

RECORDATION NO. 19113-C FILED

JAN 21 '99 1-50PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

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

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

Countersigned - [Signature]

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 August 25, 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 19113.

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

- Company: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101
- Owner Participant: J.P. Morgan Interfunding Corp.
60 Wall Street
New York, NY 10260
- Owner Trustee: First Union Trust Company
One Rodney Square
Wilmington, DE 19801

Mr. Vernon A. Williams
January 13, 1999
Page 2

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

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

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,

Robert W. Alvord

RWA/bg
Enclosures

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

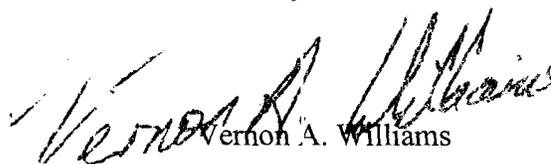
OFFICE OF THE SECRETARY

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 1/21/99 at 1:50 PM, and
assigned recordation numbers (s): 15849-B, 17490-F, 19113-C, 20204-C and 21762-E.

Sincerely Yours,


Vernon A. Williams

Enclosure(s) (5)

130.00

\$_____ 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. 19113-C FILED

AMENDMENT AGREEMENT

JAN 21 '99

1-50 PM

in respect of

Pass Through Trust Certificates, Series 1994-A

AMENDMENT AGREEMENT (this "Amendment Agreement") dated as of August 25, 1998 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), J.P. MORGAN INTERFUNDING CORP., a Delaware corporation (the "Owner Participant"), and FIRST UNION TRUST COMPANY, a Delaware corporation (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 Participant, the Owner Trustee, WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as trustee under the trust indenture and security agreement referred to below (the "Indenture Trustee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as pass through trustee under the pass through trust agreement referred to below (the "Pass Through Trustee"), have entered into the Participation Agreement dated as of December 22, 1994 (the "Participation Agreement"), under which the Pass Through Certificates, Series 1994-A, of the Company (the "Certificates") were issued;

WHEREAS, the Owner Participant and the Owner Trustee have entered into the Trust Agreement dated as of December 22, 1994 (the "Trust Agreement");

WHEREAS, the Owner Trustee as lessor and the Company as lessee have entered into the Lease Agreement dated as of December 22, 1994, as supplemented by Lease Supplement No. 1 dated as of December 22, 1994 (as so supplemented, the "Lease Agreement");

WHEREAS, the Owner Trustee and the Indenture Trustee have entered into the Trust Indenture and Security Agreement dated as of December 22, 1994, as supplemented by Indenture Supplement No. 1 dated as of December 22, 1994 (as so supplemented, the "Indenture");

WHEREAS, the Company and the Pass Through Trustee have entered into the Pass Through Trust Agreement dated as of December 22, 1994, as supplemented by Trust Supplement No. 1 dated as of December 22, 1994 (as so supplemented, the "Pass Through Trust Agreement"); and

WHEREAS, the Owner Trustee (at the direction and with the consent of the Owner Participant) and the Company wish to amend the Lease 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 the Lease Agreement is hereby amended by adding thereto the following defined terms:

“Conrail Group” means the Lessee and the LLCs.

“LLC” means each of New York Central Lines LLC, Pennsylvania Lines LLC, and any successor to either thereof.

“Transaction Agreement” means the transaction agreement dated as of June 10, 1997 among the Company, Conrail, Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC, as the same may be amended, modified or supplemented from time to time.

SECTION 1.2 Section 7(b) of the Lease Agreement is hereby amended to read as follows:

"(b) Operation. Each Item of Equipment will be used in the general operation of Lessee's (or, if permitted under Section 7(c), any sublessee's) freight rail business, on Lessee's (or any sublessee's) railroad system, on railroad lines over which Lessee (or any sublessee) has trackage rights and on railroad lines of other railroads, predominantly in the United States and Canada in the usual interchange of traffic or in through or run-through service; provided, however, that Lessee (or any sublessee) (i) will use each Item of Equipment only in the manner for which it was designed and intended and (ii) will not use or operate any such Item of Equipment in any manner contrary to Applicable Law."

SECTION 1.3. Section 7(c) of the Lease Agreement is hereby amended to read as follows:

"(c) Possession. Except as otherwise permitted by Section 7(b) or herein in this Section 7(c), Lessee will not, without the prior written consent of Lessor, sublease or otherwise in any manner deliver, transfer or relinquish possession of any Item of Equipment; provided that, so long as no Event of Default shall have occurred and be continuing, Lessee may, without the prior written consent of Lessor, sublease any Item of Equipment to any entity which is organized or incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada, for use upon lines of railroad owned or operated by Lessee or such entity or by a railroad company organized or incorporated in the United States or Canada or over which Lessee, such entity or such railroad company has trackage rights or rights for operation of its trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but any such sublease shall be subject and subordinate to all the terms and conditions of this Lease and the Lien of the Indenture and only for a term which shall not extend beyond the Term applicable to such Item of Equipment; provided, however, that (i) any such sublease shall by its terms require that the sublessee comply with Section 7(b); (ii) Lessee will notify Lessor and furnish copies to the Lessor of any sublease executed by the Lessee or any of the LLCs; (iii) Lessee will not, and will not permit any of the LLCs to, sublease any Item of Equipment unless the agreement governing such sublease expressly provides that (a) the sublease of such Item of Equipment thereunder shall be junior and subordinate to the Lease and the Lien of the Indenture, and (b) upon a default by Lessee under the Lease, the sublessee under such sublease shall surrender possession of the Item of Equipment in accordance with the provisions of the Lease; (iv) Lessee will not permit any LLC to sublease any Item of Equipment to CSX Transportation, Inc. or Norfolk Southern Railway Company unless prior thereto, such LLC shall assign and create a security interest in and to such sublease to and for the benefit of Lessee to secure all amounts payable by such LLC to Lessee under the sublease of such Item of Equipment from Lessee to such LLC; and (v) Lessee will not, and will not permit any of its LLCs to, sublease any Item of Equipment if such sublease would have a material adverse effect on the benefits available to Lessor under the Lease pursuant to 11 U.S.C. § 1168. Such sublease shall in no way discharge or diminish any of Lessee's obligations under any Operative Document, for which obligations Lessee shall be and remain primarily liable as principal and not as surety.

Lessee will not, and will not permit any of the LLCs to, agree to any amendment to the Transaction Agreement (or to any other agreement contemplated by or entered into pursuant to the Transaction Agreement) that

would reduce the total amounts payable by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company to all members of the Conrail Group in the aggregate under the Transaction Agreement (and all agreements contemplated thereby or entered into pursuant thereto) to a level, in respect of any period, which is insufficient to service Lessee's outstanding debt and rental obligations in respect of such period, taking into account cash available to members of the Conrail Group from all other sources to service such obligations."

ARTICLE II

MISCELLANEOUS

SECTION 2.1. Capitalized terms used herein without definition have the meanings specified therefor in Appendix A to the Lease Agreement.

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 Excluded Conveyance.

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 State of New York.

SECTION 2.5. The Owner Participant hereby authorizes and directs the Owner Trustee to execute and deliver this Amendment Agreement pursuant to the terms of the Trust Agreement.

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

SECTION 2.7. 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.

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

CONSOLIDATED RAIL CORPORATION

By Thomas J. McFadden
Name: Thomas J. McFadden
Title: Treasurer

J.P. MORGAN INTERFUNDING CORP.

By _____
Name:
Title:

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

By _____
Name:
Title:

STATE OF Pennsylvania :)
COUNTY OF Philadelphia :)

SS.:

On this, the 7th 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 7, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
7th day of October, 1998.

[Notarial Seal]

Suzanne J. Rossomando
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

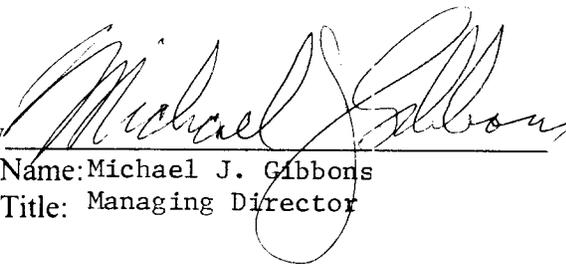
NOTARIAL SEAL
Suzanne J. Rossomando, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 28, 1999

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

CONSOLIDATED RAIL CORPORATION

By _____
Name:
Title:

J.P. MORGAN INTERFUNDING CORP.

By  _____
Name: Michael J. Gibbons
Title: Managing Director

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

By _____
Name:
Title:

STATE OF New York :)
)
) SS.:
COUNTY OF New York :)

On this, the 20 day of October, 1998, before me, a notary public, personally appeared Michael J. Gibbons, to me known, who, being by me duly sworn, did depose and say that he/she is the President of JP Morgan Interfund, 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
20 day of October, 1998.

[Notarial Seal]

Halle Albert

NOTARY PUBLIC
MY COMMISSION EXPIRES ON

HALLE ALBERT
Notary Public, State of New York
No. 24-4740022
Qualified in Kings County
Cert. Filed in New York County
Commission Expires Feb. 28, 2000

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

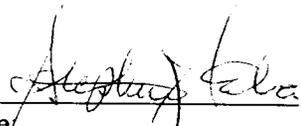
CONSOLIDATED RAIL CORPORATION

By _____
Name:
Title:

J.P. MORGAN INTERFUNDING CORP.

By _____
Name:
Title:

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

By 
Name:
Title: STEPHEN J. KABA
 VICE PRESIDENT

STATE OF Delaware :)
)
COUNTY OF New Castle :) SS.:

On this, the day of , 1998, before me, a notary public, personally appeared STEPHEN J. KABA, to me known, who, being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of First Union Trust Company, National Association, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 6, 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
6 day of August, 1998.

[Notarial Seal]


NOTARY PUBLIC
MY COMMISSION EXPIRES ON
NOTARY PUBLIC, STATE OF DELAWARE
My Commission Expires November 21, 1999
RITA MARIE RITROVATO LAWLESS