 1968 ("Conditional Sale Agreement") covering the purchase of locomotives, including 14 SD-45 locomotives ("Equipment");

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 15 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;

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.

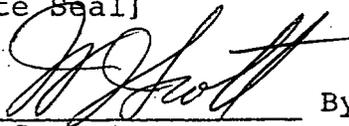
NOW, THEREFORE, in consideration of the above, General Motors and First National consent and agree to the following:

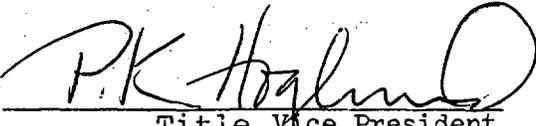
- (i) Conrail may lease the Equipment to, or permit their use by, a user incorporated in the United States of America (or any State thereof or the District of Columbia), upon lines of railroads owned or operated by such user or by a railroad company or companies incorporated in the United States of America (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 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 under the Conditional Sale Agreement;

This Consent and Agreement, when accepted by General Motors by signing the acceptance at the foot hereof, shall be deemed to be a contract for the benefit of General Motors 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.

GENERAL MOTORS CORPORATION

[Corporate Seal]

ATTEST:   
Assistant Secretary

By   
Title Vice President

STATE OF Illinois                    ,)  
  )    SS.:  
COUNTY OF Cook                    ,)

On this 27<sup>th</sup> day of March 1981, before me personally appeared **E. M. 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.

Alvin G. Hayke  
Notary Public

[Notarial Seal]

My Commission Expires FEB 10 1982