

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

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2:15 P.M.

MAURICE T. MOORE
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
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE

COUNSEL
CARLYLE E. MAW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

ROSWELL L. GILPATRICK
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
ALLEN H. MERRILL

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

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-608-1421
TELEX: 8814901

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

No. 11663-1

Date SEP 19 1980

For \$ 10.00

ICC, Washington, D. C.

September 16, 1980

The Chesapeake and Ohio Railway Company
Reconstruction and Conditional Sale Financing
Dated as of March 15, 1980
Conditional Sale Indebtedness Due June 30, 1990

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 April 10, 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 the following documents:

(a) a Reconstruction and Conditional Sale Agreement dated as of March 15, 1980, between Mercantile-Safe Deposit and Trust Company, as Agent, The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11663 on April 10, 1980;

(b) a Transfer Agreement dated as of March 15, 1980, between The Connecticut Bank and Trust Company, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent, filed under Recordation No. 11663-A on April 10, 1980;

*Ms Lee -
this is
under
C. No.
11663*

SEP 19 2 13 PM '80

RECEIVED

Amendment - DCA

(c) a Lease of Railroad Equipment dated as of March 15, 1980, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11663-B on April 10, 1980; and

(d) a Hulk Purchase Agreement dated as of March 15, 1980, between The Connecticut Bank and Trust Company, as Trustee, and The Chesapeake and Ohio Railway Company, filed under Recordation No. 11663-D on April 10, 1980.

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

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

Please file and record the above documents and index them under the names of the above parties.

The only change in the equipment covered by the documents amended by this Amendment Agreement is an addition of 69 100-ton open top hopper cars with railroad road numbers CO 196000-196068, inclusive.

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

Thank you for your assistance.

Sincerely,


Jacqueline B. Goddard
As Agent for The Chesapeake and
Ohio Railroad Company

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

Encl.

ZZ

Interstate Commerce Commission
Washington, D.C. 20423

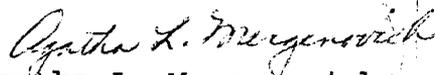
OFFICE OF THE SECRETARY

Jacqueline B. Goodyear
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, New York 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 9/19/80 at 2:15PM, and assigned re-
recording number(s). 11663-E

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure (s)

11663-~~E~~

SEP 17 1980-9:15 AM

See F for #

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of April 10, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee" or the "Builder"), 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 March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-981]

The parties hereto have entered into a Participation Agreement dated as of March 15, 1980 (the "Participation Agreement"), with the Owners and the Investors named therein, pursuant to which the Investors have agreed to finance a portion of the purchase price of used railroad equipment (the "Hulks") to be purchased by the Lessor on behalf of the Owners pursuant to a Hulk Purchase Agreement dated as of March 15, 1980 (the "Hulk Purchase Agreement"), between the Lessor and the Lessee, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-D. Security title

to the Hulks was transferred to the Agent pursuant to a Transfer Agreement dated as of March 15, 1980 (the "Transfer Agreement"), between the Lessor and the Agent, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-A. The Hulks will be reconstructed by the Builder pursuant to a Reconstruction and Conditional Sale Agreement dated as of March 15, 1980 (the "RCSA"), between the Agent, the Builder and the Lessor, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663. The reconstructed equipment will be leased to the Lessee pursuant to a Lease of Railroad Equipment dated as of March 15, 1980 (the "Lease"), between the Lessee and the Lessor, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

The parties hereto have agreed to amend the Participation Agreement, the Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease as follows:

1. The Participation Agreement is hereby amended by (a) deleting the number "75.07" in the first line of the second paragraph on page P-1 and substituting therefor the number "74.344"; (b) deleting the number "2,131,796" opposite

the name of Bankers Life Company in Schedule A thereto and substituting therefor the number "2,764,796"; and (c) deleting the totals "10,126,028" and "17,676,136" in Schedule A thereto and substituting therefor the totals "10,759,028" and "18,309,136", respectively.

2. The Hulk Purchase Agreement is hereby amended by deleting the numbers "507", "5,669" and "2,874,000" in Annex I thereto with respect to 50' Box Cars and substituting therefor the numbers "557", "5,923", and "3,299,000", respectively.

3. The Transfer Agreement is hereby amended by deleting the number "507" in Annex I thereto with respect to 50' Box Cars and substituting therefor the number "557".

4. The RCSA is hereby amended by (a) deleting the number "75.07" in the eighteenth line of the first full paragraph on page R-4 and in the third line of subparagraph (a) on page R-5 and substituting therefor the number "74.344"; (b) deleting the numbers "507", "5,669", "2,874,000", "7,130", "3,615,105", "12,799" and "6,489,105" in Schedule A thereto with respect to 50' Box Cars and substituting therefor the numbers "557", "5,923", "3,299,000", "7,255", "4,041,205", "13,178" and "7,340,205", respectively; (c) deleting the totals "1995", "9,427,500", "16,049,413" and "25,476,913" in Schedule A thereto and substituting therefor

the totals "2045", "9,852,500", "16,475,513" and "26,328,013", respectively; and (d) deleting "85-Ton Open Top Hopper Cars" and the numbers "CO 85000-86999" in Schedule A thereto and substituting therefor "100-Ton Open Top Hopper Cars" and the numbers "CO 196000-196068", respectively.

5. The Lease is hereby amended by (a) deleting the number "24.93" in clause (B) in the third paragraph of Section 2 and substituting therefor the number "25.656"; (b) deleting Schedule C thereto and substituting therefor Item 1 attached hereto; (c) deleting the number "507" in Schedule A thereto with respect to 50' Box Cars and substituting therefor the number "557"; and (d) deleting "85-Ton Open Top Hopper Cars" and the numbers "CO 85000-86999" in Schedule A thereto and substituting therefor "100-Ton Open Top Hopper Cars" and the numbers "CO 196000-196068", respectively.

6. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

7. This Amendment Agreement 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.

8. Except as amended hereby, the Participation

Agreement, the Hulk Purchase Agreement, the Transfer Agree-
ment, the RCSA and the Lease shall continue in full force
and effect. Any reference to such agreements in such agree-
ments or in any agreement contemplated thereby shall mean
such agreements as amended hereby.

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

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

[Corporate Seal]

by

Assistant Vice President
and Treasurer

Attest:

Assistant Secretary

APPROVED AS TO FORM

ASSISTANT GENERAL ATTORNEY

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

[Corporate Seal]

by

Assistant Vice President

Attest:

Corporate Trust Officer

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

[Corporate Seal]

by

Attest:

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

On this 12TH day of September 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

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

[Notarial Seal]
My Commission expires

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

On this _____ day of September 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 CONNNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

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

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE C

Rentals Due Pursuant to Funding Agreement

<u>Date</u>	<u>Percentage of Purchase Price</u>
12-30-80	*
06-30-81	4.8323601
12-30-81	4.8323601
12-30-82	4.7985216
12-30-83	4.5002761
12-30-84	4.1632588
12-30-85	3.7824295
12-30-86	3.3520922
12-30-87	2.6609101
12-30-88	1.8798745
12-30-89	.9973043

* Rental shall be calculated to sufficiently cover interest only on the CSA Indebtedness to the extent accrued on this date.

AMENDMENT AGREEMENT No. 1 dated as of April 10, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee" or the "Builder"), 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 March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-981]

The parties hereto have entered into a Participation Agreement dated as of March 15, 1980 (the "Participation Agreement"), with the Owners and the Investors named therein, pursuant to which the Investors have agreed to finance a portion of the purchase price of used railroad equipment (the "Hulks") to be purchased by the Lessor on behalf of the Owners pursuant to a Hulk Purchase Agreement dated as of March 15, 1980 (the "Hulk Purchase Agreement"), between the Lessor and the Lessee, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-D. Security title

to the Hulks was transferred to the Agent pursuant to a Transfer Agreement dated as of March 15, 1980 (the "Transfer Agreement"), between the Lessor and the Agent, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-A. The Hulks will be reconstructed by the Builder pursuant to a Reconstruction and Conditional Sale Agreement dated as of March 15, 1980 (the "RCSA"), between the Agent, the Builder and the Lessor, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663. The reconstructed equipment will be leased to the Lessee pursuant to a Lease of Railroad Equipment dated as of March 15, 1980 (the "Lease"), between the Lessee and the Lessor, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

The parties hereto have agreed to amend the Participation Agreement, the Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease as follows:

1. The Participation Agreement is hereby amended by (a) deleting the number "75.07" in the first line of the second paragraph on page P-1 and substituting therefor the number "74.344"; (b) deleting the number "2,131,796" opposite

the name of Bankers Life Company in Schedule A thereto and substituting therefor the number "2,764,796"; and (c) deleting the totals "10,126,028" and "17,676,136" in Schedule A thereto and substituting therefor the totals "10,759,028" and "18,309,136", respectively.

2. The Hulk Purchase Agreement is hereby amended by deleting the numbers "507", "5,669" and "2,874,000" in Annex I thereto with respect to 50' Box Cars and substituting therefor the numbers "557", "5,923", and "3,299,000", respectively.

3. The Transfer Agreement is hereby amended by deleting the number "507" in Annex I thereto with respect to 50' Box Cars and substituting therefor the number "557".

4. The RCSA is hereby amended by (a) deleting the number "75.07" in the eighteenth line of the first full paragraph on page R-4 and in the third line of subparagraph (a) on page R-5 and substituting therefor the number "74.344"; (b) deleting the numbers "507", "5,669", "2,874,000", "7,130", "3,615,105", "12,799" and "6,489,105" in Schedule A thereto with respect to 50' Box Cars and substituting therefor the numbers "557", "5,923", "3,299,000", "7,255", "4,041,205", "13,178" and "7,340,205", respectively; (c) deleting the totals "1995", "9,427,500", "16,049,413" and "25,476,913" in Schedule A thereto and substituting therefor

the totals "2045", "9,852,500", "16,475,513" and "26,328,013", respectively; and (d) deleting "85-Ton Open Top Hopper Cars" and the numbers "CO 85000-86999" in Schedule A thereto and substituting therefor "100-Ton Open Top Hopper Cars" and the numbers "CO 196000-196068", respectively.

5. The Lease is hereby amended by (a) deleting the number "24.93" in clause (B) in the third paragraph of Section 2 and substituting therefor the number "25.656"; (b) deleting Schedule C thereto and substituting therefor Item 1 attached hereto; (c) deleting the number "507" in Schedule A thereto with respect to 50' Box Cars and substituting therefor the number "557"; and (d) deleting "85-Ton Open Top Hopper Cars" and the numbers "CO 85000-86999" in Schedule A thereto and substituting therefor "100-Ton Open Top Hopper Cars" and the numbers "CO 196000-196068", respectively.

6. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

7. This Amendment Agreement 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.

8. Except as amended hereby, the Participation

Agreement, the Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease shall continue in full force and effect. Any reference to such agreements in such agreements or in any agreement contemplated thereby shall mean such agreements as amended hereby.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

[Corporate Seal]

by

Attest:

Assistant Vice President
and Treasurer

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

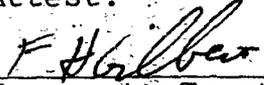
[Corporate Seal]

by

Attest:



Assistant Vice President



Corporate Trust Officer

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

[Corporate Seal]

by

Attest:

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

On this day of September 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.

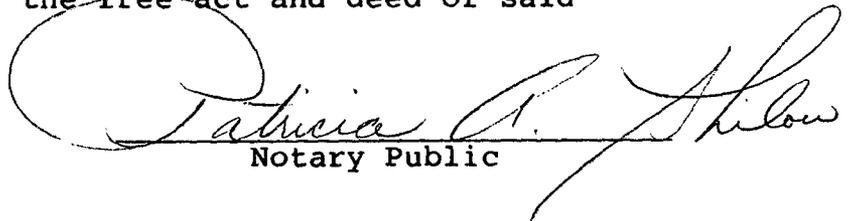
Notary Public

[Notarial Seal]

My Commission expires

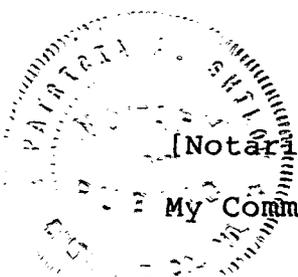
STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

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Notary Public

[Notarial Seal]

My Commission expires 7/1/82



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

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

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE C

Rentals Due Pursuant to Funding Agreement

<u>Date</u>	<u>Percentage of Purchase Price</u>
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[CS&M Ref. 2043-981]

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The parties hereto have agreed to amend the Participation Agreement, the Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease as follows:

1. The Participation Agreement is hereby amended by (a) deleting the number "75.07" in the first line of the second paragraph on page P-1 and substituting therefor the number "74.344"; (b) deleting the number "2,131,796" opposite

the name of Bankers Life Company in Schedule A thereto and substituting therefor the number "2,764,796"; and (c) deleting the totals "10,126,028" and "17,676,136" in Schedule A thereto and substituting therefor the totals "10,759,028" and "18,309,136", respectively.

2. The Hulk Purchase Agreement is hereby amended by deleting the numbers "507", "5,669" and "2,874,000" in Annex I thereto with respect to 50' Box Cars and substituting therefor the numbers "557", "5,923", and "3,299,000", respectively.

3. The Transfer Agreement is hereby amended by deleting the number "507" in Annex I thereto with respect to 50' Box Cars and substituting therefor the number "557".

4. The RCSA is hereby amended by (a) deleting the number "75.07" in the eighteenth line of the first full paragraph on page R-4 and in the third line of subparagraph (a) on page R-5 and substituting therefor the number "74.344"; (b) deleting the numbers "507", "5,669", "2,874,000", "7,130", "3,615,105", "12,799" and "6,489,105" in Schedule A thereto with respect to 50' Box Cars and substituting therefor the numbers "557", "5,923", "3,299,000", "7,255", "4,041,205", "13,178" and "7,340,205", respectively; (c) deleting the totals "1995", "9,427,500", "16,049,413" and "25,476,913" in Schedule A thereto and substituting therefor

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Agreement, the Hulk Purchase Agreement, the Transfer Agreement, the RCSA and the Lease shall continue in full force and effect. Any reference to such agreements in such agreements or in any agreement contemplated thereby shall mean such agreements as amended hereby.

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

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

[Corporate Seal]

by

Attest:

Assistant Vice President
and Treasurer

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

[Corporate Seal]

by

Attest:

Assistant Vice President

Corporate Trust Officer

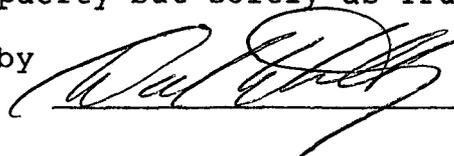
THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity but solely as Trustee,

[Corporate Seal]

by

Attest:

F. L. ...

by  _____

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

On this day of September 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 day of September 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.

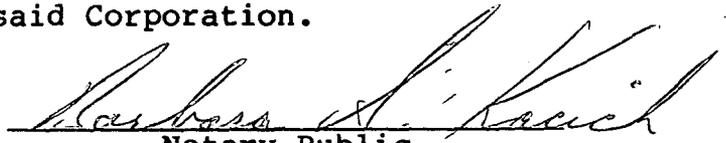
Notary Public

[Notarial Seal]

My Commission expires

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

On this *12th* day of September 1980, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


Notary Public

[Notarial Seal]
My Commission expires

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

Lease of Railroad Equipment

SCHEDULE C

Rentals Due Pursuant to Funding Agreement

<u>Date</u>	<u>Percentage of Purchase Price</u>
12-30-80	*
06-30-81	4.8323601
12-30-81	4.8323601
12-30-82	4.7985216
12-30-83	4.5002761
12-30-84	4.1632588
12-30-85	3.7824295
12-30-86	3.3520922
12-30-87	2.6609101
12-30-88	1.8798745
12-30-89	.9973043

* Rental shall be calculated to sufficiently cover interest only on the CSA Indebtedness to the extent accrued on this date.