

*Counterparts - [Signature]*

RECORDATION NO 20204-C FILED  
JAN 21 '99 1-50 PM

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

OF COUNSEL  
URBAN A. LESTER

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 20204.

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

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

Lessor. Pitney Bowes Credit Corporation  
27 Waterview Drive  
Shelton, CT 06484

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  
Page 2

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 black ink, appearing to read "Robert W. Alvord", written in a cursive style.

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 1/21/99 at 1:50 PM, and  
assigned recordation numbers (s). 15849-B, 17490-F, 19113-C, 20204-C and 21762-E.

Sincerely Yours,



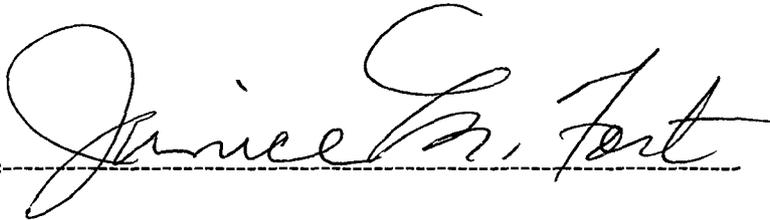
Vernon A. Williams

Enclosure(s) (5)

130.00

\$\_\_\_\_\_ 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-----



[N2196]

RECORDATION NO. 20204 FILED

JAN 21 '99

1-50 PM

## AMENDMENT AGREEMENT

**THIS AMENDMENT AGREEMENT**, dated as of July 1, 1998 (the "Amendment Agreement"), is made by and between PITNEY BOWES CREDIT 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 Equipment Lease Agreement, dated as of July 31, 1996, as supplemented and amended 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. Capitalized terms used herein but not defined in the Lease Agreement have the following meanings:

"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, Pennsylvania Lines LLC, 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.**     Amendments to Lease Agreement.

**Section 2.1**     Section 21(d) 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 twelve (12) months, without Lessor’s prior written consent, which consent shall not be unreasonably withheld, provided, however, that no consent shall be required for an assignment or sublease to an affiliate of Lessee but further provided that no such assignment or sublease shall relieve Lessee of its obligations under this Lease. Lessee agrees that: (i) Any such sublease shall be in compliance with all applicable laws, rules and regulations; (ii) all of Lessee’s liabilities, duties, and obligations under the Lease shall remain in full force and effect and will continue to be and constitute primary liabilities, duties and obligations of Lessee; (iii) the Lessee will not, and will not permit any of the LLCs to, sublease any of the Units unless the agreement governing such sublease expressly provides that (a) the sublease of such Units and the rights of the sublessee thereunder shall be junior and subordinate to the terms of this Lease and all rights and remedies of the Lessor thereunder, and (b) upon a default by the Lessee under this Lease, the sublessee under such sublease shall surrender possession of such Units in accordance with the provisions of this Lease; (iv) the sublease shall not extend beyond the term of this Lease and the sublessee shall not be permitted to further sublease the Equipment, except to CSX Transportation, Inc. and Norfolk Southern Railway Company in accordance with the provisions of this Section 21(d); (v) the sublessee shall not be delinquent in the payment of any income, personal property, use or other taxes and shall not be involved as a defendant in any material litigation which, if adversely determined, could jeopardize the Units or Lessor’s interest therein; (vi) no sublease shall result in a change in the tax treatment of this Lease; (vii) the Lessee will not permit any LLC to sublease any of the Units to CSX Transportation, Inc. or Norfolk Southern Railway Company unless prior thereto, such LLC shall assign and create a security interest in and to such sublease to and for the benefit of the Lessee to secure all amounts payable by such LLC to the Lessee under the sublease of such Unit from the Lessee to such LLC; (viii) the Lessee will not, and will not permit any of its LLC to, sublease any of the Units if such sublease would have a material adverse effect on the benefits available

to the Lessor which result from this Lease pursuant to 11 U.S.C. § 1168; and (ix) the Lessee will notify the Lessor and furnish copies to the Lessor of any sublease executed by the Lessee or any of the LLCs. Such sublease shall in no way discharge or diminish any of the Lessee's obligations under this Lease, for which obligations the Lessee shall be and remain primarily liable as principal and not as surety."

**Section 2.2** The Lease Agreement is hereby amended by adding the following:

**"23. Limitation upon LLC Indebtedness and Liens.** The Lessee will not permit any LLC 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 to grant a mortgage, pledge, lien or security interest on, of or in any sublease of any of the Units by any LLC other than to the Lessee.

**24. Amendments to Other Agreements.** The Lessee will not, and will not permit any of the LLCs 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 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."

**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 Commonwealth of Pennsylvania.

**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.

PITNEY BOWES CREDIT CORPORATION

By:   
Name: **MICHAEL J. F. H.**  
Title: **Vice President and Senior Credit Officer**

CONSOLIDATED RAIL CORPORATION

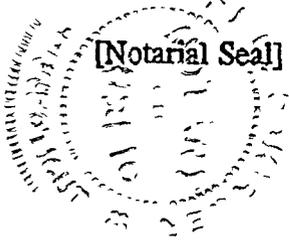
By: \_\_\_\_\_  
Name:  
Title.

STATE OF Connecticut : )  
 )  
COUNTY OF Fairfield : )

SS.: Shelton

On this, the 13th day of November, 1998, before me, a notary public, personally appeared Michael J. Leyh, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President and Senior Credit Officer of Pitney Bowes Credit Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on November 13,, 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  
13th day of November, 1998.



Kari M. Schirmer  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON December 31, 1999

**KARI M. SCHIRMER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 1999

**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.

PITNEY BOWES CREDIT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

CONSOLIDATED RAIL CORPORATION

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

STATE OF Pennsylvania )  
COUNTY OF Philadelphia )

SS.:

On this, the 7<sup>th</sup> 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 7, 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  
7<sup>th</sup> 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

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