

MAR 29 1979 - 11 45 PM
INTERSTATE COMMERCE COMMISSION

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

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SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
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GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
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ROBERT ROSENMAN

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ROBERT F. MULLEN
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CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E.C.2

No. 9-088A063

Date MAR 29 1979

Fee \$10.00

ICC Washington, D. C.

March 29, 1979

REC'D
FEE COLLECTION BR.

MAR 29 11 23 AM '79

The Chesapeake and Ohio Railway Company
Lease Financing Dated as of December 1, 1978
Conditional Sale Indebtedness
Due August 2, 1987

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Chesapeake and Ohio Railway Company, for filing and recordation, counterparts of an Amendment and Agreement dated as of March 1, 1979, among the Connecticut Bank and Trust Company, as Trustee, The Chesapeake and Ohio Railway Company and Mercantile Safe Deposit and Trust Company. The Amendment and Agreement amends each of the following documents:

(1) Reconstruction and Conditional Sale Agreement dated as of December 1, 1978, among Mercantile-Safe Deposit and Trust Company, as Agent, The Chesapeake & Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed pursuant to 49 U.S.C. § 11303 on January 17, 1979, under Recordation No. 10026;

(2) Transfer Agreement dated as of December 1, 1978, between Mercantile-Safe Deposit and Trust Company and The Connecticut Bank and Trust Company, as Trustee, filed pursuant to 49 U.S.C. § 11303 on January 17, 1979, under Recordation No. 10026-A;

Counterparts to - W. H. Harrison

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INTERSTATE COMMERCE COMMISSION

(3) (a) Lease of Railroad Equipment dated as of December 1, 1978, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed pursuant to 49 U.S.C. § 11303 on January 17, 1979, under Recordation No. 10026-B;

(b) Assignment of Lease and Agreement dated December 1, 1978, between The Connecticut Bank and Trust Company, as Trustee, and Mercantile-Safe Deposit and Trust Company, filed pursuant to 49 U.S.C. § 11303 on January 17, 1979, under Recordation No. 10026-C; and

(4) Hulk Purchase Agreement dated as of December 1, 1978, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed pursuant to 49 U.S.C. § 11303 on January 17, 1979, under Recordation No. 10026-D.

The addresses of parties to the aforementioned agreements are:

Owner-Trustee-Lessor-Vendee-Buyer

The Connecticut Bank and Trust Company, as Trustee
One Constitution Plaza
Hartford, Connecticut 06115

Builder

The Chesapeake & Ohio Railway Company
Two North Charles Street
Baltimore, Maryland 21201

Lessee-Railroad-Seller

The Chesapeake & Ohio Railway Company
Two North Charles Street
Baltimore, Maryland 21201

Agent-Vendor

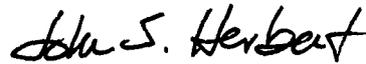
Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
P. O. Box 2258
Baltimore, Maryland 21203

Please file and record the Amendment and Agreement referred to in this letter, and cross-index them under the names of the Owner-Trustee-Lessor-Vendee-Buyer, the Builder, the Lessor-Railroad-Seller and the Agent-Vendor.

The equipment covered by the Amendment and Agreement is listed in Exhibit A attached hereto. Each unit of reconstructed railroad equipment bears the legend "Subject to a Security Agreement filed with the Interstate Commerce Commission".

Enclosed is our check for \$10 for the required recordation fee. Please accept for recordation one counterpart of the enclosed agreement, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



John S. Herbert
As Agent for The Chesapeake
and Ohio Railway Company

H. G. Homme, Esq., Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

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INTERSTATE COMMERCE COMMISSION

Exhibit A

The equipment covered by the Reconstruction and Conditional Sale Agreement, the Transfer Agreement, the Lease and the Hulk Purchase Agreement (collectively called the "original documents"), as each is amended by the Amendment and Agreement dated as of March 1, 1979, is the same equipment as is covered by each of the original documents as originally filed pursuant to 49 U.S.C. § 11303 on January 17, 1979, under recordation nos. 10026, 10026-A, 10026-B and 10026-C, respectively, except as follows:

(a) the following road numbers are added to the road numbers covered by each original document:

| | |
|-----------------|-----------------|
| CO <u>32375</u> | CO 32417 |
| CO 32376 | CO 32420 |
| CO 32383 | CO 32422 |
| CO 32384 | CO 32426 |
| CO 32385 | CO 32427 |
| CO 32388 | CO 32430 |
| CO 32393 | CO 32435 |
| CO 32394 | CO 32436 |
| CO 32397 | CO 32438 |
| CO 32401 | CO 32440 |
| CO 32402 | CO 32441 |
| CO 32404 | CO 32444 |
| CO 32407 | CO <u>32446</u> |
| CO 32410 | WM 70418 |
| CO 32413 | WM 70820 |
| CO 32414 | BO 153526 |

(b) the following road numbers are added to the road numbers covered by the original Transfer Agreement and the original Hulk Purchase Agreement:

CO.

| | | |
|-------|-------|-------|
| 26733 | 26770 | 26824 |
| 26734 | 26775 | 26826 |
| 26737 | 26776 | 26827 |
| 26739 | 26778 | 26831 |
| 26740 | 26779 | 26835 |
| 26743 | 26780 | 26836 |
| 26744 | 26781 | 26841 |
| 26745 | 26783 | 26844 |
| 26746 | 26788 | 26846 |
| 26747 | 26790 | 26848 |
| 26748 | 26791 | 26849 |
| 26750 | 26800 | 26850 |
| 26752 | 26801 | 26853 |
| 26757 | 26804 | 26855 |
| 26758 | 26805 | 26856 |
| 26761 | 26812 | 26861 |
| 26763 | 26819 | 26867 |
| 26768 | 26822 | 26868 |

| | |
|-------|-------|
| 26870 | 26925 |
| 26873 | 26927 |
| 26874 | 26929 |
| 26875 | 26931 |
| 26876 | 26939 |
| 26881 | 26943 |
| 26885 | 26944 |
| 26886 | 26945 |
| 26888 | 26948 |
| 26889 | 26952 |
| 26890 | 26954 |
| 26895 | 26958 |
| 26896 | 26965 |
| 26897 | 26966 |
| 26901 | 26970 |
| 26902 | 26974 |
| 26904 | 26975 |
| 26906 | 26981 |
| 26907 | 26984 |
| 26908 | 26990 |
| 26911 | 26992 |
| 26912 | 26994 |
| 26914 | 26995 |
| 26918 | 26999 |
| 26919 | |
| 26921 | |
| 26924 | |

(c) the following road numbers are deleted from the road numbers covered by each original document:

WM 40418
WM 71820
BO 153426

(d) the following road numbers are deleted from the road numbers covered by the original Transfer Agreement and the original Hulk Purchase Agreement:

CO

| | | |
|--------|--------|--------|
| 526733 | 526855 | 526981 |
| 526734 | 526856 | 526984 |
| 526737 | 526861 | 526990 |
| 526739 | 526867 | 526992 |
| 526740 | 526868 | 526994 |
| 526743 | 526870 | 526995 |
| 526744 | 526873 | 526999 |
| 526745 | 526874 | |
| 526746 | 526875 | |
| 526747 | 526876 | |
| 526748 | 526881 | |
| 526750 | 526885 | |
| 526752 | 526886 | |
| 526757 | 526888 | |
| 526758 | 526889 | |
| 526761 | 526890 | |
| 526763 | 526895 | |
| 526768 | 526896 | |
| 526770 | 526897 | |
| 526775 | 526901 | |
| 526776 | 526902 | |
| 526778 | 526904 | |
| 526779 | 526906 | |
| 526780 | 526907 | |
| 526781 | 526908 | |
| 526783 | 526911 | |
| 526788 | 526912 | |
| 526790 | 526914 | |
| 526791 | 526918 | |
| 526800 | 526919 | |
| 526801 | 526921 | |
| 526804 | 526924 | |
| 526805 | 526925 | |
| 526812 | 526927 | |
| 526819 | 526929 | |
| 526822 | 526931 | |
| 526824 | 526939 | |
| 526826 | 526943 | |
| 526827 | 526944 | |
| 526831 | 526945 | |
| 526835 | 526948 | |
| 526836 | 526952 | |
| 526841 | 526954 | |
| 526844 | 526958 | |
| 526846 | 526965 | |
| 526848 | 526966 | |
| 526849 | 526970 | |
| 526850 | 526974 | |
| 526853 | 526975 | |

Interstate Commerce Commission
Washington, D.C. 20423

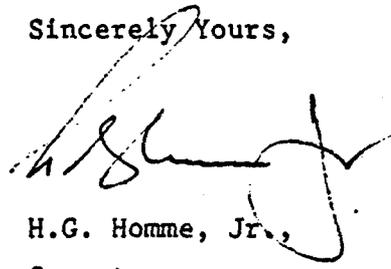
OFFICE OF THE SECRETARY

John S. Herbert
Chesapeake & Ohio Railway Co.
Two North Charles Street
Baltimore, Maryland 21201

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 3/29/79 at 11:45AM and assigned recordation number(s) 10026-E

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

REGISTRATION NO. 10026-F Filed 1425

MAR 29 1979 - 11 45 AM

INTERSTATE COMMERCE COMMISSION.

CS&M Ref. 2043-895

See G forth

AMENDMENT AND AGREEMENT (this "Agreement") dated as of March 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Builder" or the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), TENTH HFC LEASING CORPORATION (an "Owner"), HFC LEASING INC. (the "Owner Parent"), CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (an "Owner") and CONNELL RICE & SUGAR CO., INC. (the "Original Investor").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of December 1, 1978 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of December 1, 1978 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of December 1, 1978 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of December 1, 1978 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equip-

ment dated as of December 1, 1978 (the "Lease"), and a Hulk Purchase Agreement dated as of December 1, 1978 (the "Hulk Purchase Agreement"); the Owners and the Vendee have entered into a Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of December 1, 1978 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, at 10:45 a.m. and were assigned recordation numbers 10026, 10026-A, 10026-B, 10026-C and 10026-D, respectively;

WHEREAS the parties hereto desire to amend the RCSA and the Lease to change certain provisions with respect to defaults thereunder;

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to change various railroad road numbers and other information relating to the specifications of the Equipment; and

WHEREAS the Owners desire to authorize the Vendee to execute and deliver a certain Supplement dated as of March 1, 1979, to the Participation Agreement, among the Lessee, the Agent, the Owners, the Owner Parent, the Vendee and the parties named in Schedule A thereto (the "Supplement").

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

1. Schedule A to the RCSA is amended in its entirety as shown in Item 1 of Exhibit A hereto. Annex I to the Transfer Agreement is amended in its entirety as shown in Item 2 of Exhibit A hereto. Schedule A to the Lease is amended in its entirety as shown in Item 3 of Exhibit A hereto. Annex I to the Hulk Purchase Agreement is amended in its entirety as shown in Item 4 of Exhibit A hereto.

2. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by adding to Item I of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and to Item I of Schedule A to the RCSA and the Lease the railroad road numbers specified in Item 5 of Exhibit A hereto.

3. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by

✓
deleting from Item X of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item X of Schedule A to the RCSA and the Lease the following railroad road numbers: WM 40418 and WM 71820, and substituting in place thereof the following railroad road numbers: WM 70418 and WM 70820.

4. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by deleting from Item V of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item V of Schedule A to the RCSA and the Lease the following railroad road number: BO 153426, and substituting in place thereof the following railroad road number: BO 153526.

5. Item A of Annex I to the Hulk Purchase Agreement and the Transfer Agreement is further amended in its entirety as shown in Item 6 of Exhibit A hereto.

6. The Lease is hereby amended by deleting the third line of Section 9(A) thereof and substituting in place thereof the following language: "such default shall continue for five days;". The RCSA is hereby amended by: (a) deleting the third line of Article 14(a) thereof and substituting in place thereof the following language: "hereunder and such default shall continue for five days;", and (b) inserting between the words "Vendee" and "and" in the

second line of page R-22 the following language: "(such 10-day period to commence on the day upon which the Vendee shall receive such written notice)".

7. Schedule C to the RCSA is amended in its entirety as shown in Item 7 of Exhibit A hereto.

8. Execution and delivery of this Agreement by each of the Owners shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement and the Supplement.

9. The Documents are hereby amended to permit the aforesaid amendments thereto. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and, as such Document may from time to time be otherwise amended.

10. Except as amended hereby, the Documents shall remain in full force and effect.

11. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

12. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

13. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by *L.C. Quinn*
Assistant Vice-President
and Treasurer

[Corporate Seal]

Attest:

Patricia J. Hardy
Assistant Secretary

APPROVED AS TO FORM
C.C. Kimball
GENERAL ATTORNEY
3/26/79

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

by _____
Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

HFC LEASING INC.,

by

[Corporate Seal]

Attest:

TENTH HFC LEASING CORPORATION,

by

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO. INC.,

by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss:
COUNTY OF CUYAHOGA,)

On this 26TH day of March 1979, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Clara Masuga
Notary Public

CLARA MASUGA, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires April 21, 1979

STATE OF CONNECTICUT,)
) ss:
COUNTY OF HARTFORD,)

On this _____ day of March 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Notary Public

STATE OF MARYLAND,)
) ss:
 CITY OF BALTIMORE,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of TENTH HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW JERSEY,)
) ss:
 COUNTY OF UNION,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company 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

Amendment and Agreement

Exhibit A

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Specifications of the Equipment*

Item 1:

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|------------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 188 | XM | 50' 70 ton Box Cars | A&C | \$4,000 | \$ 752,000 | \$ 5,260 | \$ 988,880 | \$ 9,260 | \$1,740,880 |
| 235 | XM | 50' 50 ton Box Cars | B | 4,000 | 940,000 | 5,260 | 1,236,100 | 9,260 | 2,176,100 |
| 302 | XL | 50' 50 ton Box Cars | D,E,F & H | 4,000 | 1,208,000 | 5,260 | 1,588 520 | 9,260 | 2,796,520 |
| 40 | XL | 50' 50 ton Box Cars | F | 3,000 | 120,000 | 10,085 | 403,400 | 13,085 | 523,400 |
| 40 | XL | 50' 50 ton Box Cars | G | 2,000 | 80,000 | 10,085 | 403,400 | 12,085 | 483,400 |
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K | 3,000 | 471,000 | 8,607 | 1,351,299 | 11,607 | 1,822,299 |
| 42 | GB | 52'6" 70 ton Gondola Cars | I | \$4,000 | \$ 168,000 | \$ 5,562 | \$ 233,604 | \$ 9,562 | \$ 401,604 |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|---------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 | 5,269 | 353,023 | 7,769 | 520,523 |
| 20 | FM | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 | 5,269 | 105,380 | 8,269 | 165,380 |
| 957 | HT | 70 ton Open Top Hoppers | O,P,Q & U | 3,000 | 2,871,000 | 9,950 | 9,522,150 | 12,950 | 12,393,150 |
| 1,165 | HT | 70 ton Open Top Hoppers | O,P, Q & U | 4,000 | \$4,660,000 | 4,837 | 5,635,105 | 8,837 | 10,295,105 |
| 140 | HT | 80 ton Open Top Hoppers | R,S,V & W | 3,500 | 490,000 | 9,950 | 1,393,000 | 13,450 | 1,883,000 |
| 159 | HT | 80 ton Open Top Hoppers | R,S,V & W | 4,500 | 715,500 | 4,837 | 769,083 | 9,337 | 1,484,583 |
| 73 | HT | 85 ton Open Top Hoppers | T | 3,500 | 255,500 | 9,950 | 726,350 | 13,450 | 981,850 |
| 30 | HT | 85 ton Open Top Hoppers | T | 4,500 | 135,000 | 4,837 | 145,110 | 9,337 | 280,110 |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|-------------------------------|--|--------------------------------|---------------------|--------------------------------------|---------------------|--|---------------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z | \$3,500 | \$ 857,500 | \$ 9,950 | \$2,437,750 | \$13,450 | \$3,295,250 |
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 | 4,837 | 1,262,457 | 9,337 | 2,436,957 |
| <u>4,121</u> | | | | | <u>\$15,125,500</u> | | <u>\$28,554,611</u> | | <u>\$43,680,111</u> |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Agreement to which this Schedule A is annexed ("this Agreement"), this Agreement will only cover those units of Equipment that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Vendee on or before June 15, 1979, and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Equipment covered by this Agreement, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those units of Equipment covered by this Agreement, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Schedule A.

† Subject to 10% cost escalation based on actual Builder's cost.

Item 2:

TRANSFER AGREEMENT

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|------------------------------------|------------------------------------|
| 188 | 50' 70 ton Box Cars | A & C |
| 235 | 50' 50 ton Box Cars | B |
| 302 | 50' 50 ton Box Cars | D, E, F & H |
| 40 | 50' 50 ton Box Cars | F |
| 40 | 50' 50 ton Box Cars | G |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | 52'6" 70 ton Gondola Cars | I |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Annex I to the Hulk Purchase Agreement.

ANNEX I
(Continued)

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---------------------------------|------------------------------------|
| 67 | 53'6" 70 ton Flat Cars | L & M |
| 20 | 51'3" 50 ton Flat Cars | N |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | 85 ton Open Top Hoppers | T |
| 30 | 85 ton Open Top Hoppers | T |
| 245 | 70 ton Open Top Hoppers | X, Y & Z |
| 261 | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | |

Item 3:

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---|------------------------|------------------------------------|
| 188 | XM | 50' 70 ton Box Cars | A & C |
| 235 | XM | 50' 50 ton Box Cars | B |
| 302 | XL | 50' 50 ton Box Cars | D, E, F & H |
| 40 | XL | 50' 50 ton Box Cars | F |
| 40 | XL | 50' 50 ton Box Cars | G |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Lease of Railroad Equipment to which this Schedule A is annexed ("this Lease"), this Lease will only cover those Units that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Lessor on or before June 15, 1979, under the RCSA and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Units covered by this Lease, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those Units covered by this Lease, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Schedule A to the RCSA.

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|---------------------------------|----------------------------------|
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | GB | 52'6" 70 ton Gondola Cars | I |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M |
| 20 | FM | 51'3" 50 ton Flat Cars | N |
| 957 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | HT | 85 ton Open Top Hoppers | T |
| 30 | HT | 85 ton Open Top Hoppers | T |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|-------------------------------|----------------------------------|
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | | |

Item 4:

Hulk Purchase Agreement

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------|------------------------------------|--------------------------------|--------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 188 | 50' 70 ton Box Cars | A & C | \$4,000 | \$ 752,000 |
| 235 | 50' 50 ton Box Cars | B | 4,000 | 940,000 |
| 302 | 50' 50 ton Box Cars | D, E, F & H | 4,000 | 1,208,000 |
| 40 | 50' 50 ton Box Cars | F | 3,000 | 120,000 |
| 40 | 50' 50 ton Box Cars | G | 2,000 | 80,000 |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Hulk Purchase Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Annex I.†

† As filed with the Interstate Commerce Commission.

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------------|----------------------------------|--------------------------------|---------------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K | \$3,000 | \$ 471,000 |
| 42 | 52'6" 70 ton Gondola Cars | I | 4,000 | 168,000 |
| 67 | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 |
| 20 | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U | 3,000 | 2,871,000 |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U | 4,000 | 4,660,000 |
| 140 | 80 ton Open Top Hoppers | R, S, V & W | 3,500 | 490,000 |
| 159 | 80 ton Open Top Hoppers | R, S, V & W | 4,500 | 715,500 |
| 73 | 85 ton Open Top Hoppers | T | 3,500 | 225,500 |
| 30 | 85 ton Open Top Hoppers | T | 4,500 | 135,000 |
| 245 | 70 ton Open Top Hoppers | X, Y & Z | 3,500 | 857,500 |
| 261 | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 |
| <u>4,121</u> | | | | <u>\$15,125,500</u> |

Item 5:

CO 32375
CO 32376
CO 32383
CO 32384
CO 32385
CO 32388
CO 32393
CO 32394
CO 32397
CO 32401
CO 32402
CO 32404
CO 32407
CO 32410
CO 32413
CO 32414

CO 32417
CO 32420
CO 32422
CO 32426
CO 32427
CO 32430
CO 32435
CO 32436
CO 32438
CO 32440
CO 32441
CO 32444
CO 32446

Item 6:

ANNEX I

50' 70-Ton Box Cars
CO 26000-26999

| A. | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 26000 | 26114 | 26302 | 26425 | 26560 | 26680 | 26770 | 26888 |
| 26001 | 26118 | 26304 | 26426 | 26561 | 26681 | 26775 | 26889 |
| 26003 | 26125 | 26308 | 26430 | 26565 | 26682 | 26776 | 26890 |
| 26007 | 26126 | 26310 | 26432 | 26568 | 26684 | 26778 | 26895 |
| 26009 | 26127 | 26312 | 26434 | 26570 | 26685 | 26779 | 26896 |
| 26010 | 26142 | 26313 | 26435 | 26573 | 26689 | 26780 | 26897 |
| 26013 | 26143 | 26314 | 26437 | 26576 | 26690 | 26781 | 26901 |
| 26016 | 26144 | 26316 | 26438 | 26579 | 26691 | 26783 | 26902 |
| 26018 | 26146 | 26321 | 26441 | 26581 | 26693 | 26788 | 26904 |
| 26019 | 26151 | 26322 | 26454 | 26584 | 26696 | 26790 | 26906 |
| 26029 | 26152 | 26325 | 26457 | 26586 | 26697 | 26791 | 26907 |
| 26032 | 26162 | 26328 | 26459 | 26592 | 26698 | 26800 | 26908 |
| 26038 | 26170 | 26330 | 26462 | 26593 | 26699 | 26801 | 26911 |
| 26041 | 26179 | 26332 | 26463 | 26598 | 26702 | 26804 | 26912 |
| 26042 | 26190 | 26335 | 26464 | 26602 | 26703 | 26805 | 26914 |
| 26043 | 26192 | 26336 | 26467 | 26603 | 26708 | 26812 | 26918 |
| 26045 | 26194 | 26338 | 26468 | 26607 | 26713 | 26819 | 26919 |
| 26046 | 26196 | 26339 | 26470 | 26615 | 26714 | 26822 | 26921 |
| 26048 | 26197 | 26340 | 26475 | 26616 | 26715 | 26824 | 26924 |
| 26050 | 26201 | 26344 | 26478 | 26618 | 26717 | 26826 | 26925 |
| 26053 | 26203 | 26349 | 26482 | 26625 | 26718 | 26827 | 26927 |
| 26055 | 26208 | 26350 | 26484 | 26627 | 26719 | 26831 | 26929 |
| 26058 | 26211 | 26352 | 26494 | 26628 | 26721 | 26835 | 26931 |
| 26062 | 26213 | 26353 | 26496 | 26632 | 26723 | 26836 | 26939 |
| 26064 | 26215 | 26356 | 26499 | 26633 | 26731 | 26841 | 26943 |
| 26067 | 26218 | 26363 | 26501 | 26635 | 26732 | 26844 | 26944 |
| 26068 | 26220 | 26364 | 26506 | 26638 | 26733 | 26846 | 26945 |
| 26071 | 26221 | 26365 | 26511 | 26640 | 26734 | 26848 | 26948 |
| 26072 | 26222 | 26370 | 26512 | 26641 | 26737 | 26849 | 26952 |
| 26073 | 26225 | 26377 | 26513 | 26643 | 26739 | 26850 | 26954 |
| 26074 | 26241 | 26380 | 26516 | 26645 | 26740 | 26853 | 26958 |
| 26076 | 26245 | 26381 | 26517 | 26647 | 26743 | 26855 | 26965 |
| 26077 | 26248 | 26386 | 26518 | 26648 | 26744 | 26856 | 26966 |
| 26081 | 26256 | 26389 | 26523 | 26650 | 26745 | 26861 | 26970 |
| 26082 | 26260 | 26395 | 26525 | 26653 | 26746 | 26867 | 26974 |
| 26083 | 26270 | 26398 | 26529 | 26657 | 26747 | 26868 | 26975 |
| 26084 | 26276 | 26399 | 26530 | 26660 | 26748 | 26870 | 26981 |
| 26085 | 26280 | 26402 | 26539 | 26661 | 26750 | 26873 | 26984 |
| 26086 | 26282 | 26405 | 26540 | 26666 | 26752 | 26874 | 26990 |
| 26095 | 26285 | 26407 | 26545 | 26667 | 26757 | 26875 | 26992 |
| 26100 | 26287 | 26412 | 26550 | 26670 | 26758 | 26876 | 26994 |
| 26103 | 26288 | 26418 | 26555 | 26672 | 26761 | 26881 | 26995 |
| 26104 | 26294 | 26421 | 26556 | 26675 | 26763 | 26885 | 26999 |
| 26113 | 26295 | 26424 | 26557 | 26677 | 26768 | 26886 | |

Item 7:

Reconstruction and Conditional Sale Agreement

SCHEDULE C

Allocation Schedule of
Each \$1,000,000 of 10.00% CSA Indebtedness

| <u>Payment Date</u> | <u>Debt Service</u> | <u>Interest Payment</u> | <u>Principal Recovery</u> | <u>Ending Principal</u> |
|-------------------------|---------------------|-----------------------------|-------------------------------|-----------------------------|
| 12/28/79 | \$ * | \$ * | \$ -0- | \$1,000,000.00 |
| 2/2/80 | * | * | -0- | 1,000,000.00 |
| 8/2/80 | 96,342.29 | 50,000.00 | 46,342.29 | 953,657.71 |
| 2/2/81 | 96,342.29 | 47,682.89 | 48,659.40 | 904,998.31 |
| 8/2/81 | 96,342.29 | 45,249.92 | 51,092.37 | 853,905.94 |
| 2/2/82 | 96,342.29 | 42,695.30 | 53,646.99 | 800,258.95 |
| 8/2/82 | 96,342.29 | 40,012.95 | 56,329.34 | 743,929.61 |
| 2/2/83 | 96,342.29 | 37,196.48 | 59,145.81 | 684,783.80 |
| 8/2/83 | 96,342.29 | 34,239.19 | 62,103.10 | 622,680.70 |
| 2/2/84 | 96,342.29 | 31,134.04 | 65,208.25 | 557,472.45 |
| 8/2/84 | 96,342.29 | 27,873.63 | 68,468.66 | 489,003.79 |
| 2/2/85 | 96,342.29 | 24,450.19 | 71,892.10 | 417,111.69 |
| 8/2/85 | 96,342.29 | 20,855.59 | 75,486.70 | 341,624.99 |
| 2/2/86 | 96,342.29 | 17,081.25 | 79,261.04 | 262,363.95 |
| 8/2/86 | 96,342.29 | 13,118.20 | 83,224.09 | 179,139.86 |
| 2/2/87 | 96,342.29 | 8,956.99 | 87,385.30 | 91,754.56 |
| 8/2/87 | 96,342.29 | 4,587.73 | 91,754.56 | -0- |

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date in accordance with the fourth paragraph of Article 3 hereof.

AMENDMENT AND AGREEMENT (this "Agreement") dated as of March 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Builder" or the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), TENTH HFC LEASING CORPORATION (an "Owner"), HFC LEASING INC. (the "Owner Parent"), CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (an "Owner") and CONNELL RICE & SUGAR CO., INC. (the "Original Investor").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of December 1, 1978 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of December 1, 1978 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of December 1, 1978 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of December 1, 1978 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equip-

ment dated as of December 1, 1978 (the "Lease"), and a Hulk Purchase Agreement dated as of December 1, 1978 (the "Hulk Purchase Agreement"); the Owners and the Vendee have entered into a Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of December 1, 1978 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, at 10:45 a.m. and were assigned recordation numbers 10026, 10026-A, 10026-B, 10026-C and 10026-D, respectively;

WHEREAS the parties hereto desire to amend the RCSA and the Lease to change certain provisions with respect to defaults thereunder;

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to change various railroad road numbers and other information relating to the specifications of the Equipment; and

WHEREAS the Owners desire to authorize the Vendee to execute and deliver a certain Supplement dated as of March 1, 1979, to the Participation Agreement, among the Lessee, the Agent, the Owners, the Owner Parent, the Vendee and the parties named in Schedule A thereto (the "Supplement").

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

1. Schedule A to the RCSA is amended in its entirety as shown in Item 1 of Exhibit A hereto. Annex I to the Transfer Agreement is amended in its entirety as shown in Item 2 of Exhibit A hereto. Schedule A to the Lease is amended in its entirety as shown in Item 3 of Exhibit A hereto. Annex I to the Hulk Purchase Agreement is amended in its entirety as shown in Item 4 of Exhibit A hereto.

2. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by adding to Item I of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and to Item I of Schedule A to the RCSA and the Lease the railroad road numbers specified in Item 5 of Exhibit A hereto.

3. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by

deleting from Item X of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item X of Schedule A to the RCSA and the Lease the following railroad road numbers: WM 40418 and WM 71820, and substituting in place thereof the following railroad road numbers: WM 70418 and WM 70820.

4. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by deleting from Item V of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item V of Schedule A to the RCSA and the Lease the following railroad road number: BO 153426, and substituting in place thereof the following railroad road number: BO 153526.

5. Item A of Annex I to the Hulk Purchase Agreement and the Transfer Agreement is further amended in its entirety as shown in Item 6 of Exhibit A hereto.

6. The Lease is hereby amended by deleting the third line of Section 9(A) thereof and substituting in place thereof the following language: "such default shall continue for five days;". The RCSA is hereby amended by: (a) deleting the third line of Article 14(a) thereof and substituting in place thereof the following language: "hereunder and such default shall continue for five days;", and (b) inserting between the words "Vendee" and "and" in the

second line of page R-22 the following language: "(such 10-day period to commence on the day upon which the Vendee shall receive such written notice)".

7. Schedule C to the RCSA is amended in its entirety as shown in Item 7 of Exhibit A hereto.

8. Execution and delivery of this Agreement by each of the Owners shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement and the Supplement.

9. The Documents are hereby amended to permit the aforesaid amendments thereto. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

10. Except as amended hereby, the Documents shall remain in full force and effect.

11. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

12. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

13. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice-President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

HFC LEASING INC.,

by

[Corporate Seal]

Attest:

TENTH HFC LEASING CORPORATION,

by

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO. INC.,

by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss:
COUNTY OF CUYAHOGA,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My Commission expires

STATE OF CONNECTICUT,)
) ss:
COUNTY OF HARTFORD,)

On this *26th* day of March 1979, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara S. Kacich

Notary Public

[Notarial Seal]
My Commission expires

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF MARYLAND,)
) ss:
 CITY OF BALTIMORE,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of TENTH HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW JERSEY,)
) ss:
COUNTY OF UNION,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company 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

Amendment and Agreement

Exhibit A

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|------------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 188 | XM | 50' 70 ton Box Cars | A&C | \$4,000 | \$ 752,000 | \$ 5,260 | \$ 988,880 | \$ 9,260 | \$1,740,880 |
| 235 | XM | 50' 50 ton Box Cars | B | 4,000 | 940,000 | 5,260 | 1,236,100 | 9,260 | 2,176,100 |
| 302 | XL | 50' 50 ton Box Cars | D,E,F & H | 4,000 | 1,208,000 | 5,260 | 1,588 520 | 9,260 | 2,796,520 |
| 40 | XL | 50' 50 ton Box Cars | F | 3,000 | 120,000 | 10,085 | 403,400 | 13,085 | 523,400 |
| 40 | XL | 50' 50 ton Box Cars | G | 2,000 | 80,000 | 10,085 | 403,400 | 12,085 | 483,400 |
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K | 3,000 | 471,000 | 8,607 | 1,351,299 | 11,607 | 1,822,299 |
| 42 | GB | 52'6" 70 ton Gondola Cars | I | \$4,000 | \$ 168,000 | \$ 5,562 | \$ 233,604 | \$ 9,562 | \$ 401,604 |

Item 1:

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|---------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 | 5,269 | 353,023 | 7,769 | 520,523 |
| 20 | FM | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 | 5,269 | 105,380 | 8,269 | 165,380 |
| 957 | HT | 70 ton Open Top Hoppers | O,P,Q & U | 3,000 | 2,871,000 | 9,950 | 9,522,150 | 12,950 | 12,393,150 |
| 1,165 | HT | 70 ton Open Top Hoppers | O,P, Q & U | 4,000 | \$4,660,000 | 4,837 | 5,635,105 | 8,837 | 10,295,105 |
| 140 | HT | 80 ton Open Top Hoppers | R,S,V & W | 3,500 | 490,000 | 9,950 | 1,393,000 | 13,450 | 1,883,000 |
| 159 | HT | 80 ton Open Top Hoppers | R,S,V & W | 4,500 | 715,500 | 4,837 | 769,083 | 9,337 | 1,484,583 |
| 73 | HT | 85 ton Open Top Hoppers | T | 3,500 | 255,500 | 9,950 | 726,350 | 13,450 | 981,850 |
| 30 | HT | 85 ton Open Top Hoppers | T | 4,500 | 135,000 | 4,837 | 145,110 | 9,337 | 280,110 |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|-------------------------------|--|--------------------------------|---------------------|--------------------------------------|---------------------|--|---------------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z | \$3,500 | \$ 857,500 | \$ 9,950 | \$2,437,750 | \$13,450 | \$3,295,250 |
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 | 4,837 | 1,262,457 | 9,337 | 2,436,957 |
| <u>4,121</u> | | | | | <u>\$15,125,500</u> | | <u>\$28,554,611</u> | | <u>\$43,680,111</u> |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Agreement to which this Schedule A is annexed ("this Agreement"), this Agreement will only cover those units of Equipment that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Vendee on or before June 15, 1979, and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Equipment covered by this Agreement, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those units of Equipment covered by this Agreement, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Schedule A.

† Subject to 10% cost escalation based on actual Builder's cost.

Item 2:

TRANSFER AGREEMENT

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|------------------------------------|------------------------------------|
| 188 | 50' 70 ton Box Cars | A & C |
| 235 | 50' 50 ton Box Cars | B |
| 302 | 50' 50 ton Box Cars | D, E, F & H |
| 40 | 50' 50 ton Box Cars | F |
| 40 | 50' 50 ton Box Cars | G |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | 52'6" 70 ton Gondola Cars | I |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Annex I to the Hulk Purchase Agreement.

ANNEX I
(Continued)

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---------------------------------|------------------------------------|
| 67 | 53'6" 70 ton Flat Cars | L & M |
| 20 | 51'3" 50 ton Flat Cars | N |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | 85 ton Open Top Hoppers | T |
| 30 | 85 ton Open Top Hoppers | T |
| 245 | 70 ton Open Top Hoppers | X, Y & Z |
| 261 | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | |

Item 3:

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---|------------------------|------------------------------------|
| 188 | XM | 50' 70 ton Box Cars | A & C |
| 235 | XM | 50' 50 ton Box Cars | B |
| 302 | XL | 50' 50 ton Box Cars | D, E, F & H |
| 40 | XL | 50' 50 ton Box Cars | F |
| 40 | XL | 50' 50 ton Box Cars | G |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Lease of Railroad Equipment to which this Schedule A is annexed ("this Lease"), this Lease will only cover those Units that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Lessor on or before June 15, 1979, under the RCSA and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Units covered by this Lease, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those Units covered by this Lease, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Schedule A to the RCSA.

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|---------------------------------|----------------------------------|
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | GB | 52'6" 70 ton Gondola Cars | I |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M |
| 20 | FM | 51'3" 50 ton Flat Cars | N |
| 957 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | HT | 85 ton Open Top Hoppers | T |
| 30 | HT | 85 ton Open Top Hoppers | T |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z |

| <u>Quantity</u> | AAR <u>Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|--|-------------------------------|----------------------------------|
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | | |

Item 4:

Hulk Purchase Agreement

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------|------------------------------------|--------------------------------|--------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 188 | 50' 70 ton Box Cars | A & C | \$4,000 | \$ 752,000 |
| 235 | 50' 50 ton Box Cars | B | 4,000 | 940,000 |
| 302 | 50' 50 ton Box Cars | D, E, F & H | 4,000 | 1,208,000 |
| 40 | 50' 50 ton Box Cars | F | 3,000 | 120,000 |
| 40 | 50' 50 ton Box Cars | G | 2,000 | 80,000 |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Hulk Purchase Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Annex I.†

† As filed with the Interstate Commerce Commission.

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------------|----------------------------------|--------------------------------|---------------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K | \$3,000 | \$ 471,000 |
| 42 | 52'6" 70 ton Gondola Cars | I | 4,000 | 168,000 |
| 67 | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 |
| 20 | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U | 3,000 | 2,871,000 |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U | 4,000 | 4,660,000 |
| 140 | 80 ton Open Top Hoppers | R, S, V & W | 3,500 | 490,000 |
| 159 | 80 ton Open Top Hoppers | R, S, V & W | 4,500 | 715,500 |
| 73 | 85 ton Open Top Hoppers | T | 3,500 | 225,500 |
| 30 | 85 ton Open Top Hoppers | T | 4,500 | 135,000 |
| 245 | 70 ton Open Top Hoppers | X, Y & Z | 3,500 | 857,500 |
| 261 | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 |
| <u>4,121</u> | | | | <u>\$15,125,500</u> |

Item 5:

CO 32375
CO 32376
CO 32383
CO 32384
CO 32385
CO 32388
CO 32393
CO 32394
CO 32397
CO 32401
CO 32402
CO 32404
CO 32407
CO 32410
CO 32413
CO 32414

CO 32417
CO 32420
CO 32422
CO 32426
CO 32427
CO 32430
CO 32435
CO 32436
CO 32438
CO 32440
CO 32441
CO 32444
CO 32446

Item 6:

ANNEX I

50' 70-Ton Box Cars
CO 26000-26999

A.

| | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 26000 | 26114 | 26302 | 26425 | 26560 | 26680 | 26770 | 26888 |
| 26001 | 26118 | 26304 | 26426 | 26561 | 26681 | 26775 | 26889 |
| 26003 | 26125 | 26308 | 26430 | 26565 | 26682 | 26776 | 26890 |
| 26007 | 26126 | 26310 | 26432 | 26568 | 26684 | 26778 | 26895 |
| 26009 | 26127 | 26312 | 26434 | 26570 | 26685 | 26779 | 26896 |
| 26010 | 26142 | 26313 | 26435 | 26573 | 26689 | 26780 | 26897 |
| 26013 | 26143 | 26314 | 26437 | 26576 | 26690 | 26781 | 26901 |
| 26016 | 26144 | 26316 | 26438 | 26579 | 26691 | 26783 | 26902 |
| 26018 | 26146 | 26321 | 26441 | 26581 | 26693 | 26788 | 26904 |
| 26019 | 26151 | 26322 | 26454 | 26584 | 26696 | 26790 | 26906 |
| 26029 | 26152 | 26325 | 26457 | 26586 | 26697 | 26791 | 26907 |
| 26032 | 26162 | 26328 | 26459 | 26592 | 26698 | 26800 | 26908 |
| 26038 | 26170 | 26330 | 26462 | 26593 | 26699 | 26801 | 26911 |
| 26041 | 26179 | 26332 | 26463 | 26598 | 26702 | 26804 | 26912 |
| 26042 | 26190 | 26335 | 26464 | 26602 | 26703 | 26805 | 26914 |
| 26043 | 26192 | 26336 | 26467 | 26603 | 26708 | 26812 | 26918 |
| 26045 | 26194 | 26338 | 26468 | 26607 | 26713 | 26819 | 26919 |
| 26046 | 26196 | 26339 | 26470 | 26615 | 26714 | 26822 | 26921 |
| 26048 | 26197 | 26340 | 26475 | 26616 | 26715 | 26824 | 26924 |
| 26050 | 26201 | 26344 | 26478 | 26618 | 26717 | 26826 | 26925 |
| 26053 | 26203 | 26349 | 26482 | 26625 | 26718 | 26827 | 26927 |
| 26055 | 26208 | 26350 | 26484 | 26627 | 26719 | 26831 | 26929 |
| 26058 | 26211 | 26352 | 26494 | 26628 | 26721 | 26835 | 26931 |
| 26062 | 26213 | 26353 | 26496 | 26632 | 26723 | 26836 | 26939 |
| 26064 | 26215 | 26356 | 26499 | 26633 | 26731 | 26841 | 26943 |
| 26067 | 26218 | 26363 | 26501 | 26635 | 26732 | 26844 | 26944 |
| 26068 | 26220 | 26364 | 26506 | 26638 | 26733 | 26846 | 26945 |
| 26071 | 26221 | 26365 | 26511 | 26640 | 26734 | 26848 | 26948 |
| 26072 | 26222 | 26370 | 26512 | 26641 | 26737 | 26849 | 26952 |
| 26073 | 26225 | 26377 | 26513 | 26643 | 26739 | 26850 | 26954 |
| 26074 | 26241 | 26380 | 26516 | 26645 | 26740 | 26853 | 26958 |
| 26076 | 26245 | 26381 | 26517 | 26647 | 26743 | 26855 | 26965 |
| 26077 | 26248 | 26386 | 26518 | 26648 | 26744 | 26856 | 26966 |
| 26081 | 26256 | 26389 | 26523 | 26650 | 26745 | 26861 | 26970 |
| 26082 | 26260 | 26395 | 26525 | 26653 | 26746 | 26867 | 26974 |
| 26083 | 26270 | 26398 | 26529 | 26657 | 26747 | 26868 | 26975 |
| 26084 | 26276 | 26399 | 26530 | 26660 | 26748 | 26870 | 26981 |
| 26085 | 26280 | 26402 | 26539 | 26661 | 26750 | 26873 | 26984 |
| 26086 | 26282 | 26405 | 26540 | 26666 | 26752 | 26874 | 26990 |
| 26095 | 26285 | 26407 | 26545 | 26667 | 26757 | 26875 | 26992 |
| 26100 | 26287 | 26412 | 26550 | 26670 | 26758 | 26876 | 26994 |
| 26103 | 26288 | 26418 | 26555 | 26672 | 26761 | 26881 | 26995 |
| 26104 | 26294 | 26421 | 26556 | 26675 | 26763 | 26885 | 26999 |
| 26113 | 26295 | 26424 | 26557 | 26677 | 26768 | 26886 | |

Item 7:

Reconstruction and Conditional Sale Agreement

SCHEDULE C

Allocation Schedule of
Each \$1,000,000 of 10.00% CSA Indebtedness

| <u>Payment Date</u> | <u>Debt Service</u> | <u>Interest Payment</u> | <u>Principal Recovery</u> | <u>Ending Principal</u> |
|-------------------------|---------------------|-----------------------------|-------------------------------|-----------------------------|
| 12/28/79 | \$ * | \$ * | \$ -0- | \$1,000,000.00 |
| 2/2/80 | * | * | -0- | 1,000,000.00 |
| 8/2/80 | 96,342.29 | 50,000.00 | 46,342.29 | 953,657.71 |
| 2/2/81 | 96,342.29 | 47,682.89 | 48,659.40 | 904,998.31 |
| 8/2/81 | 96,342.29 | 45,249.92 | 51,092.37 | 853,905.94 |
| 2/2/82 | 96,342.29 | 42,695.30 | 53,646.99 | 800,258.95 |
| 8/2/82 | 96,342.29 | 40,012.95 | 56,329.34 | 743,929.61 |
| 2/2/83 | 96,342.29 | 37,196.48 | 59,145.81 | 684,783.80 |
| 8/2/83 | 96,342.29 | 34,239.19 | 62,103.10 | 622,680.70 |
| 2/2/84 | 96,342.29 | 31,134.04 | 65,208.25 | 557,472.45 |
| 8/2/84 | 96,342.29 | 27,873.63 | 68,468.66 | 489,003.79 |
| 2/2/85 | 96,342.29 | 24,450.19 | 71,892.10 | 417,111.69 |
| 8/2/85 | 96,342.29 | 20,855.59 | 75,486.70 | 341,624.99 |
| 2/2/86 | 96,342.29 | 17,081.25 | 79,261.04 | 262,363.95 |
| 8/2/86 | 96,342.29 | 13,118.20 | 83,224.09 | 179,139.86 |
| 2/2/87 | 96,342.29 | 8,956.99 | 87,385.30 | 91,754.56 |
| 8/2/87 | 96,342.29 | 4,587.73 | 91,754.56 | -0- |

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date in accordance with the fourth paragraph of Article 3 hereof.

AMENDMENT AND AGREEMENT (this "Agreement") dated as of March 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Builder" or the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), TENTH HFC LEASING CORPORATION (an "Owner"), HFC LEASING INC. (the "Owner Parent"), CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (an "Owner") and CONNELL RICE & SUGAR CO., INC. (the "Original Investor").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of December 1, 1978 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of December 1, 1978 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of December 1, 1978 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of December 1, 1978 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equip-

ment dated as of December 1, 1978 (the "Lease"), and a Hulk Purchase Agreement dated as of December 1, 1978 (the "Hulk Purchase Agreement"); the Owners and the Vendee have entered into a Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of December 1, 1978 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, at 10:45 a.m. and were assigned recordation numbers 10026, 10026-A, 10026-B, 10026-C and 10026-D, respectively;

WHEREAS the parties hereto desire to amend the RCSA and the Lease to change certain provisions with respect to defaults thereunder;

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to change various (railroad) road numbers and other information relating to the specifications of the Equipment; and

WHEREAS the Owners desire to authorize the Vendee to execute and deliver a certain Supplement dated as of March 1, 1979, to [the] Participation Agreement, among the Lessee, the Agent, the Owners, the Owner Parent, the Vendee and the parties named in Schedule A thereto [(the "Supplement")].

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

1. Schedule A to the RCSA is amended in its entirety as shown in Item 1 of Exhibit A hereto. Annex I to the Transfer Agreement is amended in its entirety as shown in Item 2 of Exhibit A hereto. Schedule A to the Lease is amended in its entirety as shown in Item 3 of Exhibit A hereto. Annex I to the Hulk Purchase Agreement is amended in its entirety as shown in Item 4 of Exhibit A hereto.

2. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by adding to Item I of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and to Item I of Schedule A to the RCSA and the Lease the railroad road numbers specified in Item 5 of Exhibit A hereto.

3. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby [further] amended by

deleting from Item X of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item X of Schedule A to the RCSA and the Lease [the following railroad road numbers: WM 40418 and WM 71820, and substituting in place thereof the following railroad road numbers: WM 70418 and WM 70820.]

4. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by deleting from Item V of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item V of Schedule A to the RCSA and the Lease the following railroad road number: BO 153426, and substituting in place thereof the following railroad road number: BO 153526.

5. Item A of Annex I to the Hulk Purchase Agreement and the Transfer Agreement is further amended in its entirety as shown in Item 6 of Exhibit A hereto.

6. The Lease is hereby amended by deleting the third line of Section 9(A) thereof and substituting in place thereof the following language: "such default shall continue for five days;". The RCSA is hereby amended by: (a) deleting the third line of Article 14(a) thereof and substituting in place thereof the following language: "hereunder and such default shall continue for five days;", and (b) inserting between the words "Vendee" and "and" in the

second line of page R-22 the following language: "(such 10-day period to commence on the day upon which the Vendee shall receive such written notice)".

7. Schedule C to the RCSA is amended in its entirety as shown in Item 7 of Exhibit A hereto.

8. Execution and delivery of this Agreement by each of the Owners shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement and the Supplement.

9. The Documents are hereby amended to permit the aforesaid amendments thereto. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

10. Except as amended hereby, the Documents shall remain in full force and effect.

11. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

12. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

13. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice-President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by *[Signature]*
Assistant Vice President

[Corporate Seal]

Attest:

F. J. Gilbert
Corporate Trust Officer

HFC LEASING INC.,
by

[Corporate Seal]

Attest:

TENTH HFC LEASING CORPORATION,
by

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by _____

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO. INC.,

by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss:
COUNTY OF CUYAHOGA,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss:
COUNTY OF HARTFORD,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,) ss:

On this 27th day of March 1979, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Patricia A. Shilow
Notary Public

[Notarial Seal]

My Commission expires 7-1-82

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

On this _____ day of March 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of TENTH HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW JERSEY,)
) ss:
COUNTY OF UNION,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company 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

Amendment and Agreement

Exhibit A

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|------------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 188 | XM | 50' 70 ton Box Cars | A&C | \$4,000 | \$ 752,000 | \$ 5,260 | \$ 988,880 | \$ 9,260 | \$1,740,880 |
| 235 | XM | 50' 50 ton Box Cars | B | 4,000 | 940,000 | 5,260 | 1,236,100 | 9,260 | 2,176,100 |
| 302 | XL | 50' 50 ton Box Cars | D,E,F & H | 4,000 | 1,208,000 | 5,260 | 1,588 520 | 9,260 | 2,796,520 |
| 40 | XL | 50' 50 ton Box Cars | F | 3,000 | 120,000 | 10,085 | 403,400 | 13,085 | 523,400 |
| 40 | XL | 50' 50 ton Box Cars | G | 2,000 | 80,000 | 10,085 | 403,400 | 12,085 | 483,400 |
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K | 3,000 | 471,000 | 8,607 | 1,351,299 | 11,607 | 1,822,299 |
| 42 | GB | 52'6" 70 ton Gondola Cars | I | \$4,000 | \$ 168,000 | \$ 5,562 | \$ 233,604 | \$ 9,562 | \$ 401,604 |

Item 1:

| Quantity | AAR Mechanical Designation | Description | Railroad Road Numbers** | Hulk Purchase Price | | Base Reconstruction Cost† | | Total Hulk Pur- chase Price and Reconstruction Cost | |
|----------|----------------------------------|---------------------------------|-------------------------------|------------------------|-------------|------------------------------|-----------|---|------------|
| | | | | Per Unit | Total | Per Unit | Total | Per Unit | Total |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 | 5,269 | 353,023 | 7,769 | 520,523 |
| 20 | FM | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 | 5,269 | 105,380 | 8,269 | 165,380 |
| 957 | HT | 70 ton Open Top Hoppers | O,P,Q & U | 3,000 | 2,871,000 | 9,950 | 9,522,150 | 12,950 | 12,393,150 |
| 1,165 | HT | 70 ton Open Top Hoppers | O,P, Q & U | 4,000 | \$4,660,000 | 4,837 | 5,635,105 | 8,837 | 10,295,105 |
| 140 | HT | 80 ton Open Top Hoppers | R,S,V & W | 3,500 | 490,000 | 9,950 | 1,393,000 | 13,450 | 1,883,000 |
| 159 | HT | 80 ton Open Top Hoppers | R,S,V & W | 4,500 | 715,500 | 4,837 | 769,083 | 9,337 | 1,484,583 |
| 73 | HT | 85 ton Open Top Hoppers | T | 3,500 | 255,500 | 9,950 | 726,350 | 13,450 | 981,850 |
| 30 | HT | 85 ton Open Top Hoppers | T | 4,500 | 135,000 | 4,837 | 145,110 | 9,337 | 280,110 |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|-------------------------------|--|--------------------------------|---------------------|--------------------------------------|---------------------|--|---------------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z | \$3,500 | \$ 857,500 | \$ 9,950 | \$2,437,750 | \$13,450 | \$3,295,250 |
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 | 4,837 | 1,262,457 | 9,337 | 2,436,957 |
| <u>4,121</u> | | | | | <u>\$15,125,500</u> | | <u>\$28,554,611</u> | | <u>\$43,680,111</u> |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Agreement to which this Schedule A is annexed ("this Agreement"), this Agreement will only cover those units of Equipment that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Vendee on or before June 15, 1979, and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Equipment covered by this Agreement, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those units of Equipment covered by this Agreement, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Schedule A.

† Subject to 10% cost escalation based on actual Builder's cost.

Item 2:

TRANSFER AGREEMENT

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|------------------------------------|------------------------------------|
| 188 | 50' 70 ton Box Cars | A & C |
| 235 | 50' 50 ton Box Cars | B |
| 302 | 50' 50 ton Box Cars | D, E, F & H |
| 40 | 50' 50 ton Box Cars | F |
| 40 | 50' 50 ton Box Cars | G |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | 52'6" 70 ton Gondola Cars | I |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Annex I to the Hulk Purchase Agreement.

ANNEX I
(Continued)

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---------------------------------|------------------------------------|
| 67 | 53'6" 70 ton Flat Cars | L & M |
| 20 | 51'3" 50 ton Flat Cars | N |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | 85 ton Open Top Hoppers | T |
| 30 | 85 ton Open Top Hoppers | T |
| 245 | 70 ton Open Top Hoppers | X, Y & Z |
| 261 | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | |

Item 3:

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---|------------------------|------------------------------------|
| 188 | XM | 50' 70 ton Box Cars | A & C |
| 235 | XM | 50' 50 ton Box Cars | B |
| 302 | XL | 50' 50 ton Box Cars | D, E, F & H |
| 40 | XL | 50' 50 ton Box Cars | F |
| 40 | XL | 50' 50 ton Box Cars | G |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Lease of Railroad Equipment to which this Schedule A is annexed ("this Lease"), this Lease will only cover those Units that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Lessor on or before June 15, 1979, under the RCSA and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Units covered by this Lease, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those Units covered by this Lease, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Schedule A to the RCSA.

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|---------------------------------|----------------------------------|
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | GB | 52'6" 70 ton Gondola Cars | I |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M |
| 20 | FM | 51'3" 50 ton Flat Cars | N |
| 957 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | HT | 85 ton Open Top Hoppers | T |
| 30 | HT | 85 ton Open Top Hoppers | T |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|-------------------------------|----------------------------------|
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | | |

Item 4:

Hulk Purchase Agreement

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------|------------------------------------|--------------------------------|--------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 188 | 50' 70 ton Box Cars | A & C | \$4,000 | \$ 752,000 |
| 235 | 50' 50 ton Box Cars | B | 4,000 | 940,000 |
| 302 | 50' 50 ton Box Cars | D, E, F & H | 4,000 | 1,208,000 |
| 40 | 50' 50 ton Box Cars | F | 3,000 | 120,000 |
| 40 | 50' 50 ton Box Cars | G | 2,000 | 80,000 |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Hulk Purchase Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Annex I.†

† As filed with the Interstate Commerce Commission.

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------------|----------------------------------|--------------------------------|---------------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K | \$3,000 | \$ 471,000 |
| 42 | 52'6" 70 ton Gondola Cars | I | 4,000 | 168,000 |
| 67 | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 |
| 20 | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U | 3,000 | 2,871,000 |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U | 4,000 | 4,660,000 |
| 140 | 80 ton Open Top Hoppers | R, S, V & W | 3,500 | 490,000 |
| 159 | 80 ton Open Top Hoppers | R, S, V & W | 4,500 | 715,500 |
| 73 | 85 ton Open Top Hoppers | T | 3,500 | 225,500 |
| 30 | 85 ton Open Top Hoppers | T | 4,500 | 135,000 |
| 245 | 70 ton Open Top Hoppers | X, Y & Z | 3,500 | 857,500 |
| 261 | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 |
| <u>4,121</u> | | | | <u>\$15,125,500</u> |

Item 5:

✓
CO 32375
CO 32376
CO 32383
CO 32384
CO 32385
CO 32388
CO 32393
CO 32394
CO 32397
CO 32401
CO 32402
CO 32404
CO 32407
CO 32410
CO 32413
✓
CO 32414

✓
CO 32417
CO 32420
CO 32422
CO 32426
CO 32427
CO 32430
CO 32435
CO 32436
CO 32438
CO 32440
CO 32441
CO 32444
✓
CO 32446

✓

Item 6:

ANNEX I

50' 70-Ton Box Cars
CO 26000-26999

A.

| | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 26000 | 26114 | 26302 | 26425 | 26560 | 26680 | 26770 | 26888 |
| 26001 | 26118 | 26304 | 26426 | 26561 | 26681 | 26775 | 26889 |
| 26003 | 26125 | 26308 | 26430 | 26565 | 26682 | 26776 | 26890 |
| 26007 | 26126 | 26310 | 26432 | 26568 | 26684 | 26778 | 26895 |
| 26009 | 26127 | 26312 | 26434 | 26570 | 26685 | 26779 | 26896 |
| 26010 | 26142 | 26313 | 26435 | 26573 | 26689 | 26780 | 26897 |
| 26013 | 26143 | 26314 | 26437 | 26576 | 26690 | 26781 | 26901 |
| 26016 | 26144 | 26316 | 26438 | 26579 | 26691 | 26783 | 26902 |
| 26018 | 26146 | 26321 | 26441 | 26581 | 26693 | 26788 | 26904 |
| 26019 | 26151 | 26322 | 26454 | 26584 | 26696 | 26790 | 26906 |
| 26029 | 26152 | 26325 | 26457 | 26586 | 26697 | 26791 | 26907 |
| 26032 | 26162 | 26328 | 26459 | 26592 | 26698 | 26800 | 26908 |
| 26038 | 26170 | 26330 | 26462 | 26593 | 26699 | 26801 | 26911 |
| 26041 | 26179 | 26332 | 26463 | 26598 | 26702 | 26804 | 26912 |
| 26042 | 26190 | 26335 | 26464 | 26602 | 26703 | 26805 | 26914 |
| 26043 | 26192 | 26336 | 26467 | 26603 | 26708 | 26812 | 26918 |
| 26045 | 26194 | 26338 | 26468 | 26607 | 26713 | 26819 | 26919 |
| 26046 | 26196 | 26339 | 26470 | 26615 | 26714 | 26822 | 26921 |
| 26048 | 26197 | 26340 | 26475 | 26616 | 26715 | 26824 | 26924 |
| 26050 | 26201 | 26344 | 26478 | 26618 | 26717 | 26826 | 26925 |
| 26053 | 26203 | 26349 | 26482 | 26625 | 26718 | 26827 | 26927 |
| 26055 | 26208 | 26350 | 26484 | 26627 | 26719 | 26831 | 26929 |
| 26058 | 26211 | 26352 | 26494 | 26628 | 26721 | 26835 | 26931 |
| 26062 | 26213 | 26353 | 26496 | 26632 | 26723 | 26836 | 26939 |
| 26064 | 26215 | 26356 | 26499 | 26633 | 26731 | 26841 | 26943 |
| 26067 | 26218 | 26363 | 26501 | 26635 | 26732 | 26844 | 26944 |
| 26068 | 26220 | 26364 | 26506 | 26638 | 26733 | 26846 | 26945 |
| 26071 | 26221 | 26365 | 26511 | 26640 | 26734 | 26848 | 26948 |
| 26072 | 26222 | 26370 | 26512 | 26641 | 26737 | 26849 | 26952 |
| 26073 | 26225 | 26377 | 26513 | 26643 | 26739 | 26850 | 26954 |
| 26074 | 26241 | 26380 | 26516 | 26645 | 26740 | 26853 | 26958 |
| 26076 | 26245 | 26381 | 26517 | 26647 | 26743 | 26855 | 26965 |
| 26077 | 26248 | 26386 | 26518 | 26648 | 26744 | 26856 | 26966 |
| 26081 | 26256 | 26389 | 26523 | 26650 | 26745 | 26861 | 26970 |
| 26082 | 26260 | 26395 | 26525 | 26653 | 26746 | 26867 | 26974 |
| 26083 | 26270 | 26398 | 26529 | 26657 | 26747 | 26868 | 26975 |
| 26084 | 26276 | 26399 | 26530 | 26660 | 26748 | 26870 | 26981 |
| 26085 | 26280 | 26402 | 26539 | 26661 | 26750 | 26873 | 26984 |
| 26086 | 26282 | 26405 | 26540 | 26666 | 26752 | 26874 | 26990 |
| 26095 | 26285 | 26407 | 26545 | 26667 | 26757 | 26875 | 26992 |
| 26100 | 26287 | 26412 | 26550 | 26670 | 26758 | 26876 | 26994 |
| 26103 | 26288 | 26418 | 26555 | 26672 | 26761 | 26881 | 26995 |
| 26104 | 26294 | 26421 | 26556 | 26675 | 26763 | 26885 | 26999 |
| 26113 | 26295 | 26424 | 26557 | 26677 | 26768 | 26886 | |

Item 7:

Reconstruction and Conditional Sale Agreement

SCHEDULE C

Allocation Schedule of
Each \$1,000,000 of 10.00% CSA Indebtedness

| <u>Payment Date</u> | <u>Debt Service</u> | <u>Interest Payment</u> | <u>Principal Recovery</u> | <u>Ending Principal</u> |
|-------------------------|---------------------|-----------------------------|-------------------------------|-----------------------------|
| 12/28/79 | \$ * | \$ * | \$ -0- | \$1,000,000.00 |
| 2/2/80 | * | * | -0- | 1,000,000.00 |
| 8/2/80 | 96,342.29 | 50,000.00 | 46,342.29 | 953,657.71 |
| 2/2/81 | 96,342.29 | 47,682.89 | 48,659.40 | 904,998.31 |
| 8/2/81 | 96,342.29 | 45,249.92 | 51,092.37 | 853,905.94 |
| 2/2/82 | 96,342.29 | 42,695.30 | 53,646.99 | 800,258.95 |
| 8/2/82 | 96,342.29 | 40,012.95 | 56,329.34 | 743,929.61 |
| 2/2/83 | 96,342.29 | 37,196.48 | 59,145.81 | 684,783.80 |
| 8/2/83 | 96,342.29 | 34,239.19 | 62,103.10 | 622,680.70 |
| 2/2/84 | 96,342.29 | 31,134.04 | 65,208.25 | 557,472.45 |
| 8/2/84 | 96,342.29 | 27,873.63 | 68,468.66 | 489,003.79 |
| 2/2/85 | 96,342.29 | 24,450.19 | 71,892.10 | 417,111.69 |
| 8/2/85 | 96,342.29 | 20,855.59 | 75,486.70 | 341,624.99 |
| 2/2/86 | 96,342.29 | 17,081.25 | 79,261.04 | 262,363.95 |
| 8/2/86 | 96,342.29 | 13,118.20 | 83,224.09 | 179,139.86 |
| 2/2/87 | 96,342.29 | 8,956.99 | 87,385.30 | 91,754.56 |
| 8/2/87 | 96,342.29 | 4,587.73 | 91,754.56 | -0- |

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date in accordance with the fourth paragraph of Article 3 hereof.

AMENDMENT AND AGREEMENT (this "Agreement") dated as of March 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Builder" or the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), TENTH HFC LEASING CORPORATION (an "Owner"), HFC LEASING INC. (the "Owner Parent"), CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (an "Owner") and CONNELL RICE & SUGAR CO., INC. (the "Original Investor").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of December 1, 1978 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of December 1, 1978 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of December 1, 1978 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of December 1, 1978 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equip-

ment dated as of December 1, 1978 (the "Lease"), and a Hulk Purchase Agreement dated as of December 1, 1978 (the "Hulk Purchase Agreement"); the Owners and the Vendee have entered into a Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of December 1, 1978 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, at 10:45 a.m. and were assigned recordation numbers 10026, 10026-A, 10026-B, 10026-C and 10026-D, respectively;

WHEREAS the parties hereto desire to amend the RCSA and the Lease to change certain provisions with respect to defaults thereunder;

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to change various railroad road numbers and other information relating to the specifications of the Equipment; and

WHEREAS the Owners desire to authorize the Vendee to execute and deliver a certain Supplement dated as of March 1, 1979, to the Participation Agreement, among the Lessee, the Agent, the Owners, the Owner Parent, the Vendee and the parties named in Schedule A thereto (the "Supplement").

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

1. Schedule A to the RCSA is amended in its entirety as shown in Item 1 of Exhibit A hereto. Annex I to the Transfer Agreement is amended in its entirety as shown in Item 2 of Exhibit A hereto. Schedule A to the Lease is amended in its entirety as shown in Item 3 of Exhibit A hereto. Annex I to the Hulk Purchase Agreement is amended in its entirety as shown in Item 4 of Exhibit A hereto.

2. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by adding to Item I of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and to Item I of Schedule A to the RCSA and the Lease the railroad road numbers specified in Item 5 of Exhibit A hereto.

3. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by

deleting from Item X of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item X of Schedule A to the RCSA and the Lease the following railroad road numbers: WM 40418 and WM 71820, and substituting in place thereof the following railroad road numbers: WM 70418 and WM 70820.

4. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by deleting from Item V of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item V of Schedule A to the RCSA and the Lease the following railroad road number: BO 153426, and substituting in place thereof the following railroad road number: BO 153526.

5. Item A of Annex I to the Hulk Purchase Agreement and the Transfer Agreement is further amended in its entirety as shown in Item 6 of Exhibit A hereto.

6. The Lease is hereby amended by deleting the third line of Section 9(A) thereof and substituting in place thereof the following language: "such default shall continue for five days;". The RCSA is hereby amended by: (a) deleting the third line of Article 14(a) thereof and substituting in place thereof the following language: "hereunder and such default shall continue for five days;", and (b) inserting between the words "Vendee" and "and" in the

second line of page R-22 the following language: "(such 10-day period to commence on the day upon which the Vendee shall receive such written notice)".

7. Schedule C to the RCSA is amended in its entirety as shown in Item 7 of Exhibit A hereto.

8. Execution and delivery of this Agreement by each of the Owners shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement and the Supplement.

9. The Documents are hereby amended to permit the aforesaid amendments thereto. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

10. Except as amended hereby, the Documents shall remain in full force and effect.

11. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

12. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

13. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice-President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

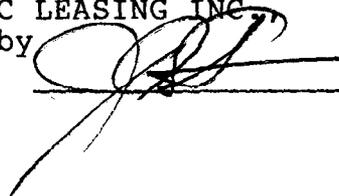
[Corporate Seal]

Attest:

Corporate Trust Officer

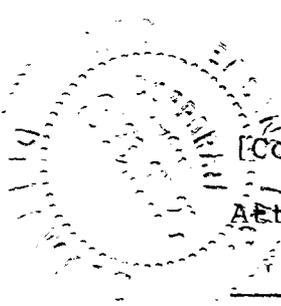
HFC LEASING INC.

by



[Corporate Seal]

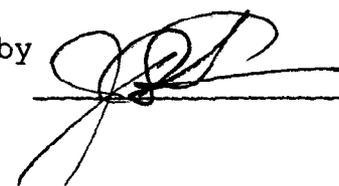
Attest:



Elizabeth K. Kasper

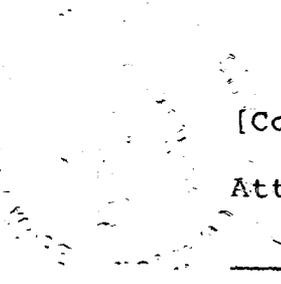
TENTH HFC LEASING CORPORATION,

by



[Corporate Seal]

Attest:



Elizabeth K. Kasper

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

[Corporate Seal]

Attest:

CONNELL RICE & SUGAR CO. INC.,

by

[Corporate Seal]

Attest:

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,) ss:

On this _____ day of March 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

[Notarial Seal]

My Commission expires _____

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

On this 26th day of March 1979, before me personally appeared JOHN C. SALOMONE, to me personally known, who, being by me duly sworn, says that he is a Wice ASSISTANT President of TENTH HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Intenante

Notary Public

[Notarial Seal]

My Commission expires _____



STATE OF NEW JERSEY,)
) ss:
COUNTY OF UNION,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company 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

Amendment and Agreement

Exhibit A

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|------------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 188 | XM | 50' 70 ton Box Cars | A&C | \$4,000 | \$ 752,000 | \$ 5,260 | \$ 988,880 | \$ 9,260 | \$1,740,880 |
| 235 | XM | 50' 50 ton Box Cars | B | 4,000 | 940,000 | 5,260 | 1,236,100 | 9,260 | 2,176,100 |
| 302 | XL | 50' 50 ton Box Cars | D,E,F & H | 4,000 | 1,208,000 | 5,260 | 1,588,520 | 9,260 | 2,796,520 |
| 40 | XL | 50' 50 ton Box Cars | F | 3,000 | 120,000 | 10,085 | 403,400 | 13,085 | 523,400 |
| 40 | XL | 50' 50 ton Box Cars | G | 2,000 | 80,000 | 10,085 | 403,400 | 12,085 | 483,400 |
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K | 3,000 | 471,000 | 8,607 | 1,351,299 | 11,607 | 1,822,299 |
| 42 | GB | 52'6" 70 ton Gondola Cars | I | \$4,000 | \$ 168,000 | \$ 5,562 | \$ 233,604 | \$ 9,562 | \$ 401,604 |

Item 1:

| Quantity | AAR Mechanical Designation | Description | Railroad Road Numbers** | Hulk Purchase Price | | Base Reconstruction Cost† | | Total Hulk Pur- chase Price and Reconstruction Cost | |
|----------|----------------------------------|---------------------------------|-------------------------------|------------------------|-------------|------------------------------|-----------|---|------------|
| | | | | Per Unit | Total | Per Unit | Total | Per Unit | Total |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 | 5,269 | 353,023 | 7,769 | 520,523 |
| 20 | FM | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 | 5,269 | 105,380 | 8,269 | 165,380 |
| 957 | HT | 70 ton Open Top Hoppers | O,P,Q & U | 3,000 | 2,871,000 | 9,950 | 9,522,150 | 12,950 | 12,393,150 |
| 1,165 | HT | 70 ton Open Top Hoppers | O,P, Q & U | 4,000 | \$4,660,000 | 4,837 | 5,635,105 | 8,837 | 10,295,105 |
| 140 | HT | 80 ton Open Top Hoppers | R,S,V & W | 3,500 | 490,000 | 9,950 | 1,393,000 | 13,450 | 1,883,000 |
| 159 | HT | 80 ton Open Top Hoppers | R,S,V & W | 4,500 | 715,500 | 4,837 | 769,083 | 9,337 | 1,484,583 |
| 73 | HT | 85 ton Open Top Hoppers | T | 3,500 | 255,500 | 9,950 | 726,350 | 13,450 | 981,850 |
| 30 | HT | 85 ton Open Top Hoppers | T | 4,500 | 135,000 | 4,837 | 145,110 | 9,337 | 280,110 |

| Quantity | AAR Mechanical Designation | Description | Railroad Road Numbers** | Hulk Purchase Price | | Base Reconstruction Cost† | | Total Hulk Pur- chase Price and Reconstruction Cost | |
|--------------|----------------------------------|-------------------------------|-------------------------------|------------------------|---------------------|------------------------------|---------------------|---|---------------------|
| | | | | Per Unit | Total | Per Unit | Total | Per Unit | Total |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z | \$3,500 | \$ 857,500 | \$ 9,950 | \$2,437,750 | \$13,450 | \$3,295,250 |
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 | 4,837 | 1,262,457 | 9,337 | 2,436,957 |
| <u>4,121</u> | | | | | <u>\$15,125,500</u> | | <u>\$28,554,611</u> | | <u>\$43,680,111</u> |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Agreement to which this Schedule A is annexed ("this Agreement"), this Agreement will only cover those units of Equipment that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Vendee on or before June 15, 1979, and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Equipment covered by this Agreement, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those units of Equipment covered by this Agreement, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Schedule A.

† Subject to 10% cost escalation based on actual Builder's cost.

Item 2:

TRANSFER AGREEMENT

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|------------------------------------|------------------------------------|
| 188 | 50' 70 ton Box Cars | A & C |
| 235 | 50' 50 ton Box Cars | B |
| 302 | 50' 50 ton Box Cars | D, E, F & H |
| 40 | 50' 50 ton Box Cars | F |
| 40 | 50' 50 ton Box Cars | G |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | 52'6" 70 ton Gondola Cars | I |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Annex I to the Hulk Purchase Agreement.

ANNEX I
(Continued)

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---------------------------------|------------------------------------|
| 67 | 53'6" 70 ton Flat Cars | L & M |
| 20 | 51'3" 50 ton Flat Cars | N |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | 85 ton Open Top Hoppers | T |
| 30 | 85 ton Open Top Hoppers | T |
| 245 | 70 ton Open Top Hoppers | X, Y & Z |
| 261 | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | |

Item 3:

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---|------------------------|------------------------------------|
| 188 | XM | 50' 70 ton Box Cars | A & C |
| 235 | XM | 50' 50 ton Box Cars | B |
| 302 | XL | 50' 50 ton Box Cars | D, E, F & H |
| 40 | XL | 50' 50 ton Box Cars | F |
| 40 | XL | 50' 50 ton Box Cars | G |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Lease of Railroad Equipment to which this Schedule A is annexed ("this Lease"), this Lease will only cover those Units that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Lessor on or before June 15, 1979, under the RCSA and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Units covered by this Lease, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those Units covered by this Lease, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Schedule A to the RCSA.

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|---------------------------------|----------------------------------|
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | GB | 52'6" 70 ton Gondola Cars | I |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M |
| 20 | FM | 51'3" 50 ton Flat Cars | N |
| 957 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | HT | 85 ton Open Top Hoppers | T |
| 30 | HT | 85 ton Open Top Hoppers | T |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|-------------------------------|----------------------------------|
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | | |

Item 4:

Hulk Purchase Agreement

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------|------------------------------------|--------------------------------|--------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 188 | 50' 70 ton Box Cars | A & C | \$4,000 | \$ 752,000 |
| 235 | 50' 50 ton Box Cars | B | 4,000 | 940,000 |
| 302 | 50' 50 ton Box Cars | D, E, F & H | 4,000 | 1,208,000 |
| 40 | 50' 50 ton Box Cars | F | 3,000 | 120,000 |
| 40 | 50' 50 ton Box Cars | G | 2,000 | 80,000 |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Hulk Purchase Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Annex I.†

† As filed with the Interstate Commerce Commission.

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------------|----------------------------------|--------------------------------|---------------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K | \$3,000 | \$ 471,000 |
| 42 | 52'6" 70 ton Gondola Cars | I | 4,000 | 168,000 |
| 67 | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 |
| 20 | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U | 3,000 | 2,871,000 |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U | 4,000 | 4,660,000 |
| 140 | 80 ton Open Top Hoppers | R, S, V & W | 3,500 | 490,000 |
| 159 | 80 ton Open Top Hoppers | R, S, V & W | 4,500 | 715,500 |
| 73 | 85 ton Open Top Hoppers | T | 3,500 | 225,500 |
| 30 | 85 ton Open Top Hoppers | T | 4,500 | 135,000 |
| 245 | 70 ton Open Top Hoppers | X, Y & Z | 3,500 | 857,500 |
| 261 | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 |
| <u>4,121</u> | | | | <u>\$15,125,500</u> |

Item 5:

| | |
|----------|----------|
| CO 32375 | CO 32417 |
| CO 32376 | CO 32420 |
| CO 32383 | CO 32422 |
| CO 32384 | CO 32426 |
| CO 32385 | CO 32427 |
| CO 32388 | CO 32430 |
| CO 32393 | CO 32435 |
| CO 32394 | CO 32436 |
| CO 32397 | CO 32438 |
| CO 32401 | CO 32440 |
| CO 32402 | CO 32441 |
| CO 32404 | CO 32444 |
| CO 32407 | CO 32446 |
| CO 32410 | |
| CO 32413 | |
| CO 32414 | |

Item 6:

ANNEX I

50' 70-Ton Box Cars
CO 26000-26999

A.

| | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 26000 | 26114 | 26302 | 26425 | 26560 | 26680 | 26770 | 26888 |
| 26001 | 26118 | 26304 | 26426 | 26561 | 26681 | 26775 | 26889 |
| 26003 | 26125 | 26308 | 26430 | 26565 | 26682 | 26776 | 26890 |
| 26007 | 26126 | 26310 | 26432 | 26568 | 26684 | 26778 | 26895 |
| 26009 | 26127 | 26312 | 26434 | 26570 | 26685 | 26779 | 26896 |
| 26010 | 26142 | 26313 | 26435 | 26573 | 26689 | 26780 | 26897 |
| 26013 | 26143 | 26314 | 26437 | 26576 | 26690 | 26781 | 26901 |
| 26016 | 26144 | 26316 | 26438 | 26579 | 26691 | 26783 | 26902 |
| 26018 | 26146 | 26321 | 26441 | 26581 | 26693 | 26788 | 26904 |
| 26019 | 26151 | 26322 | 26454 | 26584 | 26696 | 26790 | 26906 |
| 26029 | 26152 | 26325 | 26457 | 26586 | 26697 | 26791 | 26907 |
| 26032 | 26162 | 26328 | 26459 | 26592 | 26698 | 26800 | 26908 |
| 26038 | 26170 | 26330 | 26462 | 26593 | 26699 | 26801 | 26911 |
| 26041 | 26179 | 26332 | 26463 | 26598 | 26702 | 26804 | 26912 |
| 26042 | 26190 | 26335 | 26464 | 26602 | 26703 | 26805 | 26914 |
| 26043 | 26192 | 26336 | 26467 | 26603 | 26708 | 26812 | 26918 |
| 26045 | 26194 | 26338 | 26468 | 26607 | 26713 | 26819 | 26919 |
| 26046 | 26196 | 26339 | 26470 | 26615 | 26714 | 26822 | 26921 |
| 26048 | 26197 | 26340 | 26475 | 26616 | 26715 | 26824 | 26924 |
| 26050 | 26201 | 26344 | 26478 | 26618 | 26717 | 26826 | 26925 |
| 26053 | 26203 | 26349 | 26482 | 26625 | 26718 | 26827 | 26927 |
| 26055 | 26208 | 26350 | 26484 | 26627 | 26719 | 26831 | 26929 |
| 26058 | 26211 | 26352 | 26494 | 26628 | 26721 | 26835 | 26931 |
| 26062 | 26213 | 26353 | 26496 | 26632 | 26723 | 26836 | 26939 |
| 26064 | 26215 | 26356 | 26499 | 26633 | 26731 | 26841 | 26943 |
| 26067 | 26218 | 26363 | 26501 | 26635 | 26732 | 26844 | 26944 |
| 26068 | 26220 | 26364 | 26506 | 26638 | 26733 | 26846 | 26945 |
| 26071 | 26221 | 26365 | 26511 | 26640 | 26734 | 26848 | 26948 |
| 26072 | 26222 | 26370 | 26512 | 26641 | 26737 | 26849 | 26952 |
| 26073 | 26225 | 26377 | 26513 | 26643 | 26739 | 26850 | 26954 |
| 26074 | 26241 | 26380 | 26516 | 26645 | 26740 | 26853 | 26958 |
| 26076 | 26245 | 26381 | 26517 | 26647 | 26743 | 26855 | 26965 |
| 26077 | 26248 | 26386 | 26518 | 26648 | 26744 | 26856 | 26966 |
| 26081 | 26256 | 26389 | 26523 | 26650 | 26745 | 26861 | 26970 |
| 26082 | 26260 | 26395 | 26525 | 26653 | 26746 | 26867 | 26974 |
| 26083 | 26270 | 26398 | 26529 | 26657 | 26747 | 26868 | 26975 |
| 26084 | 26276 | 26399 | 26530 | 26660 | 26748 | 26870 | 26981 |
| 26085 | 26280 | 26402 | 26539 | 26661 | 26750 | 26873 | 26984 |
| 26086 | 26282 | 26405 | 26540 | 26666 | 26752 | 26874 | 26990 |
| 26095 | 26285 | 26407 | 26545 | 26667 | 26757 | 26875 | 26992 |
| 26100 | 26287 | 26412 | 26550 | 26670 | 26758 | 26876 | 26994 |
| 26103 | 26288 | 26418 | 26555 | 26672 | 26761 | 26881 | 26995 |
| 26104 | 26294 | 26421 | 26556 | 26675 | 26763 | 26885 | 26999 |
| 26113 | 26295 | 26424 | 26557 | 26677 | 26768 | 26886 | |

Item 7:

Reconstruction and Conditional Sale Agreement

SCHEDULE C

Allocation Schedule of
Each \$1,000,000 of 10.00% CSA Indebtedness

| <u>Payment Date</u> | <u>Debt Service</u> | <u>Interest Payment</u> | <u>Principal Recovery</u> | <u>Ending Principal</u> |
|-------------------------|---------------------|-----------------------------|-------------------------------|-----------------------------|
| 12/28/79 | \$ * | \$ * | \$ -0- | \$1,000,000.00 |
| 2/2/80 | * | * | -0- | 1,000,000.00 |
| 8/2/80 | 96,342.29 | 50,000.00 | 46,342.29 | 953,657.71 |
| 2/2/81 | 96,342.29 | 47,682.89 | 48,659.40 | 904,998.31 |
| 8/2/81 | 96,342.29 | 45,249.92 | 51,092.37 | 853,905.94 |
| 2/2/82 | 96,342.29 | 42,695.30 | 53,646.99 | 800,258.95 |
| 8/2/82 | 96,342.29 | 40,012.95 | 56,329.34 | 743,929.61 |
| 2/2/83 | 96,342.29 | 37,196.48 | 59,145.81 | 684,783.80 |
| 8/2/83 | 96,342.29 | 34,239.19 | 62,103.10 | 622,680.70 |
| 2/2/84 | 96,342.29 | 31,134.04 | 65,208.25 | 557,472.45 |
| 8/2/84 | 96,342.29 | 27,873.63 | 68,468.66 | 489,003.79 |
| 2/2/85 | 96,342.29 | 24,450.19 | 71,892.10 | 417,111.69 |
| 8/2/85 | 96,342.29 | 20,855.59 | 75,486.70 | 341,624.99 |
| 2/2/86 | 96,342.29 | 17,081.25 | 79,261.04 | 262,363.95 |
| 8/2/86 | 96,342.29 | 13,118.20 | 83,224.09 | 179,139.86 |
| 2/2/87 | 96,342.29 | 8,956.99 | 87,385.30 | 91,754.56 |
| 8/2/87 | 96,342.29 | 4,587.73 | 91,754.56 | -0- |

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date in accordance with the fourth paragraph of Article 3 hereof.

AMENDMENT AND AGREEMENT (this "Agreement") dated as of March 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Builder" or the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), TENTH HFC LEASING CORPORATION (an "Owner"), HFC LEASING INC. (the "Owner Parent"), CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (an "Owner") and CONNELL RICE & SUGAR CO., INC. (the "Original Investor").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of December 1, 1978 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of December 1, 1978 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of December 1, 1978 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of December 1, 1978 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equip-

ment dated as of December 1, 1978 (the "Lease"), and a Hulk Purchase Agreement dated as of December 1, 1978 (the "Hulk Purchase Agreement"); the Owners and the Vendee have entered into a Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of December 1, 1978 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, at 10:45 a.m. and were assigned recordation numbers 10026, 10026-A, 10026-B, 10026-C and 10026-D, respectively;

WHEREAS the parties hereto desire to amend the RCSA and the Lease to change certain provisions with respect to defaults thereunder;

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to change various railroad road numbers and other information relating to the specifications of the Equipment; and

WHEREAS the Owners desire to authorize the Vendee to execute and deliver a certain Supplement dated as of March 1, 1979, to the Participation Agreement, among the Lessee, the Agent, the Owners, the Owner Parent, the Vendee and the parties named in Schedule A thereto (the "Supplement").

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

1. Schedule A to the RCSA is amended in its entirety as shown in Item 1 of Exhibit A hereto. Annex I to the Transfer Agreement is amended in its entirety as shown in Item 2 of Exhibit A hereto. Schedule A to the Lease is amended in its entirety as shown in Item 3 of Exhibit A hereto. Annex I to the Hulk Purchase Agreement is amended in its entirety as shown in Item 4 of Exhibit A hereto.

2. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by adding to Item I of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and to Item I of Schedule A to the RCSA and the Lease the railroad road numbers specified in Item 5 of Exhibit A hereto.

3. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by

deleting from Item X of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item X of Schedule A to the RCSA and the Lease the following railroad road numbers: WM 40418 and WM 71820, and substituting in place thereof the following railroad road numbers: WM 70418 and WM 70820.

4. The Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease are hereby further amended by deleting from Item V of Annex I to the Hulk Purchase Agreement and the Transfer Agreement and Item V of Schedule A to the RCSA and the Lease the following railroad road number: BO 153426, and substituting in place thereof the following railroad road number: BO 153526.

5. Item A of Annex I to the Hulk Purchase Agreement and the Transfer Agreement is further amended in its entirety as shown in Item 6 of Exhibit A hereto.

6. The Lease is hereby amended by deleting the third line of Section 9(A) thereof and substituting in place thereof the following language: "such default shall continue for five days;". The RCSA is hereby amended by: (a) deleting the third line of Article 14(a) thereof and substituting in place thereof the following language: "hereunder and such default shall continue for five days;", and (b) inserting between the words "Vendee" and "and" in the

second line of page R-22 the following language: "(such 10-day period to commence on the day upon which the Vendee shall receive such written notice)".

7. Schedule C to the RCSA is amended in its entirety as shown in Item 7 of Exhibit A hereto.

8. Execution and delivery of this Agreement by each of the Owners shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement and the Supplement.

9. The Documents are hereby amended to permit the aforesaid amendments thereto. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

10. Except as amended hereby, the Documents shall remain in full force and effect.

11. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

12. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

13. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice-President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

HFC LEASING INC.,

by

[Corporate Seal]

Attest:

TENTH HFC LEASING CORPORATION,

by

[Corporate Seal]

Attest:



CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

[Handwritten Signature]

[Corporate Seal]

Attest:

[Handwritten Signature]



CONNELL RICE & SUGAR CO. INC.,

by _____

[Corporate Seal]

Attest:

[Handwritten Signature]

STATE OF OHIO,)
) ss:
COUNTY OF CUYAHOGA,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss:
COUNTY OF HARTFORD,)

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
)
 CITY OF BALTIMORE,) ss:

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of March 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of TENTH HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW JERSEY,)
) ss:
 COUNTY OF UNION,)

On this *27th* day of March 1979, before me personally appeared *Grover Connell*, to me personally known, who, being by me duly sworn, says that he is *President* of CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company 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.

Natalie P. Juremanna
 Notary Public

[Notarial Seal]

My Commission expires

NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Nov. 28, 1982

Amendment and Agreement

Exhibit A

Reconstruction and Conditional Sale Agreement

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|------------------------------------|--|--------------------------------|--------------|--------------------------------------|--------------|--|--------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 188 | XM | 50' 70 ton Box Cars | A&C | \$4,000 | \$ 752,000 | \$ 5,260 | \$ 988,880 | \$ 9,260 | \$1,740,880 |
| 235 | XM | 50' 50 ton Box Cars | B | 4,000 | 940,000 | 5,260 | 1,236,100 | 9,260 | 2,176,100 |
| 302 | XL | 50' 50 ton Box Cars | D,E,F & H | 4,000 | 1,208,000 | 5,260 | 1,588 520 | 9,260 | 2,796,520 |
| 40 | XL | 50' 50 ton Box Cars | F | 3,000 | 120,000 | 10,085 | 403,400 | 13,085 | 523,400 |
| 40 | XL | 50' 50 ton Box Cars | G | 2,000 | 80,000 | 10,085 | 403,400 | 12,085 | 483,400 |
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K | 3,000 | 471,000 | 8,607 | 1,351,299 | 11,607 | 1,822,299 |
| 42 | GB | 52'6" 70 ton Gondola Cars | I | \$4,000 | \$ 168,000 | \$ 5,562 | \$ 233,604 | \$ 9,562 | \$ 401,604 |

Item 1:

| Quantity | AAR Mechanical Designation | Description | Railroad Road Numbers** | Hulk Purchase Price | | Base Reconstruction Cost† | | Total Hulk Pur- chase Price and Reconstruction Cost | |
|----------|----------------------------------|---------------------------------|-------------------------------|------------------------|-------------|------------------------------|-----------|---|------------|
| | | | | Per Unit | Total | Per Unit | Total | Per Unit | Total |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 | 5,269 | 353,023 | 7,769 | 520,523 |
| 20 | FM | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 | 5,269 | 105,380 | 8,269 | 165,380 |
| 957 | HT | 70 ton Open Top Hoppers | O,P,Q & U | 3,000 | 2,871,000 | 9,950 | 9,522,150 | 12,950 | 12,393,150 |
| 1,165 | HT | 70 ton Open Top Hoppers | O,P, Q & U | 4,000 | \$4,660,000 | 4,837 | 5,635,105 | 8,837 | 10,295,105 |
| 140 | HT | 80 ton Open Top Hoppers | R,S,V & W | 3,500 | 490,000 | 9,950 | 1,393,000 | 13,450 | 1,883,000 |
| 159 | HT | 80 ton Open Top Hoppers | R,S,V & W | 4,500 | 715,500 | 4,837 | 769,083 | 9,337 | 1,484,583 |
| 73 | HT | 85 ton Open Top Hoppers | T | 3,500 | 255,500 | 9,950 | 726,350 | 13,450 | 981,850 |
| 30 | HT | 85 ton Open Top Hoppers | T | 4,500 | 135,000 | 4,837 | 145,110 | 9,337 | 280,110 |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | | <u>Base Reconstruction Cost†</u> | | <u>Total Hulk Pur- chase Price and Reconstruction Cost</u> | |
|-----------------|---|-------------------------------|--|--------------------------------|---------------------|--------------------------------------|---------------------|--|---------------------|
| | | | | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> | <u>Per Unit</u> | <u>Total</u> |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z | \$3,500 | \$ 857,500 | \$ 9,950 | \$2,437,750 | \$13,450 | \$3,295,250 |
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 | 4,837 | 1,262,457 | 9,337 | 2,436,957 |
| <u>4,121</u> | | | | | <u>\$15,125,500</u> | | <u>\$28,554,611</u> | | <u>\$43,680,111</u> |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Agreement to which this Schedule A is annexed ("this Agreement"), this Agreement will only cover those units of Equipment that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Vendee on or before June 15, 1979, and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Equipment covered by this Agreement, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those units of Equipment covered by this Agreement, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Schedule A.

† Subject to 10% cost escalation based on actual Builder's cost.

Item 2:

TRANSFER AGREEMENT

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|------------------------------------|------------------------------------|
| 188 | 50' 70 ton Box Cars | A & C |
| 235 | 50' 50 ton Box Cars | B |
| 302 | 50' 50 ton Box Cars | D, E, F & H |
| 40 | 50' 50 ton Box Cars | F |
| 40 | 50' 50 ton Box Cars | G |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | 52'6" 70 ton Gondola Cars | I |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Transfer Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover such of the Hulks as are delivered by the Seller (as defined in the Hulk Purchase Agreement) and accepted by the Buyer (as defined in the Hulk Purchase Agreement) on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Transfer Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Annex I to the Hulk Purchase Agreement.

ANNEX I
(Continued)

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---------------------------------|------------------------------------|
| 67 | 53'6" 70 ton Flat Cars | L & M |
| 20 | 51'3" 50 ton Flat Cars | N |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | 85 ton Open Top Hoppers | T |
| 30 | 85 ton Open Top Hoppers | T |
| 245 | 70 ton Open Top Hoppers | X, Y & Z |
| 261 | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | |

Item 3:

Lease of Railroad Equipment

SCHEDULE A

Specifications of the Equipment*

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> |
|-----------------|---|------------------------|------------------------------------|
| 188 | XM | 50' 70 ton Box Cars | A & C |
| 235 | XM | 50' 50 ton Box Cars | B |
| 302 | XL | 50' 50 ton Box Cars | D, E, F & H |
| 40 | XL | 50' 50 ton Box Cars | F |
| 40 | XL | 50' 50 ton Box Cars | G |

* It is agreed that, notwithstanding anything to the contrary contained in this Schedule A or in the Lease of Railroad Equipment to which this Schedule A is annexed ("this Lease"), this Lease will only cover those Units that are reconstructed from Hulks that are delivered pursuant to the Hulk Purchase Agreement by the Lessee and accepted by the Lessor on or before June 15, 1979, under the RCSA and that have a Maximum Purchase Price not in excess of \$24,150,000. After delivery of all of the Units covered by this Lease, this Schedule A will be appropriately amended (and an appropriate supplement filed with the Interstate Commerce Commission) to describe only those Units covered by this Lease, and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in Schedule A to the RCSA.

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|---------------------------------|----------------------------------|
| 157 | GB | 52'6" 70 ton Gondola Cars | I, J & K |
| 42 | GB | 52'6" 70 ton Gondola Cars | I |
| 67 | FM | 53'6" 70 ton Flat Cars | L & M |
| 20 | FM | 51'3" 50 ton Flat Cars | N |
| 957 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 1,165 | HT | 70 ton Open Top Hoppers | O, P, Q & U |
| 140 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 159 | HT | 80 ton Open Top Hoppers | R, S, V & W |
| 73 | HT | 85 ton Open Top Hoppers | T |
| 30 | HT | 85 ton Open Top Hoppers | T |
| 245 | HT | 70 ton Open Top Hoppers | X, Y & Z |

| <u>Quantity</u> | <u>AAR Mechanical Designation</u> | <u>Description</u> | <u>Railroad Road Numbers</u> |
|-----------------|---|-------------------------------|----------------------------------|
| 261 | HT | 70 ton Open Top Hoppers | X, Y & Z |
| <u>4,121</u> | | | |

Item 4:

Hulk Purchase Agreement

ANNEX I*

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers**</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------|------------------------------------|--------------------------------|--------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 188 | 50' 70 ton Box Cars | A & C | \$4,000 | \$ 752,000 |
| 235 | 50' 50 ton Box Cars | B | 4,000 | 940,000 |
| 302 | 50' 50 ton Box Cars | D, E, F & H | 4,000 | 1,208,000 |
| 40 | 50' 50 ton Box Cars | F | 3,000 | 120,000 |
| 40 | 50' 50 ton Box Cars | G | 2,000 | 80,000 |

* It is agreed that, notwithstanding anything to the contrary contained in this Annex I or in the Hulk Purchase Agreement to which this Annex I is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before June 15, 1979, having a Maximum Purchase Price (as defined in the RCSA) when reconstructed not in excess of \$24,150,000. After delivery of all of the Hulks covered by this Agreement, this Annex I will be appropriately amended to describe only those Hulks covered by this Agreement and will designate the particular road numbers thereof.

** Each letter in the column below will be deemed to refer to the Railroad Road Numbers appearing opposite such letter as it appears elsewhere in this Annex I.†

† As filed with the Interstate Commerce Commission.

| <u>Quantity</u> | <u>Description</u> | <u>Railroad Road Numbers</u> | <u>Hulk Purchase Price</u> | |
|-----------------|------------------------------|----------------------------------|--------------------------------|---------------------|
| | | | <u>Per Unit</u> | <u>Total</u> |
| 157 | 52'6" 70 ton Gondola Cars | I, J & K | \$3,000 | \$ 471,000 |
| 42 | 52'6" 70 ton Gondola Cars | I | 4,000 | 168,000 |
| 67 | 53'6" 70 ton Flat Cars | L & M | 2,500 | 167,500 |
| 20 | 51'3" 50 ton Flat Cars | N | 3,000 | 60,000 |
| 957 | 70 ton Open Top Hoppers | O, P, Q & U | 3,000 | 2,871,000 |
| 1,165 | 70 ton Open Top Hoppers | O, P, Q & U | 4,000 | 4,660,000 |
| 140 | 80 ton Open Top Hoppers | R, S, V & W | 3,500 | 490,000 |
| 159 | 80 ton Open Top Hoppers | R, S, V & W | 4,500 | 715,500 |
| 73 | 85 ton Open Top Hoppers | T | 3,500 | 225,500 |
| 30 | 85 ton Open Top Hoppers | T | 4,500 | 135,000 |
| 245 | 70 ton Open Top Hoppers | X, Y & Z | 3,500 | 857,500 |
| 261 | 70 ton Open Top Hoppers | X, Y & Z | 4,500 | 1,174,500 |
| <u>4,121</u> | | | | <u>\$15,125,500</u> |

Item 5:

CO 32375
CO 32376
CO 32383
CO 32384
CO 32385
CO 32388
CO 32393
CO 32394
CO 32397
CO 32401
CO 32402
CO 32404
CO 32407
CO 32410
CO 32413
CO 32414

CO 32417
CO 32420
CO 32422
CO 32426
CO 32427
CO 32430
CO 32435
CO 32436
CO 32438
CO 32440
CO 32441
CO 32444
CO 32446

Item 6:

ANNEX I

50' 70-Ton Box Cars
CO 26000-26999

A.

| | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 26000 | 26114 | 26302 | 26425 | 26560 | 26680 | 26770 | 26888 |
| 26001 | 26118 | 26304 | 26426 | 26561 | 26681 | 26775 | 26889 |
| 26003 | 26125 | 26308 | 26430 | 26565 | 26682 | 26776 | 26890 |
| 26007 | 26126 | 26310 | 26432 | 26568 | 26684 | 26778 | 26895 |
| 26009 | 26127 | 26312 | 26434 | 26570 | 26685 | 26779 | 26896 |
| 26010 | 26142 | 26313 | 26435 | 26573 | 26689 | 26780 | 26897 |
| 26013 | 26143 | 26314 | 26437 | 26576 | 26690 | 26781 | 26901 |
| 26016 | 26144 | 26316 | 26438 | 26579 | 26691 | 26783 | 26902 |
| 26018 | 26146 | 26321 | 26441 | 26581 | 26693 | 26788 | 26904 |
| 26019 | 26151 | 26322 | 26454 | 26584 | 26696 | 26790 | 26906 |
| 26029 | 26152 | 26325 | 26457 | 26586 | 26697 | 26791 | 26907 |
| 26032 | 26162 | 26328 | 26459 | 26592 | 26698 | 26800 | 26908 |
| 26038 | 26170 | 26330 | 26462 | 26593 | 26699 | 26801 | 26911 |
| 26041 | 26179 | 26332 | 26463 | 26598 | 26702 | 26804 | 26912 |
| 26042 | 26190 | 26335 | 26464 | 26602 | 26703 | 26805 | 26914 |
| 26043 | 26192 | 26336 | 26467 | 26603 | 26708 | 26812 | 26918 |
| 26045 | 26194 | 26338 | 26468 | 26607 | 26713 | 26819 | 26919 |
| 26046 | 26196 | 26339 | 26470 | 26615 | 26714 | 26822 | 26921 |
| 26048 | 26197 | 26340 | 26475 | 26616 | 26715 | 26824 | 26924 |
| 26050 | 26201 | 26344 | 26478 | 26618 | 26717 | 26826 | 26925 |
| 26053 | 26203 | 26349 | 26482 | 26625 | 26718 | 26827 | 26927 |
| 26055 | 26208 | 26350 | 26484 | 26627 | 26719 | 26831 | 26929 |
| 26058 | 26211 | 26352 | 26494 | 26628 | 26721 | 26835 | 26931 |
| 26062 | 26213 | 26353 | 26496 | 26632 | 26723 | 26836 | 26939 |
| 26064 | 26215 | 26356 | 26499 | 26633 | 26731 | 26841 | 26943 |
| 26067 | 26218 | 26363 | 26501 | 26635 | 26732 | 26844 | 26944 |
| 26068 | 26220 | 26364 | 26506 | 26638 | 26733 | 26846 | 26945 |
| 26071 | 26221 | 26365 | 26511 | 26640 | 26734 | 26848 | 26948 |
| 26072 | 26222 | 26370 | 26512 | 26641 | 26737 | 26849 | 26952 |
| 26073 | 26225 | 26377 | 26513 | 26643 | 26739 | 26850 | 26954 |
| 26074 | 26241 | 26380 | 26516 | 26645 | 26740 | 26853 | 26958 |
| 26076 | 26245 | 26381 | 26517 | 26647 | 26743 | 26855 | 26965 |
| 26077 | 26248 | 26386 | 26518 | 26648 | 26744 | 26856 | 26966 |
| 26081 | 26256 | 26389 | 26523 | 26650 | 26745 | 26861 | 26970 |
| 26082 | 26260 | 26395 | 26525 | 26653 | 26746 | 26867 | 26974 |
| 26083 | 26270 | 26398 | 26529 | 26657 | 26747 | 26868 | 26975 |
| 26084 | 26276 | 26399 | 26530 | 26660 | 26748 | 26870 | 26981 |
| 26085 | 26280 | 26402 | 26539 | 26661 | 26750 | 26873 | 26984 |
| 26086 | 26282 | 26405 | 26540 | 26666 | 26752 | 26874 | 26990 |
| 26095 | 26285 | 26407 | 26545 | 26667 | 26757 | 26875 | 26992 |
| 26100 | 26287 | 26412 | 26550 | 26670 | 26758 | 26876 | 26994 |
| 26103 | 26288 | 26418 | 26555 | 26672 | 26761 | 26881 | 26995 |
| 26104 | 26294 | 26421 | 26556 | 26675 | 26763 | 26885 | 26999 |
| 26113 | 26295 | 26424 | 26557 | 26677 | 26768 | 26886 | |

Item 7:

Reconstruction and Conditional Sale Agreement

SCHEDULE C

Allocation Schedule of
Each \$1,000,000 of 10.00% CSA Indebtedness

| <u>Payment Date</u> | <u>Debt Service</u> | <u>Interest Payment</u> | <u>Principal Recovery</u> | <u>Ending Principal</u> |
|-------------------------|---------------------|-----------------------------|-------------------------------|-----------------------------|
| 12/28/79 | \$ * | \$ * | \$ -0- | \$1,000,000.00 |
| 2/2/80 | * | * | -0- | 1,000,000.00 |
| 8/2/80 | 96,342.29 | 50,000.00 | 46,342.29 | 953,657.71 |
| 2/2/81 | 96,342.29 | 47,682.89 | 48,659.40 | 904,998.31 |
| 8/2/81 | 96,342.29 | 45,249.92 | 51,092.37 | 853,905.94 |
| 2/2/82 | 96,342.29 | 42,695.30 | 53,646.99 | 800,258.95 |
| 8/2/82 | 96,342.29 | 40,012.95 | 56,329.34 | 743,929.61 |
| 2/2/83 | 96,342.29 | 37,196.48 | 59,145.81 | 684,783.80 |
| 8/2/83 | 96,342.29 | 34,239.19 | 62,103.10 | 622,680.70 |
| 2/2/84 | 96,342.29 | 31,134.04 | 65,208.25 | 557,472.45 |
| 8/2/84 | 96,342.29 | 27,873.63 | 68,468.66 | 489,003.79 |
| 2/2/85 | 96,342.29 | 24,450.19 | 71,892.10 | 417,111.69 |
| 8/2/85 | 96,342.29 | 20,855.59 | 75,486.70 | 341,624.99 |
| 2/2/86 | 96,342.29 | 17,081.25 | 79,261.04 | 262,363.95 |
| 8/2/86 | 96,342.29 | 13,118.20 | 83,224.09 | 179,139.86 |
| 2/2/87 | 96,342.29 | 8,956.99 | 87,385.30 | 91,754.56 |
| 8/2/87 | 96,342.29 | 4,587.73 | 91,754.56 | -0- |

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date in accordance with the fourth paragraph of Article 3 hereof.