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LOUIS F. BESIO
VICE PRESIDENT FOR
FINANCE AND ADMINISTRATION

WRITER'S DIRECT DIAL NUMBER

(202) 775-1092

RECORDATION NO. 10751-D
DEC 15 1987

December 15, 1987

DEC 15 1987 2:50 PM
INTERSTATE COMMERCE COMMISSION
7-349A033

DEC 15 2 45 PM '87
100-41100-11
TH 100-41100-11

BY HAND

Noreta R. McGee, Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

ATTN: Ms. Mildred Lee, Room 2303

No. _____
Date DEC 15 1987
Fee \$ 10.00
ICC Washington, D.C.

Dear Secretary McGee:

Enclosed for recordation under the provisions of 49 U.S.C. § 11303(a) and 49 C.F.R. Part 1177 are the original and one (1) executed and acknowledged copy of a Bill of Sale, Assignment and Assumption, dated as of December 15, 1987, between Beneficial Leasing Group No. 11, Inc. (as Owner/Seller) and Westinghouse Credit Corporation (as Purchaser), relating to railway equipment leased to Consolidated Rail Corporation (as Lessee).

The primary document to which the enclosed document is connected is recorded under Recordation No. 10751. We request that the enclosed document be cross-indexed. The names and addresses of the parties to the document are as follows:

Computer print - Mark D. Beck

Noreta R. McGee, Secretary
December 15, 1987
Page 2

Owner/Seller: Beneficial Leasing Group No. 11, Inc.
250 Beneficial Center
Peapack, New Jersey 07977

Purchaser: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

A description of the equipment covered by the document is as follows: Seven (7) 3,000 h.p. Model SD-40-2 Diesel-Electric Locomotives, manufactured by General Motors Corporation (Electro-Motive Division), marked and numbered CR 6497 through 6503, both inclusive; and seven (7) 2,250 h.p. Model B23-7 Diesel-Electric Locomotives (with 345 signal cabs), manufactured by General Electric Company, marked and numbered CR 2001 through 2007, both inclusive.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

L. John Osborn, Esq.
Verner, Liipfert, Bernhard, McPherson
and Hand, Chartered
1660 L Street, N.W., Suite 1000
Washington, D.C. 20036

A brief summary of the enclosed document is as follows:

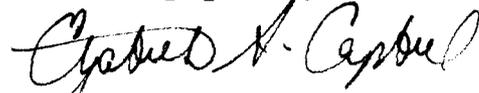
In accordance with the Bill of Sale, Assignment and Assumption between Beneficial Leasing Group No. 11, Inc. ("BLG 11"), 200 Beneficial Center, Peapack, New Jersey 07977, and Westinghouse Credit Corporation ("Westinghouse"), One Oxford Centre, Pittsburgh, Pennsylvania 15219, dated as of December 15, 1987, BLG 11 has assigned to Westinghouse all of BLG 11's right, title, and interest in fourteen (14) diesel-electric locomotives currently leased by Consolidated Rail Corporation.

The undersigned are Interstate Commerce Commission Counsel for the above-described transaction and, as such, have knowledge of the matters set forth herein.

Noreta R. McGee, Secretary
December 15, 1987
Page 3

If you have any questions or if we may otherwise be of assistance, please do not hesitate to contact us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Elizabeth A. Campbell".

L. John Osborn
Elizabeth A. Campbell

Enclosures

[ConRail Locomotives]

RECORDATION NO. 10751-D

DEC 15 1987 - 2 10 PM

BILL OF SALE, ASSIGNMENT AND ASSUMPTION
INTERSTATE COMMERCE COMMISSION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of December 15, 1987 ("Agreement") between BENEFICIAL LEASING GROUP NO. 11, INC., a Delaware corporation ("Seller"), and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to a Purchase Agreement dated as of August 5, 1987 (the "Purchase Agreement") Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets and beneficial interests;

WHEREAS, Purchaser has agreed to assume related liabilities; and

WHEREAS, Seller and Purchaser desire to complete as of the date hereof the sale of the assets identified on Schedule A hereto (such assets being hereinafter referred to as the "Assets").

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I

Sale, Assignment and Assumption

Section 1.01. Sale and Assignment. (a) Except as set forth in Section 1.01(b) with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to the Purchaser all of its right, title and interest (i) in and to the Assets, and (ii) in, to and under the documents and agreements listed on Schedule B hereto (the "Lease Transaction Documents"), excluding, however, in each case any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the date hereof (the "Closing Date") or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the Assets, other than a casualty loss with respect to the Assets which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

(b) Seller hereby assigns to Purchaser all proceeds of insurance against loss or damage to the Assets to which it is entitled under insurance policies required to be maintained under the Lease Transaction Documents, except insurance proceeds payable in connection with any losses arising out of or based upon any act or event occurring and relating to any period ending prior to the Closing Date (other than insurance proceeds payable in connection with a

casualty loss with respect to the Assets which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss).

Seller hereby agrees that in the event that the Purchaser shall suffer any such loss as to which Purchaser shall be entitled to insurance proceeds, Seller will cooperate with Purchaser in obtaining the insurance proceeds payable in respect of such loss, and that to the extent that such proceeds are paid by the insurance carrier to Seller, Seller will promptly pay over the same to Purchaser, and Purchaser hereby agrees that any insurance proceeds received by the Purchaser in excess of such loss incurred by it shall be refunded promptly to Seller.

(c) The sale and assignments described in Section 1.01(a) and Section 1.01(b) are hereinafter referred to as the "Assignment".

Section 1.02. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, (ii) agrees to be bound by all the terms of the Lease Transaction Documents, and (iii) unconditionally and irrevocably undertakes, accepts and assumes all of Seller's obligations and liabilities contained in or pursuant to the Lease Transaction Documents (the "Assumption").

Section 1.03. Confirmation. Purchaser hereby confirms and agrees that (i) it shall be deemed to be a party to the Lease Transaction Documents to which Seller was a party, (ii) it shall be deemed to be the party named as

the Vendee or Lessor in the Lease Transaction Documents, and (iii) the Assignment is hereby made subject in all respects to the rights and remedies of General Motors Corporation and General Electric Company (collectively, the "Vendors"), pursuant to the Conditional Sale Agreement, dated as of February 1, 1979, between the Vendors and Seller (including, without limitation, rights and remedies against Consolidated Rail Corporation and Seller).

ARTICLE II

Representations and Warranties of Seller

Section 2.01. Seller hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated hereby.

(b) Execution. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action of Seller and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

ARTICLE III

Representations and Warranties of Purchaser

Section 3.01. Purchaser hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated by each of the Lease Transaction Documents and hereby.

(b) Authorization. The execution, delivery and performance of this Agreement and the performance of the duties under each of the Lease Transaction Documents by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser and this Agreement has been duly executed and delivered by Purchaser and each of this Agreement and each of the Lease Transaction Documents constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(c) Purchaser's Capital and Surplus. Purchaser is a solvent corporation which is doing business in the United States, which has a combined capital and surplus of at least \$100,000,000, determined in accordance with generally accepted accounting principles consistently applied, and which has securities listed on a national securities exchange.

ARTICLE IV

Miscellaneous

Section 4.01. Further Assurances. Upon written request of Purchaser, Seller at any time and from time to time will promptly execute and deliver to Purchaser, without further consideration but without expense to Seller, such other and further instruments of conveyance, assignment and transfer and other documents, and take such further action, as Purchaser may reasonably request for the more effective conveyance, assignment and transfer to Purchaser of the Assets or in order to obtain the full benefits of this Agreement.

Section 4.02. Purchaser as Attorney-in-Fact. Seller hereby makes, constitutes and appoints Purchaser the true and lawful attorney-in-fact of Seller, with full power of substitution, in the name, place and stead of Seller, but on behalf and for the benefit of Purchaser, to demand and receive any and all of the aforesaid properties, assets, rights and interests of Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute, prosecute, appear in, defend and appeal in the name of Seller, or otherwise, at the expense and for the benefit of Purchaser, any and all actions, suits and proceedings at law, in equity or otherwise, which Purchaser may deem proper in order to collect or reduce to possession any of the aforesaid properties, assets, rights and interests of Seller and/or in order

to collect or enforce any claim or right of any kind hereby sold, conveyed, assigned and transferred, or to resist or defend against any claim, debt, obligation, liability or assertion of a liability assumed by Purchaser, or intended so to be, and to do all acts and things in relation to the properties, assets, rights, interests, liabilities and obligations which Purchaser shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by any act of Seller, or by its winding up and dissolution, or in any other manner or for any reason whatsoever; provided, however, that this appointment of Purchaser as the true and lawful attorney-in-fact of Seller shall not be effective as to any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the Closing Date or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the Assets, other than a casualty loss with respect to the Assets which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

Section 4.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4.04. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by overnight courier service or mailed by certified or registered mail with postage prepaid, return receipt requested, or sent by telex, telegram, cable or facsimile or other electronic transmission (confirmed by such mail or courier service, provided that the failure so to confirm shall not affect the validity of such communication), addressed as set forth on the signature pages hereof or at such other address as any party hereto may designate by notice duly given in accordance with this Section 4.04 to the other parties hereto. Notice shall be deemed to have been given when received.

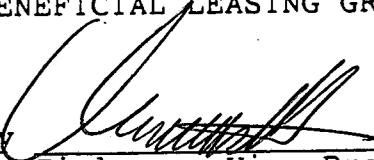
Section 4.05. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 4.06. Amendments and Waivers. No amendment or waiver of any provision hereof shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.07. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be so affected only to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions hereof or affecting the validity or enforceability or such provision in any other jurisdiction.

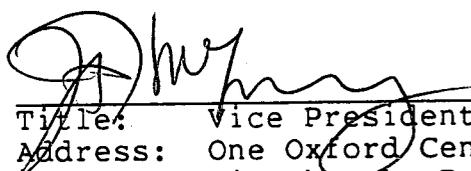
IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

BENEFICIAL LEASING GROUP NO. 11, INC.

By 

Title: Vice President
Address: 200 Beneficial Center
Peapack, New Jersey 07977
Attention: General Counsel

WESTINGHOUSE CREDIT CORPORATION

By 

Title: Vice President, Leasing Operations
Address: One Oxford Centre
Pittsburgh, Pennsylvania 15219
Attention: Vice President,
Leasing Operations

SCHEDULE A

ASSETS:

All right, title and interest of Beneficial Leasing Group No. 11, Inc. (Vendee") in and to the Equipment, as such term is defined in the Conditional Sale Agreement, dated as of February 1, 1979, between General Motors Corporation (Electro-Motive Division) and General Electric Company and Beneficial Leasing Group No. 11, Inc., including the following:

(7) General Motors (Electro-Motive Division) 3000 Horsepower Model SD40-2 Diesel Electric Locomotives, with Consolidated Rail Corporation Identification Numbers 6497 through 6503, both inclusive; and

(7) General Electric Model B23-7 2250 Horsepower Four Axle, Four Motor Diesel Electric Locomotives, with Consolidated Rail Corporation Identification Numbers 2001 through 2007, both inclusive.

INDEX
CONSOLIDATED RAIL CORPORATION
LEASE OF LOCOMOTIVES 100040-0001
LEASE AGREEMENT DATED AS OF FEBRUARY 1, 1979

FILE THREE

A. NOTES/MEMOS

OPERATIVE DOCUMENTS

- 1) PARTICIPATION AGREEMENT dated as of February 1, 1979, between Conrail as Lessee, Mercantile-Safe Deposit & Trust Company as Agent, Beneficial Leasing Group No. 11, Inc. as Vendee and Beneficial Leasing Group, Inc. as Owner Parent. (Only signed by insurance company. The signatures, however, were typed in the composite conformed copy) Also included by way of Exhibits or Annexes:
 - a) CONDITIONAL SALE AGREEMENT between General Motors Corporation, General Electric Company and Beneficial Leasing Group No. 11, Inc. as Vendee. (Exhibit A to PA)
 - b) LEASE OF RAILROAD EQUIPMENT between Conrail and Beneficial Leasing Group No. 11, Inc. (Annex C to Conditional Sale Agreement)
 - c) ASSIGNMENT OF LEASE AND AGREEMENT between BLG No. 11 as Lessor and Mercantile-Safe Deposit and Trust Company (Annex D to Conditional Sale Agreement)
 - d) AGREEMENT AND ASSIGNMENT between General Motors Corp. and General Electric Co. and Mercantile-Safe Deposit and Trust Co. (Exhibit B to PA)
 - e) LETTER AGREEMENT between Beneficial Corporation and various parties (Exhibit D to PA). 2-1-79 (C)*
- 1A) COMPOSITE COPIES - PARTICIPATION AGREEMENT and above documents. 2-1-79 (C)
- 2) CONDITIONAL SALE AGREEMENT between GM, GE and BLG No. 11. 2-1-79 (partially executed)

* (O) denotes executed original; (C) denotes photocopy; (U) denotes unsigned original.

- 3) LETTER AGREEMENT from Beneficial Corp. to Mercantile-Safe Deposit and Trust Co. 2-1-79 (partially executed)

OTHER

- 5) TAX EXEMPTION LETTERS. 8-14-81 (C)
- 6) INVOICES, BILL OF SALES, CERTIFICATES OF ACCEPTANCE, CERTIFICATES OF INCUMBENCY & RESOLUTIONS. (C) & (O)

FILE FOUR

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- 7) INCUMBENCY CERTIFICATE of the Assistant Vice President of Mercantile-Safe Deposit and Trust Company (Agent). 8-17-79 (O)
- 8) CERTIFICATE of the Assistant Vice President of the Agent as the adoption of certain resolutions. 8-17-79 (O)
- 9) INCUMBENCY CERTIFICATE of the Attesting Secretary of GE (the Builder). 8-23-79 (O) & 8-17-79 (O)
- 10) CERTIFICATE from Conrail's (the Lessee) Assistant Secretary as to the good standing of the Lessee, the effectiveness of the by-laws, etc. 8-17-79 (O)
- 11) CERTIFICATE OF CHIEF MECHANICAL OFFICER of the Lessee as to the useful life and residual value of the Equipment. 8-17-79 (O)
- 12) CERTIFICATE WITH RESPECT TO REPRESENTATIONS AND WARRANTIES. 8-17-79 (O)
- 13) CERTIFICATE with respect to the compliance of the Equipment with the documents from the Assistant Treasurer-Financing & Collections of the Lessee. 8-17-79 (O)
- 14) CERTIFICATE AS TO ORIGINAL USE from Assistant Treasurer-Financing & Collections of the Lessee. 8-17-79 (O)
- 15) CERTIFICATE of the Vice President of Beneficial Leasing Group No. 11 (the Vendee) including Certificate of Incorporation, By-laws, etc. 8-17-79 (O)
- 15A) CERTIFICATE OF THE Vice President OF BENEFICIAL LEASING GROUP, INC. including Certificate of Incorporation, By-laws etc. 8-17-79 (O)
- 16) CERTIFICATE of the Vice President of the Vendee as to the non-existence of liens. 8-17-79 (O)

- 17) RESTATED CERTIFICATE OF INCORPORATION OF BENEFICIAL CORPORATION 9-11-72 (C)
- 18) CERTIFICATE OF Secretary of Beneficial Corp. as the Company's good-standing, by-laws, etc. 8-17-79 (O)
- 19) Secretary of State CERTIFICATES OF GOOD STANDING for BLG No. 11, Inc., BLG, and Beneficial Corp. 8-15-79 (C)
- 20) CERTIFICATE OF INCUMBENCY of certain officers of GM. 8-17-79 (O); 9-13-79 (C)
- 21) CERTIFICATE OF ASSISTANT SECRETARY of GM, as to certain resolutions. 8-17-79 (O); 9-13-79 (C)

OPINION LETTERS

- 22) OPINION OF JANNEY MONTGOMERY SCOTT, INC., as to the useful life and the residual value of the Equipment. 8-15-79 (O)
- 23) OPINION OF DEWEY, BALLANTINE, BUSHBY, PALMER & WOOD as to the Beneficial Letter Agreement. 8-17-79 (O)
- 24) OPINION OF LOWENTHAL, LANDAU, FISCHER & SINGER, P.C., counsel for BLG No. 11, Inc. 8-17-79 (O)
- 25) OPINION OF CRAVATH, SWAINE & MOORE, special counsel for Mercantile-Safe Deposit and Trust Co. and the Investors. 8-17-79 (O)
- 26) OPINION OF TILLEY, CARSON & FINDLAY, Canadian counsel for Conrail. 8-17-79 (O)
- 27) OPINION OF J. T. HUGHES, counsel for General Electric Co. 8-17-79 (O)
- 28) OPINION OF J. T. HUGHES, counsel for General Electric Co., as to the Bill of Sale. 8-23-79 (O)
- 29) OPINION OF J. J. HIGGINS, counsel for General Motors. 8-17-79 (O)
- 30) OPINION OF JOSEPH T. ROWAN, counsel for Conrail. 8-17-79 (O)
- 31) APPRAISAL LETTER. 4/25/79 (C)
- 32) Debt-Source representation that interest in Conditional Sale Agreement acquired with general assets. 8-17-79 (C)

FILE SEVEN

36) Insurance File
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36.2 10-1-86 to 10-1-87

All Risk Coverage

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497 - 6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)

36.3 5-1-86 to 5-1-87

Excess Liability Coverage

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No 11, Inc.
Mercantile (O)

36.5 4-1-79 to 4-1-80

Personal Injury & Property Damage Liability

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No 11, Inc.
Mercantile (C)

36.6 Expires 10-1-79

Property

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail corp.
BLG. No. 11, Inc.

- Mercantile (C)
- 36.7 4-1-80 to 4-1-81
- Blanket Excess Bodily Injury & Property Damage
- 7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No 11, Inc.
Mercantile (O)
- 36.8 4-1-82 to 4-1-83
- 7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)
- 36.14 5-1-85 to 5-1-86
- Personal Injury & Property Damage
- 7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail corp.
BLG. No. 11, Inc.
Mercantile (O)
- 36.17 5-1-84 to 5-1-85
- Personal Injury & Property Damage
- 7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos. 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)
- 36.20 10-1-84 to 10-1-87
- All Risk Excess Property
- 7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and

7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)

36.23 10-1-84 to 10-1-87

Excess Property Coverage

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)

36.27 4-1-83 to 4-1-84

Personal Injury & Property Damage

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)

36.28 4-1-83 to 4-1-84

Personal Injury & Property Damage

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497-6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos. 2001-2007 inclusive
Cons. Rail Corp.
BLG. No 11, Inc.
Mercantile (O)

36.32 Expires 10-1-84

Blanket Excess Property

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497 - 6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)

36.33 4-1-81 to 4-1-82

Blanket Excess Bodily Injury & Property Damage .

7 SD-40-2 Diesel Electric Locomotives
CR Nos. 6497 - 6503, inclusive and
7 B-23-7 Diesel Electric Locomotives
CR Nos 2001-2007 inclusive
Cons. Rail Corp.
BLG. No. 11, Inc.
Mercantile (O)

36.49 Schedule B to Lease - Casualty Value
for 14 Locomotives. (C)