RECORDATION NO. 19708-C FILED

FEB 10 '99 1-45 PM

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

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

OF COUNSEL
URBAN A. LESTER

Get Counterparts!

February 9, 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 an Amendment Agreement, dated as of November 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 19708-C.

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

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

Lessor: General Electric Capital Business Asset Funding Corporation (successor in interest to MetLife Capital, Limited Partnership)
10900 N.E. 4th Street, Suite 500
Bellevue, WA 98004

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

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

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,

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 2/10/99 at 1:45PM , and

assigned recordation numbers (s): 12014-G, 14098-F, 14241-I, 14479-C, 14993-H, 15224-C, 15596-I, 15728-A, 15729-**B**, 18414-H and 19708-C.

Sincerely Yours,

Vernon A. Williams

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----------

RECORDATION NO. 19708-C FILED

FEB 10 '99 1-45 PM

[N895]

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, dated as of November 1, 1998 (the "Amendment Agreement"), is made by and between General Electric Capital Business Asset Funding Corporation (successor in interest to MetLife Capital, Limited Partnership), as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee").

PRELIMINARY STATEMENTS:

WHEREAS, the Lessor and Lessee have entered into a certain Equipment Lease Agreement, dated as of November 17, 1995, 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 2. Amendments to Lease Agreement.

Section 2.1 A new section titled "**Definitions**" shall be added immediately following the "**NOW, THEREFORE,**" clause on page 1 of the Lease and immediately preceding Section 1 titled "**Lease of Units**." The new section shall read as follows:

"**Definitions**

"affiliate" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Conrail Group" means the Lessee and the LLCs.

"Excluded Conveyance" means any conveyance, transfer, lease or sublease described in or contemplated by the Transaction Agreement.

"Indebtedness" means, as to any Person at any date of determination, any obligation of such Person to the extent that such obligation should be reflected in "Short Term Debt" or "Long Term Debt" on the consolidated balance sheet or statement of financial position of such Person at such date in accordance with generally accepted accounting principles, other than all such obligations in existence immediately after giving effect to the Excluded Conveyances, and to renewals, refinancings and extensions thereof that do not increase the principal amount thereof.

"LLC" means each of New York Central Lines LLC, a Delaware limited liability company, Pennsylvania Lines LLC, a Delaware limited liability company, and any successor to either thereof.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency, instrumentality or political subdivision thereof.

"Transaction Agreement" means the transaction agreement dated as of June 10, 1997 among the Lessee, Conrail, Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC, as the same may be amended, modified or supplemented from time to time."

Section 2.2 Immediately before the first word in subsection (d) of Section 13 of the Lease Agreement, the following shall be inserted:

"Except for any conveyance, transfer or lease of all or substantially all of the assets of the Lessee to one or more affiliates of the Lessee expressly provided for pursuant to the Transaction Agreement (excluding, however, any such conveyance, transfer or lease in connection with a restructuring of Lessee pursuant to Section 8.9 of the Transaction Agreement),"

Section 2.3 The first paragraph of subsection (d) of Section 20 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor:

"(d) Lessee may not, by operation of law or otherwise assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest herein, or sublet any of the Units, for more than six (6) months, without Lessor's prior written consent, provided, however, that no consent shall be required for an

assignment or sublease to an affiliate of Lessee or for a sublease to an entity which is a Class I Railroad, but further provided that no such assignment or sublease shall relieve Lessee of its obligations under this Lease. Lessee's right to sublease any Unit pursuant to this Section 20(d) is subject to the satisfaction of the following conditions: (i) the sublessee shall not be subject to any bankruptcy, insolvency or similar proceedings immediately prior to such sublease; (ii) Lessee will not, and will not permit any sublessee (including any LLC that is a sublessee) to, sublease any Units unless the agreement governing such sublease expressly provides that

(a) any sublease, and the rights and interest of any sublessee thereunder, shall be (and the sublease shall expressly state in principle that it is) in all events subject, junior and subordinate to this Lease and the rights and interests of Lessor and its respective successors and assigns hereunder, including, without limitation, the right of Lessor to repossess such Unit and, in connection with such repossession, to avoid such sublease, (b) Lessee shall remain primarily and directly liable for the performance of its obligations hereunder and such sublease shall in no way discharge or diminish any of Lessee's obligations under any Operative Document, for which obligations Lessee shall be and remain primarily liable as principal and not as surety, (c) sublessee shall comply with this Section 20(d) and such sublease by its terms shall require that the sublessee comply with this Section 20(d), and (d) upon a default by Lessee under the Lease, the sublessee under such sublease shall surrender possession of the Units in accordance with the provisions of the Lease; (iii) any sublease shall not be for a term which extends beyond the Term and any exercised renewal term; (iv) such sublease shall prohibit further subleasing by the sublessee, except any further subleasing to an affiliate of the Lessee;

(v) notwithstanding any sublease, Lessor will continue to be entitled to the benefits of 11 U.S.C. § 1168 against Lessee with respect to the Units so subleased, and Lessee will not, and will not permit any of its LLCs to, sublease any Units if such sublease would have an adverse effect on the benefits available to Lessor under the Lease pursuant to 11 U.S.C. § 1168; and (vi) Lessee will not permit any LLC to sublease any Units to any affiliate of the Lessee unless prior thereto, such affiliate shall assign and create a security interest in and to such sublease to and for the benefit of Lessee to secure all amounts payable by such LLC to Lessee under the sublease of such Unit from Lessee to such LLC. No sublease shall permit the sublessee thereunder to take any action inconsistent with the terms of this Lease or any other Operative Document."

Section 2.4 Section 20 of the Lease Agreement is hereby amended by adding thereto the following:

"(e) The Lessee will not permit any LLC (or, with respect to clause (ii), any permitted sublessee of any LLC) (i) to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the

payment of, contingently or otherwise, any Indebtedness, or (ii) to grant a mortgage, pledge, lien or security interest on, of or in any sublease of any of the Units by any LLC or any permitted sublessee, as the case may be, other than to the Lessee.

(f) The Lessee will not, and will not permit any affiliate to, agree to any amendment to the Transaction Agreement (or to any other agreement contemplated by or entered into pursuant to the Transaction Agreement) that would (i) reduce the total amounts payable by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, and Norfolk Southern Railway Company to all members of the Conrail Group in the aggregate under the Transaction Agreement (and all agreements contemplated thereby or entered into pursuant thereto) to a level, in respect of any period, which is insufficient to service the Lessee's outstanding debt and rental obligations in respect of such period, taking into account cash available to members of the Conrail Group from all other sources to service such obligations, or (ii) materially modify the intended leasing and subleasing structure set forth in Section 2.6(e) of the Transaction Agreement (as such section is in effect on the date hereof).

(g) Lessee agrees that neither it nor any affiliate of Lessee will agree to or permit any restructuring of Lessee pursuant to Section 8.9 of the Transaction Agreement without the prior written consent of Lessor (such consent not to be unreasonably withheld)."

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.

Section 8. Effectiveness. This Amendment Agreement is dated the date first set forth above for convenience of reference, but shall be effective when executed and delivered and upon satisfaction of the following conditions:

(a) Lessor shall have received an incumbency certificate of Lessee and such other documents authorizing the corporate actions of Lessee contemplated by this Amendment Agreement; and

(b) Lessor shall have received such corporate, enforceability and no conflict opinions concerning the Transaction Agreement and this Amendment Agreement as Lessor shall reasonably request.

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.

GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION

By: Mark C. Deritis
Name: MARK C. DERITIS
Title: V.P.

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden
Name: THOMAS J. MCFADDEN
Title: TREASURER

STATE OF WASHINGTON :)
) SS.:
COUNTY OF KING :)

On this, the 29th day of January, 1999, before me, a notary public, personally appeared MARK C. DERITIS, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ is the VICE PRESIDENT of GE CAPITAL BUSINESS ASSET FUNDING CORP, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on January 29, 1999 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.

LE ANN E. FIELDS
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-08-00

[Notarial Seal]

Sworn to before me this
29th day of January, 1999.

Le Ann E. Fields
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

STATE OF Pennsylvania :)
) SS.:
COUNTY OF Philadelphia :)

On this, the 2nd day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 2, 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
2nd day of October, 1998.

[Notarial Seal]

Suzanne J. Rossomando
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

NOTARIAL SEAL
Suzanne J. Rossomando, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 28, 1999