

RECORDATION NO. 11661-2
Filed 1425

AUG - 4 1981 - 3 15 PM

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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

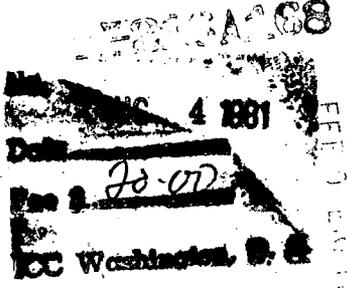
INTERSTATE COMMERCE COMMISSION

MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROMORTON STREET
LONDON EC2N 2BR, ENGLAND
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TELEX: 8814901



RALPH L. MCAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORNSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

Brown covers

See Second Page for Cross-indexing

July 27, 1981

The Chesapeake and Ohio Railway Company
Reconstruction and Conditional Sale Financing
Dated as of March 1, 1980

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of The Chesapeake and Ohio Railway Company are counterparts of an Amendment Agreement No. 3 dated as of July 15, 1981, between The Chesapeake and Ohio Railway Company, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Trustee, amending the following documents:

(a) a Lease of Railroad Equipment dated as of March 1, 1980, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11661-B on April 9, 1980; and

(b) a Lease Agreement dated as of March 1, 1980, between The Connecticut Bank and Trust Company, as Trustee, and The Mercantile-Safe Deposit and Trust Company, filed under Recordation No. 11661-C on April 9, 1980.

The addresses of the parties to the above documents are:

The Chesapeake and Ohio Railway Company
100 North Charles Street
Baltimore, Maryland 21201.

*Also See -
this is under
11661 but
I don't know
the next
letter.*

*Counterpart -
John Swain*

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Jeffrey Stein
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, New York 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 8/4/81 at 3:15PM, and assigned re-
recording number(s) - 11661-G, & 11663-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

No Member

RECORDATION NO. 11661-1 Filed 1425

AUG - 4 1981 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 1, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 1, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 9, 1980, under recordation number 11661-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.69796290" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.51653814" is hereby substituted therefor.

2. The number "17.96417690" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.74243550" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

L.C. Ryzik
Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Patricia J. Sunday
Corporate Secretary

APPROVED
AS TO FORM
res

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by

[Corporate Seal]

Attest:

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

On this 28th day of July 1981, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia 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.

Clara Masuga

Notary Public

[Notarial Seal]
My Commission expires

CLARA MASUGA, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires April 21, 1984

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

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking 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

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	110.2955
06/30/81	115.6890
06/30/82	114.1584
06/30/83	105.6097
06/30/84	99.4610
06/30/85	95.1297
06/30/86	88.4221
06/30/87	78.2893
06/30/88	66.2093
06/30/89	53.7077
06/30/90	37.3819
06/30/91	20.0000
(and for any applicable period, including any storage period, thereafter)	

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	24.4200
Fifth	16.2800
Seventh	8.1400

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT
CORPORATION,

by

J. P. MORGAN INTERFUNDING
CORPORATION,

by

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 1, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 1, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 9, 1980, under recordation number 11661-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.69796290" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.51653814" is hereby substituted therefor.

2. The number "17.96417690" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.74243550" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by

[Signature]

[Corporate Seal]

Attest:

V. Kreuzer



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

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia 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 CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this *23rd* day of *July* 1981, before me personally appeared **F. W. KAWAM** , to me personally known, who, being by me duly sworn, says that he is **VICE PRESIDENT** of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking 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.

Sherree M. Daniels

Notary Public

[Notarial Seal]

My Commission expires

SHEREE M. DANIELS
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	110.2955
06/30/81	115.6890
06/30/82	114.1584
06/30/83	105.6097
06/30/84	99.4610
06/30/85	95.1297
06/30/86	88.4221
06/30/87	78.2893
06/30/88	66.2093
06/30/89	53.7077
06/30/90	37.3819
06/30/91 (and for any applicable period, including any storage period, thereafter)	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	24.4200
Fifth	16.2800
Seventh	8.1400

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT
CORPORATION,

by

J. P. MORGAN INTERFUNDING
CORPORATION,

by

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 1, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

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1. The number "14.69796290" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.51653814" is hereby substituted therefor.

2. The number "17.96417690" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.74243550" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by

[Corporate Seal]

Attest:

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages Schedule

Table 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
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<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	24.4200
Fifth	16.2800
Seventh	8.1400

Consent of Vendor

The Vendor hereby consents to the foregoing Amendment Agreement No. 3 and hereby authorizes the Lessor to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT
TRUST COMPANY,

by

A handwritten signature in cursive script, appearing to read "R. E. Hewitt", is written over a horizontal line.

ASSISTANT VICE PRESIDENT

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT
CORPORATION,

by

J. P. MORGAN INTERFUNDING
CORPORATION,

by

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 1, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO
RAILWAY COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity, but solely as Trustee,

by

[Corporate Seal]

Attest:

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

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia 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 CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking 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

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
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06/30/88	66.2093
06/30/89	53.7077
06/30/90	37.3819
06/30/91 (and for any applicable period, including any storage period, thereafter)	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	24.4200
Fifth	16.2800
Seventh	8.1400

Consent of Vendor

The Vendor hereby consents to the foregoing Amendment Agreement No. 3 and hereby authorizes the Lessor to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT
TRUST COMPANY,

by

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT
CORPORATION,

by

William R. Hancock

J. P. MORGAN INTERFUNDING
CORPORATION,

by

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 1, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 1, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 9, 1980, under recordation number 11661-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.69796290" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.51653814" is hereby substituted therefor.

2. The number "17.96417690" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.74243550" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by

[Corporate Seal]

Attest:

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

On this day of 1981, before me personally
appeared , to me personally known, who,
being by me duly sworn, says that he is an Assistant Vice
President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY
COMPANY, a Virginia 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 CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1981, before me personally
appeared , to me personally known, who,
being by me duly sworn, says that he is
of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut
banking corporation, that one of the seals affixed to the
foregoing instrument is the corporate seal of said Corpora-
tion, 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 instru-
ment was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	110.2955
06/30/81	115.6890
06/30/82	114.1584
06/30/83	105.6097
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06/30/90	37.3819
06/30/91 (and for any applicable period, including any storage period, thereafter)	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	24.4200
Fifth	16.2800
Seventh	8.1400

Consent of Vendor

The Vendor hereby consents to the foregoing Amendment Agreement No. 3 and hereby authorizes the Lessor to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT
TRUST COMPANY,

by

Consent of Owners

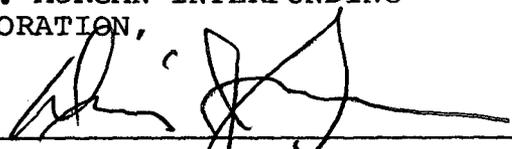
The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT CORPORATION,

by

J. P. MORGAN INTERFUNDING CORPORATION,

by



Dennis J. Bronnen
Vice President