

RECORDATION NO. 17943-J
FILED

AUG 26 '04 4-10 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

August 26, 2004

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

Re: N192

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of Amendment Agreement No. 2, dated as of August 12, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission/Board under Recordation Number 17943.

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

Lessee: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19103

Owner/
Trustee/Lessor: Wachovia Bank, National Association
One South Broad Street
Philadelphia, PA 19107-3519

Mr. Vernon A. Williams
August 26, 2004
Page Two

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

There is no new or additional equipment associated with this filing.

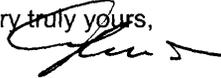
A short summary of the document to appear in the index follows:

Amendment Agreement No. 2

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 17943-5
AUG 8 6 19A 4:10 PM
SURFACE TRANSPORTATION BOARD

Execution Copy

AMENDMENT AGREEMENT NO. 2

in respect of

1992 Equipment Trust Certificates, Series A

AMENDMENT AGREEMENT NO. 2 (this "Amendment Agreement") dated as of August 12, 2004 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), AT&T CAPITAL HOLDINGS INTERNATIONAL, INC., a Delaware corporation (the "Owner Participant #1"), M&T Credit Corporation, a New York chartered corporation (the "Owner Participant #2" and, together with the Owner Participant #1, the "Owner Participants"), and WACHOVIA BANK, NATIONAL ASSOCIATION (successor in interest to Meridian Trust Company), not in its individual capacity but solely as owner trustee under the trust agreement referred to below (the "Owner Trustee").

RECITALS

WHEREAS, the Company, the Owner Participants, the Owner Trustee and WILMINGTON TRUST COMPANY, a Delaware banking company, not in its individual capacity but solely as equipment trust trustee under the equipment trust agreement referred to below (the "Equipment Trust Trustee"), have entered into the Participation Agreement dated as of August 1, 1992 as amended by participation agreements supplemental thereto and the 1998 Debt Amendment Agreement (as defined below) (such Participation Agreement, as so supplemented and amended, being hereinafter referred to as the "Participation Agreement"), under which the 1992 Equipment Trust Certificates, Series A, of the Company (the "Certificates") were issued;

WHEREAS, the Owner Participants and the Owner Trustee have entered into the Trust Agreement dated as of August 1, 1992 as amended by trust agreements supplemental thereto (such Trust Agreement, as so supplemented and amended, being hereinafter referred to as the "Trust Agreement");

WHEREAS, the Owner Trustee as lessor and the Company as lessee have entered into the Lease Agreement dated as of August 1, 1992 as amended by lease agreements supplemental thereto, the Lease and Equipment Trust Agreement No. 1 dated as of September 24, 1992 and the 1998 Equity Amendment Agreement (as defined below) (such Lease Agreement, as so supplemented and amended, being hereinafter referred to as the "Lease Agreement");

WHEREAS, the Owner Trustee and the Equipment Trust Trustee have entered into the Equipment Trust Agreement dated as of August 1, 1992 as amended by equipment trust agreements supplemental thereto and the Lease and Equipment Trust Agreement No. 1 dated as of September 24, 1992 (such Equipment Trust Agreement, as so supplemented and amended, being hereinafter referred to as the "Equipment Trust Agreement");

WHEREAS, the Company, the Owner Participants, the Owner Trustee and the Equipment Trust Trustee have entered into an amendment agreement dated as of August 25, 1998 (the "1998 Debt Amendment Agreement") pursuant to which the Participation Agreement was amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Transaction Agreement;

WHEREAS, the Company, the Owner Participants and the Owner Trustee have entered into an amendment agreement dated as of August 25, 1998 (the "1998 Equity Amendment Agreement") pursuant to which the Lease Agreement was amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Transaction Agreement;

WHEREAS, the Company, the Owner Participants and the Owner Trustee, at the direction and with the consent of the Owner Participants, wish to enter into this Amendment Agreement, pursuant to which the Participation Agreement and the Lease Agreement will (subject to the conditions set forth in Section 2.7) be amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Distribution Agreement; and

WHEREAS, the Company and the Equipment Trust Trustee, upon completion of the solicitation of the holders of the Certificates, expect to enter into a separate amendment agreement (the "Debt Amendment Agreement"), pursuant to which the Participation Agreement is expected to be similarly amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Distribution Agreement.

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

ARTICLE I

AMENDMENTS

SECTION 1.1. Appendix A to each of the Participation Agreement and the Lease Agreement is hereby amended by deleting the following defined terms therefrom:

"Excluded Conveyance" and "Indebtedness".

SECTION 1.2. Appendix A to each of the Participation Agreement and the Lease Agreement is hereby amended by adding thereto the following defined terms in their entirety as set forth below:

"Distribution Agreement" means the distribution agreement set forth as Exhibit 4 to the STB Petition, as the same may be amended, modified or supplemented from time to time, to be entered into among the Company, Conrail Inc., Green Acquisition Corp., CRR Holdings LLC, CSX Corporation, CSX Transportation, Inc., CSX Rail Holding Corporation, CSX Northeast Holding Corporation, New York Central Lines LLC, Norfolk Southern Corporation, Norfolk Southern Railway Company and Pennsylvania Lines LLC.

“Restructuring Transaction” means the transfer of the Lessee’s ownership interest in (a) Pennsylvania Lines LLC to Norfolk Southern Railway Company and (b) New York Central Lines LLC to CSX Transportation, Inc., including any related conveyance, transfer, lease, sublease, full and unconditional guarantee, transfer of stock, transfer of membership interests in a limited liability company, issuance of stock, merger or consolidation described in or contemplated by the Transaction Agreement, the Transaction Agreement Amendment or the Distribution Agreement.

“STB Petition” means the Petition for Supplemental Order dated June 4, 2003 (STB Finance Docket No. 33388 (SUB-No. 94)) filed by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc. and the Company with the United States Surface Transportation Board.

“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.

“Transaction Agreement Amendment” means the amendment to the Transaction Agreement set forth as Exhibit E to the Distribution Agreement, as the same may be amended, modified or supplemented from time to time, to be entered into by and among the Company, Conrail Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC.”

SECTION 1.3. The title to Section 7 of the Lease Agreement is hereby amended to read as follows:

“Maintenance; Operation; Possession; Identification Marks; Merger.”

SECTION 1.4. Section 7 of the Lease Agreement is hereby amended by adding the following:

“Section 7(e). Merger, Consolidation. Lessee shall not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its assets as an entirety to any Person, whether in a single transaction or a series of related transactions, unless:

(i) (A) the successor corporation (1) shall be a Class I Railroad or (2) if the successor corporation is not a Class I Railroad, such successor corporation shall have an Affiliate which is a Class I Railroad and (B) such Class I Railroad shall have executed and delivered to the Owner Participant and the Owner Trustee an agreement in form and substance reasonably satisfactory to each of them containing an assumption by such Class I Railroad of the due and punctual performance and observance of each agreement and condition of this Agreement and every other Operative Document to which Lessee is a party,

(ii) immediately after giving effect to such consolidation, merger, conveyance, transfer or lease, no Event of Default or Potential Default shall have occurred or be continuing, and

(iii) such Class I Railroad shall have delivered to the Owner Participant and the Owner Trustee in the event such Class I Railroad shall not be Lessee, an Officer's Certificate of such corporation and an Opinion of Counsel, each (A) stating that the provisions of this Section 7(e) have been complied with, (B) stating that such consolidation, merger, conveyance, transfer or lease and the assumption agreement mentioned in clause (i) above has been duly authorized, executed and delivered by such Class I Railroad and constitutes the legal, valid and binding obligation of such Class I Railroad enforceable against it in accordance with its terms (subject to customary qualifications as to the rights of creditors) and does not require any shareholder approval or the approval or consent of any trustee or holders of any indebtedness or obligations of such Class I Railroad (except for approval(s) and consent(s) which have been duly obtained and are in full force and effect on the date of such opinion and copies of which have been supplied to the Owner Participant and the Owner Trustee) and (C) as to the matters set forth in Section 6(o) of the Participation Agreement after giving effect to such consolidation, merger, conveyance, transfer or lease;

provided, however, that any Restructuring Transaction may be made without compliance with the foregoing clauses (i) and (iii).

Upon any consolidation or merger, or any conveyance, transfer or lease of all or substantially all of the assets of Lessee as an entirety in accordance with clauses (i) through (iii) of this Section 7(e) that is not a Restructuring Transaction, the Class I Railroad referred to in subclause (B) of clause (i) of this Section 7(e) which is the successor corporation formed by such consolidation or into which Lessee is merged or to which such conveyance, transfer or lease is made, or which is the Affiliate of such successor corporation, shall succeed to, and be substituted for, and may exercise every right and power of, Lessee, under this Agreement and the other Operative Documents to which Lessee is a party, with the same effect as if such Class I Railroad had been named as Lessee herein and therein. Lessee shall reimburse the Owner Trustee and the Owner Participant, on an After-Tax Basis, for all reasonable out-of-pocket costs (including reasonable attorneys' fees) and expenses incurred by the Owner Trustee and the Owner Participant in connection with a consolidation, merger, conveyance or transfer by Lessee hereunder, including any amendments to this Agreement or any other Operative Document required in connection with this Section 7(e)."

SECTION 1.5. Section 11(d) of the Participation Agreement is hereby amended to read as follows:

"(d) Merger Consolidation. Lessee shall not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its assets as an entirety to any Person, whether in a single transaction or a series of related transactions, unless (i) such consolidation, merger, conveyance, transfer or lease shall not have an adverse effect on the benefits available to the Owner

Trustee or the Equipment Trust Trustee pursuant to 11 U.S.C. §1168 and (ii) immediately after giving effect to such consolidation, merger, conveyance, transfer or lease, no Event of Default or Potential Default shall have occurred or be continuing.”

SECTION 1.6. Section 11(g) of the Participation Agreement is hereby deleted in its entirety and amended to read as follows:

“Section 11(g). [Intentionally Omitted.]”

ARTICLE II

MISCELLANEOUS

SECTION 2.1. Unless otherwise indicated, capitalized terms used herein without definition shall have the meanings ascribed to them in Appendix A to the Lease Agreement as amended hereby.

SECTION 2.2. Except as amended hereby, the Operative Documents are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect; provided that no such term, provision or condition shall be read or interpreted so as to conflict with or prohibit the making of any Restructuring Transaction.

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. The Owner Participants hereby authorize and direct the Owner Trustee (i) to execute and deliver this Amendment Agreement pursuant to the terms of the Trust Agreement and (ii) to deliver to each Owner Participant copies of each of the documents referred to in Section 2.7 that are received by it.

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

SECTION 2.7. The provisions of this Amendment Agreement shall be effective only upon completion of the following conditions on or before December 31, 2005: (i) execution hereof by all of the parties hereto, (ii) execution of the Debt Amendment Agreement by both of the requisite parties thereto; *provided, however*, that no such Debt Amendment Agreement will contain provisions different from those in this Amendment Agreement that would have a material adverse effect on the rights of or benefits available to the Owner Participant and Owner Trustee under the Operative Documents, (iii) execution and delivery to the Owner Trustee of an assignment agreement, a sublease, an equipment agreement termination agreement and an assumption agreement, each substantially in the form set forth in Annex I hereto (collectively, the “Conrail Restructuring Documents”), by all of the parties thereto, (iv) execution and delivery

to the Owner Trustee of a Secretary's certificate, substantially in the form of Annex II hereto, by each of the Company, CSX Transportation, Inc., Norfolk Southern Railway Company, NYC Newco, Inc. and PRR Newco, Inc., (v) execution and delivery to the Owner Trustee of an officer's certificate, substantially in the form of Annex III hereto, by an officer of the Company, (vi) recordation with the U.S. Surface Transportation Board and the Registrar General Canada of appropriate evidence of this Amendment Agreement, the Debt Amendment Agreement and executed copies of each of the documents set forth in Annex I hereto (it being understood and agreed that, although not a condition to the effectiveness of this Agreement, copies of such filings will be provided to the Owner Trustee as they become available) and (vii) execution and delivery to the Owner Trustee of opinions of John Broder, Vice President – General Counsel of the Company, Peter J. Schudtz, internal counsel of CSX Transportation, Inc., and James A. Squires, internal counsel of Norfolk Southern Railway Company, substantially to the effect set forth in Annexes IV, V and VI, respectively, as well as the delivery of a copy to the Owner Trustee of all legal opinions incorporated by reference therein.

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 but one and the same instrument.

SECTION 2.9. The Company represents and warrants to each Owner Participant and the Owner Trustee that:

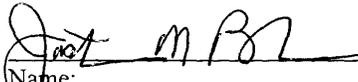
- (i) the Company is and, upon completion of the Restructuring Transaction, will continue to be a "railroad", as such term is defined in section 101 of Title 11 of the United States Code;
- (ii) the Restructuring Transaction shall not have a material adverse effect on the benefits available to the Owner Trustee pursuant to 11 U.S.C. § 1168;
- (iii) this Amendment Agreement has been duly authorized, executed and delivered by the Company and is enforceable against it in accordance with its terms;
- (iv) immediately after giving effect to the transactions contemplated by the Restructuring Transaction, no Potential Default or Event of Default shall have occurred and be continuing; and
- (v) except for the filings with the U.S. Surface Transportation Board and the Registrar General Canada referred to in Section 2.7 (vi) hereof, no further action, including any filing, registration or recording of the sublease agreements set forth in Annex I hereto was or is necessary in order to establish, preserve and maintain the Owner Trustee's first priority perfected security interest in each Item of Equipment, such sublease agreements and the receivables due thereunder and proceeds of all of the foregoing, as against any third parties.

SECTION 2.10. In the event that a material component of the Restructuring Transaction requires the execution and delivery by the Company of documents other than the Distribution Agreement, the Transaction Agreement Amendment and, with the respect to the Items of Equipment, the Conrail Restructuring Documents, the Company covenants and agrees

to deliver to each Owner Participant and the Owner Trustee an Officer's Certificate and Opinion of Counsel as the matters set forth in Section 7(e)(iii)(B) and (C) of the Lease Agreement with respect to any such other documents.

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

CONSOLIDATED RAIL CORPORATION

By 
Name:
Title:

AT&T CAPITAL HOLDINGS INTERNATIONAL, INC.

By _____
Name:
Title:

M&T CREDIT CORPORATION

By _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely
as Owner Trustee

By _____
Name:
Title:

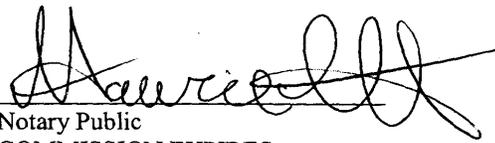
STATE OF)
)
COUNTY OF) ss:

On this 12th day of August, 2004 before me, a notary public within and for said county, personally appeared Jonathan M. Boden, to me known who being duly sworn, did depose and say that he/she is a VPA Gen. Counsel of Consolidated Rail Corp one of the corporations or companies described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like authority.

Sworn to before me this
12 day of August, 2004

[Notarial Seal]

MAURICE I. MICHAANE
NOTARY PUBLIC, State of New York
No. 01M16101194
Qualified in New York County
Commission Expires Nov. 10, 2007


Notary Public
COMMISSION EXPIRES

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

CONSOLIDATED RAIL CORPORATION

By _____
Name:
Title:

AT&T CAPITAL HOLDINGS INTERNATIONAL, INC.

By 
Name: STANLEY CECALA
Title: ASSISTANT TREASURER

M&T CREDIT CORPORATION

By _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely
as Owner Trustee

By _____
Name:
Title:

STATE OF New Jersey)
)
COUNTY OF Somerset) ss:

On this 15th day of June, 2004, before me, a notary public within and for said county, personally appeared Stanley Cecala, to me known who being duly sworn, did depose and say that he/she is an Assistant Treasurer of AT&T CAPITAL HOLDINGS INTERNATIONAL, INC., one of the corporations or companies described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like authority.

Sworn to before me this
15th day of June, 2004

[Notarial Seal]

BRIAN E. STUHR
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/1/2006

Brian E. Stuhr
Notary Public
COMMISSION EXPIRES

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

CONSOLIDATED RAIL CORPORATION

By _____
Name:
Title:

AT&T CAPITAL HOLDINGS INTERNATIONAL, INC.

By _____
Name:
Title:

M&T CREDIT CORPORATION

By  _____
Name: Mohannad F. Jishi
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely
as Owner Trustee

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:

AT&T CAPITAL HOLDINGS INTERNATIONAL, INC.

By _____
Name:
Title:

M&T CREDIT CORPORATION

By _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely
as Owner Trustee

By *C. Hromych*
Name: **C. HROMYCH**
Title: **Vice President**

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

ss:

On this 2nd day of July, 2004 before me, a notary public within and for said county, personally appeared C. HROMYCH, to me known who being duly sworn did depose and say that he/she is a Vice President of Wachovia Bank, National Association, one of the corporations or companies described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like authority.

Sworn to before me this
2nd day of July, 2004

[Notarial Seal]

Aida B. Dales-Payano
Notary Public

COMMISSION EXPIRES

NOTARIAL SEAL
AIDA B. DALES-PAYANO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 21, 2006

Annex I

Form of Assignment Agreement

Form of Sublease

Form of Equipment Agreement Termination Agreement

Form of Assumption Agreement

[NAME OF RAILROAD/CONRAIL]

SECRETARY'S CERTIFICATE

The undersigned, [], Secretary of [Name of Railroad], a [] corporation ("**Railroad**"), DOES HEREBY CERTIFY, as the Secretary of the Railroad and not in his personal capacity, in connection with the subleases of railroad equipment, assumption agreements, trust agreements, assignment agreements, termination agreements, cross assignment agreements and other related agreements set forth in Appendix A hereto (collectively, the "**Conrail Restructuring Documents**") (capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Conrail Restructuring Documents) that:

1. each of the Conrail Restructuring Documents has been duly authorized and approved by the Board of Directors of the Railroad; and
2. the below named persons, who include all persons who, as officers of the Railroad, executed and delivered each Conrail Restructuring Document and each other document, certificate and instrument being delivered on the date hereof pursuant to or as contemplated by the Conrail Restructuring Documents, were duly elected (or appointed), qualified and acting as such officers holding their respective offices below set opposite their names, were duly authorized to take such action and the signatures below set opposite their names are their genuine signatures.

Name

Office

Signature

Secretary

2004. IN WITNESS WHEREOF, I have signed this certificate this [] day of [],

[NAME OF RAILROAD]

[Name]
Secretary

I, [], [] of the Railroad, DO HEREBY CERTIFY that [] has been duly elected (or appointed) and has duly qualified, and on this day is, Secretary of the Railroad, and the signature above is his genuine signature.

2004. IN WITNESS WHEREOF, I have signed this certificate this [] day of [],

[NAME OF RAILROAD]

[Name]
[Title]

[NAME OF NEWCO]

SECRETARY'S CERTIFICATE

The undersigned, [], Secretary of [Newco], a Virginia corporation ("Newco"), DOES HEREBY CERTIFY, as the Secretary of the Newco and not in his personal capacity, in connection with the subleases of railroad equipment, trust agreements, assignment and assumption agreements and other related agreements set forth in Appendix A hereto to which [Newco] is a party (collectively, the "Newco Documents") (capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Newco Documents) that:

1. each of the Newco Documents has been duly authorized and approved by the Board of Directors of the Newco; and
2. the below named persons, who include all persons who, as officers of the Newco, executed and delivered each of the Newco Documents and each other document, certificate and instrument being delivered on the date hereof pursuant to or as contemplated by the Newco Documents, were duly elected (or appointed), qualified and acting as such officers holding their respective offices below set opposite their names, were duly authorized to take such action and the signatures below set opposite their names are their genuine signatures.

Name

Office

Signature

Secretary

2004. IN WITNESS WHEREOF, I have signed this certificate this [] day of [],

[NAME OF NEWCO]

[Name]
Secretary

I, [], [] of the Newco, DO HEREBY CERTIFY that [] has been duly elected (or appointed) and has duly qualified, and on this day is, Secretary of the Newco, and the signature above is his genuine signature.

2004. IN WITNESS WHEREOF, I have signed this certificate this [] day of [],

[NAME OF NEWCO]

[Name]
[Title]

CONSOLIDATED RAIL CORPORATION
OFFICER'S CERTIFICATE

The undersigned, [], [], on behalf of Consolidated Rail Corporation, a Pennsylvania corporation ("Conrail"), pursuant to Section 2.7(v) of the Amendment Agreement No. 2 (the "Amendment Agreement"), dated as of [], 2004 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), AT&T CAPITAL HOLDINGS INTERNATIONAL, INC., a Delaware corporation (the "Owner Participant #1"), M&T Credit Corporation, a New York chartered corporation, (the "Owner Participant #2" and, together with the Owner Participant #1, the "Owner Participants") and WACHOVIA BANK, NATIONAL ASSOCIATION (successor in interest to Meridian Trust Company), not in its individual capacity but solely as owner trustee (the "Owner Trustee"), hereby certifies that, as of the date hereof and after reasonable investigation, no event or condition has occurred and is continuing, or would result from the consummation of the Restructuring Transaction or any transaction contemplated by the Amendment Agreement, that constitutes an Event of Default under the Lease Agreement dated as of August 1, 1992, as amended by lease agreements supplemental thereto, the Lease and Equipment Trust Agreement No. 1 dated as of September 24, 1992 and the 1998 Equity Amendment Agreement (as defined in the Amendment Agreement) (such Lease Agreement, as so supplemented and amended, being hereinafter referred to as the "Lease Agreement").

Capitalized terms used herein without definition shall have the meanings ascribed to them in Appendix A to the Lease Agreement.

IN WITNESS WHEREOF, I have hereunto signed my name this __th day of [], 2004.

[Name]

[Title]

Annex IV

Form of opinion of John Broder, Vice President – General Counsel of Conrail

[See form furnished in separate attachment.]

Annex V

Form of opinion of Peter J. Schudtz, internal counsel of CSXT

[See form furnished in a separate attachment.]

Annex VI

Form of opinion of James A. Squires, internal counsel of NSR

[See form furnished in a separate attachment.]