

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

(202) 393-2266

FAX (202) 393-2156

RECORDATION NO. 14098-F FILED

FEB 10 '99

1-45 PM

OF COUNSEL
URBAN A. LESTER

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 3, 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 14098.

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

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

Lessor: U.S. Trust Company of New York
114 West 47th Street
New York, NY 10036

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

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

Counterpart - [Signature]

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,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

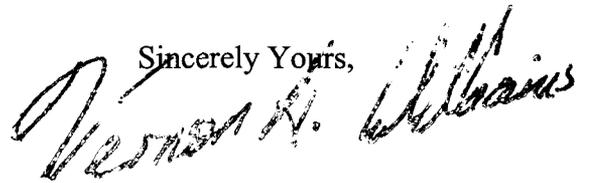
OFFICE OF THE SECRETARY

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 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,



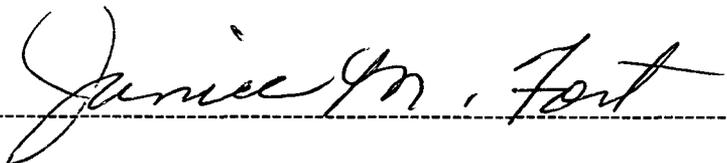
Vernon A. Williams

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. 14098-F FILED

[L566]

FEB 10 1999

1-45 PM

AMENDMENT AGREEMENT

in respect of

Lease of Railroad Equipment

AMENDMENT AGREEMENT (this "Amendment Agreement") dated as of August 3, 1998 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (formerly known as General Electric Credit Corporation) (the "Owner"), GENERAL ELECTRIC COMPANY, a New York corporation (the "Guarantor"), UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity but solely as trustee under the trust agreement referred to below (the "Lessor" or "Trustee"), THE BANK OF NEW YORK, a New York corporation (successor in interest to Mercantile-Safe Deposit and Trust Company) (the "Agent"), and THE HOLDERS NAMED IN SCHEDULE A HERETO (together with their successors and assigns, the "Investors").

RECITALS

WHEREAS, the Lessee, the Agent, the Lessor, the Owner, the Guarantor, and the Investors have entered into the Participation Agreement dated as of May 1, 1983, as supplemented and amended from time to time (the "Participation Agreement");

WHEREAS, the Lessor, as vendee (the "Vendee") and the Guarantor, as builder (the "Builder") have entered into the Conditional Sale Agreement dated as of May 1, 1983 (the "Conditional Sale Agreement");

WHEREAS, the Lessor and Lessee have entered into the Lease of Railroad Equipment dated as of May 1, 1983 (the "Lease Agreement");

WHEREAS, the Lessor and the Vendor have entered into the Assignment of Lease and Agreement dated as of May 1, 1983 (the "Lease Assignment");

WHEREAS, the Lessee has signed and the Agent has accepted the Consent and Agreement dated June 15, 1980 (the "Consent");

WHEREAS, the Agent and the Builder have entered into the Agreement and Assignment dated as of May 1, 1983 (the "Agreement and Assignment");

WHEREAS, the Owner and the Trustee have entered into the Trust Agreement dated as of May 1, 1983 (the "Trust Agreement"); and

WHEREAS, the Guarantor has signed and the Agent has accepted the Guarantee Agreement dated as of May 1, 1983 (the "Guarantee 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. 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 New York Central Lines LLC or Pennsylvania Lines LLC, or 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 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. The second paragraph of Section 12 of the Lease Agreement is hereby amended to read as follows:

“So long as (i) no Event of Default exists hereunder, (ii) the Lessee is complying with the provisions of the Consent and (iii) the Vendor is entitled to apply the Payments (as defined in the Lease Assignment) in accordance with the Lease Assignment, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and, without the prior written consent of the Lessor and the Vendor, the Lessee may sublease the Units to, or permit their use by, a user incorporated or organized in the United States of America (or any State thereof or the District of Columbia), upon lines of railroad owned or operated by the Lessee or such user or by a railroad company or companies incorporated or organized in the United States of America (or any State thereof or the District of Columbia), or over which the Lessee, such user, or such railroad company or companies have trackage rights or rights for operation of their 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 to all the terms and conditions of this Lease; provided, however, that (i) except for any sublease to any company directly or indirectly controlling, controlled by, or under common control with the Lessee, the Vendor’s and the Lessor’s consent, not to be unreasonably withheld, must be obtained for any sublease that is for a term longer than six months; (ii) the Lessee shall not sublease or permit the sublease or use of any Unit to service involving operation or maintenance outside the United States of America except that occasional service in Canada shall be permitted so long as such service in Canada does not involve regular operation and maintenance outside the United States of America; (iii) any such sublease or use shall be consistent with the provisions of § 16 hereof; (iv) Lessee will not, and will not permit any of the LLCs to, sublease any Unit unless the agreement governing such sublease expressly provides that (a) the sublease of such Unit thereunder shall be junior and subordinate to the Lease, and (b) upon a default by Lessee under the Lease, the sublessee under such sublease shall surrender possession of the Unit in accordance with the provisions of the Lease; and (v) Lessee will not permit any LLC to sublease any Unit 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. No such assignment or sublease shall relieve the Lessee of its obligations hereunder or under the other Documents (as defined in the Participation Agreement) which shall be and remain those of a principal and not a surety.”

SECTION 1.3. Section 12 of the Lease Agreement is hereby amended by adding thereto the following paragraph:

“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.”

SECTION 1.4. The Lease Agreement is hereby amended by adding the following:

“§ 23. Amendments to 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.”

ARTICLE II

MISCELLANEOUS

SECTION 2.1. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement.

SECTION 2.2. Except as amended hereby, the Documents (as defined in Section 1 of the Participation Agreement) 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 Commonwealth of Pennsylvania.

SECTION 2.5. Pursuant to Section 8.01 of the Trust Agreement, with the consent of the Guarantor, the Owner hereby authorizes and directs the Trustee to execute and deliver this Amendment Agreement.

SECTION 2.6. Pursuant to Section 3 of the Participation Agreement, this Amendment Agreement shall not be effective against the Agent unless and until executed by Investors holding a majority in principal amount of CSA Indebtedness (as defined in the Conditional Sale Agreement).

SECTION 2.7. This Amendment Agreement shall be effective only upon the execution hereof by all of the parties hereto.

SECTION 2.8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together 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.

SCHEDULE A

KENTUCKY RETIREMENT SYSTEMS

LUTHERAN BROTHERHOOD

THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY

JEFFERSON-PILOT LIFE INSURANCE COMPANY

WHITING & CO.

ROYAL INSURANCE COMPANY OF AMERICA

ATWELL & CO.

BOST & CO.

HARE & CO.

NLA & CO.

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

GENERAL ELECTRIC CAPITAL CORPORATION
(f/k/a General Electric Credit Corporation)

By: _____
Name:
Title:

GENERAL ELECTRIC COMPANY

By: _____
Name:
Title:

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: _____
Name:
Title:

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

SS.:

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]

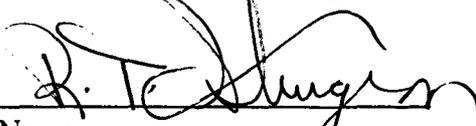
Suzanne J. Rossomando
NOTARY PUBLIC
MY COMMISSION EXPIRES ON
NOTARIAL SEAL
Suzanne J. Rossomando, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 28, 1999

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:

GENERAL ELECTRIC CAPITAL CORPORATION
(f/k/a General Electric Credit Corporation)

By: 
Name: R. T. Sturgeon
Title: Manager-Operations

GENERAL ELECTRIC COMPANY

By: _____
Name:
Title:

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: _____
Name:
Title:

STATE OF Conn. :)

SS.:

COUNTY OF Fairfield :)

On this, the 12th day of October, 1998, before me, a notary public, personally appeared Richard T. Sturgeon, to me known, who, being by me duly sworn, did depose and say that he/she is the Manager-Operations of General Electric Capital 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]

Margaret M. Fraioli
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

MARGARET M. FRAIOLI
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2000

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:

GENERAL ELECTRIC CREDIT CORPORATION

By: _____
Name:
Title:

GENERAL ELECTRIC COMPANY

By: S. F. Angel
Name: S. F. Angel
Title: General Manager

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: _____
Name:
Title:

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

On this, the 7th day of August, 1998, before me, a notary public, personally appeared S. F. Angel, to me known, who, being by me duly sworn, did depose and say that he/she is the General Manager of GE Transportation Systems, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 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
7th day of August, 1998.

[Notarial Seal]



NOTARY PUBLIC
MY COMMISSION EXPIRES ON

Notarial Seal Carol A. Wahlen, Notary Public Erie, Erie County My Commission Expires Dec. 12, 1998 Member, Pennsylvania Association of Notaries

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

GENERAL ELECTRIC CAPITAL CORPORATION
(f/k/a General Electric Credit Corporation)

By: _____
Name:
Title:

GENERAL ELECTRIC COMPANY

By: _____
Name:
Title:

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely
as Trustee

By: John Giuliano
Name: JOHN GIULIANO
Title: VICE PRESIDENT

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

By: _____
Name:
Title:

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:

GENERAL ELECTRIC CREDIT CORPORATION

By: _____
Name:
Title:

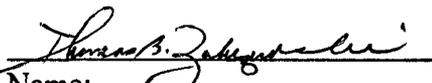
GENERAL ELECTRIC COMPANY

By: _____
Name:
Title:

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
not in its individual capacity but solely
as Agent

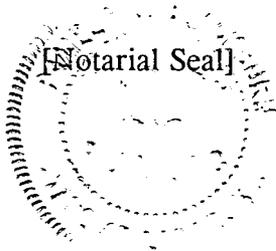
By: 
Name:
Title: THOMAS B. ZAKRZEWSKI
Assistant Vice President

<u>Principal Amount of Current Investment</u>	<u>Percentage of Total Principal Amount of Current Investment</u>	
\$702,951.18	26.123%	KENTUCKY RETIREMENT SYSTEMS By: <u>Robert S. Leggett</u> Name: Robert S. Leggett Title: Deputy Commissioner of Investments
\$702,951.19	26.123%	LUTHERAN BROTHERHOOD By: _____ Name: Title:
\$351,475.60	13.062%	THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY By: _____ Name: Title:
\$281,180.48	10.449%	JEFFERSON-PILOT LIFE INSURANCE COMPANY By: _____ Name: Title:
\$195,420.43	7.262%	WHITING & CO. By: _____ Name: Title:
\$175,737.79	6.531%	ROYAL INSURANCE COMPANY OF AMERICA By: _____ Name: Title:

STATE OF Kentucky :)
) SS.:
COUNTY OF Franklin :)

On this, the 17th day of August, 1998, before me, a notary public, personally appeared Robert S. Leggett, to me known, who, being by me duly sworn, did depose and say that he/she is the Deputy Commissioner of Investment of Kentucky Retirement Systems, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 17, 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
17th day of August, 1998.



Pamela S. Blackburn
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

<u>Principal Amount of Current Investment</u>	<u>Percentage of Total Principal Amount of Current Investment</u>	
\$702,951.18	26.123%	KENTUCKY RETIREMENT SYSTEMS By: _____ Name: Title:
\$702,951.19	26.123%	LUTHERAN BROTHERHOOD By: <u>Mark O. Swenson</u> _____  Name: MARK O. SWENSON Title: Assistant Vice President
\$351,475.60	13.062%	THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY By: _____ Name: Title:
\$281,180.48	10.449%	JEFFERSON-PILOT LIFE INSURANCE COMPANY By: _____ Name: Title:
\$195,420.43	7.262%	WHITING & CO. By: _____ Name: Title:
\$175,737.79	6.531%	ROYAL INSURANCE COMPANY OF AMERICA By: _____ Name: Title:

STATE OF MINNESOTA :)
)
) SS.:
COUNTY OF HENNEPIN :)

On this, the 11th day of September, 1998, before me, a notary public, personally appeared Mark O. Swenson, to me known, who, being by me duly sworn, did depose and say that he/she is the Assistant Vice President of LUTHERAN BROTHERHOOD, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on _____, 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
11th day of September, 1998.

[Notarial Seal]



Marlene J. Nogle

NOTARY PUBLIC
MY COMMISSION EXPIRES ON

<u>Principal Amount of Current Investment</u>	<u>Percentage of Total Principal Amount of Current Investment</u>	
\$702,951.18	26.123%	KENTUCKY RETIREMENT SYSTEMS By: _____ Name: Title:
\$702,951.19	26.123%	LUTHERAN BROTHERHOOD By: _____ Name: Title:
\$351,475.60 \$210,885.60	13.062% 7.837%	THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY ^{D.W.} By: <u>W. F. Ledwin</u> Name: W. F. Ledwin, Senior Vice President Title: By: <u>[Signature]</u> D. J. Wuebbling, Vice President
\$281,180.48	10.449%	JEFFERSON-PILOT LIFE INSURANCE COMPANY By: _____ Name: Title:
\$195,420.43	7.262%	WHITING & CO. By: _____ Name: Title:
\$175,737.79	6.531%	ROYAL INSURANCE COMPANY OF AMERICA By: _____ Name: Title:
\$140,590.00	5.225%	THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY SEPARATE ACCOUNT A ^{D.W.} By: <u>W. F. Ledwin</u> W. F. Ledwin, Senior Vice President By: <u>[Signature]</u> D. J. Wuebbling, Vice President

STATE OF OHIO)
)
COUNTY OF HAMILTON) SS.:

On this, the 8th day of October, 1998, before me, a notary public, personally appeared W. F. Ledwin, to me known, who, being by my duly sworn, did depose and say that he is the Senior Vice President of The Western and Southern Life Insurance Company and The Western and Southern Life Insurance Company Separate Account A, two of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 8, 1998 on behalf of said parties by authority of their Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said parties.

Sworn to before me this 8th day of October, 1998.

[Notarial Seal]

Kenneth J. Ryan
Notary Public

KENNETH J. RYAN
Notary Public, State of Ohio

My commission expires on: My Commission Expires May 28, 2001

STATE OF OHIO)
)
COUNTY OF HAMILTON) SS.:

On this, the 8th day of October, 1998, before me, a notary public, personally appeared D. J. Wuebbling, to me known, who, being by my duly sworn, did depose and say that he is the Vice President of The Western and Southern Life Insurance Company and The Western and Southern Life Insurance Company Separate Account A, two of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 8, 1998 on behalf of said parties by authority of their Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said parties.

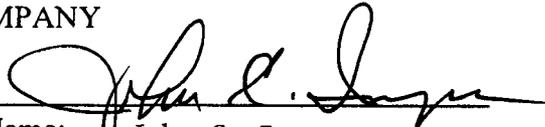
Sworn to before me this 8th day of October, 1998.

[Notarial Seal]

Dawne McKenna Parrish
Notary Public

My commission expires on: _____

DAWNE MCKENNA PARRISH, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

<u>Principal Amount of Current Investment</u>	<u>Percentage of Total Principal Amount of Current Investment</u>	
\$702,951.18	26.123%	KENTUCKY RETIREMENT SYSTEMS By: _____ Name: Title:
\$702,951.19	26.123%	LUTHERAN BROTHERHOOD By: _____ Name: Title:
\$351,475.60	13.062%	THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY By: _____ Name: Title:
\$281,180.48	10.449%	JEFFERSON-PILOT LIFE INSURANCE COMPANY By:  Name: John C. Ingram Title: Senior Vice President
\$195,420.43	7.262%	WHITING & CO. By: _____ Name: Title:
\$175,737.79	6.531%	ROYAL INSURANCE COMPANY OF AMERICA By: _____ Name: Title:

STATE OF North Carolina :)

SS.:

COUNTY OF Guilford :)

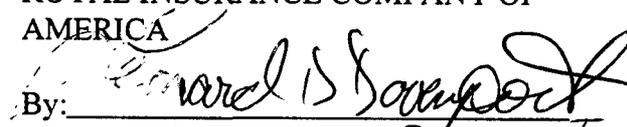
On this, the 17th day of August, 1998, before me, a notary public, personally appeared John C. Ingram, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ is the Senior Vice President of Jefferson-Pilot Life Insurance Co., one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 17, 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
17 day of August, 1998.



Jessa M. Sigmund

NOTARY PUBLIC
MY COMMISSION EXPIRES ON 3-7-2000

<u>Principal Amount of Current Investment</u>	<u>Percentage of Total Principal Amount of Current Investment</u>	
\$702,951.18	26.123%	KENTUCKY RETIREMENT SYSTEMS By: _____ Name: Title:
\$702,951.19	26.123%	LUTHERAN BROTHERHOOD By: _____ Name: Title:
\$351,475.60	13.062%	THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY By: _____ Name: Title:
\$281,180.48	10.449%	JEFFERSON-PILOT LIFE INSURANCE COMPANY By: _____ Name: Title:
\$195,420.43	7.262%	WHITING & CO. By: _____ Name: Title:
\$175,737.79	6.531%	ROYAL INSURANCE COMPANY OF AMERICA By:  Name: LEONARD D. DAVENPORT Title: VICE PRESIDENT

STATE OF NORTH CAROLINA :)
) SS.:
COUNTY OF MECKLENBERG :)

On this, the 17 day of AUGUST, 1998, before me, a notary public, personally appeared Leonard D. Davenport, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of ROYAL INSURANCE COMPANY OF AMERICA, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 17, 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
17 day of August, 1998.

[Notarial Seal]


Sally R. Phelan
NOTARY PUBLIC
MY COMMISSION EXPIRES ON
03/27/00
Sally R. Phelan