

CRAVATH, SWAINE & MOORE RECEIVED MAY 26 1982 - 3 25 PM

ONE CHASE MANHATTAN FLOOR 3 MAY 26 3 18 PM '82 INTERSTATE COMMERCE COMMISSION

NEW YORK, N. Y. 10005 I. C. C.
FEE OPERATION BR.

2-146A050

No.
Date MAY 26 1982
Fee \$ 10.00

ICC Washington, D. C.

May 26, 1982

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WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN P. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
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RICHARD J. HIEGEL

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ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
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MARTIN L. SENZEL
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ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

Amendment Agreement No.2 Dated as of April 30, 1982
Amending Reconstruction and Conditional Sale Agreement,
Transfer Agreement, Lease of Railroad Equipment
and Hulk Purchase Agreement

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Chesapeake and Ohio Railway Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of April 30, 1982, among The Chesapeake and Ohio Railway Company, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Vendee.

Amendment Agreement No. 2 amends a Reconstruction and Conditional Sale Agreement, Transfer Agreement, Lease of Railroad Equipment and Hulk Purchase Agreement each dated as of September 15, 1981, previously filed and recorded with the Interstate Commerce Commission on October 29, 1981, at 3:00 p.m., Recordation Number 13298 and an Amendment Agreement dated as of September 15, 1981, previously filed and recorded with the Interstate Commerce Commission on January 18, 1982, at 2:00 p.m., Recordation Number 13298.

Amendment Agreement No. 2 amends the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to reflect the railroad equipment delivered, accepted and settled for under this transaction.

Handwritten signature: C. O. ...

Please file and record Amendment Agreement No. 2 submitted with this letter and assign it Recordation Number 13298-F.

→ Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 2.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for The Chesapeake
and Ohio Railway Company

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

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

5/26/82

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

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 **5/26/82** at **3:25pm** and assigned re-
recording number (s).

13298-F

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13298 F Filed 1425

MAY 26 1982 -3 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 2 dated as of April 30, 1982, among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Lessee" or Builder" or "Seller"), THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Lessor" or "Vendee") under a Trust Agreement with GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division), a New Jersey corporation, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent" or "Vendor") for certain institutional investors under a Participation Agreement dated as of September 15, 1981.

WHEREAS the Vendor, the Builder, and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of September 15, 1981 ("RCSA");

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of September 15, 1981 ("Lease");

WHEREAS the Vendee and the Agent have entered into a Transfer Agreement dated as of September 15, 1981 ("Transfer Agreement");

WHEREAS the Seller and the Vendee have entered into a Hulk Purchase Agreement dated as of September 15, 1981 ("Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of September 15, 1981 ("Amendment Agreement") to correct a typographical error appearing in the Equipment Schedules of the Documents;

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1981, at 3:00 p.m., recordation number 13298;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 18, 1982, at 2:00 p.m., recordation number 13298;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

2. Annex I of the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

3. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

4. Annex I to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement No. 2 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement No. 2 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement No. 2 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this 19th day of May 1982, before me personally appeared L.C. Raig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals 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.

Louis Recher
Notary Public

[Notarial Seal]
My Commission expires

LOUIS RECHER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date,
section 147.03 B. C.

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals 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.

Notary Public

[Notarial Seal]
My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1982, before me
personally appeared , to me
personally known, who, being by me duly sworn, says that he
is an Authorized Officer of THE CONNECTICUT BANK AND TRUST
COMPANY, that one of the seals 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.

Notary Public

[Notarial Seal]

My Commission expires

Reconstruction and Conditional Sale Agreement

SCHEDULE A

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>	<u>Specifications of the Equipment</u>				<u>Total Hulk Pur- chase Price and Reconstruction Cost</u>		<u>Date Built</u>	<u>Mechanical Designation</u>	<u>Bearings</u>
			<u>Hulk Purchase Price Per Unit</u>	<u>Total</u>	<u>Base Reconstruction Cost Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>			
13	50' Equipped Box Cars	See Note 1	6,000	\$ 78,000	\$14,925	\$ 194,025	\$20,925	\$ 272,025	1955-59	"XL"	FRICION
18	50' Equipped Box Cars		6,000	108,000	8,553	153,954	14,553	261,954	1955-59	"XL"	FRICION
126	80-Ton Open Top Hoppers		6,000	756,000	14,165	1,784,790	20,165	2,540,790	1963-64 1966 1963-64 1965	"HT" "HT" "HT" "HT"	FRICION FRICION FRICION FRICION
97	50' Equipped Box Cars		7,000	609,000	14,925	1,298,475	21,925	1,907,475	1962-63 1966 1966	"XL" "XL" "XL"	ROLLER ROLLER ROLLER
63	60' Equipped Box Cars		16,000	1,008,000	14,925	940,275	30,925	1,948,275	1965 1966 1966 1966	"XL" "XL" "XL" "XP"	ROLLER ROLLER ROLLER ROLLER

N

Quantity	Description	Railroad Road Numbers	Hulk Purchase Price		Base Reconstruction Cost		Total Hulk Pur- chase Price and Reconstruction Cost		Date Built	Mechanical Designation	Bearings
			Per Unit	Total	Per Unit	Total	Per Unit	Total			
410	70-Ton Open Top Hoppers	See Note 1	\$ 2,500	\$1,025,000	\$14,000	\$ 5,740,000	\$16,500	\$ 6,765,000	1956-63	"HT"	FRICTION
									1956-57	"HT"	FRICTION
									1956-57	"HT"	FRICTION
									1957	"HT"	FRICTION
59	70-Ton Open Top Hoppers		3,000	177,000	7,768	458,312	10,768	635,312	Same as above	"HT"	FRICTION
19	80-Ton Open Top Hoppers		6,000	114,000	14,692	279,148	20,692	393,148	1962-64	"HT"	FRICTION
									1965	"HT"	FRICTION
									1962-64	"HT"	FRICTION
									1965	"HT"	FRICTION
41	80-Ton Open Top Hoppers		6,000	\$ 246,000	7,768	318,488	13,768	564,488	Same as above	"HT"	FRICTION
<u>836</u>				<u>\$4,121,000</u>		<u>\$11,167,467</u>		<u>\$15,288,467</u>			

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>
13	50' Equipped Box Cars	See Note 1
18	50' Equipped Box Cars	
126	80-Ton Open Top Hoppers	
87	50' Equipped Box Cars	
63	60' Equipped Box Cars	
410	70-Ton Open Top Hoppers	
59	70-Ton Open Top Hoppers	
19	80-Ton Open Top Hoppers	
41	80-Ton Open Top Hoppers	
<u>836</u>		

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Railroad Road Numbers</u>
13	50' Equipped Box Cars	XL	See Note 1
18	50' Equipped Box Cars	XL	
126	80-Ton Open Top Hoppers	HT HT HT HT	
87	50' Equipped Box Cars	XL XL XL	
63	60' Equipped Box Cars	XL XL XL XP	
410	70-Ton Open Top Hoppers	HT HT HT HT	

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Railroad Road Numbers</u>
59	70-Ton Open Top Hoppers	HT	See Note 1
19	80-Ton Open Top Hoppers	HT HT HT HT	
<u>41</u>	80-Ton Open Top Hoppers	HT	
836			

Hulk Purchase Agreement

ANNEX I

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk Purchase Price	
			<u>Per Unit</u>	<u>Total</u>
13	50' Equipped Box Cars	See Note 1	\$ 6,000	\$ 78,000
18	50' Equipped Box Cars		6,000	108,000
126	80-Ton Open Top Hoppers		6,000	756,000
87	50' Equipped Box Cars		7,000	609,000
63	60' Equipped Box Cars		16,000	1,008,000

EXHIBIT 4

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk <u>Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
410	70-Ton Open Top Hoppers	See Note 1	\$ 2,500	\$1,025,000
59	70-Ton Open Top Hoppers		3,000	177,000
19	80-Ton Open Top Hoppers		6,000	114,000
41	80-Ton Open Top Hoppers		6,000	246,000
<u>836</u>				<u>\$4,121,000</u>

Note 1

50' Equipped Box Cars

12	C&O	22471	22533	22597	22628	22643
		22486	22558	22599	22637	22645
		22526	22592			
18	C&O	22752	27795	27852	27904	27980
		22763	27826	27853	27922	27984
		22766	27828	27854	27979	27997
		22789	27834	27893		
13	C&O	481000	481030	481052	481060	481092
		481004	481031	481053	481077	
		481015	481044	481059	481085	
4	C&O	481568	481588	481590	481593	
25	C&O	22452	22501	22551	22584	22629
		22466	22503	22555	22595	22630
		22472	22504	22565	22614	22633
		22482	22522	22567	22625	22636
		22500	22548	22576	22627	22642
13	C&O	27769	27806	27884	27920	27937
		27790	27809	27903	27923	27971
		27805	27830	27905		
21	C&O	481005	481050	481064	481078	481087
		481006	481051	481067	481080	481096
		481012	481054	481074	481081	481097
		481018	481058	481075	481083	481098
		481037				
12	C&O	481516	481542	481556	481571	481587
		481533	481546	481564	481582	481597
		481538	481552			

60' Equipped Box Cars

4	C&O	25041	25069	25076	25089	
23	C&O	491535	491576	491624	491680	491742
		491547	491577	491647	491701	491809
		491569	491582	491648	491704	491816
		491572	491585	491653	491733	491826
		491573	491587	491654		
2	C&O	494093	494128			
2	C&O	495097	495126			
4	C&O	25036	25062	25083	25090	
22	C&O	491549	491631	491685	491736	491781
		491581	491638	491692	491748	491783
		491587	491655	491694	491757	491786
		491598	491678	491697	491774	491798
		491622	491682			
4	C&O	494109	494115	494136	494147	
2	C&O	495088	495117			

70-Ton Hopper Cars

23	C&O	103013	103199	103482	103782	103931
		103063	103211	103490	103799	103934
		103088	103252	103522	103841	103991
		103188	103355	103660	103869	
		103193	103473	103682	103911	
10	C&O	103155	103279	103526	103742	103890
		103173	103422	103739	103810	103924
14	C&O	110045	110665	110958	111499	113879
		110482	110731	111192	111742	115137
		110506	110941	111223	112014	
8	C&O	110414	110983	111063	112524	113604
		110503	111030	112278		
47	C&O	150022	150513	150862	150981	151189
		150052	150574	150864	151065	151204
		150125	150579	150880	151083	151234
		150226	150581	150913	151091	151251
		150293	150600	150918	151095	151304
		150305	150617	150932	151111	151428
		150328	150635	150943	151123	151459
		150367	150685	150972	151145	151693
		150397	150792	150974	151179	151738
		150419	150827			
		9	C&O	150205	150310	150447
150290	150373			150904	151152	
74	B&O	10415	12157	13012	13615	14210
		10511	12184	13013	13660	14226
		10712	12196	13017	13673	14234
		10750	12296	13020	13691	14377
		10865	12424	13027	13730	14450
		10878	12538	13150	13861	14519
		10930	12612	13151	13926	14576
		11040	12650	13226	13937	14640
		11067	12691	13283	13977	14681
		11148	12761	13310	14034	14722
		11403	12816	13326	14072	14915
		11618	12873	13330	14079	14971
		11676	12911	13437	14082	15183
		11917	12929	13454	14093	15236
		11952	13003	13584	14153	
16	B&O	11196	12281	12772	12954	13801
		11470	12520	12888	13227	14074
		11948	12706	12921	13442	14532
					15196	

23	C&O	103033 103064 103091 103118 103144	103164 103266 103270 103300 103347	103357 103372 103439 103521 103577	103583 103597 103670 103690	103696 103758 103877 103896
2	C&O	103038	103649			
18	C&O	110309 110344 110458 110582	110591 110610 110618 110802	110863 110974 111268 111481	111561 111611 112036	112300 112346 113325
1	C&O	110001				
47	C&O	150041 150055 150075 150080 150101 150162 150237 150253 150255 150271	150337 150438 150508 150514 150560 150620 150682 150687 150696 150710	150715 150735 150739 150747 150785 150787 150883 150887 150892	151072 151076 151099 151164 151168 151180 151225 151231 151244	151369 151534 151558 151612 151635 151640 151752 151759 151790
6	C&O	150570 150758	150824	151506	151643	151842
164	B&O	10119 10193 10217 10470 10505 10525 10630 10633 10661 10721 10743 10767 10832 10942 10995 11029 11053 11254 11292 11320	11655 11666 11681 11718 11775 11849 11883 11935 11955 11986 11996 12026 12060 12070 12078 12082 12089 12103 12114 12122	12448 12467 12548 12630 12635 12678 12693 12695 12786 12795 12806 12807 12810 12819 12849 12883 12926 12935 12971 13005	13620 13664 13697 13716 13731 13738 13780 13786 13792 13821 13843 13845 13864 13908 13978 13989 14010 14030 14066 14088	14323 14331 14365 14371 14380 14455 14459 14460 14584 14613 14617 14688 14713 14723 14728 14745 14792 14818 14913 14938

B&O	11340	12150	13046	14096	14939
	11350	12180	13243	14102	14951
	11388	12208	13312	14120	14959
	11429	12250	13339	14126	15016
	11454	12258	13351	14165	15066
	11496	12291	13362	14168	15068
	11513	12331	13397	14200	15071
	11518	12369	13422	14204	15126
	11547	12378	13433	14218	15151
	11575	12384	13451	14221	15160
	11600	12412	13520	14247	15171
	11601	12416	13526	14268	15176
	11647	12433	13556	14297	

7.	B&O	10763	11773	13810	14119	14273
		11236	12096			

80-Ton Open Top Hopper Cars

7	C&O	152268 152410	15246 152582	153331	153419	153784
5	C&O	154693	154992	155259	155472	155847
5	C&O	156032	156036	156096	156558	156935
8	B&O	152057 152178	152239 152551	153062 153467	153577	153979
9	B&O	154014 154396	154813 154990	155188 155252	155403 155510	155995
18	B&O	156074 156124 156159 156164	156190 156283 156315 156415	156561 156599 156608 156609	156686 156842 156852 156863	156869 156883
8	C&O	152157 152343	152358 152522	152578 152694	152838	153227
4	C&O	154210	154906	155143	155366	
4	C&O	156102	156470	156587	156613	
22	B&O	152092 152096 152102 152350 152391	152440 152487 152512 152569 152831	152882 152945 153132 153159	153220 153343 153509 153596	153752 153806 153921 153988
24	B&O	154135 154142 154167 154198 154286	154491 154496 154511 154514 154655	154694 154740 154998 155011 155032	155135 155140 155157 155286 155305	155396 155628 155769 155773
12	B&O	156013 156044 156153	156173 156221 156264	156574 156699	156762 156802	156826 156845

3	C&O	152008	152556	153184		
3	C&O	152010	152574	152741		
1	C&O	155707				
1	C&O	155365				
1	C&O	156501				
10	B&O	152011	152662	153052	153235	153420
		152639	152930	153104	153413	153879
7	B&O	152577	152781	152942	153174	153324
		152752	152907			
2	B&O	155378	155412			
9	B&O	154143	155005	155389	155414	155670
		154502	155210	155402	155497	
2	B&O	156261	156403			
6	B&O	156182	156275	156337	156410	156638
		156219				
3	C&O	152148	153671	153805		
3	C&O	154263	154428	154960		
5	C&O	156053	156258	156298	156357	156448
2	B&O	152769	153658			
1	B&O	154921				
1	B&O	156139				

AMENDMENT AGREEMENT NO. 2 dated as of April 30, 1982, among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Lessee" or Builder" or "Seller"), THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Lessor" or "Vendee") under a Trust Agreement with GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division), a New Jersey corporation, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent" or "Vendor") for certain institutional investors under a Participation Agreement dated as of September 15, 1981.

WHEREAS the Vendor, the Builder, and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of September 15, 1981 ("RCSA");

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of September 15, 1981 ("Lease");

WHEREAS the Vendee and the Agent have entered into a Transfer Agreement dated as of September 15, 1981 ("Transfer Agreement");

WHEREAS the Seller and the Vendee have entered into a Hulk Purchase Agreement dated as of September 15, 1981 ("Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of September 15, 1981 ("Amendment Agreement") to correct a typographical error appearing in the Equipment Schedules of the Documents;

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1981, at 3:00 p.m., recordation number 13298;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 18, 1982, at 2:00 p.m., recordation number 13298;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

2. Annex I of the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

3. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

4. Annex I to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement No. 2 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement No. 2 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement No. 2 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 2 to be executed by duly authorized officers or other persons, as of the date first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals 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.

Notary Public

[Notarial Seal]
My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this *3rd* day of *May* 1982, before me personally appeared *R. E. Schreiber*, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals 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.

Patricia A. Shilow

Notary Public

[Notarial Seal]
My Commission expires *7-1-82*

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals 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.

Notary Public

[Notarial Seal]

My Commission expires

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Specifications of the Equipment

Quantity	Description	Railroad Road Numbers	Hulk Purchase Price		Base Reconstruction Cost		Total Hulk Purchase Price and Reconstruction Cost		Date Built	Mechanical Designation	Bearings
			Per Unit	Total	Per Unit	Total	Per Unit	Total			
13	50' Equipped Box Cars	See Note 1	6,000	\$ 78,000	\$14,925	\$ 194,025	\$20,925	\$ 272,025	1955-59	"XL"	FRICION
18	50' Equipped Box Cars		6,000	108,000	8,553	153,954	14,553	261,954	1955-59	"XL"	FRICION
126	80-Ton Open Top Hoppers		6,000	756,000	14,165	1,784,790	20,165	2,540,790	1963-64 1966 1963-64 1965	"HT" "HT" "HT" "HT"	FRICION FRICION FRICION FRICION
87	50' Equipped Box Cars		7,000	609,000	14,925	1,298,475	21,925	1,907,475	1962-63 1966 1966	"XL" "XL" "XL"	ROLLER ROLLER ROLLER
63	60' Equipped Box Cars		16,000	1,008,000	14,925	940,275	30,925	1,948,275	1965 1966 1966 1966	"XL" "XL" "XL" "XP"	ROLLER ROLLER ROLLER ROLLER

Quantity	Description	Railroad Road Numbers	Hulk Purchase Price		Base Reconstruction Cost		Total Hulk Pur- chase Price and Reconstruction Cost		Date Built	Mechanical Designation	Bearings
			Per Unit	Total	Per Unit	Total	Per Unit	Total			
410	70-Ton Open Top Hoppers	See Note 1	\$ 2,500	\$1,025,000	\$14,000	\$ 5,740,000	\$16,500	\$ 6,765,000	1956-63	"HT"	FRICTION
									1956-57	"HT"	FRICTION
									1956-57	"HT"	FRICTION
									1957	"HT"	FRICTION
59	70-Ton Open Top Hoppers		3,000	177,000	7,768	458,312	10,768	635,312	Same as above	"HT"	FRICTION
19	80-Ton Open Top Hoppers		6,000	114,000	14,692	279,148	20,692	393,148	1963-64	"HT"	FRICTION
									1965	"HT"	FRICTION
									1963-64	"HT"	FRICTION
									1965	"HT"	FRICTION
41	80-Ton Open Top Hoppers		6,000	\$ 246,000	7,768	318,488	13,768	564,488	Same as above	"HT"	FRICTION
<u>836</u>				<u>\$4,121,000</u>		<u>\$11,167,467</u>		<u>\$15,288,467</u>			

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>
13	50' Equipped Box Cars	See Note 1
18	50' Equipped Box Cars	
126	80-Ton Open Top Hoppers	
87	50' Equipped Box Cars	
63	60' Equipped Box Cars	
410	70-Ton Open Top Hoppers	
59	70-Ton Open Top Hoppers	
19	80-Ton Open Top Hoppers	
41	80-Ton Open Top Hoppers	
<u>836</u>		

Lease of Railroad Equipment
 SCHEDULE A
Specifications of the Equipment

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Railroad Road Numbers</u>
13	50' Equipped Box Cars	XL	See Note 1
18	50' Equipped Box Cars	XL	
126	80-Ton Open Top Hoppers	HT HT HT HT	
87	50' Equipped Box Cars	XL XL XL	
63	60' Equipped Box Cars	XL XL XL XP	
410	70-Ton Open Top Hoppers	HT HT HT HT	

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Railroad Road Numbers</u>
59	70-Ton Open Top Hoppers	HT	See Note 1
19	80-Ton Open Top Hoppers	HT HT HT HT	
<u>41</u>	80-Ton Open Top Hoppers	HT	
836			

Hulk Purchase Agreement

ANNEX I

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing railroad <u>Road Numbers</u>	Hulk Purchase Price	
			<u>Per Unit</u>	<u>Total</u>
13	50' Equipped Box Cars	See Note 1	\$ 6,000	\$ 78,000
18	50' Equipped Box Cars		6,000	108,000
126	80-Ton Open Top Hoppers		6,000	756,000
87	50' Equipped Box Cars		7,000	609,000
63	60' Equipped Box Cars		16,000	1,008,000

EXHIBIT 4

<u>Quantity</u>	<u>Description</u>	<u>To be selected from series bearing Railroad Road Numbers</u>	<u>Hulk Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
410	70-Ton Open Top Hoppers	See Note 1	\$ 2,500	\$1,025,000
59	70-Ton Open Top Hoppers		3,000	177,000
19	80-Ton Open Top Hoppers		6,000	114,000
41	80-Ton Open Top Hoppers		6,000	246,000
<u>836</u>				<u>\$4,121,000</u>

Note 1

50' Equipped Box Cars

12	C&O	22471	22533	22597	22628	22643
		22486	22558	22599	22637	22645
		22526	22592			
18	C&O	22752	27795	27852	27904	27980
		22763	27826	27853	27922	27984
		22766	27828	27854	27979	27997
		22789	27834	27893		
13	C&O	481000	481030	481052	481060	481092
		481004	481031	481053	481077	
		481015	481044	481059	481085	
4	C&O	481568	481588	481590	481593	
25	C&O	22452	22501	22551	22584	22629
		22466	22503	22555	22595	22630
		22472	22504	22565	22614	22633
		22482	22522	22567	22625	22636
		22500	22548	22576	22627	22642
13	C&O	27769	27806	27884	27920	27937
		27790	27809	27903	27923	27971
		27805	27830	27905		
21	C&O	481005	481050	481064	481078	481087
		481006	481051	481067	481080	481096
		481012	481054	481074	481081	481097
		481018	481058	481075	481083	481098
		481037				
12	C&O	481516	481542	481556	481571	481587
		481533	481546	481564	481582	481597
		481538	481552			

60' Equipped Box Cars

4	C&O	25041	25069	25076	25089	
23	C&O	491535	491576	491624	491680	491742
		491547	491577	491647	491701	491809
		491569	491582	491648	491704	491816
		491572	491585	491653	491733	491826
		491573	491587	491654		
2	C&O	494093	494128			
2	C&O	495097	495126			
4	C&O	25036	25062	25083	25090	
22	C&O	491549	491631	491685	491736	491781
		491581	491638	491692	491748	491783
		491587	491655	491694	491757	491786
		491598	491678	491697	491774	491798
		491622	491682			
4	C&O	494109	494115	494136	494147	
2	C&O	495088	495117			

70-Ton Hopper Cars

23	C&O	103013	103199	103482	103782	103931
		103063	103211	103490	103799	103934
		103088	103252	103522	103841	103991
		103188	103355	103660	103869	
		103193	103473	103682	103911	
10	C&O	103155	103279	103526	103742	103890
		103173	103422	103739	103810	103924
14	C&O	110045	110665	110958	111499	113879
		110482	110731	111192	111742	115137
		110506	110941	111223	112014	
8	C&O	110414	110983	111063	112524	113604
		110503	111030	112278		
47	C&O	150022	150513	150862	150981	151189
		150052	150574	150864	151065	151204
		150125	150579	150880	151083	151234
		150226	150581	150913	151091	151251
		150293	150600	150918	151095	151304
		150305	150617	150932	151111	151428
		150328	150635	150943	151123	151459
		150367	150685	150972	151145	151693
		150397	150792	150974	151179	151738
		150419	150827			
9	C&O	150205	150310	150447	150960	151675
		150290	150373	150904	151152	
74	B&O	10415	12157	13012	13615	14210
		10511	12184	13013	13660	14226
		10712	12196	13017	13673	14234
		10750	12296	13020	13691	14377
		10865	12424	13027	13730	14450
		10878	12538	13150	13861	14519
		10930	12612	13151	13926	14576
		11040	12650	13226	13937	14640
		11067	12691	13283	13977	14681
		11148	12761	13310	14034	14722
		11403	12816	13326	14072	14915
		11618	12873	13330	14079	14971
		11676	12911	13437	14082	15183
		11917	12929	13454	14093	15236
11952	13003	13584	14153			
16	B&O	11196	12281	12772	12954	13801
		11470	12520	12888	13227	14074
		11948	12706	12921	13442	14532
					15196	

23	C&O	103033	103164	103357	103583	103696
		103064	103266	103372	103597	103758
		103091	103270	103439	103670	103877
		103118	103300	103521	103690	103896
		103144	103347	103577		
2	C&O	103038	103649			
18	C&O	110309	110591	110863	111561	112300
		110344	110610	110974	111611	112346
		110458	110618	111268	112036	113325
		110582	110802	111481		
1	C&O	110001				
47	C&O	150041	150337	150715	151072	151369
		150055	150438	150735	151076	151534
		150075	150508	150739	151099	151558
		150080	150514	150747	151164	151612
		150101	150560	150785	151168	151635
		150162	150620	150787	151180	151640
		150237	150682	150883	151225	151752
		150253	150687	150887	151231	151759
		150255	150696	150892	151244	151790
		150271	150710			
		6	C&O	150570	150824	151506
150758						
164	B&O	10119	11655	12448	13620	14323
		10193	11666	12467	13664	14331
		10217	11681	12548	13697	14365
		10470	11718	12630	13716	14371
		10505	11775	12635	13731	14380
		10525	11849	12678	13738	14455
		10630	11883	12693	13780	14459
		10633	11935	12695	13786	14460
		10661	11955	12786	13792	14584
		10721	11986	12795	13821	14613
		10743	11996	12806	13843	14617
		10767	12026	12807	13845	14688
		10832	12060	12810	13864	14713
		10942	12070	12819	13908	14723
		10995	12078	12849	13978	14728
		11029	12082	12883	13989	14745
		11053	12089	12926	14010	14792
		11254	12103	12935	14030	14818
		11292	12114	12971	14066	14913
		11320	12122	13005	14088	14938

B&O	11340	12150	13046	14096	14939
	11350	12180	13243	14102	14951
	11388	12208	13312	14120	14959
	11429	12250	13339	14126	15016
	11454	12258	13351	14165	15066
	11496	12291	13362	14168	15068
	11513	12331	13397	14200	15071
	11518	12369	13422	14204	15126
	11547	12378	13433	14218	15151
	11575	12384	13451	14221	15160
	11600	12412	13520	14247	15171
	11601	12416	13526	14268	15176
	11647	12433	13556	14297	

7	B&O	10763	11773	13810	14119	14273
		11236	12096			

80-Ton Open Top Hopper Cars

7	C&O	152268 152410	15246 152582	153331	153419	153784
5	C&O	154693	154992	155259	155472	155847
5	C&O	156032	156036	156096	156558	156935
8	B&O	152057 152178	152239 152551	153062 153467	153577	153979
9	B&O	154014 154396	154813 154990	155188 155252	155403 155510	155995
18	B&O	156074 156124 156159 156164	156190 156283 156315 156415	156561 156599 156608 156609	156686 156842 156852 156863	156869 156883
8	C&O	152157 152343	152358 152522	152578 152694	152838	153227
4	C&O	154210	154906	155143	155366	
4	C&O	156102	156470	156587	156613	
22	B&O	152092 152096 152102 152350 152391	152440 152487 152512 152569 152831	152882 152945 153132 153159	153220 153343 153509 153596	153752 153806 153921 153988
24	B&O	154135 154142 154167 154198 154286	154491 154496 154511 154514 154655	154694 154740 154998 155011 155032	155135 155140 155157 155286 155305	155396 155628 155769 155773
12	B&O	156013 156044 156153	156173 156221 156264	156574 156699	156762 156802	156826 156845

3	C&O	152008	152556	153184		
3	C&O	152010	152574	152741		
1	C&O	155707				
1	C&O	155365				
1	C&O	156501				
10	B&O	152011	152662	153052	153235	153420
		152639	152930	153104	153413	153879
7	B&O	152577	152781	152942	153174	153324
		152752	152907			
2	B&O	155378	155412			
9	B&O	154143	155005	155389	155414	155670
		154502	155210	155402	155497	
2	B&O	156261	156403			
6	B&O	156182	156275	156337	156410	156638
		156219				
3	C&O	152148	153671	153805		
3	C&O	154263	154428	154960		
5	C&O	156053	156258	156298	156357	156448
2	B&O	152769	153658			
1	B&O	154921				
1	B&O	156139				

AMENDMENT AGREEMENT NO. 2 dated as of April 30, 1982, among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Lessee" or Builder" or "Seller"), THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Lessor" or "Vendee") under a Trust Agreement with GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division), a New Jersey corporation, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent" or "Vendor") for certain institutional investors under a Participation Agreement dated as of September 15, 1981.

WHEREAS the Vendor, the Builder, and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of September 15, 1981 ("RCSA");

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of September 15, 1981 ("Lease");

WHEREAS the Vendee and the Agent have entered into a Transfer Agreement dated as of September 15, 1981 ("Transfer Agreement");

WHEREAS the Seller and the Vendee have entered into a Hulk Purchase Agreement dated as of September 15, 1981 ("Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of September 15, 1981 ("Amendment Agreement") to correct a typographical error appearing in the Equipment Schedules of the Documents;

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1981, at 3:00 p.m., recordation number 13298;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 18, 1982, at 2:00 p.m., recordation number 13298;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

2. Annex I of the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

3. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

4. Annex I to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement No. 2 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement No. 2 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement No. 2 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 2 to be executed by duly authorized officers or other persons, as of the date first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent,

by

Assistant Vice President

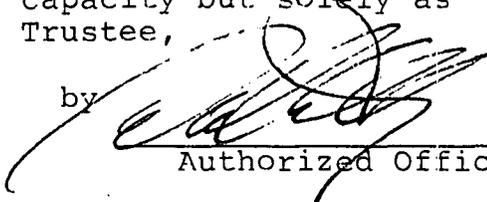
[Corporate Seal]

Attest:

Assistant Corporate
Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee,

by


Authorized Officer

[Corporate Seal]

Attest:


Authorized Officer

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this 3RD day of MAY 1982, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals 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.

Carol Lee Shattuck
 Notary Public

[Notarial Seal]

My Commission expires

CAROL LEE SHATTUCK
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 31, 1985

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Quantity	Description	Railroad Road Numbers	<u>Specifications of the Equipment</u>				<u>Total Hulk Purchase Price and Reconstruction Cost</u>		<u>Date Built</u>	<u>Mechanical Designation</u>	<u>Bearings</u>
			<u>Hulk Purchase Price</u>		<u>Base Reconstruction Cost</u>		<u>Per Unit</u>	<u>Total</u>			
			<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>			
13	50' Equipped Box Cars	See Note 1	6,000	\$ 78,000	\$14,925	\$ 194,025	\$20,925	\$ 272,025	1955-59	"XL"	FRICTION
18	50' Equipped Box Cars		6,000	108,000	8,553	153,954	14,553	261,954	1955-59	"XL"	FRICTION
126	80-Ton Open Top Hoppers		6,000	756,000	14,165	1,784,790	20,165	2,540,790	1963-64	"HT"	FRICTION
									1966	"HT"	FRICTION
									1963-64	"HT"	FRICTION
							1965	"HT"	FRICTION		
97	50' Equipped Box Cars	7,000	609,000	14,925	1,298,475	21,925	1,907,475	1962-63	"XL"	ROLLER	
								1966	"XL"	ROLLER	
								1966	"XL"	ROLLER	
63	60' Equipped Box Cars	16,000	1,008,000	14,925	940,275	30,925	1,948,275	1965	"XL"	ROLLER	
								1966	"XL"	ROLLER	
								1966	"XL"	ROLLER	
								1966	"XP"	ROLLER	

Quantity	Description	Railroad Road Numbers	Hulk Purchase Price		Base Reconstruction Cost		Total Hulk Pur- chase Price and Reconstruction Cost		Date Built	Mechanical Designation	Bearings
			Per Unit	Total	Per Unit	Total	Per Unit	Total			
410	70-Ton Open Top Hoppers	See Note 1	\$ 2,500	\$1,025,000	\$14,000	\$ 5,740,000	\$16,500	\$ 6,765,000	1956-63	"HT"	FRICTION
									1956-57	"HT"	FRICTION
									1956-57	"HT"	FRICTION
									1957	"HT"	FRICTION
59	70-Ton Open Top Hoppers		3,000	177,000	7,768	450,312	10,768	635,312	Same as above	"HT"	FRICTION
19	80-Ton Open Top Hoppers		6,000	114,000	14,692	279,148	20,692	393,148	1963-64	"HT"	FRICTION
									1965	"HT"	FRICTION
									1963-64	"HT"	FRICTION
									1965	"HT"	FRICTION
41	80-Ton Open Top Hoppers		6,000	\$ 246,000	7,768	318,488	13,768	564,488	Same as above	"HT"	FRICTION
<u>836</u>				<u>\$4,121,000</u>		<u>\$11,167,467</u>		<u>\$15,288,467</u>			

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>
13	50' Equipped Box Cars	See Note 1
18	50' Equipped Box Cars	
126	80-Ton Open Top Hoppers	
87	50' Equipped Box Cars	
63	60' Equipped Box Cars	
410	70-Ton Open Top Hoppers	
59	70-Ton Open Top Hoppers	
19	80-Ton Open Top Hoppers	
41	80-Ton Open Top Hoppers	
<u>836</u>		

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Railroad Road Numbers</u>
13	50' Equipped Box Cars	XL	See Note 1
18	50' Equipped Box Cars	XL	
126	80-Ton Open Top Hoppers	HT HT HT HT	
87	50' Equipped Box Cars	XL XL XL	
63	60' Equipped Box Cars	XL XL XL XP	
410	70-Ton Open Top Hoppers	HT HT HT HT	

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Railroad Road Numbers</u>
59	70-Ton Open Top Hoppers	HT	See Note 1
19	80-Ton Open Top Hoppers	HT HT HT HT	
<u>41</u>	80-Ton Open Top Hoppers	HT	
836			

Hulk Purchase Agreement

ANNEX I

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk <u>Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
13	50' Equipped Box Cars	See Note 1	\$ 6,000	\$ 78,000
18	50' Equipped Box Cars		6,000	108,000
126	80-Ton Open Top Hoppers		6,000	756,000
87	50' Equipped Box Cars		7,000	609,000
63	60' Equipped Box Cars		16,000	1,008,000

EXHIBIT 4

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk Purchase Price	
			<u>Per Unit</u>	<u>Total</u>
410	70-Ton Open Top Hoppers	See Note 1	\$ 2,500	\$1,025,000
59	70-Ton Open Top Hoppers		3,000	177,000
19	80-Ton Open Top Hoppers		6,000	114,000
41	<u>80-Ton</u> Open Top Hoppers		6,000	246,000
<u>836</u>				<u>\$4,121,000</u>

Note 1

50' Equipped Box Cars

12	C&O	22471	22533	22597	22628	22643
		22486	22558	22599	22637	22645
		22526	22592			
18	C&O	22752	27795	27852	27904	27980
		22763	27826	27853	27922	27984
		22766	27828	27854	27979	27997
		22789	27834	27893		
13	C&O	481000	481030	481052	481060	481092
		481004	481031	481053	481077	
		481015	481044	481059	481085	
4	C&O	481568	481588	481590	481593	
25	C&O	22452	22501	22551	22584	22629
		22466	22503	22555	22595	22630
		22472	22504	22565	22614	22633
		22482	22522	22567	22625	22636
		22500	22548	22576	22627	22642
13	C&O	27769	27806	27884	27920	27937
		27790	27809	27903	27923	27971
		27805	27830	27905		
21	C&O	481005	481050	481064	481078	481087
		481006	481051	481067	481080	481096
		481012	481054	481074	481081	481097
		481018	481058	481075	481083	481098
		481037				
12	C&O	481516	481542	481556	481571	481587
		481533	481546	481564	481582	481597
		481538	481552			

60' Equipped Box Cars

4	C&O	25041	25069	25076	25089	
23	C&O	491535	491576	491624	491680	491742
		491547	491577	491647	491701	491809
		491569	491582	491648	491704	491816
		491572	491585	491653	491733	491826
		491573	491587	491654		
2	C&O	494093	494128			
2	C&O	495097	495126			
4	C&O	25036	25062	25083	25090	
22	C&O	491549	491631	491685	491736	491781
		491581	491638	491692	491748	491783
		491587	491655	491694	491757	491786
		491598	491678	491697	491774	491798
		491622	491682			
4	C&O	494109	494115	494136	494147	
2	C&O	495088	495117			

70-Ton Hopper Cars

23	C&O	103013	103199	103482	103782	103931
		103063	103211	103490	103799	103934
		103088	103252	103522	103841	103991
		103188	103355	103660	103869	
		103193	103473	103682	103911	
10	C&O	103155	103279	103526	103742	103890
		103173	103422	103739	103810	103924
14	C&O	110045	110665	110958	111499	113879
		110482	110731	111192	111742	115137
		110506	110941	111223	112014	
8	C&O	110414	110983	111063	112524	113604
		110503	111030	112278		
47	C&O	150022	150513	150862	150981	151189
		150052	150574	150864	151065	151204
		150125	150579	150880	151083	151234
		150226	150581	150913	151091	151251
		150293	150600	150918	151095	151304
		150305	150617	150932	151111	151428
		150328	150635	150943	151123	151459
		150367	150685	150972	151145	151693
		150397	150792	150974	151179	151738
		150419	150827			
		9	C&O	150205	150310	150447
150290	150373			150904	151152	
74	B&O	10415	12157	13012	13615	14210
		10511	12184	13013	13660	14226
		10712	12196	13017	13673	14234
		10750	12296	13020	13691	14377
		10865	12424	13027	13730	14450
		10878	12538	13150	13861	14519
		10930	12612	13151	13926	14576
		11040	12650	13226	13937	14640
		11067	12691	13283	13977	14681
		11148	12761	13310	14034	14722
		11403	12816	13326	14072	14915
		11618	12873	13330	14079	14971
		11676	12911	13437	14082	15183
		11917	12929	13454	14093	15236
		11952	13003	13584	14153	
16	B&O	11196	12281	12772	12954	13801
		11470	12520	12888	13227	14074
		11948	12706	12921	13442	14532
					15196	

23	C&O	103033	103164	103357	103583	103696
		103064	103266	103372	103597	103758
		103091	103270	103439	103670	103877
		103118	103300	103521	103690	103896
		103144	103347	103577		
2	C&O	103038	103649			
18	C&O	110309	110591	110863	111561	112300
		110344	110610	110974	111611	112346
		110458	110618	111268	112036	113325
		110582	110802	111481		
1	C&O	110001				
47	C&O	150041	150337	150715	151072	151369
		150055	150438	150735	151076	151534
		150075	150508	150739	151099	151558
		150080	150514	150747	151164	151612
		150101	150560	150785	151168	151635
		150162	150620	150787	151180	151640
		150237	150682	150883	151225	151752
		150253	150687	150887	151231	151759
		150255	150696	150892	151244	151790
		150271	150710			
		6	C&O	150570 150758	150824	151506
164	B&O	10119	11655	12448	13620	14323
		10193	11666	12467	13664	14331
		10217	11681	12548	13697	14365
		10470	11718	12630	13716	14371
		10505	11775	12635	13731	14380
		10525	11849	12678	13738	14455
		10630	11883	12693	13780	14459
		10633	11935	12695	13786	14460
		10661	11955	12786	13792	14584
		10721	11986	12795	13821	14613
		10743	11996	12806	13843	14617
		10767	12026	12807	13845	14688
		10832	12060	12810	13864	14713
		10942	12070	12819	13908	14723
		10995	12078	12849	13978	14728
		11029	12082	12883	13989	14745
		11053	12089	12926	14010	14792
		11254	12103	12935	14030	14818
		11292	12114	12971	14066	14913
		11320	12122	13005	14088	14938

	B&O	11340	12150	13046	14096	14939
		11350	12180	13243	14102	14951
		11388	12208	13312	14120	14959
		11429	12250	13339	14126	15016
		11454	12258	13351	14165	15066
		11496	12291	13362	14168	15068
		11513	12331	13397	14200	15071
		11518	12369	13422	14204	15126
		11547	12378	13433	14218	15151
		11575	12384	13451	14221	15160
		11600	12412	13520	14247	15171
		11601	12416	13526	14268	15176
		11647	12433	13556	14297	.
7	B&O	10763	11773	13810	14119	14273
		11236	12096			

80-Ton Open Top Hopper Cars

7	C&O	152268 152410	15246 152582	153331	153419	153784
5	C&O	154693	154992	155259	155472	155847
5	C&O	156032	156036	156096	156558	156935
8	B&O	152057 152178	152239 152551	153062 153467	153577	153979
9	B&O	154014 154396	154813 154990	155188 155252	155403 155510	155995
18	B&O	156074 156124 156159 156164	156190 156283 156315 156415	156561 156599 156608 156609	156686 156842 156852 156863	156869 156883
8	C&O	152157 152343	152358 152522	152578 152694	152838	153227
4	C&O	154210	154906	155143	155366	
4	C&O	156102	156470	156587	156613	
22	B&O	152092 152096 152102 152350 152391	152440 152487 152512 152569 152831	152882 152945 153132 153159	153220 153343 153509 153596	153752 153806 153921 153988
24	B&O	154135 154142 154167 154198 154286	154491 154496 154511 154514 154655	154694 154740 154998 155011 155032	155135 155140 155157 155286 155305	155396 155628 155769 155773
12	B&O	156013 156044 156153	156173 156221 156264	156574 156699	156762 156802	156826 156845

3	C&O	152008	152556	153184		
3	C&O	152010	152574	152741		
1	C&O	155707				
1	C&O	155365				
1	C&O	156501				
10	B&O	152011	152662	153052	153235	153420
		152639	152930	153104	153413	153879
7	B&O	152577	152781	152942	153174	153324
		152752	152907			
2	B&O	155378	155412			
9	B&O	154143	155005	155389	155414	155670
		154502	155210	155402	155497	
2	B&O	156261	156403			
6	B&O	156182	156275	156337	156410	156638
		156219				
3	C&O	152148	153671	153805		
3	C&O	154263	154428	154960		
5	C&O	156053	156258	156298	156357	156448
2	B&O	152769	153658			
1	B&O	154921				
1	B&O	156139				