

RECORDATION NO. 10531-D Filed 1425

CRAVATH, SWAINE & MOORE FEB 20 1980 - 11 10 AM

ONE CHASE MANHATTAN PLAZA

INTERSTATE COMMERCE COMMISSION

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

0-051A070

FEB 20 1980

Date

Fee \$ 10.00

CC Washington, D. C.

RECORDATION NO. Filed 1425

FEB 20 1980 - 11 10 AM

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. MCAFEE
ROYALL VICTOR
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. ORMSBY
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
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COUNSEL
ALBERT R. CONNELLY
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CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

Interstate Commerce Commission

February 18, 1980

Amendment Agreement Dated as of January 30, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 10531 and
Lease Filed under Recordation No. 10531-B

Dear Madam:

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 eleven counterparts of the following document:

Amendment Agreement dated as of January 30, 1980, among Consolidated Rail Corporation, as Lessee, United States Trust Company, as Owner-Trustee, and Mercantile-Safe Deposit and Trust Company, as Agents.

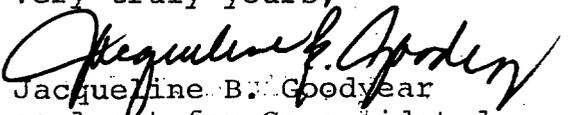
The Amendment Agreement amends a Conditional Sale Agreement dated as of June 1, 1979, previously filed and recorded with the Interstate Commerce Commission on June 22, 1979, at 12:10 p.m., Recordation number 10531 and a Lease of Railroad Equipment, dated as of June 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on June 22, 1979, at 12:10 p.m., Recordation Number 10531-B.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10531-D.

Consent - ET Brane

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

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

Very truly yours,

Jacqueline B. Goodyear
as Agent for Consolidated
Rail Corporation

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

Encl.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Jacqueline B. Goodyear
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/20/80 at 11:10AM, and assigned re-
recording number(s). 10531-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 71531-1 Filed 1425

FEB 20 1980 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, ~~some~~^{SUM} of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by _____

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by *B. Ehrman*
Assistant Vice President

[Corporate Seal]

Attest:

A. Palmer
Asst. Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by _____

[Corporate Seal]

Attest:

Authorized Officer

- 4 AEIC INVESTORS CO. #8,
- CUIC INVESTORS CO. #8,
- EFIC INVESTORS CO. #8,
- NACA INVESTORS CO. #8,

by _____
Vice President of each of such companies

[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by _____

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

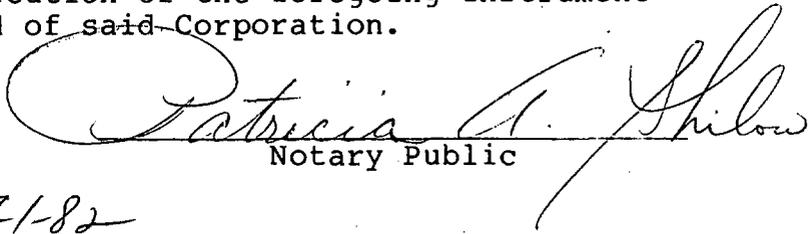
Notary Public

My Commission expires

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

On this ^{13th} day of February 1980, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an 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 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]



Notary Public

My Commission expires 7-1-82

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of CUIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of EFIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

500

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EPIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, ^{sum} some of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by _____

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

AEIC INVESTORS CO. #8,
CUIC INVESTORS CO. #8,
EFIC INVESTORS CO. #8,
NACA INVESTORS CO. #8,

by

Vice President of each of such companies

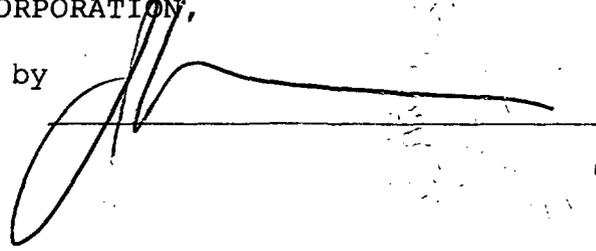
[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by

 _____

[Corporate Seal]

Attest:



Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by _____

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of CUIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of EFIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of NACA INVESTORS CO. #8, 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]

Notary Public

My Commission expires

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF Bergen ,)

On this 13TH day of February 1980, before me personally appeared JAMES M. VANDERVAEK, to me personally known, who being by me duly sworn, says that he is VICE - PRESIDENT of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

George P. Kohutanycz

Notary Public

My Commission expires

GEORGE P. KOHUTANYCZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 24, 1982

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, ~~some~~^{S/M} of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by _____

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

- AEIC INVESTORS CO. #8,
- CUIC INVESTORS CO. #8,
- EFIC INVESTORS CO. #8,
- NACA INVESTORS CO. #8,

by

Vice President of each of such companies

[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by

W F Morris
Senior Vice President

[Corporate Seal]

Attest:

J. Chata
Authorized Officer
Secretary



EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of NACA INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this _____ day of February 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

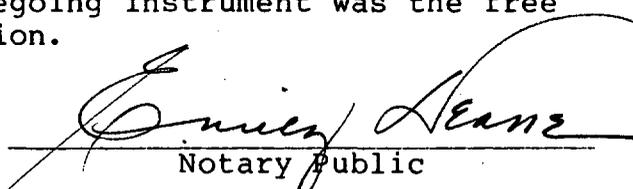
Notary Public

My Commission expires _____

STATE OF ~~ILLINOIS~~ ^{Florida},)
) ss.:
COUNTY OF ~~DUPAGE~~ ^{Dade},)

On this ^{13th} day of February 1980, before me personally appeared ^{D.F. Morris}, to me personally known, who being by me duly sworn, says that he is ^{senior} ~~VICE PRESIDENT~~ of PORTEC, INC. (Railcar Division), 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]



Notary Public

My Commission expires _____

Notary Public, State of Florida at Large
My Commission Expires May 24, 1983
Bonded thru Maynard Bonding Agency

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code, computed pursuant to the double-declining balance, ^{SUM} ~~some~~ of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by _____

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

[Corporate Seal]

Assistant Vice President

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

- AEIC INVESTORS CO. #8,
- CUIC INVESTORS CO. #8,
- EFIC INVESTORS CO. #8,
- NACA INVESTORS CO. #8,

by

[Corporate Seal]

Vice President of each of such companies

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of CUIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of EFIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, ~~some~~ ^{SUM} of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

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10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by _____

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

AEIC INVESTORS CO. #8,
CUIC INVESTORS CO. #8,
EFIC INVESTORS CO. #8,
NACA INVESTORS CO. #8,

by

Vice President of each of such companies

[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by *E. H. Burbank*

[Corporate Seal]

Attest:

Joseph A. Harrison
Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by _____

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by _____

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of NACA INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

Notary Public

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF *Allegheny*,) ss.:

On this *13th* day of February 1980, before me personally appeared *C.L. Burbank*, to me personally known, who being by me duly sworn, says that he is *Manager, Lease Operations* of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Mary Ann Kehlner

Notary Public

My Commission expires

MARY ANN KEHLNER, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Nov. 30, 1981

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

On this _____ day of February 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, ^{sum} ~~some~~ of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

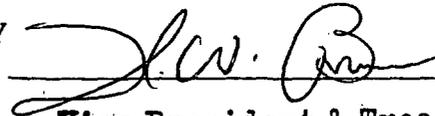
21. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

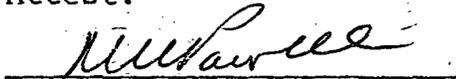
by



Vice President & Treasurer

[Corporate Seal]

Attest:



ASSISTANT SECRETARY

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

AEIC INVESTORS CO. #8,
CUIC INVESTORS CO. #8,
EFIC INVESTORS CO. #8,
NACA INVESTORS CO. #8,

by

Vice President of each of such companies

[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this 13th day of February 1980, before me personally appeared *H. J. Brown*, to me personally known, who being duly sworn, by me, says that he is the *V.P. & Pres.* 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.

[Notarial Seal]

Eileen C. Baker

Notary Public

My Commission expires

EILEEN C. BAKER
Notary Public Philadelphia, Philadelphia Co.
My Commission Expires October 11, 1982

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

On this _____ day of February 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of NACA INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, ~~some~~ ^{sum} of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by _____

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

AEIC INVESTORS CO. #8,
CUIC INVESTORS CO. #8,
EFIC INVESTORS CO. #8,
NACA INVESTORS CO. #8,

by

W. H. Tolson

Vice President of each of such companies

[Corporate Seal]

Attest:

Fran C. Hardaway
Authorized Officer



INGERSOLL-RAND FINANCIAL CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this 13 day of February 1980, before me personally appeared R.W. Moskwa, to me personally known, who being by me duly sworn, says that he is vice president of NACA INVESTORS CO. #8, 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

CHRISTINE RIGBY
Notary Public, State of New York
No. 31-4523530
Qualified in New York County
Commission Expires March 30, 1980

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

On this _____ day of February 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

My Commission expires

Notary Public

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIIC INVESTORS CO. #8, EPIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, some of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by

[Corporate Seal] _____

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

- AEIC INVESTORS CO. #8,
- CUIC INVESTORS CO. #8,
- EFIC INVESTORS CO. #8,
- NACA INVESTORS CO. #8,

by

Vice President of each of such companies

[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by _____

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by *Kenneth H. Batchelder*

KENNETH H. BATCHELDER
ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:

George S. Roncaioli
Authorized Officer
George S. Roncaioli
Assistant Corporate Secretary

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____

[Corporate Seal]

Attest:

Authorized Officer

PORTEC, INC.,

by _____

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1980

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	55,000.00	55,000.00	-0-	1,000,000.00
2/2/81	55,000.00	55,000.00	-0-	1,000,000.00
8/2/81	64,375.15	55,000.00	9,375.15	990,624.85
2/2/82	78,642.18	54,484.37	24,157.81	966,467.04
8/2/82	78,642.18	53,155.69	25,486.49	940,980.55
2/2/83	78,642.18	51,753.93	26,888.25	914,092.30
8/2/83	78,642.18	50,275.08	28,367.10	885,725.20
2/2/84	78,642.18	48,714.89	29,927.29	855,797.91
8/2/84	78,642.18	47,068.89	31,573.29	824,224.62
2/2/85	78,642.18	45,332.35	33,309.83	790,914.79
8/2/85	78,642.18	43,500.31	35,141.87	755,772.92
2/2/86	78,642.18	41,567.51	37,074.67	718,698.25
8/2/86	78,642.18	39,528.40	39,113.78	679,584.47
2/2/87	78,642.18	37,377.15	41,265.03	638,319.44
8/2/87	78,642.18	35,107.57	43,534.61	594,784.83
2/2/88	74,457.59	32,713.17	41,744.42	553,040.41
8/2/88	74,457.59	30,417.22	44,040.37	509,000.04
2/2/89	68,421.51	27,995.00	40,426.51	468,573.53
8/2/89	68,421.51	25,771.54	42,649.97	425,923.56
2/2/90	62,454.94	23,425.80	39,029.14	386,894.42
8/2/90	62,454.94	21,279.19	41,175.75	345,718.67
2/2/91	56,562.09	19,014.53	37,547.56	308,171.11
8/2/91	56,562.09	16,949.41	39,612.68	268,558.43
2/2/92	50,747.40	14,770.71	35,976.69	232,581.74
8/2/92	50,747.40	12,792.00	37,955.40	194,626.34
2/2/93	46,932.54	10,704.45	36,228.09	158,398.25
8/2/93	46,932.54	8,711.90	38,220.64	120,177.61
2/2/94	45,021.36	6,609.77	38,411.59	81,766.02
8/2/94	45,021.36	4,497.13	40,524.23	41,241.79
2/2/95	43,510.09	2,268.30	41,241.79	.00
TOTALS	<u>\$1,970,786.26</u>	<u>\$970,786.26</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

-
1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of CUIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of EFIC INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of NACA INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF *Hartford*)

On this *14th* day of February 1980, before me personally appeared *Kenneth H. Bartelotta*, to me personally known, who being by me duly sworn, says that he is *Assistant Vice President* of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Alison J. McLevedge

Notary Public

My Commission expires

~~Alison J. McLevedge Notary Public
Within and for the State of Connecticut
My Commission Expires March 31, 1984~~
Alison J. McLevedge Notary Public
Within and for the State of Connecticut
My Commission Expires March 31, 1984

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of PORTEC, INC. (Railcar Division), 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]

Notary Public

My Commission expires

AMENDMENT AGREEMENT dated as of January 30, 1980, among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), WESTINGHOUSE CREDIT CORPORATION, INGERSOLL-RAND FINANCIAL CORPORATION, AEIC INVESTORS CO. #8, CUIC INVESTORS CO. #8, EFIC INVESTORS CO. #8, and NACA INVESTORS CO. #8 (the "Beneficiaries"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner-Trustee (the "Vendee"), PORTEC, INC. (Railcar Division) (the "Builder"), and AETNA LIFE INSURANCE COMPANY, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (the "Investors").

The Lessee, the Agent, the Vendee, the Beneficiaries, and the Investors are parties to a Participation Agreement dated as of June 1, 1979, as amended by a Letter Agreement dated as of December 20, 1979 (the "Participation Agreement").

The Builder and the Vendee are parties to a Conditional Sale Agreement dated as of June 1, 1979 (the "CSA"). Pursuant to the CSA, 281 Units (as defined in the CSA) were delivered and accepted in 1979, the Purchase Price (as defined in the CSA) with respect to such 281 Units was \$12,886,091.64 and the CSA Indebtedness (as defined in the CSA) with respect to such Units was \$8,905,441.34.

The Builder and the Agent are parties to an Agreement and Assignment dated as of June 1, 1979 (the "Assignment").

The Lessee and the Vendee are parties to a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease").

The Vendee and the Agent are parties to an Assignment of Lease dated as of June 1, 1979 (the "Lease Assignment").

The Vendee and the Beneficiaries are parties to a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement").

The CSA, the Assignment, the Lease, and the Lease Assignment were filed and recorded pursuant to 49 U.S.C.

§ 11303 on June 22, 1979, at 12:10 p.m., and were assigned recordation numbers 10531, 10531-A, 10531-B, and 10531-C, respectively; and have been deposited with the Registrar General of Canada (with notice of such deposit published in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

The parties hereto have agreed, subject to the terms and conditions hereof, to amend the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The second paragraph of Paragraph 9 of the Participation Agreement is hereby deleted and the following is substituted therefor:

"The Vendee will pay to the Agent such amounts as will enable the Agent to pay to each Investor the following amounts: (a) on the Basic Rent Commencement Date (as defined in the Lease) such amount, if any, as when added to the interest received by the Agent under the CSA on such date, will enable the Agent to pay to each Investor an amount equal to interest on the investment of such Investor for the period from the applicable Date of Deposit to the Basic Rent Commencement Date; (b) on the Cut-Off Date (or as promptly thereafter as practicable), an amount equal to interest on the amount, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the Basic Rent Commencement Date to the date of such repayment, calculated at the rate of 11% per annum in the case of each of clauses (a) and (b). The Vendee will also pay to the Agent such amounts as will enable the Agent to pay to each Investor on each of its Dates of Deposit an amount equal to 1/2 of 1% per annum on the amount deposited by such Investor on such Date of Deposit from January 1, 1979, to such Date of Deposit. The amount payable pursuant to the next preceding sentence shall be determined on an actual elapsed day, 365-day year, basis. The payments to be made by the

Vendee pursuant to this Paragraph 9 shall be payable only out of rentals received by the Vendee (or by the Agent for the account of the Vendee) pursuant to § 3 of the Lease."

2. The date "December 31, 1979" appearing in the second paragraph of Article 3 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

3. The date "January 31, 1980" appearing in the second sentence of the second paragraph of Article 4 of the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

4. Subparagraph (b) of the third paragraph of Article 4 of the CSA and the fourth paragraph of Article 4 of the CSA are hereby deleted and the following are substituted therefor:

"(b) in 30 semiannual installments (in respect of Units delivered and accepted in 1979) or in 28 semiannual installments (in respect of Units delivered and accepted in 1980), as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of equipment, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (the 'CSA Indebtedness') shall be payable on February 2 and August 2 of each year, commencing August 2, 1980 (with respect to Units delivered and accepted in 1979), and August 2, 1981 (with respect to Units delivered and accepted in 1980), to and including February 2, 1995 (or, if any such date is not a business day, on the next preceding business day), each such date being hereinafter called a 'Payment Date'. The unpaid balance of the CSA Indebtedness from time to time outstanding shall bear interest at the rate of 11.00% per annum payable, to the extent accrued, on February 2, 1980, and on each Payment Date. The installments of principal payable on each Payment Date with respect to each Unit shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the allocation set forth in the appropriate table in Schedule I

hereto (subject to the provisions of Article 7 hereof) and the aggregate of such installments of principal will completely amortize the CSA Indebtedness. The Vendee will furnish to the Vendor and the Lessee promptly after the last Closing Date a schedule showing the respective amounts of principal and interest payable on each Payment Date."

5. The penultimate paragraph of Article 7 of the CSA is hereby deleted and the following is substituted therefor:

"The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the Casualty Payment Date with respect to such unit (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such Casualty Payment Date. For the purpose of this paragraph, each payment of Purchase Price in respect of Equipment delivered and accepted in each calendar year made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment delivered and accepted in such calendar year in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all of the Equipment delivered and accepted in such calendar year."

6. The CSA Indebtedness amortization table set forth as Schedule I to the CSA is hereby deleted and the tables set forth as Exhibit A hereto are hereby substituted therefor.

7. The date "12/79" appearing in Annex B to the CSA is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

8. The first and second paragraphs of § 3 of the Lease are hereby deleted and the following are hereby substituted therefor:

"The Lessee agrees to pay to the Lessor, as rental for each Unit, one interim and 30 consecutive semiannual payments in arrears. The interim payment is payable on February 2, 1980 (such date being hereinafter called

the "Basic Rent Commencement Date"). The 30 semiannual payments are payable on February 2 and August 2 in each year, commencing August 2, 1980, to and including February 2, 1995 (each of such 30 consecutive dates being hereinafter called a 'Rental Payment Date'). The rental payable on the Basic Rent Commencement Date for each Unit shall be in an amount equal to the product of (a) the number of calendar days elapsed from and including the Closing Date for such Unit to, but not including, the Basic Rent Commencement Date, times (b) .0306285% of the Purchase Price of such Unit. The next 30 rental payments shall each be in an amount equal to the Semi-Annual Lease Factor (as hereinafter defined) of the Purchase Price of each Unit then subject to this Lease. As used herein, the term 'Semi-Annual Lease Factor' means 5.13499% (with respect to Units delivered and accepted in 1979) and 5.43488% (with respect to Units delivered and accepted in 1980) or such percentage as it may be adjusted pursuant to the next succeeding sentence or § 16 hereof. If the Lessor shall provide more or less than 32.52185% of the Purchase Price of the Units out of funds provided by the Beneficiaries (as distinguished from the CSA Indebtedness [as defined in the CSA]) or if the Lessor agrees to the delivery and acceptance of any Unit after June 27, 1980, or if Transaction Expenses (as defined in the Participation Agreement) exceed \$300,000, the Lessee agrees that the rentals payable hereunder and the Casualty Value percentages set forth in Schedule B hereto will be appropriately adjusted so as to preserve each Beneficiary's after-tax return on equity and periodic net cash flow and timing of recognition of income. Notwithstanding anything to the contrary set forth herein, the rentals and Casualty Value percentages, as adjusted pursuant to the next preceding sentence or § 16 hereof, shall be sufficient to satisfy the obligations of the Lessor under the CSA, regardless of any limitation of liability set forth therein."

"In addition to the foregoing rentals, the Lessee agrees to pay to the Lessor as additional rentals amounts which, after deduction of any taxes payable in respect of such amounts, will be equal to the amounts (A) required by the Lessor to make the payments provided for (a) in the third from last sentence of the third paragraph of Paragraph 2 of the Participation Agreement and (b) in Paragraph 9 of the Participation Agreement

and (B) required by the Lessor (in its capacity as Owner Trustee under the Trust Agreement) to make the payments to the Beneficiaries required to be made pursuant to the last paragraph of Section 4 of the Trust Agreement (but, in the case of payments to be made by the Lessor on or after the Cut-Off Date [as defined in the Trust Agreement], only to the extent that the remaining cash and proceeds of the Investments [as defined in the Trust Agreement] available to the Lessor as specified in said paragraph is insufficient to enable the Lessor to make such payment), in each case on the dates the Lessor is required to make such payments (without regard to any limitation of the obligation of the Lessor set forth therein) and the Lessor agrees to apply such rentals for such purposes."

9. Section 16(a)(i) and Section 16(a)(ii) of the Lease are hereby deleted and the following are substituted therefor:

"(i) Investment Credits under section 38 of the Internal Revenue Code (the 'Code') with respect to the Units delivered and accepted in 1979, in 1979, and with respect to the Units delivered and accepted in 1980, in 1980, of not less than 10% of the Lessor's Cost (as defined in the Participation Agreement) of the Units (the 'Investment Credit'); or

(ii) deductions for depreciation of the Units (including depreciation for six months for calendar 1979 with respect to the Units delivered and accepted in 1979 and 12 months for calendar 1980 with respect to all of the Units) under section 167(a) of the Code computed pursuant to the double-declining balance, some of the years-digits or straight-line method of depreciation (authorized by section 167(b), (1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations and determined on the basis that the cost basis of the Units under section 167(g) of the Code is at least equivalent to Lessor's Cost (as so defined), and that the Units have an asset depreciation period of 12 years and a net salvage value of zero (the 'ADR Deductions'); or"

10. Schedule B to the Lease is hereby deleted and the schedule set forth in Exhibit B hereto is hereby substituted therefor.

11. The date "January 31, 1980" in the fifth paragraph of Section 4 of the Trust Agreement is hereby deleted and the date "June 27, 1980" is hereby substituted therefor.

12. The final paragraph of Section 4 of the Trust Agreement is hereby deleted and the following is substituted therefor:

"On February 1, 1980, the Owner Trustee shall pay to each Trustor solely out of any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to interest on the difference between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee prior to February 2, 1980, to acquire the Equipment acquired under the CSA and to pay Transaction Expenses, at the rate of 11.00% per annum from (i) the date of payment by such Trustor to the Owner Trustee of such Trustor's Deposit (the 'Date of Investment'), (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including February 2, 1980, (2) an amount equal to interest at the rate of 11.00% per annum from the Date of Investment (or, in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment) to each Closing Date prior to February 2, 1980, under the CSA on the portion of such Trustor's Investment in this Trust paid to the Builder on such Closing Date to acquire the Equipment and (3) an amount equal to interest at the rate of 11.00% per annum from (i) the Date of Investment, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee prior to February 2, 1980, the date of such payment, or (iii) in the case of a payment made prior to February 2, 1980, by such Trustor to the Owner Trustee with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to each date prior to February 2, 1980, on which any Transaction Expenses are paid by the Owner Trustee on the portion of such Trustor's Investment in this Trust paid in respect of such Transaction Expenses on such date of payment. Promptly after the Cut-Off Date (as defined in

the Participation Agreement) the Owner Trustee shall pay to each Trustor solely out of the remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 and any supplemental rental paid by the Lessee under clause (B) of the second paragraph of § 3 of the Lease (1) an amount equal to the difference, if any, between such Trustor's Investment in this Trust and the portion of such Trustor's Investment in this Trust required to be applied by the Owner Trustee to acquire the Equipment acquired under the CSA and to pay Transaction Expenses (such difference being hereinafter called the 'Investment Surplus'), together with interest on the Investment Surplus at the rate of 11.00% per annum from (i) February 2, 1980, (ii) in the case of a Deficiency paid by such Trustor to the Owner Trustee on or after February 2, 1980, the date of such payment or (iii) in the case of payment by such Trustor to the Owner Trustee made on or after February 2, 1980, with respect to any Transaction Expenses in excess of \$300,000, the date of such payment, to and including the Cut-Off Date." After payment of all amounts required to be paid by the Owner Trustee pursuant to the first two sentences of this paragraph, any remaining proceeds of the Investments (including all interest received thereon) and any remaining cash available to the Owner Trustee under this Section 4 shall, after payment of all fees and expenses of the Owner Trustee in connection with the purchase and sale of the Investments, be paid by the Owner Trustee to the Lessee, so long as the Owner Trustee has no actual knowledge of a Default.

13. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

14. The forms of the instruments set forth in the exhibits to the Participation Agreement (including any annexes to such exhibits and any appendices to such annexes) and in the annexes to the CSA (including any appendices thereto) are hereby amended to conform with the corresponding instruments as amended hereby.

15. The parties hereto hereby acknowledge and consent to each and every amendment to the Participation Agreement, the CSA, the Assignment, the Lease, the Lease Assignment and the Trust Agreement set forth herein.

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

17. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Assignment, the Lease Assignment and the Trust Agreement shall remain in full force and effect.

18. This Amendment Agreement shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

19. By their execution of this Amendment Agreement, each Beneficiary authorizes the Vendee to execute this Amendment Agreement and each Investor authorizes the Agent to execute this Amendment Agreement.

20. The term "Transaction Expenses", as used in the Documents (as defined in the Participation Agreement) is hereby amended to include, in addition to the items specified in Paragraph 12 of the Participation Agreement (i) any fees of underwriters and brokers in connection with this Amendment Agreement; (ii) the reasonable fees, expenses and disbursements of Messrs. Cravath, Swaine & Moore, as special counsel for the Agent and the Investors, of Messrs. White & Case, as special counsel for the Beneficiaries, and of Messrs. Morgan, Lewis & Bockius, as special counsel for the Vendee in connection with this Amendment Agreement; and (iii) the reasonable fees, expenses and disbursements of the Agent and the Vendee in connection with this Amendment Agreement. The Lessee confirms its agreement pursuant to Paragraph 12 of the Participation Agreement to pay all ongoing fees, expenses and disbursements of the Agent and the Vendee and all other costs and fees in connection with the preparation, execution, delivery, recording and filing of, and the giving of public notice or publication with respect to, the Documents, the certificates of interest, tax returns and any amendments, supplements or waivers with respect thereto and the transactions contemplated thereby.

21. This Amendment Agreement may be executed in several 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.

22. Anything in this Amendment Agreement to the contrary notwithstanding, each and all of the undertakings and agreements in this Amendment Agreement made on the part of the Vendee are made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Estate (as such term is used in the Trust Agreement), and this Amendment Agreement is executed and delivered by the said trust company solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement and pursuant to Paragraph 19 hereof; and no personal liability or responsibility is assumed by or shall at any time be enforceable against the said trust company hereunder or the Beneficiaries or on account of any undertaking or agreement of the Vendee or the Beneficiaries herein, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, the Agent and the Investors and by all persons claiming by, through or under them; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under any of them, making claim hereunder, may look to the Estate for satisfaction of the same.

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

CONSOLIDATED RAIL CORPORATION,

by

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee, except as otherwise hereinabove specifically provided,

by

[Corporate Seal]

Attest:

Authorized Officer

AEIC INVESTORS CO. #8,
CUIC INVESTORS CO. #8,
EFIC INVESTORS CO. #8,
NACA INVESTORS CO. #8,

by

Vice President of each of such companies

[Corporate Seal]

Attest:

Authorized Officer

INGERSOLL-RAND FINANCIAL CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

WESTINGHOUSE CREDIT CORPORATION,

by

[Corporate Seal]

Attest:

Authorized Officer

AETNA LIFE INSURANCE COMPANY,

by

[Corporate Seal]

Attest:

Authorized Officer

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

Frank G. Neal, Jr.

VICE PRESIDENT

[Corporate Seal]

Attest:

James W. Young

Authorized Officer
ASSISTANT SECRETARY

PORTEC, INC.,

by _____

[Corporate Seal]

Attest:

Authorized Officer

EXHIBIT A to
AMENDMENT AGREEMENT

SCHEDULE I

Allocation Schedule of Each \$1,000,000
of 11.00% CSA Indebtedness with Respect to
Units Delivered and Accepted in 1979

<u>Payment Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Ending Principal Balance</u>
2/2/80	\$ *	\$ *	\$ -0-	\$1,000,000.00
8/2/80	74,302.77	55,000.00	19,302.77	980,697.23
2/2/81	74,302.77	53,938.35	20,364.42	960,332.81
8/2/81	74,302.77	52,818.30	21,484.47	938,848.34
2/2/82	74,302.77	51,636.66	22,666.11	916,182.23
8/2/82	74,302.77	50,390.02	23,912.75	892,269.48
2/2/83	74,302.77	49,074.82	25,227.95	867,041.53
8/2/83	74,302.77	47,687.28	26,615.49	840,426.04
2/2/84	74,302.77	46,223.43	28,079.34	812,346.70
8/2/84	74,302.77	44,679.07	29,623.70	782,723.00
2/2/85	74,302.77	43,049.77	31,253.00	751,470.00
8/2/85	74,302.77	41,330.85	32,971.92	718,498.08
2/2/86	74,302.77	39,517.39	34,785.38	683,712.70
8/2/86	74,302.77	37,604.20	36,698.57	647,014.13
2/2/87	74,302.77	35,585.78	38,716.99	608,297.14
8/2/87	74,302.77	33,456.34	40,846.43	567,450.71
2/2/88	74,302.77	31,209.79	43,092.98	524,357.73
8/2/88	74,302.77	28,839.68	45,463.09	478,894.64
2/2/89	74,302.77	26,339.21	47,963.56	430,931.08
8/2/89	66,702.05	23,701.21	43,000.84	387,930.24
2/2/90	55,906.78	21,336.16	34,570.62	353,359.62
8/2/90	55,906.78	19,434.78	36,472.00	316,887.62
2/2/91	49,865.74	17,428.82	32,436.92	284,450.70
8/2/91	49,865.74	15,644.79	34,220.95	250,229.75
2/2/92	46,045.92	13,762.64	32,283.28	217,946.47
8/2/92	46,045.92	11,987.06	34,058.86	183,887.61
2/2/93	44,342.85	10,113.82	34,229.03	149,658.58
8/2/93	44,342.85	8,231.22	36,111.63	113,546.95
2/2/94	42,537.13	6,245.08	36,292.05	77,254.90
8/2/94	42,537.13	4,249.02	38,288.11	38,966.79
2/2/95	41,109.56	2,143.17	38,966.79	.00
TOTALS	<u>\$1,922,658.71</u>	<u>\$922,658.71</u>	<u>\$1,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued on this date.

EXHIBIT B to
AMENDMENT AGREEMENT

SCHEDULE B

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1979

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	107.216
2/2/81	107.132
8/2/81	106.859
2/2/82	106.817
8/2/82	106.509(2) or 101.125(1)
2/2/83	100.616(1) or 105.758(2)
8/2/83	99.852
2/2/84	98.829
8/2/84	97.570(4) or 91.055(3)
2/2/85	89.560(3) or 96.075(4)
8/2/85	87.853
2/2/86	85.937
8/2/86	83.840(6) or 77.325(5)
2/2/87	75.050(5) or 81.564(6)
8/2/87	72.629
2/2/88	70.070
8/2/88	67.410
2/2/89	64.658
8/2/89	61.858
2/2/90	58.959
8/2/90	55.918
2/2/91	52.818
8/2/91	49.646
2/2/92	46.401
8/2/92	43.101
2/2/93	39.738
8/2/93	36.252
2/2/94	32.697
8/2/94	29.065
2/2/95	25.362
Thereafter	20.000

1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

Casualty Value Percentage Schedule for
Units Delivered and Accepted in 1980

<u>Rental</u> <u>Payment Date</u>	<u>Percentage</u> <u>of Purchase Price</u>
8/2/80	115.029
2/2/81	109.376
8/2/81	109.803
2/2/82	109.837
8/2/82	109.587
2/2/83	(2) 108.999 or 103.656(1)
8/2/83	(1) 103.026 or 107.704(2)
2/2/84	102.011
8/2/84	100.775
2/2/85	(4) 99.315 or 92.800(3)
8/2/85	(3) 91.138 or 97.342(4)
2/2/86	89.274
8/2/86	87.232
2/2/87	(6) 85.013 or 78.498(5)
8/2/87	(5) 76.129 or 82.401(6)
2/2/88	73.366
8/2/88	70.688
2/2/89	67.879
8/2/89	64.921
2/2/90	61.844
8/2/90	58.628
2/2/91	55.303
8/2/91	51.851
2/2/92	48.302
8/2/92	44.639
2/2/93	40.912
8/2/93	37.086
2/2/94	33.169
8/2/94	29.154
2/2/95	25.046
Thereafter	20.000

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1. For a Unit suffering a Casualty Occurrence three or more years after the date on which it has been placed in service.
 2. For a Unit suffering a Casualty Occurrence less than three years after the date on which it has been placed in service.
 3. For a Unit suffering a Casualty Occurrence five or more years after the date on which it has been placed in service.
 4. For a Unit suffering a Casualty Occurrence less than five years after the date on which it has been placed in service.
 5. For a Unit suffering a Casualty Occurrence seven or more years after the date on which it has been placed in service.
 6. For a Unit suffering a Casualty Occurrence less than seven years after the date on which it has been placed in service.

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

On this day of February 1980, before me personally appeared , to me personally known, who being duly sworn, by me, says that he is the 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an 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 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of NACA INVESTORS CO. #8, 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of INGERSOLL-RAND FINANCIAL 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.

[Notarial Seal]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of WESTINGHOUSE CREDIT CORPORATION, that the seal 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]

Notary Public

My Commission expires

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

On this day of February 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of AETNA LIFE INSURANCE COMPANY, that the seal 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]

Notary Public

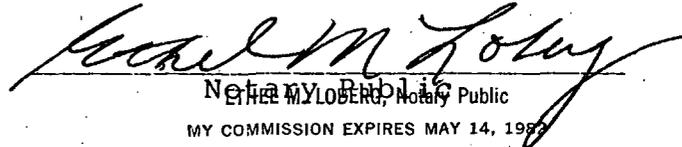
My Commission expires

COMMONWEALTH OF MASSACHUSETTS,)
) ss.:
COUNTY OF SUFFOLK,)

On this 15th day of February 1980, before me personally appeared Frank G. Neal, to me personally known, who being by me duly sworn, says that he is a Vice President of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal 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
MY COMMISSION EXPIRES MAY 14, 1982

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DuPAGE,)

On this _____ day of February 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of PORTEC, INC. (Railcar Division), 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