

Country Partners - K. Bartman

RECORDATION NO. 20403 FILED *R*

JAN 14 '99 11-15 AM

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

OF COUNSEL
URBAN A. LESTER

January 13, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D C 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of July 1, 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 20403

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

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

Lessor: American Finance Group
24 School Street
Boston, MA 02108

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

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

Mr Vernon A Williams
January 13, 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 black ink, appearing to read "Robert W Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

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

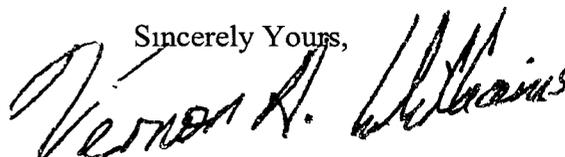
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.
11301 and CFR 1177.3 (c), on 1/14/99 at 11:15AM, and
assigned recordation numbers (s) 5565-I, 5760-I, 9383-E, 14496-A, 15335-E,
18478-A, 19326-B, 20274-B, 20321-B,
20403-R and 20959-C.

Sincerely Yours,



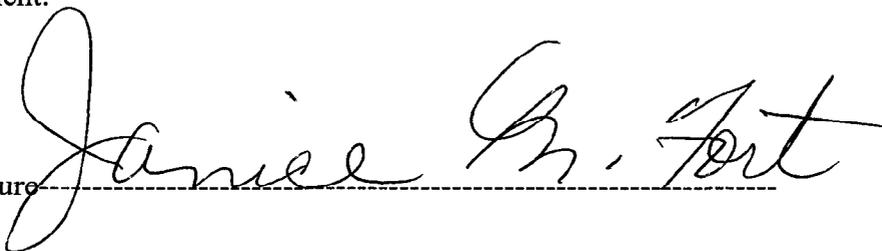
Vernon A. Williams

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. 20403-R FILED

JAN 14 '99 11-15 AM

[N197]

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, dated as of July 1, 1998 (the "Amendment Agreement"), is made by and between American Finance Group (successor in interest to Railroad Technology Corporation under the Lease Agreement (as defined below)), as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee")

PRELIMINARY STATEMENTS

WHEREAS, the Lessor and Lessee have entered into a certain Railcar Lease Agreement, dated as of June 20, 1996, as amended and supplemented from time to time (the "Lease Agreement"), and

WHEREAS, the Lessor and Lessee now desire to amend the Lease Agreement, as hereinafter provided

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows

Section 1. Certain Defined Terms Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement

Section 1.01 "Affiliate" "Affiliate" means, as applied to any company, any other company directly or indirectly controlling, controlled by, or under common control with such company

Section 2. Amendment to Lease Agreement The proviso in subsection (a) of Section 19 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor

"provided, however, Lessee may sublease to an Affiliate of the Lessee and may place the Equipment in unlimited interchange in accordance with industry custom as long as such Units remain subject to this Lease and Lessee remains the primary obligor hereunder "

Section 3. Reconfirmation The Lessor and the Lessee hereby ratify, approve and confirm their rights and obligations in each and every respect under the Lease Agreement, as amended by this Amendment Agreement

Section 4. Further Assurances The Lessor and Lessee each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as either party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement

Section 5. Amendment or Waiver This Amendment Agreement may not be amended, waived or modified without the written consent of the party to be bound thereby

Section 6. Governing Law. This Amendment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7. Execution in Counterparts This Amendment Agreement may be signed in separate counterparts, each of which shall be deemed an original and all of which together shall 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

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written

AMERICAN FINANCE GROUP

By

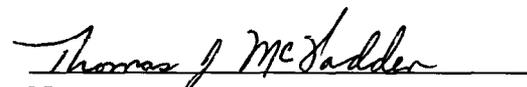


Name

Title

CONSOLIDATED RAIL CORPORATION

By



Name Thomas J. McFadden

Title Treasurer

STATE OF Massachusetts :)
)
COUNTY OF Suffolk :)

SS.:

On this, the 3 day of December, 1998, before me, a notary public, personally appeared [Signature], to me known, who, being by me duly sworn, did depose and say that he/she is the pres. SENT of AMERICAN FINANCE GROUP, 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
3 day of December, 1998.

[Notarial Seal]

Cynthia Duester

NOTARY PUBLIC
MY COMMISSION EXPIRES ON 11/12/05

1388
11/12/05

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

On this, the 12th day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 12, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
12th day of October, 1998.

[Notarial Seal]


NOTARY PUBLIC
MY COMMISSION EXPIRES ON

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