

RECORDATION NO. *8804-Q* Filed & Recorded
NOV 17 1977-9 55 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. *8804-O* Filed & Recorded
NOV 17 1977-9 55 AM
INTERSTATE COMMERCE COMMISSION
UNITED STATES TRUST COMPANY OF NEW YORK
130 John Street
New York, New York

RECORDATION NO. *8804-P* Filed & Recorded
NOV 17 1977-9 55 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. *8804-R* Filed & Recorded
NOVEMBER 16, 1977

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

NOV 17 1977-9 55 AM
INTERSTATE COMMERCE COMMISSION

7-321A020

NOV 17 1977

Dear Sir: NOV 17 1977-9 55 AM

INTERSTATE COMMERCE COMMISSION

Enclosed for filing pursuant to Section 20c of the Interstate Commerce Act are copies of the following documents:

1. Amendment Agreement dated as of April 15, 1977, among Consolidated Rail Corporation, Mellon Bank, N.A., as Agent, United States Trust Company of New York, as Trustee, General Electric Company, General Motors Corporation, General Electric Credit Corporation and J. P. Morgan Interfunding Corp. This agreement relates to the following agreements previously filed with the ICC on July 26, 1977, at 9:40 a.m.:

(a) Conditional Sale Agreement dated as of April 15, 1977, between General Electric Company and United States Trust Company of New York as Trustee under Trust Agreement (A); Recordation No. 8804-F.

(b) Agreement and Assignment dated as of April 15, 1977, between General Electric Company and J. P. Morgan Interfunding Corp.; Recordation No. 8804-G.

(c) Conditional Sale Agreement dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and United States Trust Company of New York, as Trustee under Trust Agreement (A); Recordation No. 8804-H.

(d) Agreement and Assignment dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and J. P. Morgan

Joseph Britton
Conley

NOV 17 1977
FILED

130

Interfunding Corp.; Recordation No. 8804-I.

(e) Supplemental Assignment dated as of April 15, 1977, between J. P. Morgan Interfunding Corp. and Mellon Bank, N.A., as Agent; Recordation No. 8804-J.

(f) Lease of Railroad Equipment dated as of April 15, 1977, between Consolidated Rail Corporation and United States Trust Company of New York, as Trustee under Trust Agreement (A); Recordation No. 8804-K.

(g) Assignment of Lease, Reassignment and Agreement dated as of April 15, 1977, among United States Trust Company of New York, as Trustee under Trust Agreement (A), J. P. Morgan Interfunding Corp. and Mellon Bank, N.A., as Agent; Recordation No. 8804-L.

(h) Conditional Sale Agreement dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and United States Trust Company of New York, as Trustee under Trust Agreement (B); Recordation No. 8863-D.

(i) Agreement and Assignment dated as of April 15, 1977, between General Motors Corporation (Electro-Motive Division) and J. P. Morgan Interfunding Corp. and General Electric Credit Corporation; Recordation No. 8863-E.

(j) Supplemental Assignment dated as of April 15, 1977, between J. P. Morgan Interfunding Corp. and General Electric Credit Corporation and Mellon Bank, N.A., as Agent; Recordation No. 8863-F.

(k) Lease of Railroad Equipment dated as of April 15, 1977, between Consolidated Rail Corporation and United States Trust Company of New York, as Trustee under Trust Agreement (B); Recordation No. 8863-G.

(l) Assignment of Lease, Reassignment and Agreement dated as of April 15, 1977, among

United States Trust Company of New York, as Trustee under Trust Agreement (B), J. P. Morgan Interfunding Corp., General Electric Credit Corporation and Mellon Bank, N.A., as Agent; Recordation No. 8863-H.

(m) Chattel Mortgage dated as of April 15, 1977, between Mellon Bank, N.A., as Agent, and United States Trust Company of New York, as Trustee under Trust Agreement (A) and as Trustee under Trust Agreement (B); Recordation No. 8863-I.

2. Conditional Sale Agreement dated as of April 15, 1977, between General Electric Company and United States Trust Company of New York, as Trustee under Trust Agreement (C).

3. Agreement and Assignment dated as of April 15, 1977, between General Electric Company and Mellon Bank, N.A., as Agent.

4. Lease of Railroad Equipment dated as of April 15, 1977, between Consolidated Rail Corporation and United States Trust Company of New York, as Trustee under Trust Agreement (C).

5. Assignment of Lease and Agreement dated as of April 15, 1977, between United States Trust Company of New York, as Trustee under Trust Agreement (C) and Mellon Bank, N.A., as Agent.

The names and addresses of the parties to the documents listed above are as follows:

1. Vendor-Assignor:
General Motors Corporation (Electro-Motive Division)
LaGrange, Illinois 60525.
2. Vendor-Assignor:
General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531.

3. Purchaser-Vendee-Lessor-Assignor-Mortgagor:
United States Trust Company of New York
130 John Street
New York, N. Y. 10038.
4. Lessee:
Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104.
5. Assignee-Assignor:
J. P. Morgan Interfunding Corp.
37 Wall Street
New York, N. Y. 10015.
6. Assignee-Assignor:
General Electric Credit Corporation
P. O. Box 8300
Stamford, Connecticut 06904.
7. Agent-Vendor-Assignee-Mortgagee:
Mellon Bank, N.A.
Mellon Square
Pittsburgh, Pennsylvania 15230.

The Amendment Agreement mentioned in Item 1 above covers the locomotives set forth in Schedule A hereto. The documents listed in Items 2, 3, 4 and 5 above cover the locomotives set forth in Schedule B hereto. All such locomotives bear the road numbers of Consolidated Rail Corporation shown on such Schedules, and also bear the following legend:

"Ownership subject to Conditional Sale Agreement filed under the Interstate Commerce Act, Section 20c".

Please file and record the documents referred to in this letter and cross-index them under the names of the parties listed above. A check for \$130 is enclosed for payment of the recording fee.

Please return to the delivering messenger the following items:

- (a) All counterparts of the documents referred to in this letter that are not required for filing, stamped with the appropriate recordation number.

(b) A stamped copy of this letter.

(c) Your fee receipt and letter confirming recordation addressed to Gerard P. Ganey, United States Trust Company of New York, New York, N. Y.

Sincerely yours,

UNITED STATES TRUST COMPANY OF
NEW YORK,

by



SCHEDULE A

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|---|---|-----------------|---|
| 2,250 h.p. Model U23-B diesel-electric locomotive | General Electric Commany | 10 | CR 2789-2798 |
| 3,000 h.p. Model C30-7 diesel-electric locomotive | General Electric Company | 10 | CR 6600-6609 |
| 2,250 h.p. Model B23-7 diesel-electric locomotive | General Electric Company | 17 | CR 2800-2816 |
| 3,000 h.p. Model GP40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 33 | CR 3280-3312 |
| 3,000 h.p. Model SD4U-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 32 | CR 6409-6440 |
| 2,000 h.p. Model GP38-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 10 | CR 8163-8172 |
| 3,000 h.p. Model SD40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 51 | CR 6358-6408 |
| 2,000 h.p. Model GP38-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 8 | CR 8173-8180 |

SCHEDULE B

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|--|--------------------------------|-----------------|---|
| 3,000 h.p. Model C30-7 diesel-electric locomotive | General Electric Company | 5 | CR 6605-6609 |
| 2,250 h.p. Model B23-7 diesel-electric locomotive | General Electric Company | 4 | CR 2810, 2814-2816 |

Interstate Commerce Commission
Washington, D.C. 20423

11/17/77

OFFICE OF THE SECRETARY

n
Gerard P. Gancy
U.S. Trust Company of New York
130 John Street
New York, New York 10038

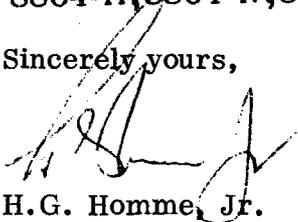
Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 11/17/77 at 9:55am

and assigned recordation number(s) 8804-M, 8804-N, 8804-O, 8804-P & 8804-Q

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. *8809-7* Filed & Recorded

NOV 17 1977-9 55 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (hereinafter called this Agreement) dated as of April 15, 1977, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), MELLON BANK, N.A., a national banking association, as Agent under a Participation Agreement dated as of the date hereof (hereinafter in such capacity called the Agent), UNITED STATES TRUST COMPANY OF NEW YORK, a New York trust company, as Trustee (hereinafter called the Vendee), J.P. MORGAN INTERFUNDING CORP., a Delaware corporation (hereinafter sometimes called Interfunding), GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation (hereinafter sometimes called GECC; Interfunding and GECC being hereinafter sometimes collectively called the Beneficiaries), GENERAL ELECTRIC COMPANY, a New York corporation (hereinafter called GE) and GENERAL MOTORS CORPORATION (Electro-Motive Division), a Delaware corporation (hereinafter called GM).

WHEREAS the Vendee, acting as Trustee under a Trust Agreement (A) (hereinafter called Trust Agreement (A)) dated as of the date hereof with Interfunding, has agreed to purchase certain units of railroad equipment from GE and GM, pursuant to two Conditional Sale Agreements dated as of the date hereof and, acting as Trustee under a Trust Agreement (B) (hereinafter called Trust Agreement (B); Trust Agreement (A) and Trust Agreement (B) being sometimes hereinafter called collectively the Trust Agreements) dated as of the date hereof with Interfunding and GECC, has agreed to purchase certain units of railroad equipment from GM pursuant to a Conditional Sale Agreement dated as of the date hereof (the units of railroad equipment hereinabove referred to are hereinafter called the Equipment, and the Conditional Sale Agreements hereinabove referred to are hereinafter called collectively the Conditional Sale Agreements);

WHEREAS the Lessee is leasing from the Vendee all the units of the Equipment so purchased, or such lesser number of units as are delivered and accepted under the Conditional Sale Agreements, pursuant to two Leases of Railroad Equipment dated as of the date hereof (hereinafter called the Leases) and the Lessee, the Vendee and the Agent have entered into two Maintenance Agreements dated as of the date hereof (hereinafter called the Maintenance Agreements);

WHEREAS the title and interest of each of GE and GM in the Equipment and the Conditional Sale Agreements has been assigned to one or more of the Beneficiaries, pursuant to three Agreement and Assignments dated as of the date hereof (hereinafter called the Builder Assignments) and the Beneficiaries have reassigned such title and interest to the Agent pursuant to two Supplemental Assignments dated as of the date hereof (hereinafter called the Supplemental Assignments), and the Leases have been assigned to the Agent pursuant to two Assignment of Lease, Reassignment and Agreements dated as of the date hereof (hereinafter called the Lease Assignments) and the Lessee has acknowledged and consented thereto pursuant to two Consent and Agreements dated as of the date hereof (hereinafter called the Consents);

WHEREAS each of GE and GM have guaranteed to the Vendee and the Agent certain obligations under the Leases and the Conditional Sale Agreements pursuant to three Guaranty Agreements dated as of the date hereof (hereinafter called the Guaranty Agreements);

WHEREAS, to further secure the obligations of the Vendee under the Conditional Sale Agreements, the Vendee and the Agent have executed a Chattel Mortgage dated as of the date hereof (hereinafter called the Chattel Mortgage);

WHEREAS the Conditional Sale Agreements, the Leases, the Builder Assignments, the Supplemental Assignments, the Lease Assignments, the Consents and the Chattel Mortgage have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Commission, in each case on the date, at the time and bearing the applicable recordation number set forth in Exhibit A hereto;

WHEREAS the Lessee, the Agent, the Vendee, Interfunding, GECC and certain institutional investors (hereinafter called the Investors) have entered into a Participation Agreement dated as of April 15, 1977 (hereinafter called the Participation Agreement), pursuant to Paragraph 20 of which Interfunding is causing the Vendee to enter into an agreement with the Agent and GE to exclude from the Conditional Sale Agreement entered into by the Vendee acting as Trustee under Trust Agreement (A) certain units of Equipment not theretofore accepted by or on behalf of the Vendee which GECC and Interfunding have agreed shall be conditionally

purchased by the Vendee for GECC as sole beneficiary.

WHEREAS as further provided in Paragraph 20 of the Participation Agreement GECC has entered into a trust agreement with the Vendee with respect to such Equipment so being excluded and GECC is causing the Vendee pursuant to such trust agreement to enter into a conditional sale agreement with GE, a chattel mortgage, a lease, a guaranty agreement and such other agreements as are contemplated thereby, all in the forms and with such modification as provided in the Participation Agreement; and

WHEREAS Paragraph 20 of the Participation Agreement provides that if, as a result of the transactions contemplated by said Paragraph, conforming changes shall be necessary in any other agreements contemplated by the Participation Agreement, such agreements may be appropriately modified and no further approval for such modifications shall be required of the Investors to satisfy the provisions of Paragraph 3 of the Participation Agreement with respect to such changes;

NOW, THEREFORE, in consideration of the agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement between the Vendee, acting as Trustee under Trust Agreement (A) (hereinafter called Trustee (A)) and GE, and the Guaranty Agreement and Builder Assignment with respect thereto, are hereinafter sometimes respectively called Conditional Sale Agreement A-1, Guaranty Agreement A-1 and Builder Assignment A-1.

The Conditional Sale Agreement between Trustee (A) and GM and the Guaranty Agreement and Builder Assignment with respect thereto, are hereinafter sometimes respectively called Conditional Sale Agreement A-2, Guaranty Agreement A-2 and Builder Assignment A-2.

The Supplemental Assignment with respect to Conditional Sale Agreement A-1 and Conditional Sale Agreement A-2 is hereinafter sometimes called Supplemental Assignment A.

The Conditional Sale Agreement between the Vendee, acting as Trustee under Trust Agreement (B) (hereinafter

called Trustee (B)) and GM, and the Guaranty Agreement, Builder Assignment and Supplemental Assignment with respect thereto, are hereinafter sometimes respectively called Conditional Sale Agreement B, Guaranty Agreement B, Builder Assignment B and Supplemental Assignment B.

The Lease between Trustee (A) and the Lessee and the Lease Assignment and Consent with respect thereto are hereinafter sometimes respectively called Lease (A), Lease Assignment A and Consent (A).

The Lease between Trustee (B) and the Lessee and the Lease Assignment and Consent with respect thereto are hereinafter sometimes respectively called Lease (B), Lease Assignment B and Consent (B).

2. Conditional Sale Agreement A-1 is hereby amended as follows:

(a) Clause (i) of each of the first and third sentences of the fourth paragraph of Article 4 thereof is hereby deleted and there is substituted therefor the following:

"(i) the last Closing Date under this and the two other Conditional Sale Agreements referred to in the preamble to the Participation Agreement and the conditional sale agreement contemplated by Paragraph 20 of the Participation Agreement and".

(b) The amount "\$19,039,469.43" is hereby deleted from Item 5 of Annex A thereto and there is substituted therefor the amount "\$14,074,151.43".

(c) The amount "\$12,756,444.52" is hereby deleted from Item 6 of Annex A thereto and there is substituted therefor the amount "\$9,429,681.46".

(d) Annex B thereto is hereby deleted therefrom in its entirety and there is substituted therefor a new Annex B reading as set forth in Exhibit B to this Agreement.

3. Builder Assignment A-1 and Supplemental Assignment A are hereby amended to the extent necessary to give effect to the foregoing amendments to Conditional Sale Agreement A-1.

4. Conditional Sale Agreement A-2 is hereby amended by deleting therefrom clause (i) of each of the first and third sentences of the fourth paragraph of Article 4 thereof and substituting therefor the following:

"(i) the last Closing Date under this and the two other Conditional Sale Agreements referred to in the preamble to the Participation Agreement and the conditional sale agreement contemplated by Paragraph 20 of the Participation Agreement and".

5. Builder Assignment A-2 and Supplemental Assignment A are hereby amended to the extent necessary to give effect to the foregoing amendment to Conditional Sale Agreement A-2.

6. Lease (A) is hereby amended as follows:

(a) Clause (ii) of the first sentence of the first paragraph of § 3 thereof is hereby deleted and there is substituted therefor the following:

"(ii) on the earlier of (x) the last Closing Date (under and as defined in the Security Documentation and the two other Conditional Sale Agreements referred to in the preamble to the Participation Agreement and the conditional sale agreement contemplated by Paragraph 20 of the Participation Agreement) and (y) December 15, 1977 (such date being hereinafter called the Basic Rent Commencement Date), and";

(b) Clause (G) of the first paragraph of § 10 thereof is hereby deleted and there is substituted therefor the following:

"(G) an Event of Default shall occur under either (i) the Lease of Railroad Equipment dated as of the date hereof between the Lessee and United States Trust Company of New York, as Trustee under a Trust Agreement (B) dated as of the date hereof with J.P. Morgan Interfunding Corp. and General Electric Credit Corporation, or (ii) the Lease of Railroad Equipment dated as of the date hereof between the Lessee and United States Trust Company of New York, as Trustee under a Trust Agreement (C) dated as of the date hereof with General Electric Credit Corporation; or";

(c) Schedule A thereto is hereby deleted therefrom in its entirety and there is substituted therefor a new Schedule A reading as set forth in Exhibit C to this Agreement.

7. Lease Assignment (A) and Consent (A) are each hereby amended to the extent necessary to give effect to the foregoing amendments to Lease (A).

8. Conditional Sale Agreement B is hereby amended by deleting therefrom clause (i) of each of the first and third sentences of the fourth paragraph of Article 4 thereof and substituting therefor the following:

"(i) the last Closing Date under this and the two other Conditional Sale Agreements referred to in the preamble to the Participation Agreement and the conditional sale agreement contemplated by Paragraph 20 of the Participation Agreement and".

9. Builder Assignment B and Supplemental Assignment B are hereby amended to the extent necessary to give effect to the foregoing amendment to Conditional Sale Agreement B.

10. Lease (B) is hereby amended as follows:

(a) Clause (ii) of the first sentence of the first paragraph of § 3 thereof is hereby deleted and there is substituted therefor the following:

"(ii) on the earlier of (x) the last Closing Date (under and as defined in the Security Documentation and the two other Conditional Sale Agreements referred to in the preamble to the Participation Agreement and the conditional sale agreement contemplated by Paragraph 20 of the Participation Agreement) and (y) December 15, 1977 (such date being hereinafter called the Basic Rent Commencement Date), and";

(b) Clause (G) of the first paragraph of § 10 thereof is hereby deleted and there is substituted therefor the following:

"(G) an Event of Default shall occur under either (i) the Lease of Railroad Equipment dated

as of the date hereof between the Lessee and United States Trust Company of New York, as Trustee under a Trust Agreement (A) dated as of the date hereof with J.P. Morgan Interfunding Corp., or (ii) the Lease of Railroad Equipment dated as of the date hereof between the Lessee and United States Trust Company of New York, as Trustee under a Trust Agreement (C) dated as of the date hereof with General Electric Credit Corporation; or".

11. Lease Assignment (B) and Consent (B) are each hereby amended to the extent necessary to give effect to the foregoing amendments to Lease (B).

12. Guaranty Agreement A-1 is hereby amended as follows:

(a) Subclause (y) of subclause (i) of the first paragraph of Paragraph 4 thereof is hereby deleted and there is substituted therefor the following:

"(y) the three other Conditional Sale Agreements referred to in the Chattel Mortgage, but only to the extent that such Conditional Sale Indebtedness under such three other Conditional Sale Agreements is secured by the Units pursuant to the Chattel Mortgage) and all accrued and unpaid interest thereon, and".

(b) The following words shall be added at the end of the first paragraph of Paragraph 4 thereof immediately after the word "Agreement" and before ".":

"or to United States Trust Company of New York, as trustee, as lessor under the lease contemplated by Paragraph 20 of the Participation Agreement".

All references to the term "Chattel Mortgage" as used in Guaranty Agreement A-1 shall be deemed to refer to the Chattel Mortgage, as amended and restated by this Agreement pursuant to Paragraph 20 of the Participation Agreement.

13. Guaranty Agreement A-2 is hereby amended as follows:

(a) Subclause (y) of subclause (i) of the first paragraph of Paragraph 4 thereof is hereby deleted and

there is substituted therefor the following:

"(y) the three other Conditional Sale Agreements referred to in the Chattel Mortgage but only to the extent that such Conditional Sale Indebtedness under such three other Conditional Sale Agreements is secured by the Units pursuant to the Chattel Mortgage) and all accrued and unpaid interest thereon, and".

(b) The following words shall be added at the end of the first paragraph of Paragraph 4 thereof immediately after the word "Agreement" and before ".":

"or to United States Trust Company of New York, as trustee, as lessor under the lease contemplated by Paragraph 20 of the Participation Agreement".

All references to the term "Chattel Mortgage" as used in Guaranty Agreement A-2 shall be deemed to refer to the Chattel Mortgage, as amended and restated by this Agreement pursuant to Paragraph 20 of the Participation Agreement.

14. Guaranty Agreement B is hereby amended as follows:

(a) Subclause (y) of subclause (i) of the first paragraph of Paragraph 4 thereof is hereby deleted and there is substituted therefor the following:

"(y) the three other Conditional Sale Agreements referred to in the Chattel Mortgage but only to the extent that such Conditional Sale Indebtedness under such three other Conditional Sale Agreements is secured by the Units pursuant to the Chattel Mortgage) and all accrued and unpaid interest thereon, and".

(b) The following words shall be added at the end of the first paragraph of Paragraph 4 thereof immediately after the word "Agreement" and before ".":

"or to United States Trust Company of New York, as trustee, as lessor under the lease contemplated by Paragraph 20 of the Participation Agreement".

All references to the term "Chattel Mortgage" as used in Guaranty Agreement B shall be deemed to refer to the

Chattel Mortgage, as amended and restated by this Agreement pursuant to Paragraph 20 of the Participation Agreement.

15. The Chattel Mortgage is hereby amended and restated in its entirety to read as set forth in Exhibit D hereto, it being understood that United States Trust Company of New York, in its capacity as Trustee under a Trust Agreement (C) dated as of the date hereof with GECC shall be a party to such amended and restated Chattel Mortgage to the same extent as if it had executed and delivered the Chattel Mortgage as originally executed by the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

by Richard T. Fox
Vice President and Treasurer

[Corporate Seal]

Attest: [Signature]
Assistant Secretary

MELLON BANK, N.A.,

by [Signature]
Vice President

[Corporate Seal]

Attest: [Signature]
Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under Trust
Agreement (A), as Trustee under
Trust Agreement (B), and as
Trustee under Trust Agreement
(C) referred to in Paragraph 15
of this Agreement,

by *Gene B. Scocca*
Assistant Vice President

[Corporate Seal]

Attest:

Thomas B. Zaleski
Assistant Secretary

GENERAL ELECTRIC COMPANY,

by *Myrland*
General Manager--Locomotive
Operations

[Corporate Seal]

Attest:

Robert Bauer
Attesting Secretary

GENERAL MOTORS CORPORATION,

by *W. A. Brink*
Vice President

[Corporate Seal]

Attest:

Charles J. ... *Harold J. Smith*
Assistant Secretary Vice President

J.P. MORGAN INTERFUNDING CORP.,

by Homer H. K. Rees
Vice President

[Corporate Seal]

Attest:

Barbara S. Stoker
Authorized Officer

GENERAL ELECTRIC CREDIT CORPORATION,

by Arthur L. Gumpold
Senior Loan Officer

[Corporate Seal]

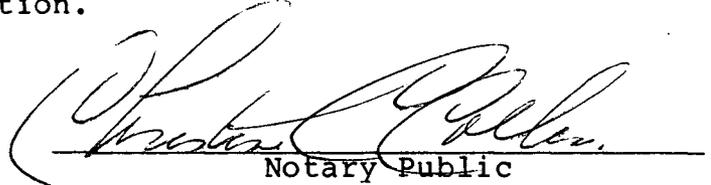
Attest:

William Davis
Assistant Secretary

ATTESTING SECRETARY

STATE OF NEW YORK,)
)
) ss.:
COUNTY OF NEW YORK,)

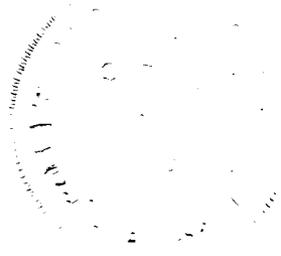
On this ^{2ND} day of November 1977, before me personally appeared IRENE R. SCOCCA, to me personally known, who, being by me duly sworn, says that she is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of ^{Trustees} ~~Directors~~, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1978



STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this *1st* day of November 1977, before me personally appeared *James M. K. Reed*, to me personally known, who, being by me duly sworn, says that he is a *Vice President* of J. P. MORGAN INTERFUNDING CORP., 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.

Veronica C. Miller

Notary Public

[Notarial Seal]

VERONICA C. MILLER
Notary Public, State of New York
No. 30-4501960
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1979

My Commission expires *3-30-79*

EXHIBIT A TO AMENDMENT AGREEMENT

Recordation Data*

| <u>Agreement</u> | <u>Recordation No.</u> |
|--------------------------------|------------------------|
| Conditional Sale Agreement A-1 | 8804-F |
| Builder Assignment A-1 | 8804-G |
| Conditional Sale Agreement A-2 | 8804-H |
| Builder Assignment A-2 | 8804-I |
| Supplemental Assignment A | 8804-J |
| Lease (A) | 8804-K |
| Lease Assignment A and Consent | 8804-L |
| | |
| Conditional Sale Agreement B | 8863-D |
| Builder Assignment B | 8863-E |
| Supplemental Assignment B | 8863-F |
| Lease (B) | 8863-G |
| Lease Assignment B and Consent | 8863-H |
| | |
| Chattel Mortgage | 8863-I |

* All agreements were filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on July 26, 1977, at 10:40 a.m., under the respective recordation numbers set forth above.

EXHIBIT B TO AMENDMENT AGREEMENT

"Annex B
to
Conditional Sale Agreement - K

J
HWR
PT
[Signature]
[Signature]

| <u>Type</u> | <u>Builder's Specifications</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Estimated Time and Place of Delivery</u> |
|--|---|----------------------------|-----------------|---|------------------------|-------------------------|---|
| 2,250 h.p. Model U23-B diesel- electric locomotive | 3530 | Erie, Pennsyl- vania | 10 | CR2789-2798 | \$467,000 | \$4,670,000 | April, May and June 1977 at Erie, Pennsylvania |
| 3,000 h.p. Model C30-7 diesel- electric locomotive | 3390F, as amended by GE Pub. No. GEA 10016 | Erie, Pennsyl- vania | 5 | CR6600-6604, | \$604,000 | \$3,020,000 | July, August and September 1977 at Erie, Pennsylvania |
| 2,250 h.p. Model B23-7 diesel- electric locomotive | 3530, as amended by GE Pub. No. GEA 10016 | Erie, Pennsyl- vania | 13 | CR2800-2809 2811-2813 | \$487,000 | \$6,331,000 | July, August, September and October 1977 at Erie, Pennsylvania" |

EXHIBIT B TO AMENDMENT AGREEMENT

"Annex B
to
Conditional Sale Agreement

| <u>Type</u> | <u>Builder's Specifications</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Estimated Time and Place of Delivery</u> |
|--|---|----------------------------|-----------------|---|------------------------|-------------------------|---|
| 2,250 h.p. Model U23-B diesel- electric locomotive | 3530 | Erie, Pennsyl- vania | 10 | CR2789-2798 | \$467,000 | \$4,670,000 | April, May and June 1977 at Erie, Pennsylvania |
| 3,000 h.p. Model C30-7 diesel- electric locomotive | 3390F, as amended by GE Pub. No. GEA 10016 | Erie, Pennsyl- vania | 5 | CR6600-6601, 6607-6609 | \$604,000 | \$3,020,000 | July, August and September 1977 at Erie, Pennsylvania |
| 2,250 h.p. Model B23-7 diesel- electric locomotive | 3530, as amended by GE Pub. No. GEA 10016 | Erie, Pennsyl- vania | 13 | CR2800-2812 | \$487,000 | \$6,331,000 | July, August, September and October 1977 at Erie, Pennsylvania" |

EXHIBIT C TO AMENDMENT AGREEMENT

"SCHEDULE A TO LEASE

to "K"

[Handwritten signatures and initials]
 Hunt
 RTT
 [Signature]
 [Signature]

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|---|---|-----------------|---|
| 2,250 h.p. Model U23-B diesel-electric locomotive | General Electric Company | 10 | CR 2789-2798 \$ 467,000 each |
| 3,000 h.p. Model C30-7 diesel-electric locomotive | General Electric Company | 5 | CR 6600-6604 \$604,000 each |
| 2,250 h.p. Model B23-7 diesel-electric locomotive | General Electric Company | 13 | CR 2800-2809 2811-2813 \$487,000 each |
| 3,000 h.p. Model GP40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 33 | CR 3280-3312 |
| 3,000 h.p. Model SD40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 32 | CR 6409-6440 |
| 2,000 h.p. Model GP38-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 10 | CR 8163-8172" |

EXHIBIT C TO AMENDMENT AGREEMENT

"SCHEDULE A TO LEASE

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|---|---|-----------------|---|
| 2,250 h.p. Model U23-B diesel-electric locomotive | General Electric Company | 10 | CR 2789-2798 |
| 3,000 h.p. Model C30-7 diesel-electric locomotive | General Electric Company | 5 | CR 6600, 6601, 6607-6609 |
| 2,250 h.p. Model B23-7 diesel-electric locomotive | General Electric Company | 13 | CR 2800-2812 |
| 3,000 h.p. Model GP40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 33 | CR 3280-3312 |
| 3,000 h.p. Model SD40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 32 | CR 6409-6440 |
| 2,000 h.p. Model GP38-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 10 | CR 8163-8172" |

EXHIBIT D
to Amendment Agreement

AMENDED AND RESTATED CHATTEL MORTGAGE
dated as of April 15, 1977, from UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee under a Trust Agreement (A) dated as of the date hereof (hereinafter in such capacity called Mortgagor A) with J. P. Morgan Interfunding Corp., UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee under a Trust Agreement (B) dated as of the date hereof (hereinafter in such capacity called Mortgagor B) with J. P. Morgan Interfunding Corp. and General Electric Credit Corporation, and UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee under a Trust Agreement (C) dated as of the date hereof (hereinafter in such capacity called Mortgagor C) with General Electric Credit Corporation (J. P. Morgan Interfunding Corp. and General Electric Credit Corporation being hereinafter called the Beneficiaries), to MELLON BANK, N.A., as Agent (hereinafter called the Mortgagee) under a Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement) among the Mortgagee, Consolidated Rail

Corporation (hereinafter called the Lessee),
Mortgagor A, Mortgagor B, the Beneficiaries
and the parties named in Schedule A thereto
(hereinafter called the Investors).

WHEREAS Mortgagor A has agreed to purchase certain units of railroad equipment pursuant to a Conditional Sale Agreement dated as of the date hereof with General Electric Company (hereinafter called Conditional Sale Agreement A-1) and a Conditional Sale Agreement dated as of the date hereof with General Motors Corporation (Electro-Motive Division) (hereinafter called Conditional Sale Agreement A-2), Mortgagor B has agreed to purchase certain units of railroad equipment pursuant to a Conditional Sale Agreement dated as of the date hereof with General Motors Corporation (Electro-Motive Division) (hereinafter called Conditional Sale Agreement B) and Mortgagor C is agreeing to purchase certain units of railroad equipment pursuant to a Conditional Sale Agreement dated as of the date hereof with General Electric Company (hereinafter called Conditional Sale Agreement C; Conditional Sale Agreement A-1, Conditional Sale Agreement A-2, Conditional Sale Agreement B and Conditional Sale Agreement C being sometimes hereinafter collectively called the Conditional Sale Agreements and General Electric Company and General Motors Corporation (Electro-Motive Division)

being hereinafter called the Builders);

WHEREAS the interests of the Builders in the Conditional Sale Agreement A-1, Conditional Sale Agreement A-2 and Conditional Sale Agreement B will be assigned to the respective Beneficiaries pursuant to certain Agreement and Assignments dated as of the date hereof (hereinafter called the Builder Assignments) and such interests will be reassigned by the Beneficiaries to the Agent pursuant to two Supplemental Assignments dated as of the date hereof (hereinafter called the Supplemental Assignments), and the interest of General Electric Company in Conditional Sale Agreement C will be assigned by such Builder to the Agent pursuant to an Agreement and Assignment dated as of the date hereof (said Agreement and Assignment of Conditional Sale Agreement C and said Supplemental Assignments being hereinafter collectively called the CSA Assignments);

WHEREAS Mortgagor A and the Lessee are entering into a Lease of Railroad Equipment dated as of the date hereof, providing for the leasing by Mortgagor A to the Lessee of the units purchased by Mortgagor A under Conditional Sale Agreement A-1 and Conditional Sale Agreement A-2, Mortgagor B and the Lessee are entering into a Lease of Railroad Equipment dated as of the date hereof, providing for the leasing by Mortgagor B to the Lessee of

the units purchased by Mortgagor B under Conditional Sale Agreement B and Mortgagor C and the Lessee are entering into a Lease of Railroad Equipment dated as of the date hereof, providing for the leasing by Mortgagor C to the Lessee of the units purchased by Mortgagor C under Conditional Sale Agreement C (such Leases of Railroad Equipment being hereinafter called the Leases);

WHEREAS Mortgagor A, Mortgagor B and Mortgagor C will assign the Leases to the Agent pursuant to two Assignment of Lease, Reassignment and Agreements and one Assignment of Lease and Agreement, each dated as of the date hereof (hereinafter called the Lease Assignments) and the Lessee will consent to the Lease Assignments by executing three Consents and Agreements dated as of the date hereof;

WHEREAS, as an inducement to the Agent to enter into the CSA Assignments and to the Investors to invest in the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreements) pursuant to which Mortgagor A, Mortgagor B and Mortgagor C are financing their purchase of units under the Conditional Sale Agreements, Mortgagor A has agreed to pledge the units purchased under Conditional Sale Agreement A-1 and Conditional Sale Agreement A-2 as further security for the payment of the Conditional Sale Indebtedness and interest thereon under Conditional Sale Agreement

B and Conditional Sale Agreement C, Mortgagor B has agreed to pledge the units purchased under Conditional Sale Agreement B as further security for the payment of the Conditional Sale Indebtedness and interest thereon under Conditional Sale Agreement A-1, Conditional Sale Agreement A-2 and Conditional Sale Agreement C, and Mortgagor C has agreed to pledge the units purchased under Conditional Sale Agreement C as further security for the payment of the Conditional Sale Indebtedness and interest thereon under Conditional Sale Agreement A-1, Conditional Sale Agreement A-2 and Conditional Sale Agreement B; and

WHEREAS the Builders will guarantee to the Mortgagee, Mortgagor A, Mortgagor B and Mortgagor C certain obligations under the Leases and the Conditional Sale Agreements pursuant to four Guaranty Agreements dated as of the date hereof;

NOW, THEREFORE, the parties hereto agree as follows:

Mortgagor A, Mortgagor B and Mortgagor C, for and in consideration of Ten Dollars (\$10), the receipt and sufficiency of which by each is hereby acknowledged, and of the debts and other matters hereinafter mentioned, and in consideration of the execution and delivery of the Conditional Sale Agreements, the CSA Assignments, the Lease Assignments and the Participation Agreement, do hereby grant, sell,

mortgage and convey unto the Mortgagee, its successors and assigns, the units of railroad equipment listed in the attached Schedule A hereto which bear the car numbers of the Lessee as set forth in said Schedule A and which are now or hereafter shall be owned by Mortgagor A, Mortgagor B or Mortgagor C and which are now or hereafter shall be leased by any of them to the Lessee under any of the Leases, together with all accessories, parts, improvements and equipment owned by Mortgagor A, Mortgagor B or Mortgagor C now or hereafter affixed to any of such units (all such units being hereinafter called the Units);

TO HAVE AND TO HOLD the Units unto the Mortgagee, its successors and assigns, to its and their sole use forever;

PROVIDED that each of the Units is granted, mortgaged, sold and conveyed hereunder by Mortgagor A, Mortgagor B or Mortgagor C, as the case may be, to the Mortgagee as security for the performance by Mortgagor A, Mortgagor B and Mortgagor C of all the obligations of any of them to pay the aggregate Conditional Sale Indebtedness and interest thereon under the Conditional Sale Agreements (regardless of whether any part of such aggregate Conditional Sale Indebtedness or interest was incurred by Mortgagor A, Mortgagor B or Mortgagor C) and any and all other sums from

time to time owing by any of them in accordance with the terms and provisions of any of the Conditional Sale Agreements (all such obligations being hereinafter called the Liabilities);

AND PROVIDED FURTHER that, if Mortgagor A, Mortgagor B or Mortgagor C or any of them or their respective successors and assigns shall pay to the Mortgagee, or its successors or assigns, or perform, all the Liabilities, then this Chattel Mortgage shall be void; otherwise this Chattel Mortgage shall remain in full force and effect.

Each of Mortgagor A, Mortgagor B and Mortgagor C hereby respectively represents and warrants to the Agent that the Units owned or to be owned by such Mortgagor are and will be free and clear of all claims, liens and encumbrances by or in favor of any person claiming by, through or under such Mortgagor, except by or in favor of the Lessee pursuant to the Leases, the Mortgagee pursuant to the CSA Assignments and the Mortgagee pursuant to this Chattel Mortgage.

Mortgagor A, Mortgagor B and Mortgagor C hereby covenant and agree that, if there shall occur and be continuing an event of default (as that term is defined in any of the Conditional Sale Agreements), then, and in any such event, the Mortgagee, or its successors or assigns, shall

thereupon have the right (as against Mortgagor A, Mortgagor B and Mortgagor C, their successors and assigns, and to the extent Mortgagor A, Mortgagor B or Mortgagor C, or the successors or assigns of any of them, may have such right) to take immediate possession of the Units, or any portion thereof, and for that purpose may pursue the same wherever any of the Units may be found and may enter any of the premises of the Lessee or of any Mortgagor wherever any of the Units may be located, and the Mortgagee shall have the right to take possession of the Units or any of them, and keep and store the same until sold, or remove and sell and dispose of the same at public or private sale to the extent permitted by law, at one or more sales, as an entirety or in parcels, or in lieu of or in addition to exercising the power of sale hereinabove given, to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the sale of the Units or any of them under the judgment or decree of any court or courts of competent jurisdiction. To the full extent that such Mortgagor may lawfully so do, each of Mortgagor A, Mortgagor B and Mortgagor C agrees that it will not at any time claim the benefit of any stay, extension, appraisalment, redemption

or similar law now or hereafter in force.

The Mortgagee shall not be required to exercise any of its rights or remedies under any of the Conditional Sale Agreements prior to exercising its rights hereunder in respect of any of the Units, regardless of whether such Units are owned by Mortgagor A, Mortgagor B or Mortgagor C.

The Mortgagee shall be entitled to reimbursement from the proceeds of any such sale or foreclosure for all costs and charges incurred by it or its agents or attorneys in taking, removing, keeping, maintaining, storing and selling the Units, including any and all attorneys' fees and other costs and expenses incurred in connection with any such foreclosure or sale. Any surplus remaining after reimbursement for such costs and expenses and after payment of the Liabilities shall be paid to Mortgagor A, Mortgagor B or Mortgagor C, as their interests may appear.

All rights and remedies of the Mortgagee hereunder are cumulative, and no delay on the part of the Mortgagee in the exercise of any such right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Amended and Restated Chattel Mortgage amends

and restates in its entirety the Chattel Mortgage dated as of the date hereof from Mortgagor A and Mortgagor B to the Mortgagee, filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 26, 1977, at 9:40 a.m., recordation number 8863-I. This Amended and Restated Chattel Mortgage shall bind Mortgagor C to the same extent as if it had been a party to said Chattel Mortgage as originally executed.

Except as expressly set forth in any of the Participation Agreement, the Leases, the Lease Assignments, the Conditional Sale Agreements or this Chattel Mortgage, Mortgagor A, Mortgagor B and Mortgagor C have not made any representations or warranties to the Mortgagee or the Investors with respect to the transactions contemplated hereby and none shall be implied.

This Chattel Mortgage shall be governed by the laws of the State of New York, but the parties shall be entitled to the benefits conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, as shall be conferred by the laws of the several jurisdictions in which this Chattel Mortgage shall be filed, recorded or deposited.

IN WITNESS WHEREOF, the parties hereto have exe-

cuted or caused this instrument to be executed all as of
the date first above written.

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under
Trust Agreement (A), as
Trustee under Trust Agreement
(B) and as Trustee under Trust
Agreement (C),

by

Asst. Vice President

[Corporate Seal]

Attest:

Assistant Secretary

MELLON BANK, N.A.,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

SCHEDULE A TO CHATTEL MORTGAGE

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|---|---|-----------------|---|
| 2,250 h.p. Model U23-B diesel-electric locomotive | General Electric Company | 10 | CR 2789-2798 |
| 3,000 h.p. Model C30-7 diesel-electric locomotive | General Electric Company | 10 | CR 6600-6609 |
| 2,250 h.p. Model B23-7 diesel-electric locomotive | General Electric Company | 17 | CR 2800-2816 |
| 3,000 h.p. Model GP40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 33 | CR 3280-3312 |
| 3,000 h.p. Model SD40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 32 | CR 6409-6440 |
| 2,000 h.p. Model GP38-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 10 | CR 8163-8172 |
| 3,000 h.p. Model SD40-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 51 | CR 6358-6408 |
| 2,000 h.p. Model GP38-2 diesel-electric locomotive | General Motors Corporation (Electro-Motive Division) | 8 | CR 8173-8180 |