No. 5-157A063

Date JUN 6 1985

Fee $ 10.00

ICC Washington, D. C.

11766-D

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THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY

RECORDATION NO. 11766-D Filed 1425

JUN 6 1985 -3 50 PM

INTERSTATE COMMERCE COMMISSION

ICC OFFICE OF THE SECRETARY

JUN 6 3 43 PM '85

MOTOR OPERATING UNIT

June 6, 1985

Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Dear Secretary:

Enclosed herewith are one (1) original and four (4) counterparts of the document described below, to be filed and recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The enclosed document, a secondary document, is an amendment, dated as of May 1, 1985, to a conditional sale agreement, lease of railroad equipment, and assignment of lease.

The above three (3) primary documents to which the enclosed document is connected were each recorded with the Interstate Commerce Commission on May 6, 1980 under Recordation Nos. 11766, 11766-B, and 11766-C, respectively.

The names and addresses of the parties to the enclosed document are as follows:

Lessor/
Vendee: The Connecticut Bank and Trust Company,
N.A., as Trustee
One Constitution Plaza
Hartford, Connecticut 06115
Attention: Corporate Trust Department

Lessee: The Pittsburgh and Lake Erie Railroad Company
Suite 680
Commerce Court
Four Station Square
Pittsburgh, Pennsylvania 15219-1199
Attention: Office of the Treasurer

Agent/
Vendor: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111
Attention: Corporate Trust Department

Owners: General Electric Credit Corporation
1600 Summer Street
Stamford, Connecticut 06904
Attention: Manager-Operations, Leasing, and Industrial Loans

Certain investors have consented to the execution of the enclosed secondary document; such investors are not parties to any of the primary documents. The Connecticut National Bank, not in its individual capacity but as Security Trustee, is a party to the enclosed secondary document for purposes of only acknowledging the terms thereof but is not a party to the primary document.

A description of the equipment covered by the enclosed document is set forth on Annex A attached hereto.

A fee of ten dollars ($10.00) is enclosed. Please return the original and any extra copies not needed by the Commission for Recordation to Mr. Charles Kappler, Alvord & Alvord, 200 World Center Building, 918 Sixteenth Street, N.W., Washington, D.C. 20006-2973.

A short summary of the enclosed document to appear in the index follows:

Amendment Agreement No. 1 to a certain (i) Conditional Sale Agreement dated as of April 1, 1980 with Recordation No. 11766, (ii) Lease of Railroad Equipment dated as of April 1, 1980 with Recordation No. 11766-B and (iii) Assignment of Lease and Agreement dated as of

April 1, 1980 with Recordation No. 11766-C, dated as of May 1, 1985, and covering six hundred (600) 100-ton 52'-6"general service gondola railcars.

Very truly yours,

THE PITTSBURGH AND LAKE ERIE
RAILROAD COMPANY

By G. E. Heuerschwander
Its Executive Vice President

Enclosures

RECORDATION NO. 11766-D Filed 1425
JUN 6 1985 -3 30 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of May 1, 1985 (hereinafter referred to as "this Amendment" or "Amendment No. 1"), between PITTSBURGH AND LAKE ERIE RAILROAD COMPANY (the "Lessee"), FIRST SECURITY BANK OF UTAH, N.A., as agent (the "Agent"), GENERAL ELECTRIC CREDIT CORPORATION (the "Owner") and THE CONNECTICUT BANK AND TRUST COMPANY, N.A., not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of April 1, 1980 (the "Trust Agreement") with the Owner.

WHEREAS, the Lessee, the Agent, the Owner and the Lessor have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), with the institutional investors named therein (the "Investors").

WHEREAS, TRINITY INDUSTRIES, INC. (the "Builder") and the Lessor entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "CSA"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on May 6, 1980, under recordation number 11766.

WHEREAS, the Lessee and the Lessor entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on May 6, 1980, under recordation number 11766-B.

WHEREAS, the Lessor assigned certain of its rights under the Lease to the Agent pursuant to an Assignment of Lease and Agreement dated as of April 1, 1980 (the "Lease Assignment"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on May 6, 1980, under recordation number

11766-C, which was acknowledged and consented to by the Lessee pursuant to the Consent and Agreement (the "Consent").

WHEREAS, the Owner and the Lessee entered into an Indemnity Agreement dated as of April 1, 1980 (the "Indemnity Agreement").

WHEREAS, the Lessee, the Agent, the Owner, the Lessor, the Investors, The Connecticut National Bank, as security trustee (the "Security Trustee") and others are entering into a Master Agreement Regarding the Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad Company dated as of May 1, 1985 (as amended from time to time, the "Master Agreement"), pursuant to which, among other things, the lease obligations of the Lessee under the Lease and under certain of its other existing lease obligations are to be restructured.

WHEREAS, the parties hereto have agreed to amend the Participation Agreement, the CSA, the Lease, the Lease Assignment, the Consent, the Trust Agreement and the Indemnity Agreement so that such instruments, as amended, shall be consistent with the Master Agreement and the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained and as an inducement to the Agent, the Owner, the Lessor, the Lessee and the Investors to enter into and to perform their obligations under the Master Agreement and the other transactions contemplated thereby, the parties hereto hereby agree as follows:

1. Pursuant to the Master Agreement, each of the Investors is delivering and assigning the certificate or certificates of interest previously received by such Investor from the Agent and issued to such Investor in accordance with the terms of the Participation Agreement to the Security Trustee in exchange for a new Certificate or Certificates of Interest to be issued by the Security Trustee under the Master Agreement. This Amendment Agreement is effective from and after the Closing Date, as defined in the Master Agreement, at which time all exchanges of certificates of interest shall have been accomplished. Accordingly, from and after the effective date of this Amendment Agreement, each reference to the Investors in the Participation Agreement or the Annexes or Exhibits thereto, as each such document is amended hereby, shall mean and refer to the Security Trustee or any of its successors, transferees or assigns.

2. Each of the payments and deposits required to be made by the Owner or the Investors pursuant to the Participation Agreement has been made and each such party has fully performed each of its undertakings and obligations under the Participation Agreement which was to be performed on or prior to the date hereof. Each of the payments and deposits required to be made by the Agent under Section 9 of the Participation Agreement has been made. As of the date hereof, 600 units of equipment (the "Units"), as more fully described in Annex A hereto, have been

conditionally sold by the Agent, as assignee of the Builder, to the Lessor pursuant to the CSA, and are under lease to the Lessee pursuant to the Lease. The aggregate Purchase Price, as defined in Section 4.1 of the CSA, for all such units was $26,257,359. The aggregate amount of CSA Indebtedness, as defined in the CSA, outstanding at June 30, 1983, including interest thereon accrued to such date, is $18,270,741. All rentals and other payments required to be made by the Lessee under the Lease on or before June 30, 1983 were timely paid and all principal, interest and other payments required to be made by the Lessor under the CSA on or before June 30, 1983 were timely paid. The Lessee shall have no obligations with respect to any rentals and other payments accrued and not paid by the Lessee under the Lease as of June 30, 1983, except as expressly set forth herein.

3. The Participation Agreement is amended, as follows:

(a) Paragraph 5 is amended by deleting the last paragraph thereof in its entirety.

(b) Paragraph 11 is amended by deleting the last paragraph thereof in its entirety and by further deleting each reference in Paragraph 11 to "the Pittsburgh and Lake Erie Company" and substituting "PLECO, Inc." in lieu thereof.

(c) The respective certificates of interest of the Investors issued pursuant to the Participation Agreement (and substantially in the form of Exhibit C to the Participation Agreement) and transferred to the Security Trustee pursuant to

Section 3.1 of the Master Agreement shall be deemed amended to be consistent with the terms and provisions of this Amendment. The Security Trustee is hereby authorized to place a legend on each such certificate of interest as follows:

> This Certificate of Interest is hereby amended to be consistent with the terms and provisions of that certain Amendment Agreement No. 1, dated as of May 1, 1985, by and among The Pittsburgh and Lake Erie Railroad Company, First Security Bank of Utah, N.A., as agent, General Electric Credit Corporation, and The Connecticut Bank and Trust Company, N.A., not in its individual capacity but solely as trustee. In the case of any inconsistency between any provision in this Certificate of Interest and any provision in the aforesaid Amendment Agreement No. 1, the provisions of said Amendment Agreement No. 1 shall govern. Further inquiry as to the terms and provisions of said Amendment Agreement No. 1 should be made of First Security Bank of Utah, N.A., as agent.

4. The CSA is amended, as follows:

(a) Article 1 is amended, as follows:

(i) The caption to Article 1 is deleted and the following inserted in lieu thereof:

"ARTICLE 1. AMENDMENT TO CONFORM TO MASTER AGREEMENT; ASSIGNMENT; DEFINITIONS"

(ii) Paragraphs 1.1, 1.2 and 1.3 are renumbered as paragraphs 1.2, 1.3 and 1.4, respectively, and a new paragraph 1.1 is added to Article 1 to read as follows:

"1.1 <u>Amendment Agreement No. 1 Controlling</u>. The Vendee, the Owner, the Assignee and the Lessee are parties to Amendment Agreement No. 1 ("Amendment No. 1"), dated as of May 1, 1985, pursuant to which certain amendments were effected to the GECC Financing Agreements (as such term is defined in the

Master Agreement Regarding the Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad Company (as amended from time to time, the "Master Agreement"), dated as of May 1, 1985, among the parties to Amendment No. 1 and certain other parties named therein). In the event of any inconsistency between the provisions of this Agreement and the provisions of Amendment No. 1, Amendment No. 1 shall govern."

(b) Article 4 is amended by deleting subparagraphs 4.3(a) and (b) thereof and by substituting therefor the following:

"(a) on the Closing Date with respect to each Group, and in installments which became due on or before June 30, 1983, the Trustee has paid to the Vendor an amount equal to the aggregate Purchase Price of the Equipment minus the portion thereof which is payable in installments pursuant to subparagraph (b) of this paragraph 4.3; and

(b) in 44 quarterly installments, as hereinafter provided, an amount equal to $18,270,741, representing the portion of the Purchase Price of the Equipment (including accrued interest) remaining unpaid on and as of June 30, 1983, (the portion of the Purchase Price payable under this subparagraph (b) being hereinafter called the "CSA Indebtedness")."

(c) Article 4 is amended by deleting the present paragraph 4.4 thereof in its entirety and by substituting therefor the following:

"4.4. <u>CSA Indebtedness; Payment Dates; Interest</u>. (1) The unpaid balance of the CSA Indebtedness shall bear interest from July 1, 1983 through and including September 30, 1989 at the rate of 10% per annum and shall bear interest from October 1, 1989 at a fixed rate equal to the greater of (i) twelve percent (12%) per annum and (ii) a rate per annum equal to two (2) percentage points above the interest rate, most recently determined as of

September 30, 1989, for United States Treasury Notes with a three (3) year constant maturity as compiled by and then most recently published in the United States Federal Reserve Bulletin or its successor publication or, if there be no such successor publication, as compiled by any bank selected by the Security Trustee then acting under the Master Agreement. Interest on the unpaid balance of the CSA Indebtedness for the period July 1, 1983 through and including June 30, 1985 shall be satisfied for all purposes of this Agreement by delivery to the Vendor, or its assignee, of the Preferred Certificates and/or Preferred Stock to be issued by the Lessee to the Trustee as rentals for such period pursuant to Section 3.1 of the Lease. Interest on the unpaid balance of the CSA Indebtedness for the period from and after July 1, 1985 shall be payable, to the extent accrued, quarterly on September 30, December 31, March 31 and June 30 in each year, commencing September 30, 1985 to and including September 30, 2000, each such date being hereinafter called a "Payment Date". The installments of the CSA Indebtedness shall be payable on each Payment Date occurring on or after December 31, 1989, and the amount of CSA Indebtedness payable on each such date shall be calculated so that each remaining quarterly payment of principal and interest shall be approximately equal and the aggregate of such installments of principal and interest shall fully amortize the CSA Indebtedness on September 30, 2000. Except as expressly set forth in this Agreement or in Amendment No. 1, the Trustee shall not have the right to prepay all or any portion of the CSA Indebtedness.

(2) If any of the dates for payment of principal or interest is not a "Business Day" (as defined in the Master Agreement), such payment shall be payable on the next succeeding Business Day, without adjustment for interest on such payment for the intervening period."

(d) Article 4 is amended by deleting the words "16% per annum" in the third line of Paragraph 4.6 thereof and substituting therefor the following: "10% per annum, or the rate then applicable under the CSA, whichever is higher".

(e) Article 4 is amended by deleting Paragraph 4.7 in its entirety and by substituting therefore the following:

4.7 Currency of Payment; Prepayment.

(a) All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made in immediately available funds.

(b) Except as provided in Article 7 hereof, in this paragraph 4.7 and in Amendment No. 1, the Trustee shall not have the privilege of prepaying any portion of the CSA Indebtedness prior to the date it becomes due.

(c) Section 10(a) of Amendment No. 1 is hereby incorporated by reference in its entirety into this Agreement with the only changes in said Section 10(a) being that each reference therein to "the Lessor," "the Agent" and "the CSA" shall be deemed a reference to "the Trustee," "the Vendor" and "this Agreement", respectively.

(f) Article 4 is amended by deleting clause (ii) of the definition of the term "income and proceeds from the Equipment" in paragraph 4.8 thereof and by substituting therefor the following:

"(ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) (not including amounts paid by the Lessee to the Trustee as reimbursement of sums paid by the Trustee on account of prior defaults under § 13.1(A) of the Lease) as are indefeasibly received by the Trustee or any assignee of the Trustee and as shall equal the portion of the CSA Indebtedness (including prepayments thereof required in respect of Casualty Occurrences or by paragraph 4.7 or Amendment No. 1) and/or interest thereon due and payable on the date such amounts were required to be paid pursuant to the Lease, this Agreement or Amendment No. 1 or as shall equal any other payments then due and payable under this Agreement."

(g) Article 4 is amended by deleting the language beginning with "it being understood" and ending with "payable under the Lease," inclusive, which follows clause (ii)(b) of the definition of the term "income and proceeds from the Equipment" in Paragraph 4.8 thereof and by substituting therefor the following:

> "it being understood that 'income and proceeds from the Equipment' shall in no event include amounts referred to in the foregoing clauses (a) and (b) which were received by the Trustee or any assignee of the Trustee prior to the existence of such an event of default which exceeded the amounts required to discharge that portion of the CSA Indebtedness (including prepayments thereof required in respect of Casualty Occurrences or by Paragraph 4.7 or Amendment No. 1) and/or interest thereon due and payable on the date on which amounts with respect thereto received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease, this Agreement or Amendment No. 1, or which exceeded any other payments due and payable under this Agreement at the time such amounts were payable under the Lease."

(h) Article 7 is amended by deleting the second, third and fourth sentences of paragraph 7.2 thereof and substituting therefor the following:

> "On the date payment is received from the Lessee, or the insurance company insuring the Units which were the subject of the Casualty Occurrence, on account of such Casualty Occurrence, the Trustee shall pay to the Vendor all payments made by the Lessee or such insurance company on account of such Casualty Occurrence, which payments shall be applied by the Vendor to prepay, without penalty or premium, ratably in accordance with the unpaid balance of each installment of the CSA Indebtedness, together with all interest accrued on the portion of the CSA Indebtedness being prepaid.

(i) Article 7 is amended by deleting paragraphs 7.3 and 7.4 thereof and substituting therefor the following:

> "7.3. Release of Lien. Upon payment by the Trustee to the Vendor of the Casualty Value in respect of a Unit of Equipment having suffered a Casualty Occurrence, the Vendor, if so requested by the Trustee and the Lessee in writing at that time and if provided with a certificate stating that the Casualty Value of such Unit has been paid in full to the Vendor will, at the Lessee's expense, (a) execute an instrument releasing its security interest in the Equipment and transferring such interest to the Lessee or its designee, free of all liens, security interests and other encumbrances created or retained hereby and (b) execute and deliver at the same place, for filing, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order to then make clear upon the public records the title of the Lessee or its designee to the Equipment. The Trustee and the Lessee hereby waive any and all rights in or to the payment of any penalty or damages for failure to execute and deliver such instrument or instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver the same or to file such certificate within a reasonable time after written demand by the Trustee and the Lessee.

(j) Article 8 is amended by deleting the second and third sentences thereof and substituting therefor the following:

> "If the Vendor shall receive any insurance proceeds or condemnation payments, the Vendor shall promptly pay such insurance proceeds or condemnation payments to the Security Trustee for application pursuant to the terms of the Master Agreement."

(k) Article 12 is amended by adding at the end of paragraph 12.1 thereof the following:

", the Master Agreement and Amendment No. 1."

(l) Article 16 is amended by adding the following subparagraph to paragraph 16.1 thereof:

> "(f) A Payment Order (as such term is defined in the Master Agreement) shall have been delivered to the Company pursuant to Section 9.2 of the Master Agreement; provided, however, if such Payment Order shall have been rescinded or annulled in accordance with Section 9.3 of the Master Agreement, (i) any Event of Default arising under this paragraph 16.1(f) as a result of such Payment Order shall be deemed waived as of the date of such rescission or annulment and (ii) any Declaration of Default resulting from such Event of Default shall be deemed to have been rescinded and annulled."

(m) Article 16 is amended by deleting clause (ii) of the penultimate sentence and the last sentence of paragraph 16.1 thereof and substituting therefor the following:

> "(ii) declare (hereinafter called a "Declaration of Default") the entire unpaid CSA Indebtedness, together with the interest thereon then accrued and unpaid plus, to the extent permitted by law, a premium equal to twenty percent (20%) of the entire unpaid CSA Indebtedness, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of the CSA Indebtedness and accrued and unpaid interest thereon shall bear interest from the date of such Declaration of Default at the Penalty Rate to the extent legally enforceable. Upon a Declaration of Default, subject to Article 4 hereof, the Vendor shall be entitled to recover judgment for the entire unpaid balance of the CSA Indebtedness so payable, with interest and premium as aforesaid, and to collect such judgment out of any property of the Trustee, subject to the provisions of

Section 4.8 and Article 22 hereof, wherever situated. Notwithstanding any other provision of this Agreement to the contrary, upon a Declaration of Default the Trustee shall have the rights granted to it pursuant to Sections 10(c) and 10(d) of Amendment No. 1."

(n) Article 17 is amended by deleting the reference to Article 4 in the first sentence of paragraph 17.2 thereof and substituting therefor the following:

"Paragraph 4.8"

(o) Article 17 is amended by deleting the twenty-second line of paragraph 17.3 thereof and by substituting therefor the following:

"of the CSA Indebtedness, plus a premium equal to 20% of the principal amount thereof, together with interest thereon"

(p) Article 17 is amended by deleting paragraph 17.4 in its entirety and by substituting therefor the following:

"Section 10(d) of Amendment No. 1 is hereby incorporated by reference in its entirety into this Agreement with the only changes in said Section 10(d) being that each reference therein to "the Lessor," "the Agent" and "the CSA" shall be deemed, respectively, to be a reference to "the Trustee," "the Vendor" and "this Agreement."

(q) Article 17 is amended by deleting paragraph 17.5 in its entirety and by substituting therefor the following:

"Section 10(c) of Amendment No. 1 is hereby incorporated by reference in its entirety into this Agreement with the only changes in said Section 10(c) being that each reference therein to "the Lessor," "the Agent" and "the CSA" shall be deemed, respectively, to be a reference to "the Trustee," "the Vendor" and "this Agreement."

(r) Article 18 is amended by deleting the second line of paragraph 18.2 thereof in its entirety and by substituting therefor the following:

> "provided in this Agreement and in Amendment No. 1, the Trustee to the full extent"

(s) Article 22 is amended by deleting the proviso in the last sentence of paragraph 22.2 thereof.

(t) The CSA is hereby amended by adding at the end thereof a new Article 25 as follows:

ARTICLE 25. ADDITIONAL DOCUMENTS

> In connection with the exercise by the Trustee of any of its rights under paragraph 4.7(c), paragraph 17.4 or paragraph 17.5 hereof or Amendment No. 1, the Vendor shall execute such documents as the Trustee may reasonably request to evidence any of the transactions referred to in the foregoing paragraphs.

(u) The CSA is hereby amended by adding at the end thereof a new Article 26 as follows:

ARTICLE 26. DEFINED TERMS

> Terms used in this Agreement but defined in the Lease shall have the meanings ascribed thereto in the Lease. Without limiting the generality of the foregoing, each place in this Agreement where the word "unit" or "units" is used shall be deemed a reference to the term "Unit" or "Units," as such terms are defined in the Lease.

(v) Schedule I to the CSA is hereby deleted in its entirety and the revised Schedule set forth in Annex A hereto is substituted therefor.

5. The Lease is amended, as follows:

(a) Section 1 is amended, as follows:

(i) The caption to Section 1 is deleted and the following inserted in lieu thereof:

"§ 1. AMENDMENT TO CONFORM TO MASTER AGREEMENT; NET LEASE"

(ii) The following new paragraph is added at the beginning of Section 1:

"1.1 Amendment Agreement No. 1 Controlling. The Trustee, the Owner, the Vendor and the Lessee are parties to Amendment Agreement No. 1 ("Amendment No. 1"), dated as of May 1, 1985, pursuant to which certain amendments were effected to the GECC Financing Agreements (as such term is defined in the Master Agreement Regarding the Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad Company (as amended from time to time, the "Master Agreement"), dated as of May 1, 1985, among the parties to Amendment No. 1 and certain other parties named therein). In the event of any inconsistency between the provisions of this Lease and the provisions of Amendment No. 1, Amendment No. 1 shall govern."

(iii) The first paragraph of Section 1 is amended by adding the following caption immediately preceding the paragraph:

"1.2 Net Lease."

(iv) The fourth line of Section 1.2 is deleted and the following inserted in lieu thereof:

"fically provided or as provided in Amendment No. 1, the Lessee shall not be entitled to any"

(v) The thirteenth line of Section 1.2 is deleted and the following inserted in lieu thereof:

"provided herein or in Amendment No. 1, shall this Lease terminate, or the respec-"

(vi) The thirty-second line of Section 1.2 is deleted and the following inserted in lieu thereof:

"Lease or Amendment No. 1. To the extent permitted by applicable law, the"

(b) Section 3 is amended by deleting the present Section 3 in its entirety and substituting therefor the following:

§ 3. RENTALS

3.1 Amount and Date of Payment. For the period from the date each Unit was first leased to the Lessee hereunder to and including June 30, 1983, the Lessee paid to the Trustee, as rental, the amounts required to be paid pursuant to the provisions of this Lease then in effect. For the period from July 1, 1983 to and including June 30, 1985, the Lessee agrees to issue, or to cause the Security Trustee to issue, to the Trustee, as rental for such period, "Preferred Certificates" or "Preferred Stock" (as defined in the Master Agreement) in the "Preferred Certificate Par Value Amount" (as defined in the Master Agreement) or the Preferred Stock par value amount equal to $3,654,148. For the period from July 1, 1985, to and including September 30, 2000, as to each Unit rental shall accrue and the Lessee shall pay to the Trustee, quarterly on September 30, December 31, March 31 and June 30 in each year commencing September 30, 1985 to and including September 30, 2000, (each such date being hereinafter called a "Payment Date"), an amount equal to (x) the amount then required to be paid by the Trustee pursuant to Article 4 of the CSA to pay the installment of principal then due, if any, and any accrued interest divided by (y) the number of Units subject to this Lease as of such Payment Date. In addition, subject to §3.2 and §3.3, there shall also accrue and the Lessee shall pay on and as of each Payment Date from and after December 31, 1996, to and including September 30, 2000, rentals as to each Unit in an amount equal to $521.62, hereinafter referred to as "Excess Rentals."

3.2 Deferred Rentals. Notwithstanding §3.1, the payment of 80% of the Excess Rentals accrued and payable as of each Payment Date commencing December 31, 1996 through and including September 30, 2000 (or such earlier date as the New Obligations, as defined in the Master Agreement, are satisfied in full) shall be deferred (the aggregate amount of Excess Rentals so deferred as to each unit being hereinafter referred to as the "Deferred Rentals"). The Deferred Rentals shall be payable, without interest, in 28 equal quarterly installments, until fully paid, on each December 31, March 31, June 30 and September 30, commencing December 31, 2000 through and including September 30, 2007. Unless sooner paid, any remaining obligation of the Lessee with respect to the Deferred Rentals shall be paid in full to the Trustee on September 30, 2007. Notwithstanding the above, on the first Payment Date occurring after all such New Obligations have been satisfied in full, the Lessee's payment obligation shall be adjusted to be in an amount sufficient to fully satisfy in eight equal quarterly payments the balance of its entire obligation with respect to Deferred Rentals.

3.3. Adjustment to Excess and Deferred Rentals. Upon a Unit ceasing to be subject to this Lease or a Casualty Occurrence (as defined in §7 hereof) to a Unit, no Excess or Deferred Rentals shall accrue or be payable with respect to such Units.

3.4 Payment on Non-Business Days. In any case where the date fixed hereunder for the payment of any amount by the Lessee shall not be a "Business Day" (as defined in the Master Agreement), then payment of the amount due need not be made on such date but shall be made, without interest, on the preceding "Business Day" (as defined in the Master Agreement).

3.5 Instructions to Pay Vendor. Until the Vendor shall have advised the Lessee in writing that all sums due from the Trustee under the CSA have been fully satisfied and discharged, the Trustee irrevocably instructs

the Lessee, and the Lessee hereby acknowledges the receipt of such instruction, to make all the payments provided for in this Lease (except the portion of the Excess Rental payable to the Trustee pursuant to § 3.1 hereof which is not being deferred pursuant to § 3.2 hereof, which shall be paid by the Lessee to the Trustee to the extent that the Trustee is entitled thereto) to the Vendor, for the account of the Trustee, with instructions to the Vendor to apply such payments to satisfy the obligations of the Trustee under the CSA. If the Lessee shall have been advised by the Vendor in writing that all sums due from the Trustee under the CSA have been fully discharged and satisfied, the installments of rental and any other amounts payable by the Lessee hereunder shall be paid directly to the Trustee.

3.6. Payment in Immediately Available Funds. The Lessee agrees to make each payment provided for herein as contemplated by § 3.1 in immediately available funds at or prior to 10:00 a.m. in the city where such payment is to be made."

(c) Section 4 is amended by adding to the last sentence of Section 4.1, in the parenthetical after the section sign, the following:

"3.2,"

(d) Section 5 is amended by adding at the end of paragraph 5.1 thereof the following:

"or its permitted sublessees."

(e) Section 7 is amended by deleting Section 7.1 through and including Section 7.6 thereof and substituting therefor the following:

"7.1 Lessee Appointed Agent for Sale or Disposal. Subject to the provisions of the Master Agreement, the Trustee hereby appoints the Lessee its agent to sell or dispose of, at any time during the term of the Lease or

thereafter, any Unit or any component thereof having suffered a "Casualty Occurrence" (as defined in the Master Agreement) during the term of the Lease.

7.2 Definition of Casualty Occurrence and Casualty Value; Payments. (1) In the event that any Unit shall suffer a "Casualty Occurrence", as defined in the Master Agreement, during the term of this Lease or until such Unit is returned pursuant to § 14 or 17 hereof, or the Purchase Price of any Unit shall have been refunded by the Builder of such Unit pursuant to the terms of its patent indemnity therefor or any Unit shall be sold or disposed of by the Lessee as agent of the Trustee, in accordance with the provisions of § 7.1 hereof (any such occurrence being hereinafter called a "Casualty Occurrence"), the Lessee shall promptly and fully notify the Trustee and the Vendor with respect thereto.

(2) The Casualty Value of each Unit suffering a Casualty Occurrence shall be the Net Disposition Proceeds, as defined in the Master Agreement, received by the Lessee from the sale, scrapping or other disposition of such Unit, including any insurance proceeds received by the Lessee on account of any policy of insurance maintained by the Lessee and any other payments paid to the Lessee by a sublessee or other third party and attributable to the loss or destruction of such Unit, and in the case of the use of any component of any Unit by the Lessee, Casualty Value shall include the fair market value of such component. The Casualty Value of any Unit sustaining a Casualty Occurrence shall be paid by the Lessee to the Trustee, for application pursuant to the provisions of the CSA, promptly upon the receipt by the Lessee of funds constituting "Net Disposition Proceeds", as defined in the Master Agreement, with respect to such Unit, and in the case of the use of any component of any Unit by the Lessee, promptly after the Lessee first makes use of such component. Upon the making of such payment by the Lessee in respect of any Unit, the term of this Lease as to such Unit shall terminate but the Lessee's obligations hereunder, including obligations to pay rentals, shall continue unabated.

(3) Upon a Casualty Occurrence to a Unit and the payment of the Casualty Value thereof to the Trustee for application as aforesaid, all right, title and interest of the Trustee in and to such Unit (other than the right to receive the Casualty Value of such Unit, as described above) shall terminate and, from and after such date, the Lessee or its designee shall be entitled to the use and possession of such Unit free and clear of the interest of the Trustee and, if so requested by the Lessee, the Trustee shall execute and deliver to the Lessee or its designee a bill of sale or other instrument as may be reasonably requested by the Lessee conveying to the Lessee or its designee, without warranty, the Trustee's interest in such Unit."

(f) Section 7 is further amended by renumbering Section 7.7 thereof as Section 7.3.

(g) Section 7 is further amended by deleting Section 7.8 thereof and substituting therefor the following, which shall be renumbered as Section 7.4:

"7.4. Insurance Proceeds and Condemnation Payments. If the Trustee shall receive (directly or from the Lessee) any insurance proceeds or condemnation payments in respect of any Units suffering a Casualty Occurrence, the Trustee shall promptly pay such insurance proceeds or condemnation payments to the Vendor for application pursuant to the provisions of the CSA."

(h) Section 13.1 is amended by adding the following Subsection thereto:

"(H) Any Event of Default under Subparagraph 16.1(f) of the CSA shall have occurred."

(i) Section 13 is amended by deleting the portion of Section 13.1 appearing after paragraph (H) thereof and by substituting therefor the following:

"then (i) in the case of any one or more Events of Default having occurred under Section 13.1(H) hereof, this Lease shall automatically terminate and the Lessor shall have all of the rights and remedies set forth in clause (b) below; provided, however, if any such Event of Default shall have occurred as a result solely of an event of default having occurred under paragraph 16.1(H) of the CSA and such event of default is deemed waived pursuant to the terms and provisions of said paragraph 16.1(g) of the CSA, the aforesaid Event of Default under Section 13.1(H) hereof arising therefrom shall be deemed waived and this Lease, and all the terms and provisions hereof, shall be reinstated as if such Event of Default never occurred or (ii) in the case of any other Events of Default hereunder, if a "Declaration of Default" (as defined in the CSA) shall have been declared by the Vendor under the CSA and not withdrawn, the Trustee, at its option but subject to the provisions of the Master Agreement, may:

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as herein provided; and thereupon the Trustee may by its agents enter upon the premises of the Lessee or other premises, insofar as the Lessee may be lawfully authorized so to permit, where any of the Units may be located, without judicial process if this can be done without breach of the peace and in accordance with due process of law, and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the

Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Trustee shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee as damages for loss of the bargain and not as a penalty an amount equal to the excess, if any, of the Stipulated Loss Value, determined pursuant to Annex B hereto, as of the rental Payment Date (referred to in § 3.1 hereof) on or next preceding the date of termination over the amount the Trustee reasonably estimates to be the sales value of such Unit at such time.

In addition, the Lessee shall be liable, except as otherwise provided above, for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of the Trustee's remedies with respect thereto, including all costs and expenses incurred in connection with the return of any Unit."

(i) Section 13 is amended by adding a new Section 13.4 as follows:

13.4 Additional Remedies. In addition to any other remedies, including, without limitation, Stipulated Loss Value, upon a Unit ceasing to be subject to this Lease or a Casualty Occurrence (as defined in Section 7 hereof) to a Unit, the Lessee shall be obligated to pay, as liquidated damages for loss

of a bargain, and not as a penalty, to the Vendor in quarterly installments, without interest, commencing on what would have been the next Payment Date (as defined in §3.2 hereof) or December 31, 1996, whichever is later, the amounts set forth in Schedule A as of each Payment Date thereafter, if the New Obligations, as defined in the Master Agreement, are outstanding on such Payment Date. On the first such Payment Date occurring after such New Obligations are satisfied in full, the Lessee's obligation to pay the remaining amounts provided for in Schedule A shall be satisfied in eight equal quarterly payments, commencing on such first Payment Date occurring after the New Obligations are satisfied in full. Notwithstanding the foregoing, no amounts shall be payable by the Lessee under this §13.2 upon an early termination of this Lease with respect to any Unit as to which the Trustee obtained possession as a result of the exercise by the Trustee of its right to possession of all of the Units pursuant to Section 10(a) or 10(d) of Amendment No. 1 to this Lease.

(j) Section 15 is amended by deleting Section 15.1 thereof and by substituting therefor the following:

"15.1 Assignment; Consent. The Lessee hereby acknowledges the assignment of the Lease pursuant to the Lease Assignment. No further assignment of this Lease or any portion hereof by the Trustee shall be permitted without the written consent of the Vendor and the Security Trustee. The Vendor may assign the Lease or its interest therein without the consent of the Trustee, the Lessee or the Owner."

(k) Section 15 is further amended by deleting paragraph (2) of Section 15.2 thereof and by substituting therefor the following:

"(2) So long as no Event of Default exists hereunder and no event of default exists under the CSA, the Lessee shall be entitled to (i) the possession and use of the Units by it or any affiliate upon lines of

railroad owned or operated by it or any such affiliate or upon lines of railroad over which the Lessee or any such affiliate has trackage or other operating rights or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract and shall be entitled to permit the use of the Units upon connecting and other carriers in the United States of America or as otherwise permitted by the Master Agreement in the usual interchange of traffic or pursuant to run-through agreements and (ii) subject to the provisions of the Master Agreement, to assign its rights to the Units or to sublease the Units, but only upon and subject to all the terms and conditions of this Lease, the CSA and the Master Agreement; provided, however, that the Lessee shall not assign or sublease to, or permit the sublease or use of the Units by, any person in whose hands such Units would not qualify as "section 38 property" within the meaning of the Internal Revenue Code of 1954, as amended. For so long as no Event of Default exists hereunder and no event of default exists under the CSA and subject to the provisions of the Master Agreement, the Lessee may receive and retain compensation for the use of any of the Units from railroads or other entities so using such Units. Each sublease or assignment may provide that the rights of the sublessee or assignee to the quiet use, enjoyment and possession of the Units covered thereby shall not be impaired by any action of the Lessee, the Trustee, the Agent or the Security Trustee (or by any person claiming by, through or under any thereof) so long as such sublessee or assignee is not in default under the terms of such sublease or assignment. No sublease or assignment shall extend beyond the term of this Lease. Each sublease or assignment which is for a term in excess of three (3) years shall provide that such sublease or assignment can be terminated by the Trustee without penalty upon three (3) years prior written notice to the sublessee or assignee in the event the Trustee acquires the Units covered thereby pursuant to the provisions of Section 10 of Amendment No. 1."

(l) Section 15 is further amended by deleting the first word of the first sentence of Section 15.3 thereof and by substituting therefor the following:

> "Subject to Section 10.4 of the Master Agreement, nothing"

(m) Section 16 is amended by adding to the end of Section 16.3 thereof the following:

> Any right of first refusal in favor of the Lessee shall be subject and subordinate to the CSA and the Vendor's rights therein and remedies thereunder.

(n) Section 19 is amended by deleting the words "16% per annum" in the fourth line thereof and substituting therefor the following: "10% per annum, or the rate then applicable under the CSA, whichever is higher."

(o) Section 20 is amended by deleting the words "16% per annum" in the eighth line thereof and substituting therefor the number "10% per annum, or the rate then applicable under the CSA, whichever is higher."

(p) Section 21 is amended by deleting the address in Section 21(b) thereof and substituting therefor the following:

> "Suite 680, Commerce Court, Four Station Square, Pittsburgh, Pennsylvania 15219-1199 Attention: Office of the Treasurer,"

(q) Section 24 is amended by deleting the third line thereof and substituting therefor the following:

> "Owner, the Vendor, the Investors (including the Security Trustee as the Assignee thereof), the Builder and the"

(r) A new Section 30 is hereby added to the Lease

as follows:

§30. TERMINATION

In connection with the exercise by the Trustee of any of its rights under Section 10 of Amendment No. 1, this Lease shall automatically terminate as to, but only as to, the Units being sold pursuant to Section 10 of Amendment No. 1 and all of the Lessee's right, title and interest therein shall, without further action, be terminated; provided, however, any such termination of this Lease in respect of such Units shall be subject to the rights of any sublessee meeting the requirements of Section 15.2. Upon request of the Trustee, the Lessee or any Subsidiary of the Lessee shall execute such documents as the Lessor may reasonably request to evidence the termination of this Lease in respect of the aforesaid Units.

(s) A new Section 31 is hereby added to the Lease as follows:

§31. SUBORDINATION

Notwithstanding any provision of the Lease to the contrary, all payments under the Lease may be made to the Trustee only at such times and to the extent permitted by the GECC Subordination Agreement (as defined in the Master Agreement)."

(t) Appendix B to the Lease is hereby deleted in its entirety and the revised Appendix set forth in Annex B hereto is substituted therefor.

6. The Lease Assignment is amended, as follows:

(a) Section 1 is amended by deleting the present Section 1 in its entirety and substituting therefor the following:

1.1 Amendment Agreement No. 1 Controlling. The Trustee, the Vendor and the Lessee are parties to Amendment Agreement No. 1 ("Amendment No. 1"), dated as of May 1,

1985, pursuant to which certain amendments were effected to the GECC Financing Agreements (as such term is defined in the Master Agreement Regarding the Restructuring of the Obligations of The Pittsburgh and Lake Erie Railroad Company (as amended from time to time, the "Master Agreement"), dated as of May 1, 1985, among the parties to Amendment No. 1 and certain other parties named therein). In the event of any inconsistency between the provisions of this Assignment and the provisions of Amendment No. 1, Amendment No. 1 shall govern.

1.2 Assignment. The Trustee hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the obligations of the Trustee under the CSA, all the Trustee's right, title and interest, powers, privileges and other benefits under the Lease (except the portion of the Excess Rental payable to the Trustee pursuant to § 3.1 of the Lease which is not being deferred pursuant to § 3.2 of the Lease, which shall be paid by the Lessee to the extent that the Trustee is entitled thereto), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee from the Lessee pursuant to the Lease whether as rent, casualty payment, indemnity, liquidated damages, proceeds of sales or otherwise (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Trustee irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof."

(b) Section 10 is amended by deleting the present Section 10 in its entirety and substituting therefor the following:

> "10. The Vendor hereby agrees with the Trustee that the Vendor will not, so long as no event of default under the CSA has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Trustee to the Vendor by this Assignment, except the right to collect and apply the Payments as provided in Paragraph 1 hereof."

7. The Consent is amended by deleting the present subparagraph (1) of the Consent in its entirety and substituting therefor the following:

> "(1) it will pay all rentals, casualty payments, proceeds of sales, liquidated damages, indemnities (except the portion of the Excess Rental payable to the Trustee pursuant to § 3.1 of the Lease which is not being deferred pursuant to §3.2 of the Lease, which shall be paid by the Lessee to the extent that the Trustee is entitled thereto), and other moneys provided for in the Lease (which payments are hereinafter called the "Payments") due and to become due under the Lease directly to First Security Bank of Utah, N.A., as Agent (the "Vendor"), the assignee named in the Lease Assignment, at 79 South Main Street, Salt Lake City, Utah 84111, attention of Corporate Trust Department, or at such other address or to such other person as the Vendor shall specify in writing to the Lessee;"

8. The Trust Agreement is amended, as follows:

(a) Article I is amended by adding the following after clause (viii) of Section 1.01 thereof and by renumbering clauses (ix) and (x) as clauses (x) and (xi), respectively:

"(ix) to execute and deliver the Master Agreement Regarding the Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad dated as of May 1, 1985 (as amended from time to time, the "Master Agreement") between the Owner, the Trustee, the Lessee, the Assignee, The Connecticut National Bank as Security Trustee and the other parties named therein and to execute and deliver each document referred to in the Master Agreement to which the Trustee is a party, including, without limitation, Amendment Agreement No. 1 ("Amendment No. 1"), dated as of May 1, 1985 by and among the Trustee, the Owner, First Security Bank of Utah, N.A., as Agent, and the Lessee (the Trust Documents hereinbefore described, the Master Agreement, Amendment No. 1 and each such other document being hereinafter sometimes collectively called the "Trust Documents")"

(b) Article II is amended by deleting the seventh line of Section 2.01(a) thereof and substituting therefor the following:

"the Lease Assignment, but subject to the GECC Subordination Agreement (as defined in the Master Agreement), the Trustee receives any amounts of"

(c) Article II is amended by deleting subparagraph (b) through and including subparagraph (d) of Section 2.01 thereof and by substituting therefor the following:

"(b) In the event that any amounts are received by the Trustee under the Lease directly from the Lessee while any CSA Indebtedness (as defined in the CSA) is outstanding (except the portion of the Excess Rental payable to the Trustee pursuant to § 3.1 of the Lease which is not being deferred pursuant to §3.2 of the Lease, which shall be paid by the Lessee to the extent that the Trustee is entitled thereto), such amounts shall be applied as follows:

(i) in satisfaction of the obligations, if any, of the Trustee under

the CSA, including obligations to pay accrued interest on and the principal of the CSA Indebtedness (as defined in the CSA), whether or not then due in accordance with the terms of the CSA,

(ii) to the payment of any unpaid fees of the Trustee then due and owing together with the necessary and reasonable expenses of the administration of the trusts hereby created, and

(iii) the balance, if any, to the Owner.

(c) in the event that any amounts are received by the Trustee under the Lease (i) directly from the Lessee with respect to the portion of Excess Rental payable to the Trustee pursuant to § 3.1 of the Lease and which is not being deferred pursuant to §3.2 of the Lease, or (ii) after all of the CSA Indebtedness (as defined in the CSA) has been paid in full, such amounts, after payment of any unpaid fees of the Trustee then due and owing together with the necessary and reasonable expenses of the administration of the trusts hereby created, shall forthwith be paid over to the Owner.

(d) Article VIII is amended by inserting in Section 8.01 thereof at the beginning of the sixteenth line thereof the following:

"Section 2.01(a)"

(e) Article IX is amended by adding to the end of the first sentence of Section 9.03 thereof the following:

"and bind such transferee to the terms, conditions, and obligations, if any, of the Trustee and the Owner under the Master Agreement, the other New Financing Agreements (as defined in the Master Agreement) executed in connection therewith, Amendment No. 1 and the other GECC Financing Agreements applicable hereto."

9. The Indemnity Agreement is amended, as follows:

(a) Section 6 is amended by inserting the word "or" at the end of subparagraph (e) thereof and by adding the following subparagraphs to follow subparagraph (e):

> "(f) any Loss which arises from or is attributable to the execution and delivery by the Owner, the Trustee, the Lessee, the Agent or any Investor, of either or all of the Master Agreement Regarding the Restructuring of Obligations of The Pittsburgh and Lake Erie Railroad Company dated as of May 1, 1985 (as amended from time to time, the "Master Agreement") between the Owner, the Trustee, the Lessee, the Agent, the Investors, The Connecticut National Bank, as security trustee (the "Security Trustee") and the other parties named therein, all of the Annexes and Exhibits to the Master Agreement and Amendment Agreement No. 1, dated as of May 1, 1985 ("Amendment No. 1") by and among the Owner, the Trustee, the Agent and the Lessee, and any Loss which arises from or is attributable to any payment by the Lessee of amounts required to be paid by it under the terms of the Master Agreement or the Lease;
>
> (g) any Loss which results from the sale or other disposition of a Unit (or any part thereof) (i) in accordance with the express provisions of the Master Agreement and the Lease prior to an Event of Default under the Master Agreement having occurred and a Payment Order having been issued, or (ii) pursuant to Section 7.1 of the Lease if the Lessee shall have complied with the requirements of Section 7 of the Lease with respect to the payment of Casualty Value; or
>
> (h) any Loss which results from any action taken by the Lessee or any other party to the Master Agreement with the express consent of the Owner."

(b) Section 17 is amended by adding the following at the end thereof:

"Notwithstanding any provision of this Indemnity Agreement to the contrary, payments can be made by the Lessee to the Owner only at such times and to the extent permitted by the Subordination Agreement dated as of May 1, 1985 between the Owner, the Trustee, the Lessee, J.P. Morgan Interfunding Corp. and the Security Trustee (as amended from time to time, the "GECC Subordination Agreement")."

10. The following provisions shall apply to the Participation Agreement, the Lease, the Lease Assignment, the Consent and the CSA. In the event of any inconsistency between the provisions of any such document, as amended hereby, and the provisions of this Section 10, the provisions of this Section 10 shall govern:

(a) Right of Prepayment of CSA Indebtedness. Notwithstanding anything contained in the Participation Agreement, the Lease, the Lease Assignment, the Consent, or the CSA to the contrary, the Lessor shall have the right to obtain possession of all, but not less than all, of the Units, free and clear of the rights of the Lessee and its subsidiaries under the Lease and the lien in favor of the Agent under the CSA, upon the satisfaction in full of the following conditions precedent:

(i) The Lessor shall have given the Agent twenty (20) Business Days (as such term is defined in the Master Agreement) prior written notice of its intent to prepay the CSA Indebtedness and shall have paid to the Agent in immediately available funds an amount equal to the sum of (1) the then remaining aggregate principal amount of the CSA Indebtedness plus interest accrued thereon to the date of prepayment plus (2) a premium equal to twenty percent (20%) of such principal amount;

(ii) no Payment Order (as such term is defined in the Master Agreement) shall have been delivered to the Lessee, or, if any such Payment Order shall have been delivered, it shall have been rescinded and annulled pursuant to Section 9.3 of the Master Agreement; and

(iii) the Lessor, simultaneously with its exercise of its rights under this Section 10(a), shall have exercised its identical rights under, and fulfilled all the conditions set forth in, Section 10(a) of each of the other GECC Amendments (as such term is defined in the Master Agreement).

Upon satisfaction of such conditions precedent, the Lease and the lien in favor of the Agent under the CSA shall, without further action, terminate (subject to the rights of any sublessee), and all of the Lessee's and its subsidiaries' rights, title, interest and obligations in, to and under the Lease, and all of the Agent's rights, title, interest and obligations in, to and under the CSA, shall likewise, without further action, terminate; provided, however, that upon request from the Lessor, the Agent, the Lessee or any of the Lessee's subsidiaries, the Lessor, the Agent, the Lessee or any such subsidiary, as the case may be, shall execute such documents to evidence such termination as such party may reasonably request.

(b) Additional Lessor Rights.

(i) Disposition of Units. The Lessee shall make no Disposition (as such term is defined in the Master Agreement) of any Unit or Units or any interest of the Lessee therein except as provided in Section 7.2 of the Lease, Section 15.2 of the Lease or as hereinafter provided in this Section 10(b).

(ii) Offer Criteria. Any offer to purchase a Unit solicited by the Lessee pursuant

to the exercise of its rights under Section 7.20 and Section 7.21 of the Master Agreement may be proposed to the Lessor, in accordance with the terms of Section 10(b)(iii) of this Amendment, if:

(A) the sale is to be consummated on or after March 31, 1987.

(B) the sale conforms to the requirements of Section 11.2 of the Master Agreement, and,

(C) the sale conforms to the requirements of Section 11.7 of the Master Agreement.

Any offer which does not meet the above criteria shall not be proposed to the Lessor and shall not be consummated; provided, however, notwithstanding clause (B) and clause (C) above and the prohibition in respect of proposing and consummating sales which do not meet the criteria thereof, on and after the date of any Low Price Sale (as such term is defined in the Master Agreement) in respect of any Unit or Units, the Lessee may propose to the Lessor and consummate, in accordance with the terms of Section 10(b)(iii) of Amendment No. 1, any sale of any Unit meeting only the requirements of clause (A) above; provided further, however, that at all times after the Reinstatement Date (as such term is defined in the Master Agreement) with respect to any Low Price Sale, the requirements of clause (B) and clause (C) above and the prohibition in respect of proposing and consummating sales which do not meet the criteria thereof shall again be applicable.

(iii) Right of Possession. The Lessee shall deliver to the Lessor, at least fifteen (15) Business Days (as such term is defined in the Master Agreement) prior to the date of any

proposed sale meeting the conditions set forth in Section 10(b)(ii) of this Amendment, a written notice specifying the terms and conditions of such proposed sale, and the Lessor shall have the right, exercisable by delivery of a written acceptance notice not later than five (5) Business Days prior to the date of such proposed sale, to prepay CSA Indebtedness (as provided in this Section 10(b)) and to obtain possession of the Units which are the subject of such sale upon the same terms and conditions as are set forth in the aforesaid Lessee's written notice (such right being hereinafter referred to as a "Right of Possession"). If the Lessor shall elect not to exercise its Right of Possession, the Lessor shall take such steps as shall be necessary to aid in the consummation of such proposed sale. Upon the consummation of any such sale and the receipt by the Agent of the Net Disposition Proceeds (as such term is defined in the Master Agreement) arising therefrom or upon the exercise by the Lessor of its Right of Possession and the receipt by the Agent from the Lessor of an amount equal to such Net Disposition Proceeds (determined as if such sale had been consummated), title to the Units subject to such sale or Right of Possession shall vest in the Person purchasing such Units or the Lessor, as the case may be, free and clear of any lien securing the CSA Indebtedness and any right, title, or interest of the Lessee (or any of its subsidiaries) in, to or under the Lease (subject to the rights of any sublessees thereunder).

(iv) Application of Proceeds. The Net Disposition Proceeds from any such sale or the amount equal thereto (determined as if such sale had been consummated) payable by the Lessor upon the exercise of its Right of Possession shall constitute a prepayment of the CSA Indebtedness and shall reduce ratably the unpaid balance (and accrued and unpaid interest thereon) of each installment of CSA Indebtedness.

(v) Time for Consummation. Upon the failure of the Lessor to exercise its Right of Possession or to pay to the Agent the amount provided for in Section 10(b)(iii) of this Amendment which is payable in connection with

the exercise of such Right of Possession, the Lessee shall have the right to sell to any Person (as such term is defined in the Master Agreement) the Unit or Units in respect of which such Right of Possession was or was not exercised, as the case may be, on the terms and conditions not more favorable than the terms and conditions of which the Lessor had been given written notice pursuant to Section 10(b)(iii) of this Amendment, and to execute and deliver any and all documents and instruments in connection therewith. The right to sell the aforesaid Units shall terminate on, and any sale of such Units shall be consummated on or prior to, the date which is one hundred (100) days after the date of the receipt by the Lessor of the written notice from the Lessee referred to in Section 10(b)(iii) of this Amendment.

(vi) Finder's Fee. The Lessee shall be entitled to no fees or compensation of any kind for soliciting offers to purchase Units or for any assistance rendered in the sale of Units but shall be entitled to deduct its costs and expenses from the Gross Proceeds (as such term is defined in the Master Agreement) thereof, as provided for in Section 7.21 of the Master Agreement.

(c) Sale of Units by Agent.

(i) Subject to this Section 10(c), any sale by the Agent pursuant to Article 17 of the CSA may be held or conducted at New York, New York, at such time or times as the Agent may specify (unless the Agent shall specify a different place or places, in which case the sale shall be held at such place or places as the Agent may specify), in one lot and as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general, in such manner as the Agent may determine, so long as such sale shall be in a commercially reasonable manner. The Agent, the Lessor or the Lessee may bid for and become the purchaser of all or any of the Units so offered for sale; provided, however, that any bid offered by the Lessor at such sale shall be an all-cash bid. The Lessor and the Lessee shall be given written notice of such sale not less

than thirty (30) days prior thereto, by telegram or registered mail addressed as provided in Article 21 of the CSA. In the event that the amount of any all-cash bid offered by the Lessor at such sale shall equal or exceed the amount of the highest other purchase offer in respect of the Units then being sold (the "Railcar Purchase Offer") as determined by the Agent in its sole discretion (subject to Section 10(c)(iv)) of Amendment No. 1, the Lessor shall have the right, upon payment of such all cash bid, either

(A) to acquire the Units which are the subject of such sale or

(B) to redeem (herein referred to as the "Redemption Option") all of said Units (the "Redeemed Units").

(ii) Any successful bidder, including, without limitation, the Lessor, at the sale shall take title in and to the Units which are the subject of such sale or the Redeemed Units, as the case maybe, free and clear of any lien thereon securing the CSA Indebtedness and any right or interest therein of the Lessee (or any of its subsidiaries) under the Lease (subject to the rights of any sublessee thereunder). If the Lessor shall exercise its Redemption Option, any Units not constituting Redeemed Units shall continue, notwithstanding the exercise of said Option, to be subject to the lien of the CSA securing the then outstanding CSA Indebtedness. The funds received in respect of any Railcar Purchase Offer shall be applied, pursuant to and in accordance with the terms of the CSA, to the CSA Indebtedness, the accrued and unpaid interest thereon, and the other amounts owing thereunder to the Agent. The funds received in respect of any all cash bid of the Lessor, less any Applicable Premium, shall be applied, pursuant to and in accordance with the terms of the CSA, to the CSA Indebtedness, the accrued and unpaid interest thereon, and the other amounts owing thereunder to the Agent. The Applicable Premium paid in connection with any all cash bid of the Lessor shall satisfy, in full, any premium then due pursuant to Section 16.1 of the CSA. The exercise by the Lessor of its Redemption Option shall not constitute a

waiver of any Declaration of Default which gave rise to such Redemption Option. In the event that the Agent shall be the purchaser of any of the Units which are the subject of such sale, it shall not be accountable to the Lessor (except to the extent of surplus money received as provided in Article 17 of the CSA), and in payment of the purchase price therefor, the Agent shall be entitled to have credited on account thereof all or any part of the sums due to the Agent under the CSA,

(iii) The "Applicable Premium" means, with respect to each all cash bid of the Lessor, the lesser of (1) the excess, if any, of the all cash bid of the Lessor over the aggregate amount of the CSA Indebtedness Per Unit for each of the Units which is the subject of the sale giving rise to such bid or (2) 20% of the aggregate principal amount of the CSA Indebtedness per Unit for each of the Units which is the subject of such sale. The "CSA Indebtedness Per Unit" means, as to any Unit, an amount equal to the quotient of (x) the CSA Indebtedness outstanding on the date of the receipt by the Agent of the funds in respect of the Lessor's all cash bid divided by (y) the number of Units subject to this Agreement on said date.

(iv) In comparing the all-cash offer of the Lessor with all other Railcar Purchase Offers, the value of all noncurrent payments, if any, included in such other Railcar Purchase Offers shall be discounted annually to the date of the sale at a rate per annum equal to the Base Rate (as such term is defined in the Master Agreement) in effect at the time of comparison.

(v) If any sale or redemption pursuant to Section 10(c)(i) of Amendment No. 1 occurs on or after both the 25% Date and the date of any Low Price Sale (as such terms are defined in the Master Agreement and determined in respect of only the Units covered by the CSA) or, in the case of a sale, constitutes such Low Price Sale or, in the case of a redemption would have constituted such Low Price Sale if the Lessor acquired, rather than redeemed, the Redeemed Units, the Agent, upon prompt written notice thereof from the Lessee or the Lessor and

receipt of appropriate instructions from the Security Trustee, shall, by exercising its rights under the CSA, on or before one hundred and eighty (180) days after the date of such Low Price Sale, sell at one or more public or private sales and in such lot or lots and at such prices and on such terms as it, in its sole discretion, may determine all of the then remaining Units; provided, however, if during such one hundred and eighty (180) day period, the Agent or Security Trustee shall sell or cause a sale or sales of Unit or Units and as a result thereof the CSA Indebtedness Per Unit determined immediately after such sale or sales equals or is less than the CSA Indebtedness Per Unit immediately preceding such Low Price Sale, the Agent shall not be obligated to complete the sale of the then remaining units within said one-hundred and eighty (180) day period; provided further, however, if as a result of any further sale or sales by the Security Trustee or Agent, a subsequent Low Price Sale or Low Price Sales shall result, the terms of this Section 10(c)(v) shall again apply.

(d) Certain Lessor Rights. At any time during the continuance of a Declaration of Default (as such term is defined in the CSA] the Agent, with or without retaking possession thereof, at its election and upon reasonable notice to the Lessor, the Lessee and any other persons to whom the law may require notice of the time and place, may sell any or all of the Units, free from any and all claims of the Lessor, the Lessee or any other party claiming from, through or under the Lessor or the Lessee, at law or in equity, at public or private sale and with or without advertisement as the Agent may determine; provided, however, that if, prior to such sale and prior to the making of a contract for such sale and subject to the further provision set forth hereinafter, the Lessor should tender full payment of the

total unpaid balance of the CSA Indebtedness, plus a premium equal to twenty percent (20%) of the principal amount thereof, together with interest thereon accrued and unpaid and all other payments due under the CSA as well as expenses, if any, of the Agent in retaking possession of, removing, storing, holding and preparing the Units for sale, and otherwise arranging for the sale thereof and the Agent's reasonable attorneys' fees in connection therewith, then upon receipt of such payment, expenses and fees by the Agent, absolute right to the possession of, title to, and property in, the Units shall pass to and vest in the Lessor free and clear of any lien securing the CSA Indebtedness and any right or interest in the Units of the Lessee (or any of its subsidiaries) under the Lease (subject to the rights of any sublessee thereunder); provided further, however, that if, (i) after payment in full of all principal of, and accrued and unpaid interest on, all Certificates of Interest (as such term is defined in the Master Agreement) and (ii) prior to the aforesaid sale and prior to the making of a contract for such sale, the Lessor (A) should tender (1) fifty percent (50%) of the total unpaid balance of the CSA Indebtedness together with accrued and unpaid interest thereon, and (2) all other payments due under the CSA as well as all expenses of the Lessor, if any, in retaking possession of, removing, storing, holding and preparing the Units for sale, and otherwise arranging for the sale thereof and the Agent's reasonable attorneys' fees in connection therewith, and (B) shall exercise its identical rights under, and fulfill all

the conditions thereto set forth in, Section 10(d) of all of the other GECC Amendments (as such term is defined in the Master Agreement), then upon receipt of such payment, expenses and fees by the Agent within thirty (30) days after giving the Lessor written notice as provided in Section 10(c) of Amendment No. 1 of such sale, absolute right to the possession of, title to, and property in, all of the Units shall pass to and vest in the Lessor free and clear of any lien thereon securing the CSA Indebtedness and any right or interest therein of the Lessee (or any of its subsidiaries) under the Lease (subject to the rights of any sublessee thereunder). The proceeds of such sale or other disposition, less any reasonable attorneys' fees and any other expenses incurred by the Agent in retaking possession of, removing, storing, holding, preparing for sale and selling or otherwise disposing of any of the Units, shall be credited on the amount due to the Agent pursuant to the CSA.

11. Except as amended hereby, the Participation Agreement, the CSA, the Lease, the Lease Assignment, the Consent, the Trust Agreement and the Indemnity Agreement shall continue in full force and effect and any reference to such documents in any agreement contemplated thereby shall mean such documents as amended hereby.

12. 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.

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

14. The execution and delivery of this Amendment by the Owner shall constitute the authorization and direction to the Trustee to execute and deliver this Amendment.

* * *

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.

[Corporate Seal]
Attest:

_____

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY

By _____

[Corporate Seal]
Attest:

_____

GENERAL ELECTRIC CREDIT CORPORATION

By _____

[Corporate Seal]
Attest:

_____

THE CONNECTICUT BANK AND TRUST COMPANY, N.A., as Trustee

By _____

[Corporate Seal]
Attest:

_____

FIRST SECURITY BANK OF UTAH, N.A., as Agent

By _____

[Corporate Seal]
Attest:

_____

THE CONNECTICUT NATIONAL BANK, as Security Trustee

By _____

Vice President

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

14. The execution and delivery of this Amendment by the Owner shall constitute the authorization and direction to the Trustee to execute and deliver this Amendment.

* * *

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.

[Corporate Seal]
Attest:

_____

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY

By_____

[Corporate Seal]
Attest:

_____

GENERAL ELECTRIC CREDIT CORPORATION

By_____
Manager, Special Projects

[Corporate Seal]
Attest:

_____

THE CONNECTICUT BANK AND TRUST COMPANY, N.A., as Trustee

By_____

[Corporate Seal]
Attest:

_____

FIRST SECURITY BANK OF UTAH, N.A., as Agent

By_____

[Corporate Seal]
Attest:

_____

THE CONNECTICUT NATIONAL BANK, as Security Trustee

By_____

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

14. The execution and delivery of this Amendment by the Owner shall constitute the authorization and direction to the Trustee to execute and deliver this Amendment.

* * *

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.

[Corporate Seal] Attest: _____	THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY By_____
[Corporate Seal] Attest: _____	GENERAL ELECTRIC CREDIT CORPORATION By_____
[Corporate Seal] Attest: _____	THE CONNECTICUT BANK AND TRUST COMPANY, N.A., as Trustee By_____
[Corporate Seal] Attest: _____	FIRST SECURITY BANK OF UTAH, N.A., as Agent By_____
[Corporate Seal] Attest: _____	THE CONNECTICUT NATIONAL BANK, as Security Trustee By_____

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

14. The execution and delivery of this Amendment by the Owner shall constitute the authorization and direction to the Trustee to execute and deliver this Amendment.

* * *

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.

[Corporate Seal] Attest:	THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY
_____	By_____
[Corporate Seal] Attest:	GENERAL ELECTRIC CREDIT CORPORATION
_____	By_____
[Corporate Seal] Attest:	THE CONNECTICUT BANK AND TRUST COMPANY, N.A., as Trustee
_____	By_____
[Corporate Seal] Attest:	FIRST SECURITY BANK OF UTAH, N.A., as Agent
_____	By_____
[Corporate Seal] Attest:	THE CONNECTICUT NATIONAL BANK, as Security Trustee
_____	By_____

CONSENT OF INVESTORS

The Investors hereby consent to the foregoing Amendment and hereby authorize the Agent to execute and deliver said Amendment.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By: CIGNA Capital Advisers, Inc.

By Stephen A. Osborn
STEPHEN A. OSBORN
VICE PRESIDENT

STATE OF WISCONSIN INVESTMENT BOARD

By_____

CONSENT OF INVESTORS

The Investors hereby consent to the foregoing Amendment and hereby authorize the Agent to execute and deliver said Amendment.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By_____

STATE OF WISCONSIN INVESTMENT BOARD

By_____

[illegible] ASSISTANT DIRECTOR
STATE OF WISCONSIN INVESTMENT BOARD

STATE OF CONNECTICUT)
) ss.: Stamford, May 28, 1985
COUNTY OF FAIRFIELD)

On this 28th day of May, 1985, before me personally appeared Herman W. Gerte, to me personally known, who, being by me duly sworn, says that he is Manager, Special Projects of GENERAL ELECTRIC CREDIT CORPORATION, a ~~Delaware~~ New York 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.

Susan Lynne Bennett
Notary Public

[Notarial Seal]

My Commission expires March 31, 1989

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

On this 22nd day of May, 1985, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

Joyce M. Sperry
Notary Public

[Notarial Seal]

JOYCE M. SPERRY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1989

My Commission expires

STATE OF UTAH)
) ss.:
COUNTY OF)

On this 22nd day of May, 1985, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

David B. Smith
Notary Public

[Notarial Seal]

My Commission expires 10-16-88

STATE OF ~~CONNECTICUT~~ NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of May, 1985, before me personally appeared Michael M. Hopkins, to me personally known, who, being by me duly sworn, says that he is Vice president of THE CONNECTICUT NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

Barbara Quinn
Notary Public

[Notarial Seal]

BARBARA QUINN
Notary Public, State of New York
No. 30-4828318
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1987

My Commission expires _____

STATE NEW YORK
~~COMMONWEALTH~~ OF ~~PENNSYLVANIA~~)
) ss.:
COUNTY OF ~~ALLEGHANY~~ NEW YORK)

On this 29th day of May, 1985, before me personally appeared R. E. Thompson, to me personally known, who, being by me duly sworn, says that he is president of THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, a Delaware 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 Quinn
Notary Public

[Notarial Seal]

BARBARA QUINN
Notary Public, State of New York
No. 30-4828318
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1987

My Commission expires

Annex A to
Amendment Agreement No. 1

Type	Quantity	Lessee's Identification Numbers (Both Inclusive)
100-ton 52' 6" general service gondola cars	600	P&LE 51,000-51,599

Annex B to
Amendment Agreement No. 1

Appendix B
to
Lease of Railroad Equipment
Between
The Connecticut Bank and Trust Company, N.A., as Trustee
and
The Pittsburgh and Lake Erie Railroad Company

STIPULATED LOSS VALUES

Payment Date	Percent of Purchase Price
September 30, 1983	109.3337
December 31, 1983	109.4343
March 31, 1984	109.0334
June 30, 1984	109.1161
September 30, 1984	109.1987
December 31, 1984	109.2814
March 31, 1985	106.8737
June 30, 1985	105.5008
September 30, 1985	104.4059
December 31, 1985	104.3982
March 31, 1986	104.1324
June 30, 1986	104.1277
September 30, 1986	104.1230
December 31, 1986	104.1183
March 31, 1987	102.7848
June 30, 1987	101.9802
September 30, 1987	100.8908
December 31, 1987	100.8883
March 31, 1988	100.8869
June 30, 1988	100.8856
September 30, 1988	100.8842
December 31, 1988	100.8828
March 31, 1989	100.8820
June 30, 1989	100.8812
September 30, 1989	100.8804
December 31, 1989	100.0245
March 31, 1990	99.1473
June 30, 1990	98.2482
September 30, 1990	97.3266
December 31, 1990	96.3820
March 31, 1991	95.4133
June 30, 1991	94.4203
September 30, 1991	93.4025
December 31, 1991	92.3594
March 31, 1992	91.2891
June 30, 1992	90.1922
September 30, 1992	89.0679
December 31, 1992	87.9155
March 31, 1993	86.7327

Payment Date	Percent of Purchase Price
June 30, 1993	85.5204
September 30, 1993	84.2779
December 31, 1993	83.0044
March 31, 1994	81.6971
June 30, 1994	80.3573
September 30, 1994	78.9842
December 31, 1994	77.5769
March 31, 1995	76.1323
June 30, 1995	74.6517
September 30, 1995	73.1343
December 31, 1995	71.5792
March 31, 1996	69.9828
June 30, 1996	68.3466
September 30, 1996	66.6699
December 31, 1996	64.9515
March 31, 1997	41.6300
June 30, 1997	36.4600
September 30, 1997	34.0500
December 31, 1997	32.4000
March 31, 1998	31.1100
June 30, 1998	25.6300
September 30, 1998	24.7400
December 31, 1998	23.9100
March 31, 1999	22.9800
June 30, 1999	22.5000
September 30, 1999	22.0100
December 31, 1999	21.8600
March 31, 2000	21.1000
June 30, 2000	20.9300
September 30, 2000	20.0000

Schedule A
to
Lease of Railroad Equipment
Between
The Connecticut Bank and Trust Company, N.A., as Trustee
and
The Pittsburgh and Lake Erie Railroad Company

Payment Date	Amount Per Unit
December 31, 1996	$ 104.32
March 31, 1997	104.32
June 30, 1997	104.32
September 30, 1997	104.32
December 31, 1997	104.32
March 31, 1998	104.32
June 30, 1998	104.32
September 30, 1998	104.32
December 31, 1998	104.32
March 31, 1999	104.32
June 30, 1999	104.32
September 30, 1999	104.32
December 31, 1999	104.32
March 31, 2000	104.32
June 30, 2000	104.32
September 30, 2000	104.32
December 31, 2000	238.46
March 31, 2001	238.46
June 30, 2001	238.46
September 30, 2001	238.46
December 31, 2001	238.46
March 31, 2002	238.46
June 30, 2002	238.46
September 30, 2002	238.46
December 31, 2002	238.46
March 31, 2003	238.46
June 30, 2003	238.46
September 30, 2003	238.46
December 31, 2003	238.46
March 31, 2004	238.46
June 30, 2004	238.46
September 30, 2004	238.46
December 31, 2004	238.46
March 31, 2005	238.46
June 30, 2005	238.46
September 30, 2005	238.46
December 31, 2005	238.46
March 31, 2006	238.46
June 30, 2006	238.46
September 30, 2006	238.46
December 31, 2006	238.46

Payment Date	Amount Per Unit
March 31, 2007	238.46
June 30, 2007	238.46
September 30, 2007	238.46