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16686-A
document to file

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INTERSTATE COMMERCE COMMISSION

DOCUMENTS FOR
RECORDATION

October 13, 1992

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation with the Interstate Commerce Commission pursuant to Section 11303 of Title 49 of the U.S. Code, and regulations promulgated thereunder, are four original counterparts of Amendment No. 1, a secondary document, dated August 31, 1992, with respect to liens, claims and other encumbrances on equipment granted pursuant to a Guarantee Agreement, dated January 21, 1991, entered into pursuant to a Chattel Mortgage and Security Agreement, a primary document, dated as of December 1, 1989, filed with the Commission on December 28, 1989 and assigned Recordation Number 16686.

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

Secured Party:

Sun Life Assurance Company
of Canada (U.S.)
One Sun Life Executive Park
Wellesley, MA 02181

Debtors:

Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 19103-2959

Monongahela Railway Corporation
53 Market Street
Union Station Building
Brownsville, PA 15417

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MOTOR

Amie P. Kullme
Secretary

HARKINS CUNNINGHAM

The equipment affected by the Amendment consists of various railroad cars specifically described in Schedule A attached to the Amendment.

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

Amendment No. 1, dated August 31, 1992, to a Guarantee Agreement, dated January 21, 1991, entered into pursuant to a Chattel Mortgage and Security Agreement, dated as of December 1, 1989, with Recordation Number 16686, covering various railroad cars specifically described in Schedule A attached to the Amendment.

A fee of \$16.00 is enclosed. Please stamp and return the three copies not needed by the Commission for recordation to the undersigned.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'A. Carl Kaseman, III', with a horizontal line extending to the right.

A. Carl Kaseman, III
Counsel for Consolidated Rail
Corporation

RECORDATION NO. 16686-A

OCT 13 1992 10 25 AM

STATE COMMERCE COMMISSION

**AMENDMENT NO. 1
TO THE AGREEMENT DATED JANUARY 21, 1991
BY AND AMONG CONSOLIDATED RAIL CORPORATION,
THE MONONGAHELA RAILWAY COMPANY AND
SUN LIFE ASSURANCE COMPANY OF CANADA**

Amendment No. 1 dated as of August 31, 1992 by and among Consolidated Rail Corporation, a Pennsylvania corporation (hereinafter "Conrail"); The Monongahela Railway Company, a Pennsylvania and West Virginia corporation (hereinafter "Monongahela") and Sun Life Assurance Company of Canada (U.S.), a Delaware corporation (hereinafter "Sun Life").

WHEREAS, Conrail, Monongahela and Sun Life entered into an agreement dated as of January 21, 1991 (the "Guarantee Agreement"), whereby Conrail, after having acquired all of the issued and outstanding stock of the Monongahela, agreed to guarantee payment of Monongahela's note obligation to Sun Life established under a Chattel Mortgage and Security Agreement dated December 1, 1989 between Monongahela and Sun Life (the "Finance Agreement"); and

WHEREAS, Conrail, anticipating the pending merger of the Monongahela with Conrail, now desires to renumber the locomotives and to make certain mechanical modifications to the units; and

WHEREAS, accordingly Conrail, Monongahela and Sun Life desire that the Guarantee Agreement be amended as hereinafter set forth:

NOW THEREFORE, in consideration of the mutual covenants and premises and intending to be legally bound, the parties hereby agree as follows:

- (1) **Term.** This Amendment shall commence as of the date hereof and shall remain in full force and effect until the termination of the Guarantee Agreement.
- (2) **Accessions and Improvements.** All improvements and modifications made by Conrail and/or the Monongahela to the locomotives covered under the Guarantee Agreement will be subject to the terms of, and made in compliance with, Section 3.5 of the Finance Agreement.
- (3) **Equipment Identification and Marking.** The locomotives will receive new identification numbers as indicated on the attached Schedule A in accordance with Section 3.6 of the Finance Agreement.
- (4) All other terms and conditions of the Finance and Guarantee Agreements shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to the Guarantee Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first written above.

CONSOLIDATED RAIL CORPORATION

BY: Thomas J. Braw

ITS: Director - Financing

THE MONONGAHELA RAILWAY COMPANY

BY: Allen Seid

ITS: President

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

BY: L. Brock Thomson

ITS: L. BROCK THOMSON
TREASURER