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OF COUNSEL  
URBAN A. LESTER

19042-A

November 3, 1994

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) executed copies each of an Interim User Agreement, a primary document; and four (4) executed copies of a Memorandum of Interim User Agreement, a secondary document related to the aforesaid primary document, both dated as of November 2, 1994.

The names and addresses of the parties to the enclosed documents are:

Lessor	:	General Electric Company 2901 East Lake Road Erie, Pennsylvania 16531
Lessee	:	The Baltimore and Ohio Chicago Terminal Railroad Company CSX Transportation, Inc. 500 Water Street Jacksonville, Florida 32202

A description of the railroad equipment covered by the enclosed documents is:  
Thirty (30) AC4400 locomotives bearing road numbers 9100-9129, inclusive.

*Counterparts - Betty H. [Signature]*

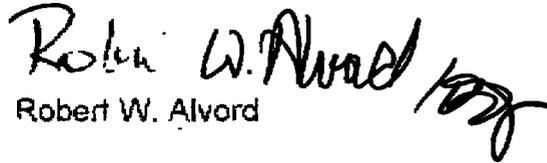
19042  
NOV 10 1994  
U.S. DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C. 20423

Mr. Vernon A Williams  
November 3, 1994  
Page 2

Also enclosed is a check in the amount of \$42 00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

  
Robert W. Alvord

RWA/bg  
Enclosures

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

11/3/94

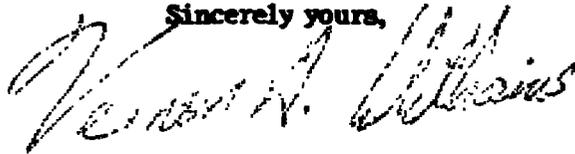
OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC. 20006-2973

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 11/3/94 at 3:15PM, and assigned recordation number(s) 19042 and 19042-A.

Sincerely yours,



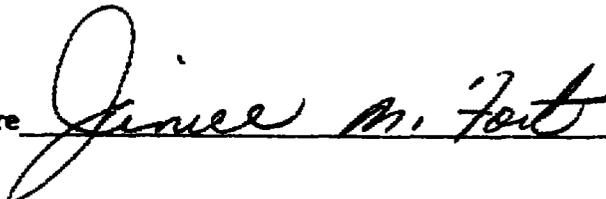
Vernon A. Williams  
Secretary

Enclosure(s)

(0100422045)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19042  
NOV 15 1994  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

**INTERIM USER AGREEMENT**

**THIS INTERIM USER AGREEMENT, dated as of the 2nd day of November, 1994, between GENERAL ELECTRIC COMPANY, a New York corporation ("GE"), THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, an Illinois corporation ("BOCT") and CSX TRANSPORTATION, INC., a Virginia corporation ("CSXT").**

**WITNESSETH:**

**WHEREAS, GE and CSXT are parties to an agreement (the "Purchase Agreement") calling for GE to manufacture and deliver to CSXT, and CSXT to accept and pay for, certain diesel electric locomotives, including 30 AC4400 locomotives to bear road numbers 9100-9129 (the "Locomotives"), which road numbers CSXT contemplates during the term hereof changing to read 1-30; and**

**WHEREAS, CSXT intends by this Agreement to assign to BOCT its rights under the Purchase Agreement with respect to the Locomotives; and**

**WHEREAS, BOCT intends to finance the purchase of the Locomotives from GE pursuant to one or more permanent forms of financing (the "Financing"), but delivery of the Locomotives is scheduled to begin prior to completion of such Financing; and**

**WHEREAS, BOCT desires that it be permitted to use the Locomotives pending establishment of any such Financing, solely as a bailee thereof, and GE is willing to grant such temporary custody and possession to BOCT and CSXT upon the terms and conditions hereinafter provided;**

**NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:**

- 1. CSXT hereby assigns to BOCT its rights under the Purchase Agreement to acquire the Locomotives. To the extent inconsistent herewith, the terms of the Purchase Agreement shall be superseded by the terms of this Agreement with respect to the Locomotives.**
- 2. GE hereby agrees to deliver to BOCT and CSXT, and BOCT and CSXT hereby agree to accept from GE, the Locomotives as of the date each of them is delivered to BOCT and CSXT for the period ending December 30, 1994.**
- 3. BOCT represents to GE that the Financing for the Locomotives will be established not later than December 30, 1994. Unless earlier terminated, on December 30, 1994, this Agreement shall automatically terminate without further**

action by or notice to either party hereto, except for those provisions which, in order to be given effect, should survive termination.

4. Upon delivery of each Locomotive, BOCT's and CSXT's representative shall execute a Certificate of Acceptance, in the form of Exhibit A hereto, acknowledging the receipt of delivery of each such Locomotive under this Agreement. During the term hereof, title to the Locomotives shall remain in GE with BOCT's and CSXT's rights and interests therein being solely that of possession, custody and use as bailees hereunder. Transfer of title shall be effected only at the time of GE's delivery of a bill or bills of sale.

5. BOCT and CSXT shall do such acts as may be required by law or as reasonably requested by GE, for the protection of GE's title to and interest in the Locomotives, including, but not limited to, filing this Agreement (or a memorandum hereof) with the Interstate Commerce Commission.

6. BOCT will make full payment to GE for the Locomotives by means of the Financing contemporaneously with receipt from GE of bills of sale and other normal documentation under the Financing. Pending such payment under the Financing, BOCT will make rent payments by wire transfer of immediately available funds to GE ten days after receipt of the invoice for the prior month's deliveries, each payment in an amount equal to \$271 per day for each of the Locomotives delivered during such months, with the final rent payment for any Locomotive to be made on the day GE is paid the purchase price for such Locomotive by means of the Financing or otherwise. Such rent payments shall give BOCT no right of ownership in the Locomotives and shall in no way be considered a payment or partial payment therefor.

7. BOCT and CSXT shall permit no liens or encumbrances of any kind to attach to the Locomotives, and agree to:

(a) Indemnify and save GE harmless from any and all claims, expenses or liabilities of whatsoever kind, including but not limited to attorneys' fees and costs, which may arise during the time any of the Locomotives are accepted by and in the possession of BOCT and CSXT hereunder; and

(b) Pay any and all taxes, fines, charges and penalties that may accrue or be assessed or imposed upon the Locomotives or GE, because of GE's ownership or because of the use, operation, management, maintenance, repair or handling of the Locomotives during the term of this Agreement. The obligations of BOCT and CSXT described in this Section 7 shall survive termination of this Agreement.

8. BOCT and CSXT shall, at their own expense, keep and maintain the Locomotives in good order and running condition, applying GE's recommended normal maintenance standards and procedures, and shall, at their option, repair or

promptly pay to GE the purchase price (as set forth in the Purchase Agreement) for any of the Locomotives which may be damaged or destroyed by any cause during the term of this Agreement.

9. By execution of this Agreement, none of the parties waive any provisions of the Purchase Agreement relating to Warranty, exclusion of certain warranties, remedies (and limitations of remedies) and limitation of liability and indemnities.

10. Prior to delivery under this Agreement, each Locomotive shall be numbered with a road number. BOCT and CSXT hereby agree to indemnify GE against any liability, loss or expense incurred by it as a result of placing of the aforementioned markings on the Locomotives. If during the term of this Agreement such markings shall at any time be removed, defaced or destroyed, BOCT and CSXT shall immediately cause the same to be restored or replaced. GE hereby consents to CSXT changing the road numbers from 9100-9129 to 1-30.

11. In the event BOCT shall, in violation of its obligations under the Purchase Agreement, fail to accept and pay for any Locomotive upon expiration of this Agreement with respect to such Locomotive, GE may, in addition to any other remedies it may have, enter upon the premises of BOCT and CSXT or such other premises where the Locomotives may be and take possession of all or any such Locomotives, and thenceforth hold, possess and enjoy the same free from any right of BOCT and CSXT or their successors or assigns. In such event, GE may use the Locomotives for any purposes whatsoever, and may sell and deliver the Locomotives to others upon such terms as GE may see fit in its sole discretion, it being understood and agreed that BOCT shall remain liable to GE under the Purchase Agreement for: (a) An amount equal to any difference in the price paid by such other parties and the purchase price due from BOCT under the Purchase Agreement, plus (b) an amount equal to all expenses of GE incident to such sale including, but not limited to, the expenses of withdrawing the from the service of BOCT and CSXT, providing for the care and custody of the Locomotives for sale, and selling the Locomotives. BOCT shall pay from time to time upon demand by GE the foregoing amounts.

12. BOCT, CSXT and GE each represent and warrant to the other that:

(a) It is a duly organized and validly existing corporation in good standing under the laws of its state of incorporation, is duly qualified to do business in such jurisdictions as are necessary to carry out the transactions contemplated by this Agreement and has power and authority to own its properties and carry on its business as now conducted;

(b) The execution and delivery of this Agreement is within its corporate authority, has been authorized by proper corporate proceedings and will not contravene any provision of law or of its charter or by-laws nor contravene or constitute a default under the provisions of any agreement or other

instrument binding upon it, and this Agreement is a valid and binding obligation of each enforceable, subject to applicable insolvency, bankruptcy or moratorium laws, against each in accordance with its terms;

(c) The rights of GE as herein set forth and the title of GE to the Locomotives are senior to the lien of any mortgage, security agreement or other instrument; and

(d) No governmental authorizations, approvals or exemptions are required for the execution and delivery of this Agreement or for the validity and enforceability hereof or the bailment of the Locomotives hereunder on the terms and conditions provided herein, or, if any such authorizations are required, they have been obtained; if any such shall hereafter be required, they will promptly be obtained.

13. BOCT agrees that the execution by GE of this Agreement or the delivery by GE of the Locomotives as contemplated by this Agreement, shall not relieve BOCT of its obligations to accept, take and pay for the Locomotives at the end of the term hereof applicable to such Locomotive, in accordance with the terms of the Purchase Agreement.

14. If BOCT accepts delivery of any Locomotive under this Agreement prior to the time title thereto passes from GE, BOCT's execution of a Certificate of Acceptance in the form of Exhibit A hereto shall constitute inspection of the Locomotive hereunder to which it relates, and any warranty or other time period set forth in the Purchase Agreement shall commence from such date of delivery.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

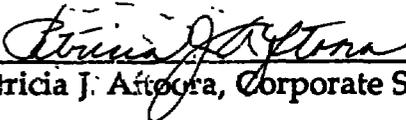
Attest:  
[CORPORATE SEAL]

  
Patricia J. Aftoora, Corporate Secretary

**THE BALTIMORE AND OHIO  
CHICAGO TERMINAL  
RAILROAD COMPANY**

By:   
A. B. Aftoora, Treasurer

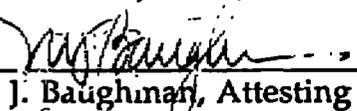
Attest:  
[CORPORATE SEAL]

  
Patricia J. Aftoora, Corporate Secretary

**CSX TRANSPORTATION, INC.**

By:   
A. B. Aftoora, Treasurer

Attest:  
[CORPORATE SEAL]

  
M. J. Baughman, Attesting Secretary

**GENERAL ELECTRIC COMPANY**

By:   
R. J. Koontz, Acting General  
Manager, Americas' Locomotive  
Marketing/Sales/Service

EXHIBIT A

Form of Certificate of Acceptance

This is to certify that the following equipment has been inspected by The Baltimore and Ohio Chicago Terminal Railroad Company, assignee of CSX Transportation, Inc.'s rights to purchase such equipment, this \_\_\_\_ day of \_\_\_\_\_, 1994.

Description of Equipment

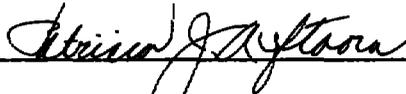
Number of Units

Description

Road Numbers

Model AC4400  
4400 H.P., Six-Axle,  
Six-Motor Diesel  
Electric Locomotives

THE BALTIMORE AND OHIO CHICAGO  
TERMINAL RAILROAD COMPANY

By:   
Title Vice-President