

Michael C. Bynane  
Assistant General Attorney



Law Department  
Terminal Tower  
P. O. Box 6419  
Cleveland, Ohio 44101  
216 623 2472

RECORDATION NO. *10064-B* Filed 1425

MAR - 3 1980 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

February 26, 1980

**0-063A010**

**MAR 3 1980**  
Date 10.00  
Fee \$ 10.00  
**ICC Washington, D. C.**

REGISTERED MAIL

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

Dear Ms. Mergenovich:

Enclosed are six executed counterparts of Amendment Agreement No. 2 dated as of January 15, 1980, among The Chesapeake and Ohio Railway Company, P. O. Box 6419, Cleveland, Ohio 44101 (Buyer), Metropolitan Life Insurance Company, One Madison Avenue, New York, New York 10010 (Assignee), and Fruit Growers Express Company, 1101 Vermont Avenue, Washington, D.C. 20005 (Seller).

The equipment covered by this Amendment Agreement consists of:

400 100-ton 2,700 cu. ft. covered hopper cars bearing the Buyer's road numbers 604600-604999, inclusive, AAR Mechanical Designation LO.

20 3,000 H.P. B40-7 diesel electric locomotives bearing the Buyer's road numbers 8245-8264, inclusive, AAR Mechanical Designation B-B.

66 cabooses bearing the Buyer's road numbers 4094-4159, inclusive, AAR Mechanical Designation NE.

The equipment is lettered "Chessie System", "C&O", or in some other appropriate manner and is also marked:

**"OWNERSHIP SUBJECT TO A SECURITY  
AGREEMENT FILED WITH THE  
INTERSTATE COMMERCE COMMISSION"**

The enclosed Amendment Agreement amends the Conditional Sale Agreement and Agreement and Assignment both dated as of February 1, 1980, involving the Seller, the Buyer, the Assignee, and others, that was recorded in the office of the Secretary of the Interstate Commerce Commission on January 30, 1979, at 10:00 a.m., and assigned recordation number 10064.

Also enclosed is a draft of The Chesapeake and Ohio Railway Company in the amount of \$10 representing the required recording fee.



The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Corp. and The Greenbrier.

Pursuant to the Commission's rules and regulations for the recordation of certain documents under 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act), as currently administered, you are hereby requested to duly file one of the enclosed counterparts for record in your office and to return the remaining copies to me at my above address.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Bynane", with a long horizontal flourish extending to the right.

Michael C. Bynane

MCB:aj

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Michael C. Dymane  
LAW Department  
Chessie System  
Terminal Tower  
P.O. Box 6419  
Cleveland, Ohio 44101

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 3/ 3/80 at 9:50AM , and assigned re-  
recording number(s). 10064-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

v car #2

RECORDATION NO. 10064-B Filed 1423

6 1  
STARTS

MAR - 3 1980 - 9 50 AM

[CS&M 2043-893]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2, dated as of January 15, 1980, among THE CHESAPEAKE AND OHIO RAILROAD COMPANY (the "Railroad"), FRUIT GROWERS EXPRESS COMPANY ("Fruit Growers"), and METROPOLITAN LIFE INSURANCE COMPANY (the "Assignee").

WHEREAS the Railroad, Fruit Growers and certain other builders (the "Other Builders") have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS Fruit Growers, the Other Builders and the Assignee have entered into an Agreement and Assignment dated as of February 1, 1979 (the "Assignment");

WHEREAS the Railroad, Fruit Growers, the Other Builders and the Assignee entered into an Amendment Agreement dated as of May 1, 1979;

WHEREAS the CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 30, 1979, at 10:00 a.m., and were assigned Recordation No. 10064 and the Amendment Agreement dated as of May 1, 1979, was filed with the Interstate Commerce Commission on June 6, 1979, at 10:10 a.m., with Recordation No. 10064-A; and

WHEREAS the parties hereto now desire to amend the

CSA as amended and the Other Builders have no interest in such amendment (the terms used in this Amendment Agreement No. 2 which are defined in the CSA having the meanings specified in the CSA);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Item 2 in Schedule A to the CSA as amended is hereby further amended by deleting therefrom March 31, 1980, and inserting in its place April 30, 1980.

2. Without affecting the provisions of the third and fourth paragraphs of Article 4 of the CSA as amended with respect to Equipment settled for on any Closing Date prior to February 1, 1980, the CSA as amended is hereby further amended so that in the event that any Equipment is settled for on a Closing Date on or after February 1, 1980, and prior to April 30, 1980, the installments of CSA Indebtedness in respect of such Equipment so settled for on or after February 1, 1980, shall be payable in 14 consecutive equal annual installments commencing February 1, 1981, to and including February 1, 1994. Interest on such CSA Indebtedness incurred on or after February 1, 1980, shall be payable as provided in the fourth paragraph of Article 4 of the CSA.

3. The Assignment is hereby amended to permit the aforesaid amendments to the CSA as though originally set

forth therein.

4. The Railroad will promptly cause this Amendment Agreement No. 2 to be filed in accordance with the provisions of Article 19 of the CSA.

5. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CHESAPEAKE AND OHIO RAILROAD COMPANY,

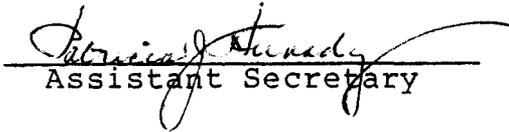
[Corporate Seal]

by



Assistant Vice President and Treasurer

Attest:

  
Assistant Secretary

APPROVED AS TO FORM



ASSISTANT GENERAL ATTORNEY

FRUIT GROWERS EXPRESS COMPANY,

[Corporate Seal]

by



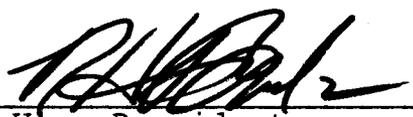
President

Attest:

  
Secretary

METROPOLITAN LIFE INSURANCE  
COMPANY,

[Corporate Seal]

by   
Vice President

RICHARD H. BANK

 REC  
Assistant General Counsel  
Associate  
John C. Kelsh

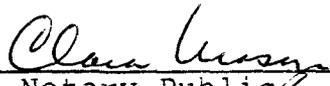
Attest:   
Assistant Secretary  
**E. V. MAGUIRE**



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

On this <sup>FEBRUARY</sup> 26TH day of ~~January~~ 1980, before me personally appeared L. C. ROIG, 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.

[Notarial Seal]

  
\_\_\_\_\_  
Notary Public  
CLARA MASUGA, Notary Public  
State of Ohio - Cuyahoga County  
My Commission Expires April 21, 1984