

LAW OFFICES OF
ROBERT G. SHEPHERD, JR.
SUITE 1200
1133 15TH STREET, N.W.
WASHINGTON, D.C. 20005
(202) 457-7944

ROBERT G. SHEPHERD, JR.
LOUIS E. GITOMER

FAX:
(202) 728-1196

August 28, 1991

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 9722-E FILED 1425

AUG 28 1991 -2 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed duplicate originals and two copies of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is an Assignment and Assumption Agreement, a secondary document dated August 23, 1991. The primary documents to which this is connected are recorded under Recordation Nos. 9722 and 9749. We request that this assignment be recorded under Recordation Nos. 9722-E and 9749-E.

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

American Security Bank, National Association - S
1501 Pennsylvania Avenue, NW
Washington, DC 20013

GATX Capital Corporation P
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the assignment consists of: 74 SD-40-2 diesel electric locomotives, with the following numbers: CR 8224-8255, inclusive, and CR 6441-6482, inclusive.

A fee of \$30.00 is enclosed. Please return the original to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

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

Counter party of [unclear]

Honorable Sidney L. Strickland

Assignment and Assumption Agreement, dated August 23, 1991, between American Security Bank, National Association, 1501 Pennsylvania Avenue, NW, Washington, DC 20013, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, and covering: 74 SD-40-2 diesel electric locomotives, with the following numbers: CR 8224-8255, inclusive, and CR 6441-6482, inclusive.

Very truly yours,



Louis E. Gitomer
Counsel for,
GATX Capital Corporation

Attachments

Interstate Commerce Commission

Washington, D.C. 20423

8/28/91

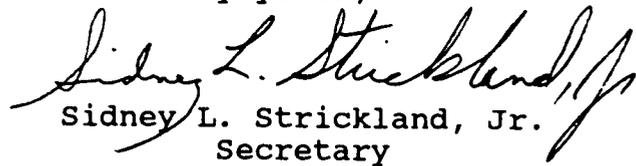
OFFICE OF THE SECRETARY

Louis E. Gitomer
Robert G. Shepherd, Jr.
Suite 1200
1133 15th Street, N. W.
Washington, D. C. 20005

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/28/91 at 2:15PM, and assigned recordation number(s). 9722-E and 9749-E.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

AUG 28 1991 -2 15 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), is dated August 23, 1991, by and between American Security Bank, National Association, a national banking association ("Seller"), and GATX Capital Corporation, a Delaware corporation ("Purchaser").

R E C I T A L S

Seller entered into that certain Amended and Restated Trust Agreement No. 1978-4 ("Trust Agreement #4"), dated as of September 1, 1978, among United States Trust Company of New York (the "Owner Trustee"), with Seller, AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, and NACA Investors Co. #9, as "Trustors". Pursuant to Trust Agreement #4, the Owner Trustee entered into a Conditional Sale Agreement (No. 1), dated September 1, 1978, between General Motors Corporation (Electro-Motive Division) (the "Builder"), which was Recorded with the Interstate Commerce Commission ("ICC") on September 29, 1978 and assigned ICC recordation number 9722. The Builder assigned its interest under the Conditional Sale Agreement to Mellon Bank, N.A. (the "Agent"), as agent for certain lenders, pursuant to an Agreement and Assignment (No. 1), which was recorded with the ICC on September 29, 1978 and assigned recordation number 9722-A. The Owner Trustee entered into a Lease of Railroad Equipment (#1), dated September 1, 1978, between Consolidated Rail Corporation (the "Lessee"), and the Owner Trustee, as Lessor, which was recorded with the ICC on September 29, 1978 and assigned ICC recordation number 9722-B. The Owner Trustee assigned the Lease to the Agent pursuant to an Assignment of Lease and Agreement (No. 1), dated September 1, 1978, between the Owner Trustee and the Agent, which was filed with the ICC on September 29, 1978 and assigned ICC recordation number 9722-C.

Contemporaneously with the foregoing, Seller entered into that certain Amended and Restated Trust Agreement No. 1978-5 ("Trust Agreement #5"), dated as of September 1, 1978, among the Owner Trustee, with Seller, AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, and NACA Investors Co. #9, as "Trustors". Pursuant to Trust Agreement #5, the Owner Trustee entered into a Conditional Sale Agreement (No.2), dated September 1, 1978, between the Builder and the Owner Trustee, which was recorded with the ICC on September 29, 1978 and assigned ICC recordation number 9749. The Builder assigned its interest under the Conditional Sale Agreement to the Agent pursuant to an Agreement and Assignment (No. 2), which was recorded with the ICC on September 29, 1978 and assigned ICC recordation number 9749-A. The Owner Trustee entered into a Lease of Railroad Equipment (No. 2), dated September 1, 1978, between the Lessee and the Owner Trustee, as Lessor, which was recorded with the ICC on September 29, 1978 and assigned ICC recordation number 9749-B. The Owner Trustee assigned the Lease to the Agent pursuant to an Assignment of Lease and Agreement (No. 2), dated September 1, 1978, between the Owner Trustee and the Agent, which was filed with the ICC on

September 29, 1978 and assigned ICC recordation number 9749-C.

Seller desires to sell and Purchaser desires to buy the beneficial interest of Seller under Trust Agreement #4 and Trust Agreement #5 and its interest in the railroad equipment beneficially owned pursuant thereto and its interest in the Lease. To effect the sale of such assets, Seller and Purchaser have entered into a Purchase Agreement, dated as of August 15, 1991 (the "Purchase Agreement").

The Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption in substantially the form hereof to effect the sale by Seller to Purchaser of all right, title and interest of Seller in and to the Lease Assets referred to below, and the assumption by Purchaser of certain of the obligations of Seller under the Lease Documents referred to below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement or by reference in the Purchase Agreement to other documents.

2. Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest in and to the Lease Assets as follows: (a) Seller's beneficial ownership interest in and to 50% of each of the Trust Estates established pursuant to the Trust Agreements, (b) the Lease Documents set forth in the attached Schedule 5.1(e), and (c) Seller's interest, as a Trustor of such trusts, in the Lease Property described on the attached Schedule 5.1(i); excluding, however, in each case, any claim, cause of action, liability or obligation in favor of Seller of any nature or description or other right to payment (other than the rights of Purchaser pursuant to Sections 3.1, 7.1(a) and 7.4 of the Purchase Agreement) accruing, arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof (such exclusions are referred to herein as "Prior Claims").

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1 OF THE PURCHASE AGREEMENT AND IN THIS SECTION 2, THE SALE OF THE LEASE ASSETS, INCLUDING THE BENEFICIAL INTEREST IN RESPECT OF THE LEASE PROPERTY, IS MADE "AS IS, WHERE IS," AND NEITHER SELLER NOR ANY OF ITS AFFILIATES SHALL BE DEEMED TO HAVE MADE, AND EACH EXPRESSLY DISCLAIMS, ANY FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SELLER ASSUMES NO RESPONSIBILITY, NOW OR HEREAFTER, AS TO THE (i)

VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF ANY LEASE PROPERTY OR AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT OR TRADEMARK OR THE LIKE OTHER THAN ANY REPRESENTATION OR WARRANTY THAT ARISES OR MAY BE DEEMED TO ARISE OUT OF ITS COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (ii) CREDITWORTHINESS OF THE LESSEE, (iii) ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO ANY LEASE PROPERTY, (iv) COLLECTIBILITY OF ANY AMOUNT UNDER ANY LEASE DOCUMENT OR THE DUE EXECUTION, LEGALITY, VALIDITY, SUFFICIENCY, ENFORCEABILITY THEREOF, OR (v) CONCLUSIONS OF LAW AS TO (AS DISTINCT FROM FACTS THAT MAY RELATE TO) THE TAX OR COMMERCIAL CHARACTERIZATION OF ANY LEASE.

PURCHASER'S DECISION TO PURCHASE AND ASSUME SELLER'S RIGHTS, OBLIGATIONS, TITLE AND INTEREST CONVEYED PURSUANT HERETO IS, AND SHALL CONTINUE TO BE, BASED UPON PURCHASER'S OWN INDEPENDENT CREDIT EVALUATION AND PURCHASER HAS NOT RELIED UPON ANY INVESTIGATION OR ANALYSIS CONDUCTED BY SELLER OR ANY OTHER ADVICE OR COMMUNICATION FROM SELLER PRIOR TO THE DATE OF THE PURCHASE AGREEMENT CONCERNING THE FINANCIAL CONDITION OF LESSEE OR ANY OTHER PARTY TO THE DOCUMENTS, THE VALUE OF THE LEASE ASSETS OR ANY COLLATERAL PROVIDED PURSUANT TO THE LEASE DOCUMENTS, OR THE TAX OR ECONOMIC BENEFITS, IF ANY WHICH PURCHASER MAY OR MAY NOT ENJOY AS A RESULT OF SUCH PURCHASE. PURCHASER FURTHER ACKNOWLEDGES THAT IT HAS REQUESTED THAT SELLER PROVIDE TO PURCHASER ALL INFORMATION CONCERNING THE TRANSACTIONS ENTERED INTO PURSUANT HERETO WHICH IS WITHIN THE POSSESSION OF, AVAILABLE TO OR KNOWN BY SELLER. TO THE BEST OF PURCHASER'S KNOWLEDGE, SELLER HAS PROVIDED ALL SUCH INFORMATION TO PURCHASER.

Seller, for itself, its successors and assigns, does hereby warrant and agree with Purchaser, its successors and assigns, that it is the lawful owner of the 50% beneficial ownership interest as a Trustor in each of the Trust Agreements.

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to each of the Lease Documents under which Seller remains liable as a Trustor or Beneficiary, whether secondarily, contingently or otherwise (all such Lease Documents, collectively, "Assumed Documents") and it hereby agrees to be bound by all of the terms of the Assumed Documents and undertakes to assume and hereby assumes, accepts liability for, and agrees that it shall satisfy, discharge, pay in full and perform all of the Assumed Obligations. Seller neither has, nor shall have, any liability or responsibility to any person for the discharge or

performance of any duty or obligation of a Trustor or Beneficiary pursuant to or in connection with the Assumed Documents occurring or arising on and after the date hereof; and Purchaser shall not be responsible to any person for the discharge or performance of any duty or obligation of Seller, as a Trustor or Beneficiary, in connection with the Assumed Documents occurring or arising prior to the date hereof.

4. Indemnity. The terms and provisions of the Purchase Agreement respecting indemnities of the parties are hereby incorporated herein by reference.

5. Further Assurances. Seller agrees to execute and deliver such further documents, and to do such further things, as Purchaser may reasonably request, and at Purchaser's expense, in order to more fully effect this Agreement and the transactions contemplated by the Purchase Agreement. Purchaser agrees to execute and deliver such further documents, and to do such further things, as Seller may reasonably request and at Seller's expense, in order to more fully effect this Agreement and the transactions contemplated hereby and by the Purchase Agreement.

6. Purchaser Representations. Purchaser represents, warrants and confirms:

(a) Purchaser, as transferee, is acquiring the entire Beneficial Interest of Seller, as Trustor, in and to the Trust Estates;

(b) Upon the execution and delivery of this Agreement, Purchaser shall: (i) be deemed a party to the Assumed Documents, including the Trust Agreements and the Participation Agreements, (ii) be bound by all of the terms of the Trust Agreements and the Participation Agreements and (iii) undertake all the obligations, arising after the date hereof, of the Seller, as a Trustor, under the Assumed Documents, including the Trust Agreements and Participation Agreements;

(c) It is an "institutional investor", as such term is defined in clause (ii) of Section 11 in each of the Trust Agreements.

(d) Purchaser is a domestic corporation with net assets in excess of \$50,000,000.

(e) It has full right, power and authority to enter into this Agreement and to perform all duties and obligations of a Trustor under the Trust Agreements and the Participation Agreements;

(f) It is acquiring the Beneficial Interests for its own account for investment and not with a view to public distribution and will not resell or otherwise dispose of any of the Beneficial Interests except in accordance with applicable federal and state securities laws.

7. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

8. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

9. Other Sale Documents. All provisions of the Purchase Agreement and the other Sale Documents shall remain in full force and effect, survive the execution and delivery of this Agreement and are not superseded or otherwise limited or modified by any of the provisions of this Agreement; and all provisions of the Purchase Agreement and the other Sale Documents that are to take effect on the Closing Date are now and shall remain effective from and after the execution and delivery of this Agreement to the same extent contemplated by the Purchase Agreement and the other Sale Documents whether or not reiterated in this Agreement.

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

SELLER:

AMERICAN SECURITY BANK,
NATIONAL ASSOCIATION

By: *Lawrence F. Camp*
Name: Lawrence F. Camp
Title: Vice President

PURCHASER:

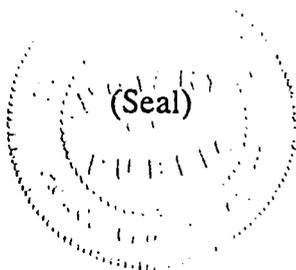
GATX CAPITAL CORPORATION

By: *Gene F. Parker*
Name: Gene F. Parker
Title: VICE PRESIDENT

STATE OF Maryland)
COUNTY OF Prince Georges)

ss:

On this ___ day of _____, 1991, before me personally appeared Lawrence J. ... to me personally known, who, being by me duly sworn, did depose and say that he is an Officer of American Security Bank, National Association, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Sever V. Hernandez
Notary Public

My Commission Expires: 7-18-94

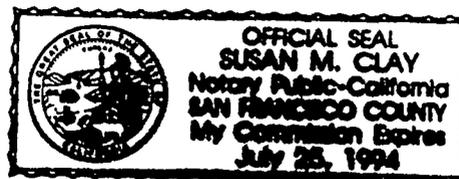
STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

ss:

On this 2nd day of Aug., 1991, before me personally appeared Gene F. Preker to me personally known, who, being by me duly sworn, says that he is a Vice President of GATX Capital Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) Susan M. Clay
Notary Public

My Commission Expires: July 25, 1994



SCHEDULE 5.1(e)

A. Purchased Contracts: Underlying Agreements

- 1) Participation Agreements No. 1 and No. 2 dated as of September 1, 1978 (Conformed copies) among Consolidated Rail Corporation (Lessee); Mellon Bank, N.A., (Agent); United States Trust Company of New York (Trustee); American Security Bank, N.A., AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, and NACA Investors Co. #9 (Trustors).
- 2) Amendment Agreement to Participation Agreement No. 1 and No. 2 dated as of June 1, 1985.
- 3) Lease of Railroad Equipment No. 1 and No. 2 dated as of September 1, 1978 between Consolidated Rail Corporation (Lessee) and United States Trust Company of New York (Trustee).
- 4) Assignment of Lease and Agreement dated as of September 1, 1978 (No. 1 and No.2)
- 5) Trust Agreement dated as of August 30, 1978 (No. 1 and No. 2) among American Security Bank, N.A.; CUIC Investors Co. #9; AEIC Investors Co. #9, EFIC Investors Co. #9; NACO Investors Co. #9 (Trustors) and United States Trust Company of New York (Trustee).
- 6) Amended and Restated Trust Agreement No. 1978-4 and No. 1978-5 dated as of September 1, 1978 among American Security Bank, N.A.; CUIC Investors Co. #9; AEIC Investors Co. #9, EFIC Investors Co. #9; NACO Investors Co. #9 (Trustors) and United States Trust Company of New York (Trustee).
- 7) Conditional Sale Agreement No. 1 and No. 2 dated September 1, 1978 between General Motors Corporation (Builder) and United States Trust Company of New York (Trustee).
- 8) Agreement and Assignment No. 1 and No 2 dated as of September 1, 1978 between General Motors Corporation (Builder) and Mellon Bank, N.A. (Agent).
- 9) Letter Agreement dated September 1, 1978 related to CSA Assignments from Mellon Bank, N.A. (Agent).
- 10) Amendment Agreement No. 1 and No. 2 dated February 1, 1979 among United States Trust Company of New York (Trustee), American Security Bank, N.A., AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9 and NACA Investors Co. #9 (Trustors), Consolidated Rail Corporation (Lessee), Mellon Bank, N.A. (Agent) and General Motors Corporation (Builder).
- 11) Memorandum of Closing Documents dated September 26, 1978.
- 12) Consolidated Rail Corporation (Lessee) Assistant Secretary's Certificate.
- 13) Consolidated Rail Corporation (Lessee) Certificate with Respect to Business Prospects and Financial Condition dated September 29, 1978.
- 14) Certificate of Chief Mechanical Officer of Consolidated Rail Corporation (Lessee).
- 15) Certificate with Respect to Use of Equipment of Consolidated Rail Corporation (Lessee).



- 16) Consolidated Rail Corporation (Lessee) Certificate of Insurance expires 10/1/78.
- 17) Consolidated Rail Corporation (Lessee) Certificate of Insurance (\$50mm liability).
- 18) Opinion of Lessee Counsel dated September 29, 1978.
- 19) Opinion of Lessee's Canadian Counsel dated October 13, 1978.
- 20) 2 Corporate Resolutions of Builder (General Motors) dated September 29, 1978 and November 2, 1978.
- 21) 2 letters Assigning Builders Interest to Mellon Bank, N.A. (Assignee) dated September 29, 1978 and November 2, 1978.
- 22) Secretary's Certificates for 4 Equity Participants (CUIC Investors Co. #9, AEIC Investor's Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9) dated September 29, 1978 and November 2, 1978.
- 23) Resolutions and Opinions of Counsel for 4 Equity Participants dated November 2, 1978.
- 24) Certificate of 4 Equity Participants dated September 29, 1978 and November 2, 1978.
- 25) Letter from ASB (Owner Participant) attesting to good title dated September 28, 1978 and November 2, 1978.
- 26) ASB Certificates of Valid Signature dated September 28, 1978 and November 2, 1978.
- 27) Secretary's Certificates of ASB dated September 28, 1978 and November 2, 1978.
- 28) ASB Opinions of Counsel dated September 28, 1978 and November 2, 1978.
- 29) Secretary's Certificates of Mellon Bank N.A. (Agent) dated September 29, 1978 and November 2, 1978.
- 30) Certificates of Assistant Secretary of U.S. Trust Co. of New York (Owner Trustee) dated September 28, 1978 and November 2, 1978.
- 31) Appointments of Authorized Representative of Owner Trustee dated September 28, 1978 and November 2, 1978.
- 32) Opinions of Owner Trustee Counsel dated September 29, 1978 and November 2, 1978.
- 33) 7 Bills of Sale, Invoices, Opinion of Builder Counsel for 74 locomotives, total invoice cost \$44,189,830.
- 34) 20 Certificates of Acceptance for 74 locomotives signed by representative of Trustee and Lessee (U.S. Trust and Conrail).
- 35) Tax Opinion of Owner Participant's Counsel dated September 28, 1978.



SCHEDULE 5.1(l)

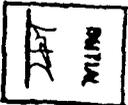
LEASE PROPERTY

Conrail #1

<u>Builder</u>	<u>Type</u>	<u>Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>
General Motors Corporation (Electro-Motive Division)	2,000 h.p. Model GP38-2	8090	La Grange, IL	32	CR8224 - CR8255	\$523,115	\$16,739,680
General Motors Corporation (Electro-Motive Division)	3,000 h.p. Model SD40-2	8087	La Grange, IL	34	CR6441 - CR6474	653,575	22,221,550
							\$38,961,230

Conrail #2

<u>Builder</u>	<u>Type</u>	<u>Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>
General Motors Corporation (Electro-Motive Division)	3,000 h.p. Model SD40-2 Diesel-Electric Locomotives	8087	La Grange, IL	8	CR6475 - CR6482	\$653,575	\$5,228,600



CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620978

RECORDATION NO. 9722-D Filed 1429

JUL 26 1979 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

No. 9722-D
Date JUL 26 1979
Fee \$10.00

ICC Washington, D.C.

COUNSEL
ROSWELL L. GILPATRICK
CARLYLE E. MAW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

R. BRESLIN, JR.
GEORGE S. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

July 20, 1979

Consolidated Rail Corporation
Dated as of September 1, 1978
10.25% Conditional Sale Indebtedness

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation counterparts of an Amendment Agreement dated as of February 1, 1979, among Mellon Bank, N.A., as Agent, United States Trust Company of New York, as Trustee, Consolidated Rail Corporation, and General Motors Corporation. The Amendment Agreement amends each of the following documents:

1(a) Conditional Sale Agreement (No. 1) dated as of September 1, 1978, between United States Trust Company of New York, as Trustee, and General Motors Corporation (Electro-Motive Division), filed under Recordation No. 9722, on September 29, 1978;

(b) Agreement and Assignment (No. 1) dated as of September 1, 1978, between General Motors Corporation (Electro-Motive Division) and Mellon Bank, N.A., as Agent, filed under Recordation No. 9722-A, on September 29, 1978;

Elton Moore
C. Swaine Moore

RECEIVED

JUL 26 10 03 AM '79

I.C.C.
FEE OPERATING

2(a) Lease of Railroad Equipment (No. 1) dated as of September 1, 1978, between Consolidated Rail Corporation and United States Trust Company of New York, as Trustee, filed under Recordation No. 9722-B, on September 29, 1978;

(b) Assignment of Lease and Agreement (No. 1) dated as of September 1, 1978, between United States Trust Company of New York, as Trustee, and Mellon Bank, N.A., as Agent, filed under Recordation No. 9722-C, on September 29, 1978.

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

(1) Agent-Vendor-Assignee:

Mellon Bank, N.A.
Mellon Square
Pittsburgh, Pennsylvania 15230

(2) Trustee-Vendee-Lessor:

United States Trust Company of New York
130 John Street
New York, N. Y. 10038

(3) Builder-Vendor:

General Motors Corporation
(Electro-Motive Division)
La Grange, Illinois 60525

(4) Lessee:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Please file and record the Amendment Agreement referred to in this letter and cross-index it under the names of the Agent-Vendor-Assignee, the Trustee-Vendee-Lessor, the Builder-Vendor and the Lessee.

The equipment covered by the aforementioned Amend-

ment Agreement consists of the following:

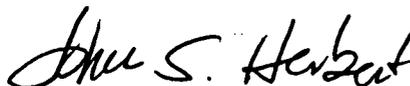
Thirty-two (32) 2,000 h.p. Model GP38-2 diesel-electric locomotives bearing identifying numbers CR8224 through CR8255, both inclusive; and

Thirty-four (34) 3,000 h.p. Model SD40-2 diesel-electric locomotives bearing identifying numbers CR6441 through CR6474, both inclusive.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed Amendment Agreement with your official recording stamp. You will wish to retain one copy of the instrument for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



John S. Herbert
As Agent for Consolidated Rail
Corporation

H. G. Homme, Esq.,
Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

42A

Interstate Commerce Commission
Washington, D.C. 20423

7/26/79

OFFICE OF THE SECRETARY

John S. Herbert
Cravath, Swaine, & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/26/79 at 10:10am, and assigned re-
recording number(s).

9722-D & 9749-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

9722-

RECORDATION NO. 9722-10 Filed 1425

(2)

JUL 26 1979 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-4 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 1) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 1) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 1) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 1) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 29, 1978, at 9:50 a.m. and were assigned recordation numbers 9722, 9722-A, 9722-B and 9722-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on September 29, 1978, at 8:35 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee on or prior to October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Clause (b) of the third paragraph of Article 4 of the CSA is hereby amended by deleting the

number "30" appearing therein and inserting the number "29" in lieu thereof.

6. The first sentence of the fourth paragraph of Article 4 of the CSA and the cover page of the CSA are each hereby amended by deleting the date "January 1, 1994" appearing therein and inserting the date "July 1, 1993" in lieu thereof.

7. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

8. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

9. The Lessee will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

10. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

11. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

12. This Amendment Agreement may be executed in any number of counterparts, all of which together shall

constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by *A. Bruce*
Assistant Vice President

[Corporate Seal]

Attest:
Thomas B. Johnson
Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

by _____
Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MELLON BANK, N.A., as Agent,

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION,
(Electro-Motive Division),

by

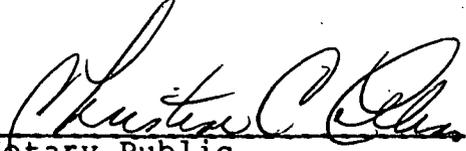
[Corporate Seal]

Attest:

Attesting Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 5 day of JULY 1979, before me personally appeared G. BOSWELL, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.


Notary Public

[Notarial Seal]

My Commission expires

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1980

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	2,000 h.p. Model GP38-2 Diesel-Electric Locomotives	8090	La Grange, Illinois	32	CR8224 through CR8255	\$523,115	\$16,739,680	September-October 1978, at McCook, Illinois
General Motors Corporation (Electro-Motive Division)	3,000 h.p. Model SD40-2 Diesel-Electric Locomotives	8087	La Grange, Illinois	34	CR6441 through CR6474	653,575	22,221,550	September-October 1978, at McCook, Illinois
							<u>\$38,961,230</u>	

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division	34	CR6441 through CR6474
2,000 h.p. Model GP38-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	32	CR8224 through CR8255

EXHIBIT C

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Date Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
Twentieth	60.367
Twenty-first	57.584
Twenty-second	54.803
Twenty-third	52.067
Twenty-fourth	49.397
Twenty-fifth	44.867
Twenty-sixth	40.086
Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856
Thirty-first	24.492
Thirty-second	20.000

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in Installments
on the 29 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
0				\$1,000,000.00
1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
2	51,074.66	20,121.43	71,196.09	976,457.39
3	50,043.44	21,152.65	71,196.09	955,304.74
4	48,959.37	22,236.73	71,196.09	933,068.01
5	47,819.74	23,376.36	71,196.09	909,691.65
6	46,621.70	24,574.40	71,196.09	885,117.26
7	45,362.26	25,833.83	71,196.09	859,283.42
8	44,038.28	27,157.82	71,196.09	832,125.60
9	42,646.44	28,549.66	71,196.09	803,575.95
10	41,183.27	30,012.83	71,196.09	773,563.12
11	39,645.11	31,550.98	71,196.09	742,012.14
12	38,028.12	33,167.97	71,196.09	708,844.16
13	36,328.26	34,867.83	71,196.09	673,976.33
14	34,541.29	36,654.81	71,196.09	637,321.53
15	32,662.73	38,533.37	71,196.09	598,788.16
16	30,687.89	40,508.20	71,196.09	558,279.96
17	28,611.85	42,584.25	71,196.09	515,695.72
18	26,429.41	44,766.69	71,196.09	470,929.03
19	24,135.11	47,060.98	71,196.09	423,868.05
20	21,723.24	49,472.86	71,196.09	374,395.19
21	19,187.75	52,008.34	71,196.09	322,386.85
22	16,522.33	54,673.77	71,196.09	267,713.08
23	13,720.30	57,475.80	71,196.09	210,237.28
24	10,774.66	32,316.97	43,091.63	177,920.32
25	9,118.42	33,973.21	43,091.63	143,947.10
26	7,377.29	34,130.18	41,507.47	109,816.92
27	5,628.12	35,879.35	41,507.47	73,937.57
28	3,789.30	36,045.13	39,834.43	37,892.44
29	1,941.99	37,892.44	39,834.43	0.00
TOTALS	<u>\$869,852.75</u>	<u>\$1,000,000.00</u>	<u>\$1,869,852.75</u>	

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-4 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 1) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 1) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 1) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 1) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 29, 1978, at 9:50 a.m. and were assigned recordation numbers 9722, 9722-A, 9722-B and 9722-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on September 29, 1978, at 8:35 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee on or prior to October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Clause (b) of the third paragraph of Article 4 of the CSA is hereby amended by deleting the

number "30" appearing therein and inserting the number "29" in lieu thereof.

6. The first sentence of the fourth paragraph of Article 4 of the CSA and the cover page of the CSA are each hereby amended by deleting the date "January 1, 1994" appearing therein and inserting the date "July 1, 1993" in lieu thereof.

7. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

8. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

9. The Lessee will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

10. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

11. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

12. This Amendment Agreement may be executed in any number of counterparts, all of which together shall

constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Benjamin Harder
Assistant Secretary

MELLON BANK, N.A., as Agent,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION,
(Electro-Motive Division),

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this ~~4th~~ day of ~~July~~ 1979, before me personally appeared ~~R.T. Fox~~, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this ~~5th~~ day of ~~July~~ 1979, before me personally appeared ~~R.T. Fox~~, to me personally known, who being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Eileen C. Baker
Notary Public

[Notarial Seal]

My Commission expires EILEEN C. BAKER
Notary Public Philadelphia, Philadelphia Co.
My Commission Expires October 11, 1982

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[Notarial Seal]

Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

Notary Public

My Commission expires

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	2,000 h.p. Model GP38-2 Diesel-Electric Locomotives	8090	La Grange, Illinois	32	CR8224 through CR8255	\$523,115	\$16,739,680	September-October 1978, at McCook, Illinois
General Motors Corporation (Electro-Motive Division)	3,000 h.p. Model SD40-2 Diesel-Electric Locomotives	8087	La Grange, Illinois	34	CR6441 through CR6474	653,575	22,221,550	September-October 1978, at McCook, Illinois
							<u>\$38,961,230</u>	

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division	34	CR6441 through CR6474
2,000 h.p. Model GP38-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	32	CR8224 through CR8255

EXHIBIT C

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Date Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
Twentieth	60.367
Twenty-first	57.584
Twenty-second	54.803
Twenty-third	52.067
Twenty-fourth	49.397
Twenty-fifth	44.867
Twenty-sixth	40.086
Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856
Thirty-first	24.492
Thirty-second	20.000

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in Installments
on the 29 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
0				\$1,000,000.00
1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
2	51,074.66	20,121.43	71,196.09	976,457.39
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14	34,541.29	36,654.81	71,196.09	637,321.53
15	32,662.73	38,533.37	71,196.09	598,788.16
16	30,687.89	40,508.20	71,196.09	558,279.96
17	28,611.85	42,584.25	71,196.09	515,695.72
18	26,429.41	44,766.69	71,196.09	470,929.03
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23	13,720.30	57,475.80	71,196.09	210,237.28
24	10,774.66	32,316.97	43,091.63	177,920.32
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27	5,628.12	35,879.35	41,507.47	73,937.57
28	3,789.30	36,045.13	39,834.43	37,892.44
29	1,941.99	37,892.44	39,834.43	0.00
TOTALS	<u>\$869,852.75</u>	<u>\$1,000,000.00</u>	<u>\$1,869,852.75</u>	

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-4 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 1) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 1) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 1) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 1) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 29, 1978, at 9:50 a.m. and were assigned recordation numbers 9722, 9722-A, 9722-B and 9722-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on September 29, 1978, at 8:35 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee on or prior to October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Clause (b) of the third paragraph of Article 4 of the CSA is hereby amended by deleting the

number "30" appearing therein and inserting the number "29" in lieu thereof.

6. The first sentence of the fourth paragraph of Article 4 of the CSA and the cover page of the CSA are each hereby amended by deleting the date "January 1, 1994" appearing therein and inserting the date "July 1, 1993" in lieu thereof.

7. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

8. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

9. The Lessee will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

10. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

11. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

12. This Amendment Agreement may be executed in any number of counterparts, all of which together shall

constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

by

Vice President and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MELLON BANK, N.A., as Agent,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

GENERAL MOTORS CORPORATION,
(Electro-Motive Division),

by

[Corporate Seal]

Attest:

Attesting Secretary

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this ^{24th} day of July 1979, before me personally appeared R. J. DONAHUE, to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[Notarial Seal]


Notary Public

My Commission expires MARY T. WEINHEIMER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires January 2, 1982

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of _____ 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

Notary Public

My Commission expires

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	2,000 h.p. Diesel-Electric Locomotives	8090	La Grange, Illinois	32	CR8224 through CR8255	\$523,115	\$16,739,680	September-October 1978, at McCook, Illinois
General Motors Corporation (Electro-Motive Division)	3,000 h.p. Diesel-Electric Locomotives	8087	La Grange, Illinois	34	CR6441 through CR6474	653,575	22,221,550	September-October 1978, at McCook, Illinois
							<u>\$38,961,230</u>	

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division	34	CR6441 through CR6474
2,000 h.p. Model GP38-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	32	CR8224 through CR8255

EXHIBIT C

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Date Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
Twentieth	60.367
Twenty-first	57.584
Twenty-second	54.803
Twenty-third	52.067
Twenty-fourth	49.397
Twenty-fifth	44.867
Twenty-sixth	40.086
Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856
Thirty-first	24.492
Thirty-second	20.000

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in Installments
on the 29 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
0				\$1,000,000.00
1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
2	51,074.66	20,121.43	71,196.09	976,457.39
3	50,043.44	21,152.65	71,196.09	955,304.74
4	48,959.37	22,236.73	71,196.09	933,068.01
5	47,819.74	23,376.36	71,196.09	909,691.65
6	46,621.70	24,574.40	71,196.09	885,117.26
7	45,362.26	25,833.83	71,196.09	859,283.42
8	44,038.28	27,157.82	71,196.09	832,125.60
9	42,646.44	28,549.66	71,196.09	803,575.95
10	41,183.27	30,012.83	71,196.09	773,563.12
11	39,645.11	31,550.98	71,196.09	742,012.14
12	38,028.12	33,167.97	71,196.09	708,844.16
13	36,328.26	34,867.83	71,196.09	673,976.33
14	34,541.29	36,654.81	71,196.09	637,321.53
15	32,662.73	38,533.37	71,196.09	598,788.16
16	30,687.89	40,508.20	71,196.09	558,279.96
17	28,611.85	42,584.25	71,196.09	515,695.72
18	26,429.41	44,766.69	71,196.09	470,929.03
19	24,135.11	47,060.98	71,196.09	423,868.05
20	21,723.24	49,472.86	71,196.09	374,395.19
21	19,187.75	52,008.34	71,196.09	322,386.85
22	16,522.33	54,673.77	71,196.09	267,713.08
23	13,720.30	57,475.80	71,196.09	210,237.28
24	10,774.66	32,316.97	43,091.63	177,920.32
25	9,118.42	33,973.21	43,091.63	143,947.10
26	7,377.29	34,130.18	41,507.47	109,816.92
27	5,628.12	35,879.35	41,507.47	73,937.57
28	3,789.30	36,045.13	39,834.43	37,892.44
29	1,941.99	37,892.44	39,834.43	0.00
TOTALS	<u>\$869,852.75</u>	<u>\$1,000,000.00</u>	<u>\$1,869,852.75</u>	

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-4 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 1) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 1) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 1) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 1) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 29, 1978, at 9:50 a.m. and were assigned recordation numbers 9722, 9722-A, 9722-B and 9722-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on September 29, 1978, at 8:35 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee on or prior to October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Clause (b) of the third paragraph of Article 4 of the CSA is hereby amended by deleting the

number "30" appearing therein and inserting the number "29" in lieu thereof.

6. The first sentence of the fourth paragraph of Article 4 of the CSA and the cover page of the CSA are each hereby amended by deleting the date "January 1, 1994" appearing therein and inserting the date "July 1, 1993" in lieu thereof.

7. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

8. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

9. The Lessee will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

10. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

11. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

12. This Amendment Agreement may be executed in any number of counterparts, all of which together shall

constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by

[Corporate Seal]

Assistant Vice President

Attest:

Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

by

[Corporate Seal]

Vice President and Treasurer

Attest:

Assistant Secretary

MELLON BANK, N.A., as Agent,

by

[Corporate Seal]

Vice President

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION,
(Electro-Motive Division),

by P.K. Haglund

[Corporate Seal]

Attest:

M.A. Thomas
Attesting Secretary

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[Notarial Seal]

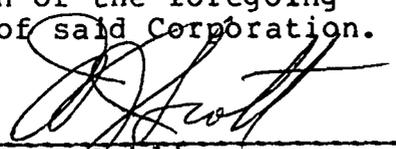
Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *5TH* day of *JULY* 1979, before me personally appeared *E. K. HOGLUND*, to me personally known, who, being by me duly sworn, says that he is a **VICE PRESIDENT** of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]



Notary Public

My Commission expires *JAN. 17, 1983*

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	2,000 h.p. Diesel-Electric Locomotives	8090	La Grange, Illinois	32	CR8224 through CR8255	\$523,115	\$16,739,680	September-October 1978, at McCook, Illinois
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							<u>\$38,961,230</u>	

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division	34	CR6441 through CR6474
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EXHIBIT C

SCHEDULE B TO LEASE

Casualty Value

<u>Semiannual Date Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617-
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743 ²
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488-
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
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Twenty-first	57.584
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Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856-
Thirty-first	24.492
Thirty-second	20.000

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in Installments
on the 29 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
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1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
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15	32,662.73	38,533.37	71,196.09	598,788.16
16	30,687.89	40,508.20	71,196.09	558,279.96
17	28,611.85	42,584.25	71,196.09	515,695.72
18	26,429.41	44,766.69	71,196.09	470,929.03
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28	3,789.30	36,045.13	39,834.43	37,892.44
29	1,941.99	37,892.44	39,834.43	0.00
TOTALS	<u>\$869,852.75</u>	<u>\$1,000,000.00</u>	<u>\$1,869,852.75</u>	