

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RECORDATION NO. 10583-B

NOV 21 1980 12 45 PM

INTERSTATE COMMERCE COMMISSION

Need separate receipt & settle for this

0-326A073

No. 1 NOV 21 1980

Date...

Fee \$ 10.00

ICC Washington, D. C.

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
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4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
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33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 8814901

November 20, 1980

The Chesapeake and Ohio Railway Company
Reconstruction and Conditional Sale Financing
Dated as of May 1, 1979

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of The Chesapeake and Ohio Railway Company are counterparts of an Amendment Agreement No. 1 dated as of July 23, 1980, between The Chesapeake and Ohio Railway Company, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Trustee, amending a Lease of Railroad Equipment dated as of May 1, 1979, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 10583-B on July 3, 1979.

The addresses of the parties to the above documents are:

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

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

NOV 21 12 33 PM '80
DOCKET FILES
BRANCH

*Mrs. Sec -
Thank this
one will be
583-F
Gerald Johnson
Gerald Johnson*

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

Please file and record the above Amendment Agreement No. 1, assign it Recordation Number 10583-F and index it under the names of the above parties.

There is no change in the Equipment covered under the Lease.

Enclosed also is our check in the amount of \$10 for the required recordation fee. Please stamp all copies of the enclosed document with your recordation number, retain one copy for your files and return the remaining copies to me.

Thank you for your assistance.

Sincerely,



Jacqueline B. Goodyear
As Agent for The Chesapeake and
Ohio Railway Company

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

Encls.

NOV 21 1980 - 12 45 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT No. 1 dated as of July 23, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of May 1, 1979, with SEVENTEENTH HFC LEASING CORPORATION (the "Owner").

[CS&M Ref. 2043-917]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of May 1, 1979 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 3, 1979, under recordation number 10583-B

The Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable under the Lease to reflect inter alia the changes in (i) Closing Dates, settlement amounts and available investment credit and (ii) percentage of roller bearing Units, as follows:

1. The number "7.35842749" in line 15 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.4318017" is hereby substituted therefor.
2. The Lessee shall pay to the Lessor additional rental in the amount of \$35,262.52 on August 2, 1980.
3. Schedule B to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.
4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.
5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.
6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

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

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

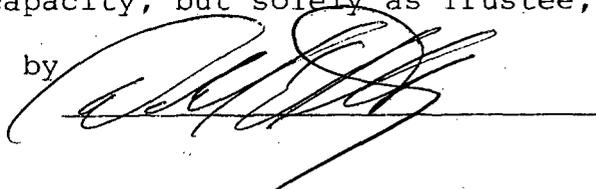
[Corporate Seal]

Attest:

Corporate Trust Officer

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

by



[Corporate Seal]

Attest:



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

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

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

by

[Corporate Seal]

Attest:

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

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

D.C. Giff

Assistant Vice President and Treasurer

[Corporate Seal]

Attest:

Patricia J. Kennedy
Deputy Corporate Secretary

APPROVED AS TO FORM

M.C. [Signature]
ASSISTANT GENERAL ATTORNEY

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

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

by

[Corporate Seal]

Attest:

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

On this _____ day of _____ 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires _____

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

On this *27th* day of *October* 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, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Patricia A. Shilow

Notary Public

[Notarial Seal]

My Commission expires *7-1-80*

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

On this *17TH* day of *NOVEMBER* 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Clara Masuga

Notary Public

[Notarial Seal] CLARA MASUGA, Notary Public
State of Ohio - Cuyahoga County
My Commission expires My Commission Expires April 21, 1984

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

On this _____ day of _____ 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, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]
My Commission expires

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

On this *28th* day of *October* 1980, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is **ASSISTANT PRESIDENT** of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Barbara S. Kacich
Notary Public

[Notarial Seal]

My Commission expires

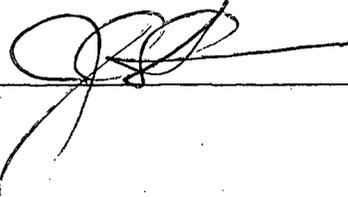
BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

Consent of Owner

The Owner hereby consents to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

SEVENTEENTH HFC LEASING CORPORATION,

by



Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Rental Payment Date</u>	<u>Percentage</u>
2/2/80	96.259967
8/2/80	96.308824
2/2/81	92.367933
8/2/81	89.033604
2/2/82	84.702703
8/2/82	81.050904
2/2/83	76.297824
8/2/83	72.301077
2/2/84	67.216578
8/2/84	62.604950
2/2/85	57.048125
8/2/85	51.941428
2/2/86	45.992898
8/2/86	40.112883
2/2/87	33.622911
8/2/87	27.077958
2/2/88 (and for any applicable period, including any storage period, thereafter)	20.000000

Table 2

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

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	13.999376
Fifth	9.332917
Seventh	4.666459

Interstate Commerce Commission
Washington, D.C. 20423

11/21/80

OFFICE OF THE SECRETARY

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

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **11/21/80** at **12:45pm**, and assigned re-
recording number(s). **10583-F**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)