

CRAVATH, SWAINE & MOORE JAN 2 1980 10:35 AM

ONE CHASE MANHATTAN PLAZA INTERSTATE COMMERCE COMMISSION

NEW YORK, N. Y. 10005

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ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

No. 002A023

Date JAN 2 1980

Fee \$ 10.00 December 31, 1979

ICC Washington, D. C.

Amendment Agreement Dated as of June 1, 1979
Amending Lease Filed Under Recordation No. 9360-B

Dear Ms. Mergenovich:

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

Amendment Agreement dated as of June 1, 1979, among Consolidated Rail Corporation, L I M Associates as beneficiary, Mellon Bank, N.A., as Agent, United States Trust Company of New York, as trustee, General Electric Company, as builder, J.P. Morgan Interfunding Corp. and General Electric Credit Corporation as partners and State of Wisconsin Investment Board.

The Amendment Agreement amends a Lease of Railroad Equipment dated as of April 3, 1978, previously filed and recorded with the Interstate Commerce Commission on May 2, 1978 at 4:00 p.m., Recordation Number 9360-B, and another agreement.

Please file and record the Amendment Agreement and assign it Recordation Number 9360-D.

Enclosed is a check for \$10 payable to the Interstate

*This is
counterpart
of the
original*

Commerce Commission for the recordation fee for the Amendment Agreement.

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

Very truly yours,


Martin D. Jacobson
As Agent for
Consolidated Rail Corporation

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

9360
JUN 2 10:35

AMENDMENT AGREEMENT dated as of June 1, 1979, among Consolidated Rail Corporation (the "Lessee"), L.I.M. Associates (the "Beneficiary"), J. P. Morgan Interfunding Corp. ("Morgan"), General Electric Credit Corporation ("GECC"; Morgan and GECC being, respectively, the limited partner and the general partner under an Agreement of Limited Partnership dated as of December 29, 1977 (the "Partnership Agreement"), and being hereinafter sometimes referred to as the "Partners" or individually as a "Partner"), United States Trust Company of New York, as Trustee (the "Vendee"), Mellon Bank, N.A., as Agent (the "Agent"), General Electric Company (the "Builder" and where the context so requires, the term "Builder" may also refer to General Electric Company as guarantor (the "Guarantor") under a certain guarantee agreement hereinbelow referred to), and State of Wisconsin Investment Board.

WHEREAS the parties hereto other than the Builder are parties to a Participation Agreement dated as of April 3, 1978 (the "Participation Agreement"), providing for the financing of certain railroad equipment to be constructed by

the Builder and the leasing of such equipment to the Lessee;

WHEREAS the Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of April 3, 1978 (the "Lease"), which was filed and recorded with the Interstate Commerce Commission (the "ICC") on May 2, 1978, at 4:00 p.m., recordation number 9360-B, and which was assigned to the Agent pursuant to Assignment of Lease and Agreement dated as of April 3, 1978 (the "Assignment of Lease and Agreement"), which Assignment of Lease and Agreement was recorded with the ICC on May 2, 1978, at 4:00 p.m., recordation number 9360-C;

WHEREAS the Guarantor, the Vendee and the Agent are parties to a Guaranty Agreement dated as of April 3, 1978 (the "Guaranty Agreement"); and

WHEREAS the parties hereto desire to amend the Lease.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each party hereto other than the Lessee and the Vendee hereby approves the amendment contained in Section 2 hereof.
2. The Lessee and the Vendee hereby amend (a) the third sentence of the first paragraph of § 3 of the Lease by

deleting therefrom the percentage "5.0421%" and inserting in lieu thereof the percentage "5.15352%" and (b) Schedule B to the Lease is hereby deleted and restated in its entirety as set forth in Exhibit A hereto.

3. This Amendment Agreement shall be governed by the laws of the State of New York.

4. The Assignment of Lease and Agreement is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

6. Except as amended hereby, the Lease and the Assignment of Lease and Agreement shall remain in full force and effect.

7. This Amendment Agreement and the amendments to the Lease effected hereby shall be effective commencing with the rental payment due on the first Rental Payment Date (as defined in the Lease), and for the rental period then ended. Additional rentals due under the Lease by reason of this Amendment Agreement with respect to the first and second Rental Payment Dates shall be payable on December 28, 1979, notwithstanding the Rental Payment Dates set forth in § 3 of the Lease.

8. This Amendment 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 hereto shall execute a counterpart thereof.

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

CONSOLIDATED RAIL CORPORATION,

by

Vice-President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

L.I.M. ASSOCIATES,
by General Electric Credit Corporation,
General Partner,

by

Manager--Transportation
and Facilities Financing

J. P. MORGAN INTERFUNDING CORP.,

by

Vice President

GENERAL ELECTRIC CREDIT CORPORATION,

by

Manager--Transportation and
Facilities Financing

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

General Manager--
Domestic Locomotive
Marketing Department

STATE OF WISCONSIN INVESTMENT
BOARD,

by

Executive Director

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

On this 20th day of December 1979, before me personally appeared R. T. Foy, to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Handwritten signature of Alfonso J. DiGregorio over the printed text 'Notary Public'.

[Notarial Seal]

My Commission expires

ALFONSO J. DIGREGORIO
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 7, 1980

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank 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 national bank.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Dates Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	108.31%
First	109.21
Second	109.83
Third	109.87
Fourth	109.91
Fifth	109.85
Sixth	109.84
Seventh	102.30
Eighth	101.25
Ninth	99.79
Tenth	98.40
Eleventh	88.05
Twelfth	85.86
Thirteenth	83.63
Fourteenth	81.19
Fifteenth	71.85
Sixteenth	69.08
Seventeenth	66.19
Eighteenth	63.19
Nineteenth	60.09
Twentieth	56.87
Twenty-first	53.55
Twenty-second	50.14
Twenty-third	46.62
Twenty-fourth	43.02
Twenty-fifth	39.32
Twenty-sixth	35.53
Twenty-seventh	31.63
Twenty-eighth	27.72
Twenty-ninth	23.81
Thirtieth	20.00

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Martin Jacobson
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/2/1980 at 10:35AM, and assigned recordation number(s). 9360-D, & 9600-D.

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)