

RECORDATION NO. 5760-7 FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

JAN 14 '99 11-15 AM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

Counters - Hartman

January 13, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of July 1, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number 5760.

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

Lessee: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101

Lessor: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, NY 10036

A description of the railroad equipment covered by the enclosed document is:

This transaction does not involve any new or additional railroad equipment.

Mr. Vernon A. Williams
January 13, 1999
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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.
11301 and CFR 1177.3 (c), on 1/14/99 at 11:15AM, and
assigned recordation numbers (s) 5565-I, 5760-I, 9383-E, 14496-A, 15335-E,
18478-A, 19326-B, 20274-B, 20321-B,
20403-R and 20959-C.

Sincerely Yours,

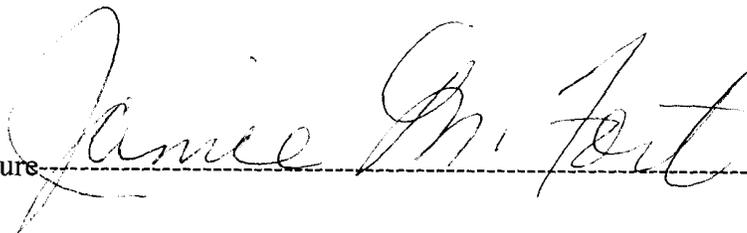


Vernon A. Williams

Enclosure(s)
286.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature _____



[L894]

RECORDATION NO. 3760-7 FILED

JAN 14 '99

11-15 AM

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, dated as of July 1, 1998 (the "Amendment Agreement"), is made by and between The CIT Group/Equipment Financing, Inc. (f/k/a C.I.T. Corporation), as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee").

PRELIMINARY STATEMENTS:

WHEREAS, the Lessor and Lessee have entered into a certain Lease of Railroad Equipment, dated as of June 1, 1970, as amended and supplemented from time to time (the "Lease Agreement"); and

WHEREAS, the Lessor and Lessee now desire to amend the Lease Agreement, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

Section 1. Certain Defined Terms. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement.

Section 1.01 "Affiliate". "Affiliate" means, as applied to any company, any other company directly or indirectly controlling, controlled by, or under common control with such company.

Section 2. Amendments to Lease Agreement.

Section 2.01 In the seventh line of the second paragraph of Section 11 of the Lease Agreement, immediately after the words "except, however," the following shall be inserted:

"for any sublease to an Affiliate of the Lessee and"

Section 2.02 The exception clause at the end of the last sentence of the second paragraph of Section 11 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor:

“, except to the extent permitted by the provisions of this § 11.”

Section 2.03 The third paragraph of Section 11 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor:

“So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Units and to the use thereof upon its (or any sublessee’s) lines of railroad or upon lines of railroad over which the Lessee (or any sublessee) has trackage or other operating rights or over which railroad equipment of the Lessee (or any sublessee) is regularly operated pursuant to contract, and also to permit the use of the Units upon connecting and other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease, including the last paragraph of this § 11, and the Conditional Sale Agreements. The Lessee or any sublessee may receive and retain compensation for such use from other railroads so using any of the Units.”

Section 3. Reconfirmation. The Lessor and the Lessee hereby ratify, approve and confirm their rights and obligations in each and every respect under the Lease Agreement, as amended by this Amendment Agreement.

Section 4. Further Assurances. The Lessor and Lessee each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as either party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement.

Section 5. Amendment or Waiver. This Amendment Agreement may not be amended, waived or modified without the written consent of the party to be bound thereby.

Section 6. Governing Law. This Amendment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7. Execution in Counterparts. This Amendment Agreement may be signed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.
(f/k/a C.I.T. CORPORATION)

By: 
Name: **Timothy J. Bennett**
Title: **Vice President**

CONSOLIDATED RAIL CORPORATION

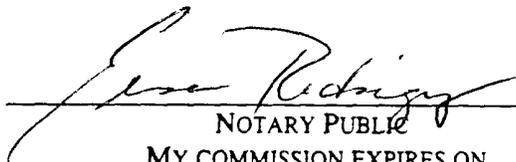
By: _____
Name:
Title:

STATE OF New York :)
)
COUNTY OF New York :) SS.:

On this, the 21st day of September, 1998, before me, a notary public, personally appeared Timothy J. Bennett, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of The CIT Group/Equipment Financing, Inc., f/k/a C.I.T. Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on _____, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
21st day of September, 1998.

[Notarial Seal]


NOTARY PUBLIC
MY COMMISSION EXPIRES ON 5/29/2000

ELSA RODRIGUEZ
Notary Public, State of New York
No. 4987228
Qualified in Nassau County
Certificate filed in New York County
Commission Expires May 29, 2000

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.
(f/k/a C.I.T. CORPORATION)

By: _____
Name:
Title:

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden
Name: Thomas J. McFadden
Title: Treasurer

