



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

RECORDATION NO. 12564-E
FILED 1425

MAY 5 1989 -11 05 AM

100 North Charles Street
Baltimore, MD 21201
(301) 237-4605

INTERSTATE COMMERCE COMMISSION

May 2, 1989

9-125A003

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

No.
Date
Fee \$

MAY 5 10 51 AM '89
MOTOR OPERATING UNIT

Gentlemen:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are three executed counterparts of a secondary document, not previously recorded, entitled Amendment to Conditional Sale Agreement No. 2 dated as of April 13, 1989.

The parties to the enclosed Amendment to Conditional Sale Agreement No. 2 are:

The Connecticut Bank and Trust Company N.A. (Vendee)
One Constitution Plaza
Hartford, CT 06115

Mercantile-Safe Deposit and Trust Company
(as Agent)
Two Hopkins Plaza
Baltimore, MD 21201

The enclosed document, among other things, amends that certain Conditional Sale Agreement dated as of October 1, 1980, between the Vendee and each of Bethlehem Steel Corporation, Greenville Steel Car Company, Pullman Incorporated (Pullman Standard Division), Thrall Car Manufacturing Company and Whittaker Corporation, Berwick Forge & Fabricating Division (the Builders) and that certain Agreement and Assignment dated as of October 1, 1980 between the Agent and the Builders and recorded with the Interstate Commerce Commission on December 10, 1980, at 4:25 p.m. under Recordation No. 12564. There have been numerous subsequent filings under said series, the last one being made on November 1, 1988, at 10:45 a.m., under Recordation No. 12564-S.

The units of equipment covered by the enclosed document are all units identified in said Conditional Sale Agreement. A short summary of the document to appear in the ICC Index is as follows:

"Amendment to Conditional Sale Agreement
and Agreement and Assignment."

Enclosed is a check in the amount of \$13 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Amendment to Conditional Sale Agreement No. 2 not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,



RFH/mm
Enclosures

12564-T
MAY 5 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT (NO. 2)

AMENDMENT made as of this 13th day of April, 1989, between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, the "Trustee") acting under a Trust Agreement dated as of October 1, 1980, as amended, with the General Electric Credit Corporation (the "Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, acting not in its individual capacity but solely as agent (hereinafter, together with its successors and assigns, the "Agent") for certain institutional investors under a Participation Agreement dated as of October 1, 1980, as amended.

RECITALS

WHEREAS, the Trustee is a party to a Conditional Sale Agreement dated as of October 1, 1980, as amended (as so amended, the "CSA") along with certain manufacturers of railroad equipment listed on the signature pages to the CSA (the "Builders"), pursuant to which the Trustee purchased certain units of railroad equipment described in Annex B to the CSA manufactured by the Builders (the "Equipment");

WHEREAS, the Builders assigned to the Agent certain of their right, title and interest in and to the CSA and to the security interest in and to the Equipment pursuant to an Agreement and Assignment dated as of October 1, 1980 between the Agent and each of the Builders;

WHEREAS, the Trustee and Railgon Company ("Railgon") entered into a Lease of Railroad Equipment dated as of October 1, 1980, as amended (as so amended, the "Lease") pursuant to which the Trustee leased the Equipment to Railgon;

WHEREAS, the Trustee and Railgon have from time to time entered into certain amendments to the Lease pursuant to which certain items of Equipment have been released from the Lease; and

WHEREAS, in consideration of the foregoing, the parties to the CSA have agreed to amend the CSA on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows (certain capitalized terms used and not defined herein having the meanings ascribed thereto in the CSA):

1. The sixth paragraph of Article 4 of the CSA is hereby amended to read in its entirety as follows:

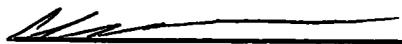
The Trustee will pay, to the extent legally enforceable, interest upon all amounts remaining unpaid in respect of the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio

Grande Western Equipment and the Chicago and North Western Equipment after the same shall have become due and payable pursuant to the terms hereof at a rate per annum equal to the rate publicly announced from time to time by Morgan Guaranty Trust Company as its base lending rate for its most creditworthy corporate customers, plus 2%.

2. Except as modified or amended hereby, the CSA shall remain in full force and effect in accordance with its terms. This Agreement may be executed in two or more counterparts which were taken together shall constitute but one and the same instrument.

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

THE CONNECTICUT BANK AND TRUST
COMPANY; NATIONAL ASSOCIATION,
as Trustee

By:  _____

[Seal]

Attest:

 _____

MERCANTILE SAFE-DEPOSIT AND
TRUST COMPANY, as Agent

By:  _____
Vice President

[Seal]

Attest:

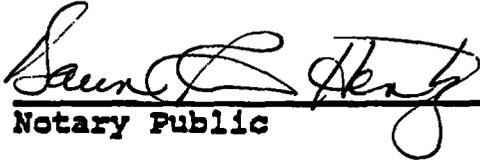
 _____
Corporate Trust Officer

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

On this 13TH day of APRIL, 1989, before me personally appeared V. Kreuzcher, to me personally known, who, being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed 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]

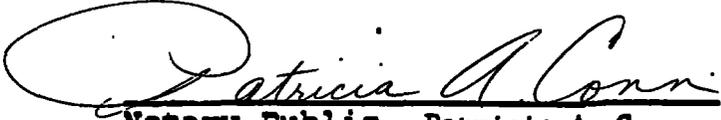

Notary Public

My Commission Expires:

DAWN PICCOLI HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this 13th day of April, 1989, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed 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 - Patricia A. Conn

[Notarial Seal]

My Commission Expires:
July 1, 1990