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19113-A
RECORDATION NO. FILED 1425

DEC 22 1994 - 10 53 AM

INTERSTATE COMMERCE COMMISSION

ABU DHABI
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NEW YORK
PARIS
SAN FRANCISCO
TAIPEI
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:

December 20, 1994

VIA HAND DELIVERY

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Consolidated Rail Corporation - Pass Through Trust, Series 1994-A

Dear Mr. Williams:

Enclosed for recordation pursuant to Section 11303, Title 49, of the United States Code are three (3) copies of the secondary document described below. The secondary document is Lease Supplement No. 1 to the Lease, dated as of December 22, 1994, between Consolidated Rail Corporation, as Lessee, and Meridian Trust Company, as Lessor, not in its individual capacity but solely as Owner Trustee.

The names and addresses of the parties to the enclosed is:

Lessee:

Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101-1425
Attn: Director-Financing

Lessor:

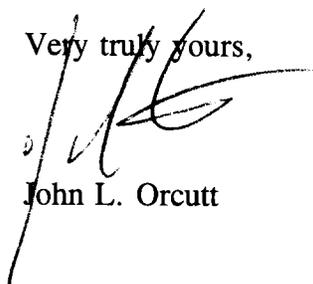
Meridian Trust Company
35 North Sixth Street
Reading, PA 19601
Attn: Corporate Trust Administration

A description of the railroad cars covered by the enclosed secondary document is set forth in Schedule 1 hereto.

A check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required filing fees is enclosed. Please return any extra copies not needed by the Commission for recordation to the messenger.

If you have any questions, please do not hesitate to call the undersigned at (212) 848-8763.

Very truly yours,

A handwritten signature in black ink, appearing to read "John L. Orcutt", is written over a vertical line that extends from the "Very truly yours," text.

John L. Orcutt

Enclosure

CR 275370
CR 279470
CR 279472
CR 279475
CR 279484
CR 279491-493
CR 279585-586
CR 279615
CR 279647
CR 279667
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CR 281500
CR 281509
CR 281558
CR 281571
CR 282505
CR 282802
CR 282806

EXECUTION COPY

1913-A

LEASE SUPPLEMENT NO. 1

RECORDATION NO. _____ FILED 1425

DEC 22 1994 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

Dated December 22, 1994

between

MERIDIAN TRUST COMPANY,
not in its individual capacity
except as otherwise expressly provided,
but solely as Owner Trustee,

and

CONSOLIDATED RAIL CORPORATION,
as Lessee

57 Rebuilt Railcars
795 New Railcars

Conrail 1994-A Pass Through Trust

CERTAIN OF THE RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT NO. 1 OF MERIDIAN TRUST COMPANY, AS OWNER TRUSTEE UNDER THE TRUST AGREEMENT, DATED AS OF DECEMBER 22, 1994, BETWEEN MERIDIAN TRUST COMPANY AND THE OWNER PARTICIPANT NAMED THEREIN, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER AN INDENTURE DATED AS OF DECEMBER 22, 1994 AS SUPPLEMENTED, FOR THE BENEFIT OF THE HOLDERS OF THE EQUIPMENT NOTES REFERRED TO IN SUCH INDENTURE. THIS LEASE SUPPLEMENT NO. 1 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. ONLY THE ORIGINAL COUNTERPART CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 22 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO 49 U.S.C. § 11303 ON DECEMBER 22 1994 AT __:__.M., RECORDATION NUMBER _____ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO § 90 OF THE RAILWAY ACT OF CANADA ON DECEMBER 22, 1994 AT __:__.M., RECORDATION NUMBER _____.

LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 1 (this "Supplement"), dated December 22, 1994, between MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of December 22, 1994 (the "Trust Agreement") with J.P. MORGAN INTERFUNDING CORP., a Delaware corporation (the "Owner Participant"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Lessee") (capitalized terms used herein have the respective meanings set forth in Appendix A to the Lease referenced below, unless otherwise defined herein).

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have, with the Owner Participant, the Indenture Trustee and the Pass Through Trustee, heretofore entered into a Participation Agreement, Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), the Pass Through Trustee and Lessee have heretofore entered into a Pass Through Trust Agreement and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture, each dated as of December 22, 1994;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Lessee shall deliver to the Owner Trustee a Bill of Sale dated the Closing Date by which Lessee bargains, conveys, assigns, sets over, sells and delivers to the Owner Trustee, and the Owner Trustee purchases and accepts from Lessee, the Railcars to be conveyed on the Closing Date, and said Bill of Sale has been delivered by Lessee and accepted by the Owner Trustee on the Closing Date which is occurring on the date first above written; and

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease Supplement substantially in the form hereof for the purpose of identifying the Railcars that are to be delivered on the Closing Date pursuant to the Lease and subjected thereto as well as the Lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule I hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease. The date of delivery and acceptance of such Railcars under the Lease is the date of this Supplement set forth in the opening paragraph hereof. The Lease Term for such Railcars shall commence on the date hereof.

3. The aggregate Cost of the Items of Equipment leased hereby is approximately \$29,738,000 and the amounts comprising such Cost and the Cost of each Item of Equipment leased hereby are set forth on Schedule I hereto.

4. Lessee hereby confirms its agreement, in accordance with the Lease as hereby supplemented, to pay to Lessor for each Item of Equipment leased hereunder all Rent as provided for in the Lease.

5. As security for the prompt payment by the Owner Trustee of all amounts due under the Equipment Notes and the Indenture, for the prompt payment of all other amounts now or hereafter due to the Holders from the Owner Trustee under the other Operative Documents, and for the performance by the Owner Trustee of its obligations hereunder and under the other Operative Documents to which it is a party, Lessor hereby confirms that it has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, confirmed and created a security interest in, to and for the benefit of the Indenture Trustee, in trust for the equal and proportionate benefit and security of the Holders from time to time of all the Equipment Notes Outstanding without priority of any one Equipment Note over any other, and upon the trusts and subject to the covenants and conditions set forth in the Indenture, in the Indenture Estate, which now specifically includes (i) the Railcars listed on Schedule 1 hereto and (ii) this Supplement.

6. All of the provisions of the Lease are hereby incorporated by reference in this Supplement to the same extent as if fully set forth herein.

7. This Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

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

By: Stephen J. Talra
Vice President

Lessee

CONSOLIDATED RAIL CORPORATION

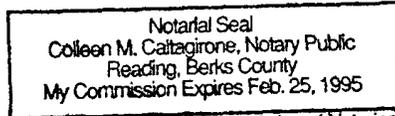
By: _____
Director-Financing

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BERKS)

On this 14th day of December, 1994 before me personally appeared,
STEPHEN J. KABA , to me personally known, who being by me duly
sworn, says that (s)he is the VICE PRESIDENT of MERIDIAN
TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of
said corporation, that said instrument was signed and sealed on December 14, 1994 on behalf
of said corporation by authority of its Board of Directors, and (s)he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Colleen M. Callagione
Notary Public

[Notarial Seal]



My commission expires Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

MERIDIAN TRUST COMPANY
not in its individual capacity
but solely as Owner Trustee

By: _____
Vice President

Lessee

CONSOLIDATED RAIL CORPORATION

By: 
Director - Financing

SCHEDULE I

SCHEDULE OF RAILCARS DELIVERED

<u>Description of Items of Equipment</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Identifying Numbers</u>
New Steel Open Top Quad Hoppers	795	\$50,500.00	CR 496160
			CR 496181
			CR 496190
			CR 496199
			CR 496220
			CR 496231
			CR 496233
			CR 496252
			CR 496256-257
			CR 496262
			CR 496266
			CR 496269
			CR 496273
			CR 496282
			CR 496292
			CR 496296-497074
60-foot Equipped Boxcars	57	\$29,000.00	CR 218279
			CR 218465
			CR 219966
			CR 220238
			CR 220251
			CR 220257
			CR 220770
			CR 220772
			CR 221095
			CR 221221
			CR 221232
			CR 221478
			CR 222401
			CR 275177

CR 275370
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