

AMENDMENT NO. 1 TO THE RAILCAR LEASE AGREEMENT
DATED APRIL 25, 1995
BY AND BETWEEN
RAILROAD TECHNOLOGY CORPORATION ("LESSOR")
AND
CONSOLIDATED RAIL CORPORATION ("LESSEE")

1987-1-A
PM

THIS AMENDMENT NO. 1 hereby amends the Railcar Lease Agreement dated April 25, 1995, by and between Railroad Technology Corporation ("Lessor") and Consolidated Rail Corporation ("Lessee") as follows:

1. The first sentence of Section 4(e) reading:

"This Lease is a net lease, and, except for breach of Lessor's warranty of quiet enjoyment contained in this Lease, Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL under any and all circumstances and shall not be affected by any circumstances of any character whatsoever, including, without limitation,..."

Is amended to read:

"This Lease is a net lease, and Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL under any and all circumstances and shall not be affected by any circumstances of any character whatsoever, including, without limitation,..."

2. Section 20 is hereby deleted in its entirety.
3. This Amendment No. 1 shall remain in full force and effect up to and including January 31, 1996.
4. This Amendment No. 1 may be executed in counterparts, all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and effective this 22nd day of December, 1995.

RAILROAD TECHNOLOGY CORPORATION

CONSOLIDATED RAIL CORPORATION

By: _____

By: J. Thomas J. McSweeney

Title: _____

Title: Asst. Treasurer

COUNTERPART NO. ___ OF 6 SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this 22nd day of December, 1995, before me personally appeared Thomas J. McFadden, known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did say that he is the Asst. Pres. Fin & IR of Consolidated Rail Corporation, that said instrument was signed on such dated on behalf of said corporation by authority of its Board of Directors, that he acknowledged that the execution of the foregoing Railcar Lease Agreement was the free act and deed of the corporation.

(seal)

Suzanne J. Rosomando
Signature of Notary Public

My Commission Expires:

NOTARIAL SEAL	
Suzanne J. Rosomando	Notary Public
City of Philadelphia	County
My Commission Expires:	8, 1999

AMENDMENT NO. 1 TO THE RAILCAR LEASE AGREEMENT
DATED APRIL 25, 1995
BY AND BETWEEN
RAILROAD TECHNOLOGY CORPORATION ("LESSOR")
AND
CONSOLIDATED RAIL CORPORATION ("LESSEE")

THIS AMENDMENT NO. 1 hereby amends the Railcar Lease Agreement dated April 25, 1995, by and between Railroad Technology Corporation ("Lessor") and Consolidated Rail Corporation ("Lessee") as follows:

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Is amended to read:

"This Lease is a net lease, and Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL under any and all circumstances and shall not be affected by any circumstances of any character whatsoever, including, without limitation,..."

2. Section 20 is hereby deleted in its entirety.
3. This Amendment No. 1 shall remain in full force and effect up to and including January 31, 1996.
4. This Amendment No. 1 may be executed in counterparts, all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and effective this 15 day of December, 1995.

RAILROAD TECHNOLOGY CORPORATION

CONSOLIDATED RAIL CORPORATION

By: Robert M. New

By: _____

Title: Exec. V. Pres.

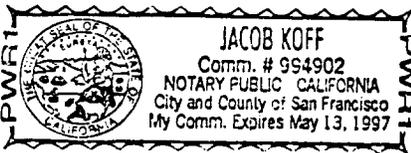
Title: _____

COUNTERPART NO. ___ OF 6 SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1

ACKNOWLEDGMENTS

State of California)
County of San Francisco) ss

On this 19th day of December, 1995, before me personally appeared Robert M. Ness, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did say that he is the Executive Vice President of Railroad Technology Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, that he acknowledged that the execution of the foregoing Amendment No. 1 to the Railcar Lease Agreement was the free act and deed of the corporation.



[Signature]
Notary Public

My commission expires:

Commonwealth of _____)
County of _____) ss

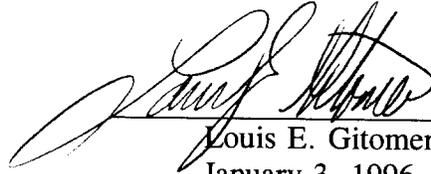
On this _____ day of _____, 1995, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did say that he is a _____ of Consolidated Rail Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, that he acknowledged that the execution of the foregoing Amendment No. 1 to the Railcar Lease Agreement was the free act and deed of the corporation.

Notary Public

My commission expires:

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Amendment No. 1 to the Railcar Lease Agreement dated December 22, 1995, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
January 3, 1996