

RECORDATION NO. 17490-F FILED

JAN 21 '99

1-50PM

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

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

20006-2973

OF COUNSEL  
URBAN A. LESTER

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

*Country Partners - J. Bertman*

January 21, 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 August 25, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Commission/Board under Recordation Number 17490.

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

- Company : Consolidated Rail Corporation  
2001 Market Street  
Philadelphia, Pennsylvania 19101
- Owner Participant : AT&T Capital Holdings International, Inc.  
44 Whippany Road  
Morristown, New Jersey 07962
- Owner Trustee : First Union Trust Company  
One Rodney Square  
Wilmington, Delaware 19801

The transaction does not involve any new or additional equipment

Vernon A. Williams  
January 21, 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 black ink, appearing to read "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 1/21/99 at 1:50 PM, and  
assigned recordation numbers (s): 15849-B, 17490-F, 19113-C, 20204-C and 21762-E.

Sincerely Yours,



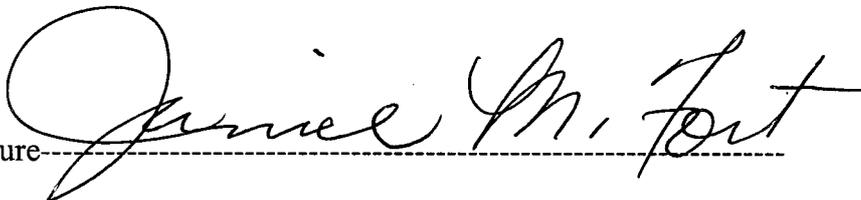
Vernon A. Williams

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



AMENDMENT AGREEMENT

RECORDATION NO. 17490-F FILED

in respect of

JAN 21 '99

1-50PM

1991 Equipment Trust Certificates, Series A

AMENDMENT AGREEMENT (this "Amendment Agreement") dated as of August 25, 1998 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), AT&T CAPITAL HOLDINGS INTERNATIONAL, INC., a Delaware corporation (the "Owner Participant"), and FIRST UNION TRUST COMPANY, a Delaware corporation (successor in interest to Meridian Trust Company), not in its individual capacity but solely as owner trustee under the trust agreement referred to below (the "Owner Trustee").

RECITALS

WHEREAS, the Company, the Owner Participant, the Owner Trustee and WILMINGTON TRUST COMPANY, a Delaware banking company, not in its individual capacity but solely as equipment trust trustee under the equipment trust agreement referred to below, have entered into Participation Agreement dated as of August 1, 1991 (the "Participation Agreement"), under which the 1991 Equipment Trust Certificates, Series A, of the Company (the "Certificates") were issued;

WHEREAS, the Owner Participant and the Owner Trustee have entered into Trust Agreement dated as of August 1, 1991 (the "Trust Agreement");

WHEREAS, the Owner Trustee as lessor and the Company as lessee have entered into Lease Agreement dated as of August 1, 1991 as supplemented and amended by a Lease and Equipment Trust Agreement Supplement No. 1 dated August 21, 1991 (such Lease Agreement, as so supplemented and amended, being hereinafter referred to as the "Lease Agreement");

WHEREAS, the Owner Trustee and the Equipment Trust Trustee have entered into Equipment Trust Agreement dated as of August 1, 1991 as supplemented and amended by a Lease and Equipment Trust Agreement Supplement No. 1 dated August 21, 1991 (such Equipment Trust Agreement, as so supplemented and amended, being hereinafter referred to as the "Equipment Trust Agreement"); and

WHEREAS, the Owner Trustee (at the direction and with the consent of the Owner Participant) and the Company wish to amend the Lease Agreement and the Participation Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I  
AMENDMENTS

SECTION 1.1. Section 7(b) of the Lease Agreement is hereby amended to read as follows:

"(b) Operation. Each Item of Equipment will be used in the general operation of Lessee's or any sublessee's freight rail business on Lessee's or any sublessee's railroad system, on railroad lines over which Lessee or any sublessee has trackage rights and on railroad lines of other railroads predominantly in the United States and Canada in the usual interchange of traffic or in through or run-through service; provided, however, that Lessee or any sublessee (i) will use each Item of Equipment only in the manner for which it was designed and intended and (ii) will not use or operate any such Item of Equipment in any manner contrary to Applicable Law."

SECTION 1.2. Section 7(c) of the Lease Agreement is hereby amended to read as follows:

"(c) Possession. Except as otherwise permitted by Section 7(b) or herein in this Section 7(c), Lessee will not, without the prior written consent of Lessor, sublease or otherwise in any manner deliver, transfer or relinquish possession of any Item of Equipment; provided that, so long as no Event of Default or Potential Default shall have occurred and be continuing, Lessee may, without the prior written consent of Lessor, sublease any Item of Equipment to any entity which is incorporated or organized in the United States of America (or any State thereof or the District of Columbia) or Canada, for use upon lines of railroad owned or operated by Lessee or such entity or by a railroad company wherever incorporated or organized or over which Lessee, such entity, or such railroad company has trackage rights or rights for operation of its trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only upon and subject and subordinate to all the terms and conditions of this Lease and the Lien of the Equipment Trust Agreement and only for a term which shall not extend beyond the Term of this Lease; provided, however, that Lessor's consent, which shall not be unreasonably withheld, must be obtained for any sublease (other than any sublease to an Affiliate) that is for a term longer than 12 months; and provided further that such sublease shall by its terms require that the sublessee comply with Section 7(b). No such sublease shall relieve Lessee of its obligations under any

Operative Document, which shall be and remain those of a principal and not a surety.”

## ARTICLE II

### MISCELLANEOUS

SECTION 2.1. Capitalized terms used herein without definition have the meanings specified therefor in Appendix A to the Lease Agreement.

SECTION 2.2. Except as amended hereby, the Operative Documents are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect; provided that no such term, provision or condition shall be read or interpreted so as to conflict with or prohibit the making of any conveyance, transfer, lease or sublease described in or contemplated by the transaction agreement dated as of June 10, 1997 among the Company, 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 2.3. If any provision of this Amendment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.4. This Amendment Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 2.5. The Owner Participant hereby authorizes and directs the Owner Trustee to execute and deliver this Amendment Agreement pursuant to the terms of the Trust Agreement.

SECTION 2.6. This Amendment Agreement shall not be effective against the Owner Trustee unless and until executed by the Owner Participant.

SECTION 2.7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

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

AT&T CAPITAL HOLDINGS  
INTERNATIONAL, INC.

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

FIRST UNION TRUST COMPANY,  
not in its individual capacity but solely  
as Owner Trustee

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

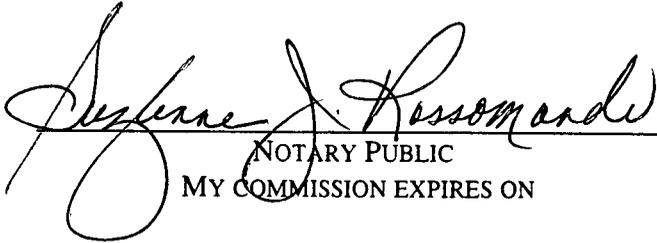
STATE OF Pennsylvania : )  
 )  
COUNTY OF Philadelphia : )

SS.:

On this, the 12th 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 12, 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  
12th day of October, 1998.

[Notarial Seal]

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

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

AT&T CAPITAL HOLDINGS  
INTERNATIONAL, INC.

By Graham W. Ackerman  
Name: Graham W. Ackerman  
Title: Treasury Manager

FIRST UNION TRUST COMPANY,  
not in its individual capacity but solely  
as Owner Trustee

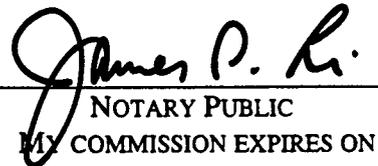
By \_\_\_\_\_  
Name:  
Title:

STATE OF New Jersey : )  
 )  
COUNTY OF Somerset : )      SS.:

On this, the 25 day of November, 1998, before me, a notary public, personally appeared Graham W. Ackerman, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasury Manager of AT&T Capital Holdings International, Inc., one of the parties described in and which executed the foregoing instrument; that said instrument was executed on November 25, 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  
25 day of November, 1998.

[Notarial Seal]

  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

**JAMES P. LI**  
Notary Public  
State of New Jersey  
My Comm. Expires July 2, 2003

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

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

AT&T CAPITAL HOLDINGS  
INTERNATIONAL, INC.

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

FIRST UNION TRUST COMPANY,  
not in its individual capacity but solely  
as Owner Trustee

By  \_\_\_\_\_  
Name:  
Title: **STEPHEN J. KABA**  
VICE PRESIDENT

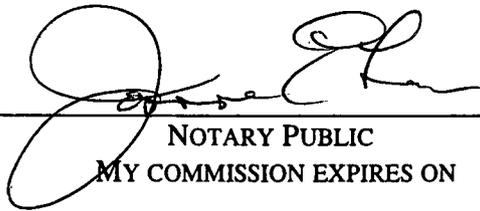
STATE OF Delaware : )  
 )  
COUNTY OF New Castle : ) SS.:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, a notary public, personally appeared STEPHEN J. KABA, to me known, who, being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of First Union Trust Company, National Association, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 6, 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  
6th day of August, 1998.



[Notarial Seal]

  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

My Commission Expires May 14, 1999

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