

RECORDATION NO. 18414-H FILED

FEB 10 '99

1-45 PM

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

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 August 25, 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 18414.

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

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

Lessor: First Union Trust Company (successor in interest to  
Meridian Trust Company)  
One Rodney Square  
Wilmington, DE 19801

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

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

February 9, 1999

*Country Club - 9/2/98*

Mr. Vernon A. Williams  
February 9, 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,



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,

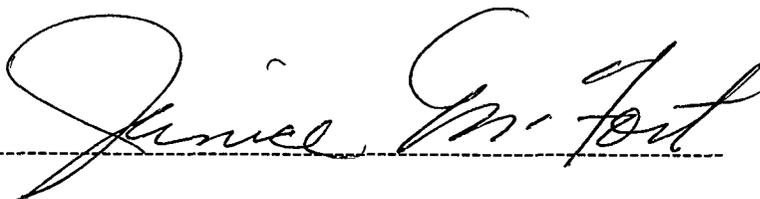
  
Vernon A. Williams

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.

FILED

18414-A

FEB 10 '99

1-45 PM

AMENDMENT AGREEMENT

in respect of

1993 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"), METLIFE CAPITAL, LIMITED PARTNERSHIP, a Delaware limited partnership (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 September 15, 1993 (the "Participation Agreement"), under which the 1993 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 September 15, 1993 (the "Trust Agreement");

WHEREAS, the Owner Trustee as lessor and the Company as lessee have entered into Lease Agreement dated as of September 15, 1993 as supplemented and amended by a Lease and Equipment Trust Agreement Supplement No. 1 dated September 28, 1993 (such Lease Agreement, as so supplemented and amended, 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 September 15, 1993 as supplemented and amended by an Equipment Trust Agreement Supplement No. 1 dated as of September 15, 1993 and a Lease and Equipment Trust Agreement Supplement No. 1 dated September 28, 1993 (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. Appendix A to the Lease Agreement is hereby amended by adding thereto the following defined terms:

“Conrail Group” means the Lessee and the LLCs.

“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.

“Transaction Agreement” means 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 1.2. 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, if permitted under Section 7(c), 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 1.3. 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 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 incorporated or organized in the United States or Canada 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 any such sublease shall be 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 applicable to such Item of Equipment; provided, however, that: (i) any such sublease shall by its terms require that the sublessee comply with Section 7(b) and such sublease by its terms shall require that the sublessee comply with this Section 7(b); (ii) Lessee will notify Lessor, and furnish copies, of any sublease having a term in excess of one year; (iii) Lessee will not, and will not permit any sublessee (including any LLC that is a sublessee) to, sublease any Item of Equipment unless the agreement governing such sublease expressly provides that (a) the sublease of such Item of Equipment thereunder shall be (and the sublease shall expressly state in principle that it is) junior and subordinate to the Lease and the Lien of the Equipment Trust Agreement, and (b) upon a default by Lessee under the Lease, the sublessee under such sublease shall surrender possession of the Item of Equipment in accordance with the provisions of the Lease; (iv) Lessee will not permit any LLC to sublease any Item of Equipment 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 Item of Equipment from Lessee to such LLC; and (v) Lessee will not, and will not permit any of its LLCs to, sublease any Item of Equipment if such sublease would have an adverse effect on the benefits available to Lessor under the Lease pursuant to 11 U.S.C. § 1168. 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.

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 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).

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

## 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.

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.

SECTION 2.8. 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 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

METLIFE CAPITAL, LIMITED PARTNERSHIP

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

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

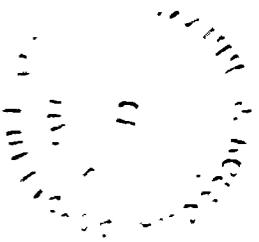
By \_\_\_\_\_  
Name  
Title

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

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]



*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

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:

METLIFE CAPITAL, LIMITED PARTNERSHIP

By Metropolitan Asset Management Corporation,  
as General Partner

By  \_\_\_\_\_  
Name: GEORGE BELL  
Title: VICE PRESIDENT

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

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

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

On this, the 29 day of January, 1999, before me, a notary public, personally appeared George Bell, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of MetLife, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on Jan. 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.

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



Ethel Jeanne Guyaly  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON  
Nov. 11, 2001

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

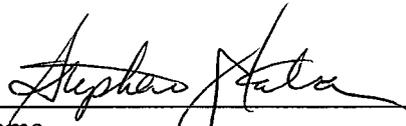
CONSOLIDATED RAIL CORPORATION

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

METLIFE CAPITAL, LIMITED PARTNERSHIP

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  
6 day of August, 1998.

[Notarial Seal]



NOTARY PUBLIC

MY COMMISSION EXPIRES ON

NOTARY PUBLIC, STATE OF DELAWARE  
My Commission Expires November 21, 1999  
RITA MARIE RITROVATO LAWLESS