

RECORDATION NO. 10877-1 Filed 1425

NOV 7 1979 - 10 40 AM

CRAVATH, SWAINE & MOORE

INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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TELEX
RCA 233663
WUD 125547
WUI 620976

No. NOV 7 1979

Date

Fee \$ 1000

Washington, D. C.

November 8, 1979

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ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

Amendment Agreement Dated as of October 22, 1979
Amending Conditional Sale Agreement
Filed under Recordation No. 10877 and
Lease Filed under Recordation No. 10877-B

Dear Madam:

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

Amendment Agreement dated as of October 22, 1979, among Consolidated Rail Corporation, First Security Bank of Utah, N.A., as Trustee, General Motors Corporation (Electro-Motive Division), Mercantile-Safe Deposit and Trust Company, and other parties.

The Amendment Agreement amends a Conditional Sale Agreement, dated as of February 1, 1979, previously filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, at 1:30 p.m., Recordation Number 10877, a Lease of Railroad Equipment, dated as of February 1, 1979, previously filed as above with the Interstate Commerce Commission on October 11, 1979, at 1:30 p.m., Recordation Number 10877-B, an Assignment of Lease and Agreement, dated as of February 1, 1979, previously filed as above with the Interstate Commerce Commission on October 11, 1979, at 1:30 p.m., Recordation Number 10877-C, and an Agreement and Assignment, dated as of February 1, 1979, previously filed as above with the Interstate Commerce Commission on October 11, 1979, at 1:30 p.m., Recordation Number 10877-A.

10877-D

Counterpart
Nathan Greenbaum

NOV 7 1979
FEE OPERATED
RECORDED

The Amendment Agreement covers the addition of the following equipment to the aforementioned documents:

Twelve (12) 1,500 h.p. Model GP15-1 Diesel-Electric Locomotives bearing Conrail identifying numbers CR 1640 through CR 1651.

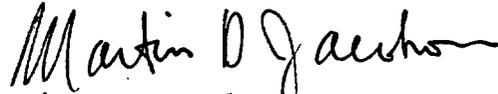
Schedules of all equipment now covered by the aforementioned Conditional Sale Agreement and the aforementioned Lease are contained in Exhibit B and Exhibit C, respectively, to the Amendment Agreement.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10877-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

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

Very truly yours,



Martin D. Jacobson,
As Agent for Consolidated
Rail Corporation

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

Encls.

84A

BY HAND

REGISTRATION NO. 10877-1 Filed 1425

NOV 7 1979 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of October 22, 1979, among the FIRST SECURITY BANK OF UTAH, N.A., acting as Trustee (the "Trustee") under a Trust Agreement dated as of February 1, 1979 (the "Trust Agreement"), with the Owner referred to below, GENERAL ELECTRIC CREDIT CORPORATION (the "Owner"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (the "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for the Investors referred to below, CONSOLIDATED RAIL CORPORATION (the "Lessee"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, COMMONWEALTH LIFE INSURANCE COMPANY AND HOME LIFE INSURANCE COMPANY OF AMERICA (collectively the "Investors").

WHEREAS each of the parties named above (except the Builder) have entered into a Participation Agreement dated as of February 1, 1979 (the "Participation Agreement");

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of February 1, 1979

(the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877 and 10877A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment") and the Lessee has consented thereto pursuant to a Consent and Agreement (the "Consent", and the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement collectively the "Basic Agreements");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877B and 10877C, respectively; and

WHEREAS the Investors and the Owner have agreed to finance the acquisition of additional railroad locomotive equipment on the same terms and conditions as those set forth in the Participation Agreement and its Exhibits and Schedules, except to the extent amended hereby;

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

1. Schedule A to the Participation Agreement is hereby deleted and Exhibit A hereto substituted therefor.
2. Annex B to the CSA is hereby deleted and Exhibit B hereto substituted therefor. The units of railroad equipment added to said Annex B by this Amendment Agreement are hereinafter collectively called the "Additional Equipment".
3. Schedule A to the Lease is hereby deleted and Exhibit C hereto substituted therefor.
4. The Maximum Purchase Price referred to in Item 5 of Annex A to the CSA is hereby amended to read "\$26,535,000" and the Maximum CSA Indebtedness referred to in Item 6 of said Annex A is hereby amended to read "\$17,243,001".
5. The number 226 in Article 15(g) of the CSA, in the second paragraph of § 4 of the Lease and in the second paragraph of § 12 of the Lease is hereby deleted and the number 214 substituted therefor.
6. The number \$7,112,135 in the first paragraph of Section 1.03 of the Trust Agreement is hereby deleted and \$9,291,999 substituted therefor.
7. None of the units of Additional Equipment shall

be delivered by the Builder under the CSA prior to satisfaction of all of the conditions set forth in Paragraphs 7 and 8 of the Participation Agreement in like manner as if the First Delivery Date had not occurred thereunder and each reference therein to any agreement amended hereby shall be deemed to mean such agreement, as amended hereby (all opinions and certificates delivered pursuant thereto to make appropriate reference to this Amendment Agreement), and until the Builder shall have been so notified by the Agent and the Trustee.

8. Each party hereto hereby approves of and consents to the amendments effected hereby. The Investors hereby instruct the Agent, and the Owner hereby instructs the Trustee, to execute and deliver this Amendment Agreement.

9. References in any of the Basic Agreements to the Participation Agreement, the CSA, the Lease or the Trust Agreement are hereby amended to refer to such instrument, as amended hereby, and references in any of the Basic Agreements to the Lease Assignment, the CSA Assignment or the Consent are hereby amended accordingly.

10. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement shall remain unaltered and in full force and effect. The parties to each of the CSA, the Lease, the Lease Assignment and the CSA Assign-

ment hereby restate and confirm each said agreement, as amended hereby, and the assignments and security interests created or provided for in said agreements, as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

12. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart, which shall be effective upon delivery to Messrs. Cravath, Swaine & Moore at their offices in New York City.

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.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as Trustee,

by *Richard B. Bickard*
Authorized Officer

[Corporate Seal]

Attest:

John R. [Signature]
Authorized Officer

CONSOLIDATED RAIL CORPORATION,

by

Assistant Treasurer-
Financing & Collections

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant 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

GENERAL ELECTRIC CREDIT CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

by _____

Vice President

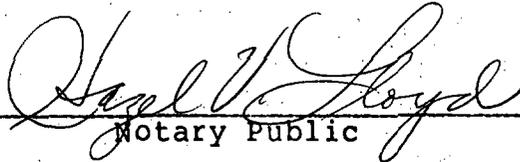
COMMONWEALTH LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY OF AMERICA,

by _____

Vice President

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of November 1979, before me personally appeared *Fushia B. Eilers* , to me personally known, who being by me duly sworn, says that she is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said association and that said instrument was signed and sealed on behalf of said association 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 association.



Notary Public

[Notarial Seal]

My Commission Expires *6-10-80*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he 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 PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Assistant Treasurer-Financing & Collections of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he 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.:
CITY OF BALTIMORE,)

On this day of November 1979, before me personally appeared , 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 seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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

SCHEDULE A TO PARTICIPATION AGREEMENT

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
The Prudential Insurance Company of America, Prudential Plaza, Newark, New Jersey 07101	October 12, 1979 October 23, 1979 November 7, 1979 November 21, 1979 December 19, 1979 December 27, 1979	\$2,030,441 3,045,662 4,394,041 2,696,757 2,030,441 1,445,659
Attention of Vice President in charge of Corporate Finance Department		
Payments by bank wire transfer for the credit of its Account No. 826-00-027 in Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, N.Y. 10005		
In case of all other communications, the first address set forth above.		
Commonwealth Life Insurance Company In care of Capital Holding Corporation Post Office Box 32830 Louisville, Kentucky 40232	December 27, 1979	1,500,000
Attention: Securities Department		
All payments of principal and interest on above to: Attention: Securities Department Commonwealth Life Insurance Company Commonwealth Building Post Office Box 32800 Louisville, Kentucky 40232		

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
Home Life Insurance Company of America In care of Capital Holding Corporation, P. O. Box 32830, Louisville, Kentucky 40232	December 27, 1979	\$ <u>100,000</u>
Attention of Securities Department		
All payments of principal and interest to Home Life Insurance Company of America, 601 New Hampshire Avenue, N.W., Washington, D.C., 20048. Attention of Treasurer's Department.		<u>\$17,243,001</u>

Annex B

to

Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	81063	La Grange Illinois	51	CR 1615- CR 1639 CR 1671- CR 1684, CR 1640- CR 1651.	\$520,530 (with respect to CR1615-1639 and CR1671-1684) \$518,240 (with respect to CR1640-1651)	\$26,519,550	October-December, 1979, f.o.b., McCook, Illinois

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	General Motors Corporation (Electro-Motive Division)	51	CR 1615- CR 1639, CR 1671- CR 1684, CR 1640- CR 1651.

AMENDMENT AGREEMENT dated as of October 22, 1979, among the FIRST SECURITY BANK OF UTAH, N.A., acting as Trustee (the "Trustee") under a Trust Agreement dated as of February 1, 1979 (the "Trust Agreement"), with the Owner referred to below, GENERAL ELECTRIC CREDIT CORPORATION (the "Owner"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (the "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for the Investors referred to below, CONSOLIDATED RAIL CORPORATION (the "Lessee"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, COMMONWEALTH LIFE INSURANCE COMPANY AND HOME LIFE INSURANCE COMPANY OF AMERICA (collectively the "Investors").

WHEREAS each of the parties named above (except the Builder) have entered into a Participation Agreement dated as of February 1, 1979 (the "Participation Agreement");

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of February 1, 1979

(the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877 and 10877A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment") and the Lessee has consented thereto pursuant to a Consent and Agreement (the "Consent", and the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement collectively the "Basic Agreements");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877B and 10877C, respectively; and

WHEREAS the Investors and the Owner have agreed to finance the acquisition of additional railroad locomotive equipment on the same terms and conditions as those set forth in the Participation Agreement and its Exhibits and Schedules, except to the extent amended hereby;

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

1. Schedule A to the Participation Agreement is hereby deleted and Exhibit A hereto substituted therefor.
2. Annex B to the CSA is hereby deleted and Exhibit B hereto substituted therefor. The units of railroad equipment added to said Annex B by this Amendment Agreement are hereinafter collectively called the "Additional Equipment".
3. Schedule A to the Lease is hereby deleted and Exhibit C hereto substituted therefor.
4. The Maximum Purchase Price referred to in Item 5 of Annex A to the CSA is hereby amended to read "\$26,535,000" and the Maximum CSA Indebtedness referred to in Item 6 of said Annex A is hereby amended to read "\$17,243,001".
5. The number 226 in Article 15(g) of the CSA, in the second paragraph of § 4 of the Lease and in the second paragraph of § 12 of the Lease is hereby deleted and the number 214 substituted therefor.
6. The number \$7,112,135 in the first paragraph of Section 1.03 of the Trust Agreement is hereby deleted and \$9,291,999 substituted therefor.
7. None of the units of Additional Equipment shall

be delivered by the Builder under the CSA prior to satisfaction of all of the conditions set forth in Paragraphs 7 and 8 of the Participation Agreement in like manner as if the First Delivery Date had not occurred thereunder and each reference therein to any agreement amended hereby shall be deemed to mean such agreement, as amended hereby (all opinions and certificates delivered pursuant thereto to make appropriate reference to this Amendment Agreement), and until the Builder shall have been so notified by the Agent and the Trustee.

8. Each party hereto hereby approves of and consents to the amendments effected hereby. The Investors hereby instruct the Agent, and the Owner hereby instructs the Trustee, to execute and deliver this Amendment Agreement.

9. References in any of the Basic Agreements to the Participation Agreement, the CSA, the Lease or the Trust Agreement are hereby amended to refer to such instrument, as amended hereby, and references in any of the Basic Agreements to the Lease Assignment, the CSA Assignment or the Consent are hereby amended accordingly.

10. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement shall remain unaltered and in full force and effect. The parties to each of the CSA, the Lease, the Lease Assignment and the CSA Assign-

ment hereby restate and confirm each said agreement, as amended hereby, and the assignments and security interests created or provided for in said agreements, as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

12. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart, which shall be effective upon delivery to Messrs. Cravath, Swaine & Moore at their offices in New York City.

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.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

CONSOLIDATED RAIL CORPORATION,

by

Assistant Treasurer-
Financing & Collections

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

F. H. Smith
Vice President

[Corporate Seal]

Attest:

Carlyle J. Tompkins
Assistant 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

GENERAL ELECTRIC CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

by

Vice President

COMMONWEALTH LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY OF AMERICA,

by

Vice President

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this _____ day of November 1979, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said association and that said instrument was signed and sealed on behalf of said association 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 association.

Notary Public

[Notarial Seal]

My Commission Expires _____

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 2nd day of November 1979, before me personally appeared H. L. Smith, to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Norine E. Dillon
Notary Public

[Notarial Seal]

My Commission Expires _____

NORINE E. DILLON
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires May 24, 1980

STATE OF PENNSYLVANIA,)
) ss.:
 COUNTY OF PHILADELPHIA,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Assistant Treasurer-Financing & Collections of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he 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.:
 CITY OF BALTIMORE,)

On this day of November 1979, before me personally appeared , 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 seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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

SCHEDULE A TO PARTICIPATION AGREEMENT

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
The Prudential Insurance Company of America, Prudential Plaza, Newark, New Jersey 07101	October 12, 1979	\$2,030,441
	October 23, 1979	3,045,662
	November 7, 1979	4,394,041
	November 21, 1979	2,696,757
	December 19, 1979	2,030,441
	December 27, 1979	1,445,659
Attention of Vice President in charge of Corporate Finance Department		

Payments by bank wire
transfer for the credit of
its Account No. 826-00-027
in Morgan Guaranty Trust
Company of New York, 23 Wall
Street, New York, N.Y. 10005

In case of all other communica-
tions, the first address set
forth above.

Commonwealth Life Insurance Company In care of Capital Holding Corporation Post Office Box 32830 Louisville, Kentucky 40232	December 27, 1979	1,500,000
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Attention: Securities Department

All payments of principal
and interest on above to:
Attention: Securities
Department
Commonwealth Life Insurance
Company
Commonwealth Building
Post Office Box 32800
Louisville, Kentucky 40232

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
Home Life Insurance Company of America In care of Capital Holding Corporation, P. O. Box 32830, Louisville, Kentucky 40232	December 27, 1979	\$ <u>100,000</u>
Attention of Securities Department		
All payments of principal and interest to Home Life Insurance Company of America, 601 New Hampshire Avenue, N.W., Washington, D.C., 20048. Attention of Treasurer's Department.		<u>\$17,243,001</u>

Annex B

to

Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	81063	La Grange Illinois	51	CR 1615- CR 1639 CR 1671- CR 1684, CR 1640- CR 1651.	\$520,530 (with respect to CR1615-1639 and CR1671-1684) \$518,240 (with respect to CR1640-1651)	\$26,519,550	October-December, 1979, f.o.b., McCook, Illinois

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	General Motors Corporation (Electro-Motive Division)	51	CR 1615- CR 1639, CR 1671- CR 1684, CR 1640- CR 1651.

AMENDMENT AGREEMENT dated as of October 22, 1979, among the FIRST SECURITY BANK OF UTAH, N.A., acting as Trustee (the "Trustee") under a Trust Agreement dated as of February 1, 1979 (the "Trust Agreement"), with the Owner referred to below, GENERAL ELECTRIC CREDIT CORPORATION (the "Owner"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (the "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for the Investors referred to below, CONSOLIDATED RAIL CORPORATION (the "Lessee"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, COMMONWEALTH LIFE INSURANCE COMPANY AND HOME LIFE INSURANCE COMPANY OF AMERICA (collectively the "Investors").

WHEREAS each of the parties named above (except the Builder) have entered into a Participation Agreement dated as of February 1, 1979 (the "Participation Agreement");

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of February 1, 1979

(the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877 and 10877A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment") and the Lessee has consented thereto pursuant to a Consent and Agreement (the "Consent", and the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement collectively the "Basic Agreements");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877B and 10877C, respectively; and

WHEREAS the Investors and the Owner have agreed to finance the acquisition of additional railroad locomotive equipment on the same terms and conditions as those set forth in the Participation Agreement and its Exhibits and Schedules, except to the extent amended hereby;

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

1. Schedule A to the Participation Agreement is hereby deleted and Exhibit A hereto substituted therefor.

2. Annex B to the CSA is hereby deleted and Exhibit B hereto substituted therefor. The units of railroad equipment added to said Annex B by this Amendment Agreement are hereinafter collectively called the "Additional Equipment".

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

4. The Maximum Purchase Price referred to in Item 5 of Annex A to the CSA is hereby amended to read "\$26,535,000" and the Maximum CSA Indebtedness referred to in Item 6 of said Annex A is hereby amended to read "\$17,243,001".

5. The number 226 in Article 15(g) of the CSA, in the second paragraph of § 4 of the Lease and in the second paragraph of § 12 of the Lease is hereby deleted and the number 214 substituted therefor.

6. The number \$7,112,135 in the first paragraph of Section 1.03 of the Trust Agreement is hereby deleted and \$9,291,999 substituted therefor.

7. None of the units of Additional Equipment shall

be delivered by the Builder under the CSA prior to satisfaction of all of the conditions set forth in Paragraphs 7 and 8 of the Participation Agreement in like manner as if the First Delivery Date had not occurred thereunder and each reference therein to any agreement amended hereby shall be deemed to mean such agreement, as amended hereby (all opinions and certificates delivered pursuant thereto to make appropriate reference to this Amendment Agreement), and until the Builder shall have been so notified by the Agent and the Trustee.

8. Each party hereto hereby approves of and consents to the amendments effected hereby. The Investors hereby instruct the Agent, and the Owner hereby instructs the Trustee, to execute and deliver this Amendment Agreement.

9. References in any of the Basic Agreements to the Participation Agreement, the CSA, the Lease or the Trust Agreement are hereby amended to refer to such instrument, as amended hereby, and references in any of the Basic Agreements to the Lease Assignment, the CSA Assignment or the Consent are hereby amended accordingly.

10. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement shall remain unaltered and in full force and effect. The parties to each of the CSA, the Lease, the Lease Assignment and the CSA Assign-

ment hereby restate and confirm each said agreement, as amended hereby, and the assignments and security interests created or provided for in said agreements, as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

12. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart, which shall be effective upon delivery to Messrs. Cravath, Swaine & Moore at their offices in New York City.

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.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as Trustee,

by

Authorized Officer

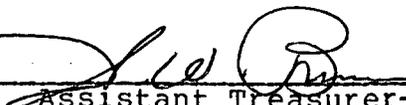
[Corporate Seal]

Attest:

Authorized Officer

CONSOLIDATED RAIL CORPORATION,

by



Assistant Treasurer-
Financing & Collections

[Corporate Seal]

Attest:



Assistant Secretary

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant 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

GENERAL ELECTRIC CREDIT CORPORATION,

by

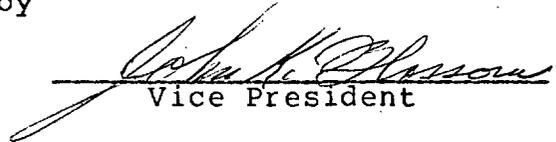
[Corporate Seal]

Attest:

Authorized Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

by



Vice President

COMMONWEALTH LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY OF AMERICA,

by

Vice President

New York
STATE OF PENNSYLVANIA,)
New York) ss.:
COUNTY OF PHILADELPHIA,)

On this 1 day of November 1979, before me personally appeared *H.W. Brown*, to me personally known, who being by me duly sworn, says that he is Assistant Treasurer-Financing & Collections of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Leone P. Wollenberg

Notary Public

[Notarial seal]

My Commission Expires

LEONE P. WOLLENBERG
NOTARY PUBLIC, State of New York
No. 31-4041079
Qualified in New York County
Commission Expires March 30, 1981

New York
STATE OF MARYLAND,)
New York) ss.:
CITY OF BALTIMORE,)

On this 1st day of November 1979, before me personally appeared *PETER SHREFFLER*, 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 seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Leone P. Wollenberg

Notary Public

[Notarial Seal]

My Commission Expires

LEONE P. WOLLENBERG
NOTARY PUBLIC, State of New York
No. 31-4041079
Qualified in New York County
Commission Expires March 30, 1981

SCHEDULE A TO PARTICIPATION AGREEMENT

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
The Prudential Insurance Company of America, Prudential Plaza, Newark, New Jersey 07101 Attention of Vice President in charge of Corporate Finance Department	October 12, 1979	\$2,030,441
	October 23, 1979	3,045,662
	November 7, 1979	4,394,041
	November 21, 1979	2,696,757
	December 19, 1979	2,030,441
	December 27, 1979	1,445,659

Payments by bank wire
transfer for the credit of
its Account No. 826-00-027
in Morgan Guaranty Trust
Company of New York, 23 Wall
Street, New York, N.Y. 10005

In case of all other communica-
tions, the first address set
forth above.

Commonwealth Life Insurance Company In care of Capital Holding Corporation Post Office Box 32830 Louisville, Kentucky 40232	December 27, 1979	1,500,000
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Attention: Securities Department

All payments of principal
and interest on above to:
Attention: Securities
Department
Commonwealth Life Insurance
Company
Commonwealth Building
Post Office Box 32800
Louisville, Kentucky 40232

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
Home Life Insurance Company of America In care of Capital Holding Corporation, P. O. Box 32830, Louisville, Kentucky 40232	December 27, 1979	\$ <u>100,000</u>

Attention of Securities Department

All payments of principal and interest to Home Life Insurance Company of America, 601 New Hampshire Avenue, N.W., Washington, D.C., 20048. Attention of Treasurer's Department.	<u>\$17,243,001</u>
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Annex B
to

Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	81063	La Grange Illinois	51	CR 1615-1639 CR 1671-1684 CR 1640-1651.	\$520,530 (with respect to CR1615-1639 and CR1671-1684) \$518,240 (with respect to CR1640-1651)	\$26,519,550	October-December, 1979, f.o.b., McCook, Illinois

EXHIBIT B.

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	General Motors Corporation (Electro-Motive Division)	51	CR 1615- CR 1639, CR 1671- CR 1684, CR 1640- CR 1651.

AMENDMENT AGREEMENT dated as of October 22, 1979, among the FIRST SECURITY BANK OF UTAH, N.A., acting as Trustee (the "Trustee") under a Trust Agreement dated as of February 1, 1979 (the "Trust Agreement"), with the Owner referred to below, GENERAL ELECTRIC CREDIT CORPORATION (the "Owner"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (the "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for the Investors referred to below, CONSOLIDATED RAIL CORPORATION (the "Lessee"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, COMMONWEALTH LIFE INSURANCE COMPANY AND HOME LIFE INSURANCE COMPANY OF AMERICA (collectively the "Investors").

WHEREAS each of the parties named above (except the Builder) have entered into a Participation Agreement dated as of February 1, 1979 (the "Participation Agreement");

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the ("CSA"));

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of February 1, 1979

(the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877 and 10877A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment") and the Lessee has consented thereto pursuant to a Consent and Agreement (the "Consent", and the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement collectively the "Basic Agreements");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877B and 10877C, respectively; and

WHEREAS the Investors and the Owner have agreed to finance the acquisition of additional railroad locomotive equipment on the same terms and conditions as those set forth in the Participation Agreement and its Exhibits and Schedules, except to the extent amended hereby;

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

1. Schedule A to the Participation Agreement is hereby deleted and Exhibit A hereto substituted therefor.

2. Annex B to the CSA is hereby deleted and Exhibit B hereto substituted therefor. The units of railroad equipment added to said Annex B by this Amendment Agreement are hereinafter collectively called the "Additional Equipment".

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

4. The Maximum Purchase Price referred to in Item 5 of Annex A to the CSA is hereby amended to read "\$26,535,000" and the Maximum CSA Indebtedness referred to in Item 6 of said Annex A is hereby amended to read "\$17,243,001".

5. The number 226 in Article 15(g) of the CSA, in the second paragraph of § 4 of the Lease and in the second paragraph of § 12 of the Lease is hereby deleted and the number 214 substituted therefor.

6. The number \$7,112,135 in the first paragraph of Section 1.03 of the Trust Agreement is hereby deleted and \$9,291,999 substituted therefor.

7. None of the units of Additional Equipment shall

be delivered by the Builder under the CSA prior to satisfaction of all of the conditions set forth in Paragraphs 7 and 8 of the Participation Agreement in like manner as if the First Delivery Date had not occurred thereunder and each reference therein to any agreement amended hereby shall be deemed to mean such agreement, as amended hereby (all opinions and certificates delivered pursuant thereto to make appropriate reference to this Amendment Agreement), and until the Builder shall have been so notified by the Agent and the Trustee.

8. Each party hereto hereby approves of and consents to the amendments effected hereby. The Investors hereby instruct the Agent, and the Owner hereby instructs the Trustee, to execute and deliver this Amendment Agreement.

9. References in any of the Basic Agreements to the Participation Agreement, the CSA, the Lease or the Trust Agreement are hereby amended to refer to such instrument, as amended hereby, and references in any of the Basic Agreements to the Lease Assignment, the CSA Assignment or the Consent are hereby amended accordingly.

10. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement shall remain unaltered and in full force and effect. The parties to each of the CSA, the Lease, the Lease Assignment and the CSA Assign-

ment hereby restate and confirm each said agreement, as amended hereby, and the assignments and security interests created or provided for in said agreements, as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

12. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart, which shall be effective upon delivery to Messrs. Cravath, Swaine & Moore at their offices in New York City.

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.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

CONSOLIDATED RAIL CORPORATION,

by

Assistant Treasurer-
Financing & Collections

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant 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

GENERAL ELECTRIC CREDIT CORPORATION,

by M. J. Kelly

[Corporate Seal]

Attest:

R. J. [Signature]
Authorized Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

by

Vice President

COMMONWEALTH LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY OF AMERICA,

by

Vice President

STATE OF PENNSYLVANIA,)
) ss.:
 COUNTY OF PHILADELPHIA,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Assistant Treasurer-Financing & Collections of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he 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.:
 CITY OF BALTIMORE,)

On this day of November 1979, before me personally appeared , 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 seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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

SCHEDULE A TO PARTICIPATION AGREEMENT

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
The Prudential Insurance Company of America, Prudential Plaza, Newark, New Jersey 07101 Attention of Vice President in charge of Corporate Finance Department	October 12, 1979	\$2,030,441
	October 23, 1979	3,045,662
	November 7, 1979	4,394,041
	November 21, 1979	2,696,757
	December 19, 1979	2,030,441
	December 27, 1979	1,445,659

Payments by bank wire
transfer for the credit of
its Account No. 826-00-027
in Morgan Guaranty Trust
Company of New York, 23 Wall
Street, New York, N.Y. 10005

In case of all other communica-
tions, the first address set
forth above.

Commonwealth Life Insurance Company In care of Capital Holding Corporation Post Office Box 32830 Louisville, Kentucky 40232	December 27, 1979	1,500,000
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Attention: Securities Department

All payments of principal
and interest on above to:
Attention: Securities
Department
Commonwealth Life Insurance
Company
Commonwealth Building
Post Office Box 32800
Louisville, Kentucky 40232

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
Home Life Insurance Company of America In care of Capital Holding Corporation, P. O. Box 32830, Louisville, Kentucky 40232	December 27, 1979	\$ <u>100,000</u>
Attention of Securities Department		
All payments of principal and interest to Home Life Insurance Company of America, 601 New Hampshire Avenue, N.W., Washington, D.C., 20048. Attention of Treasurer's Department.		<u>\$17,243,001</u>

Annex B

to

Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	81063	La Grange Illinois	51	CR 1615-1639 CR 1671-1684 CR 1640-1651.	\$520,530 (with respect to CR1615-1639 and CR1671-1684) \$518,240 (with respect to CR1640-1651)	\$26,519,550	October-December, 1979, f.o.b., McCook, Illinois

EXHIBIT C

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	General Motors Corporation (Electro-Motive Division)	51	CR 1615- CR 1639, CR 1671- CR 1684, CR 1640- CR 1651.

AMENDMENT AGREEMENT dated as of October 22, 1979, among the FIRST SECURITY BANK OF UTAH, N.A., acting as Trustee (the "Trustee") under a Trust Agreement dated as of February 1, 1979 (the "Trust Agreement"), with the Owner referred to below, GENERAL ELECTRIC CREDIT CORPORATION (the "Owner"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (the "Builder"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for the Investors referred to below, CONSOLIDATED RAIL CORPORATION (the "Lessee"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, COMMONWEALTH LIFE INSURANCE COMPANY AND HOME LIFE INSURANCE COMPANY OF AMERICA (collectively the "Investors").

WHEREAS each of the parties named above (except the Builder) have entered into a Participation Agreement dated as of February 1, 1979 (the "Participation Agreement");

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1979 (the "CSA");

WHEREAS the Builder and the Agent have entered into an Agreement and Assignment dated as of February 1, 1979

(the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877 and 10877A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1979 (the "Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1979 (the "Lease Assignment") and the Lessee has consented thereto pursuant to a Consent and Agreement (the "Consent", and the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement collectively the "Basic Agreements");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 11, 1979, and were assigned recordation numbers 10877B and 10877C, respectively; and

WHEREAS the Investors and the Owner have agreed to finance the acquisition of additional railroad locomotive equipment on the same terms and conditions as those set forth in the Participation Agreement and its Exhibits and Schedules, except to the extent amended hereby;

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

1. Schedule A to the Participation Agreement is hereby deleted and Exhibit A hereto substituted therefor.

2. Annex B to the CSA is hereby deleted and Exhibit B hereto substituted therefor. The units of railroad equipment added to said Annex B by this Amendment Agreement are hereinafter collectively called the "Additional Equipment".

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

4. The Maximum Purchase Price referred to in Item 5 of Annex A to the CSA is hereby amended to read "\$26,535,000" and the Maximum CSA Indebtedness referred to in Item 6 of said Annex A is hereby amended to read "\$17,243,001".

5. The number 226 in Article 15(g) of the CSA, in the second paragraph of § 4 of the Lease and in the second paragraph of § 12 of the Lease is hereby deleted and the number 214 substituted therefor.

6. The number \$7,112,135 in the first paragraph of Section 1.03 of the Trust Agreement is hereby deleted and \$9,291,999 substituted therefor.

7. None of the units of Additional Equipment shall

be delivered by the Builder under the CSA prior to satisfaction of all of the conditions set forth in Paragraphs 7 and 8 of the Participation Agreement in like manner as if the First Delivery Date had not occurred thereunder and each reference therein to any agreement amended hereby shall be deemed to mean such agreement, as amended hereby (all opinions and certificates delivered pursuant thereto to make appropriate reference to this Amendment Agreement), and until the Builder shall have been so notified by the Agent and the Trustee.

8. Each party hereto hereby approves of and consents to the amendments effected hereby. The Investors hereby instruct the Agent, and the Owner hereby instructs the Trustee, to execute and deliver this Amendment Agreement.

9. References in any of the Basic Agreements to the Participation Agreement, the CSA, the Lease or the Trust Agreement are hereby amended to refer to such instrument, as amended hereby, and references in any of the Basic Agreements to the Lease Assignment, the CSA Assignment or the Consent are hereby amended accordingly.

10. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Lease Assignment, the CSA Assignment, the Consent and the Trust Agreement shall remain unaltered and in full force and effect. The parties to each of the CSA, the Lease, the Lease Assignment and the CSA Assign-

ment hereby restate and confirm each said agreement, as amended hereby, and the assignments and security interests created or provided for in said agreements, as amended hereby.

11. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

12. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart, which shall be effective upon delivery to Messrs. Cravath, Swaine & Moore at their offices in New York City.

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.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

CONSOLIDATED RAIL CORPORATION,

by

Assistant Treasurer-
Financing & Collections

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant 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

GENERAL ELECTRIC CREDIT CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

by _____

Vice President

COMMONWEALTH LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY OF AMERICA,

by

Stewart L. Chamber

Vice President

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said association and that said instrument was signed and sealed on behalf of said association 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 association.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he 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 PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of November 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Assistant Treasurer-Financing & Collections of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he 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.:
CITY OF BALTIMORE,)

On this day of November 1979, before me personally appeared , 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 seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, 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

SCHEDULE A TO PARTICIPATION AGREEMENT

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
The Prudential Insurance Company of America, Prudential Plaza, Newark, New Jersey 07101 Attention of Vice President in charge of Corporate Finance Department	October 12, 1979	\$2,030,441
	October 23, 1979	3,045,662
	November 7, 1979	4,394,041
	November 21, 1979	2,696,757
	December 19, 1979	2,030,441
	December 27, 1979	1,445,659

Payments by bank wire
transfer for the credit of
its Account No. 826-00-027
in Morgan Guaranty Trust
Company of New York, 23 Wall
Street, New York, N.Y. 10005

In case of all other communica-
tions, the first address set
forth above.

Commonwealth Life Insurance Company In care of Capital Holding Corporation Post Office Box 32830 Louisville, Kentucky 40232	December 27, 1979	1,500,000
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Attention: Securities Department

All payments of principal
and interest on above to:
Attention: Securities
Department
Commonwealth Life Insurance
Company
Commonwealth Building
Post Office Box 32800
Louisville, Kentucky 40232

<u>Investor</u>	<u>Dates of Deposit</u>	<u>Amount of Deposit</u>
Home Life Insurance Company of America In care of Capital Holding Corporation, P. O. Box 32830, Louisville, Kentucky 40232	December 27, 1979	\$ <u>100,000</u>
Attention of Securities Department		
All payments of principal and interest to Home Life Insurance Company of America, 601 New Hampshire Avenue, N.W., Washington, D.C., 20048. Attention of Treasurer's Department.		<u>\$17,243,001</u>

Annex B

to

Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	81063	La Grange Illinois	51	CR 1615-1639 CR 1671-1684 CR 1640-1651.	\$520,530 (with respect to CR1615-1639 and CR1671-1684) \$518,240 (with respect to CR1640-1651)	\$26,519,550	October-December, 1979, f.o.b., McCook, Illinois

EXHIBIT C

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
1,500 h.p. Model GP15-1 Diesel-Electric Locomotives	General Motors Corporation (Electro-Motive Division)	51	CR 1615- CR 1639, CR 1671- CR 1684, CR 1640- CR 1651.