

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C

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

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

May 4, 1999

RECORDATION NO. 17348-H FILED

MAY 4 '99

3-45 PM


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 five (5) copies of an Amendment Agreement, dated as of August 3, 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 under Recordation Number 17348.

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

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

Lessor: Brentwood Locomotive Lease Co., Ltd.
Caledonian House, Mary Street
PO Box 1043
George Town, Grand Cayman, Cayman Island

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
May 4, 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 stamped copies 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

AMENDMENT AGREEMENT RECORDATION NO

17348-H
FILED

in respect of

MAY 4 '99

3-45 PM

Pass Through Trust Certificates, Series 1991-1

AMENDMENT AGREEMENT (this "Amendment Agreement") dated as of August 3, 1998 among (a) CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), and (b) ALTOONA LOCOMOTIVE LEASE CO, LTD, BRENTWOOD LOCOMOTIVE LEASE CO., LTD, and HOLLIDAYSBURG LOCOMOTIVE LEASE CO, LTD, each a Cayman Islands corporation (collectively, the "Lessors")

RECITALS

WHEREAS, each of the Lessors and the Company as lessee have entered into three separate Lease Agreements (designated as Conrail 1991-A, Conrail 1991-B and Conrail 1991-C, respectively), each dated as of May 29, 1991 and each supplemented by a Lease Supplement No 1 dated May 29, 1991 (such Lease Agreements, as so supplemented, being hereinafter collectively referred to as the "Lease Agreements"), and

WHEREAS, each of the Lessors and the Company wish to amend the respective Lease Agreements

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 Section 7(e) of each of the Lease Agreements is hereby amended to read as follows

"(e) Possession Lessee shall 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 or Potential Event of Default shall have occurred and be continuing, and so long as the action to be taken does not and will not contemplate, permit, require, or result in the transfer of Lessor's ownership of or title to any Item of Equipment, or adversely affect the Indenture Trustee's rights under the Indenture or the availability to Lessor or the Indenture Trustee of benefits under 11 U S C § 1168 or any successor provision with respect to the Items of Equipment, Lessee

may, without the prior written consent of Lessor, sublease any item of Equipment to, or permit its use by, any user organized or incorporated in the United States of America (or any state thereof or the District of Columbia), upon lines of a railroad owned or operated by Lessee or such user or by a railroad company or companies organized or incorporated in the United States of America (or any state thereof or the District of Columbia), or over which Lessee, such user, or such railroad company or companies have trackage right or rights for operation of their trains, and upon the lines of railroads of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only upon and subject to all the terms and conditions of this Lease, provided, further, that (i) such sublease or use shall not continue beyond the end of the Term, (ii) Lessor's prior written consent, not to be unreasonably withheld, shall be obtained for any sublease or use (other than to or by an Affiliate) that is for a term longer than 12 months, (iii) such sublease or other agreement related to use shall by its terms prohibit the sublessee or user from locating an Item of Equipment outside the area comprised of the United States and Canada, (iv) the rights of any transferee who receives possession by reason of a sublease or use permitted by this Section 7(e) shall be subject and subordinate to, and any sublease or other agreement related to use permitted by this Section 7(e) shall by the terms therein contained be made expressly subject and subordinate to, all the terms of this Lease and the Indenture, and (v) Lessee shall furnish to Lessor and the Indenture Trustee a copy of any such sublease or other agreement related to use promptly after its execution. No such sublease or other relinquishment of possession of any Item of Equipment shall in any way discharge or diminish any of Lessee's obligations to Lessor and the Indenture Trustee hereunder or under any other Operative Document for which obligations Lessee shall be and remain primarily liable as a principal and not as a surety "

ARTICLE II

MISCELLANEOUS

SECTION 2.1 Except as amended hereby, the Operative Documents (as such term is defined in the Lease Agreements) 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 conveyance, transfer, lease or sublease described in or contemplated by 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 2.2 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 2.3. This Amendment Agreement shall be construed in accordance with and governed by the laws of Japan

SECTION 2.4 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

ALTOONA LOCOMOTIVE LEASE CO., LTD

By _____
Name
Title:

BRENTWOOD LOCOMOTIVE LEASE CO., LTD.

By _____
Name
Title:

HOLLIDAYSBURG LOCOMOTIVE LEASE CO , LTD.

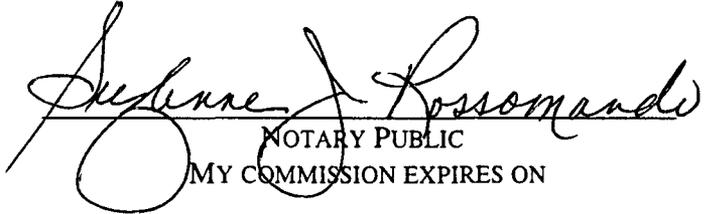
By _____
Name
Title:

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

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

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

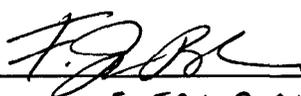
CONSOLIDATED RAIL CORPORATION

By _____

Name:

Title:

ALTOONA LOCOMOTIVE LEASE CO., LTD.

By  _____

Name: F. JAN BLAUSTEIN

Title: PRESIDENT

BRENTWOOD LOCOMOTIVE LEASE CO.,
LTD.

By  _____

Name: F. JAN BLAUSTEIN

Title: PRESIDENT

HOLLIDAYSBURG LOCOMOTIVE LEASE CO.,
LTD.

By  _____

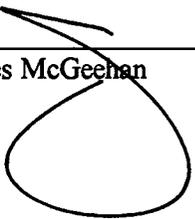
Name: F. JAN BLAUSTEIN

Title: PRESIDENT

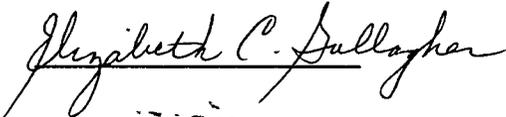
CERTIFICATION OF SIGNATURE

I, James McGeehan, Corporate Secretary of Consolidated Rail Corporation ("Conrail"), do hereby certify that the attached is a true and correct copy of the signature of F. J. Blaustein, President of Brentwood Locomotive Lease Co , Ltd. as received by Conrail

Sworn to and subscribed this
27th day of April, 1999


James McGeehan

ATTEST

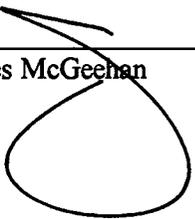


Elizabeth C. Gallagher
City of Philadelphia, Philadelphia County
My Commission Expires May 31, 2000

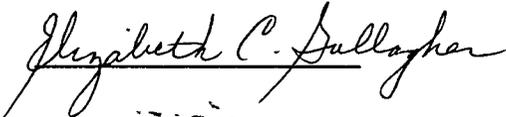
CERTIFICATION OF SIGNATURE

I, James McGeehan, Corporate Secretary of Consolidated Rail Corporation ("Conrail"), do hereby certify that the attached is a true and correct copy of the signature of F. J. Blaustein, President of Brentwood Locomotive Lease Co , Ltd. as received by Conrail

Sworn to and subscribed this
27th day of April, 1999


James McGeehan

ATTEST

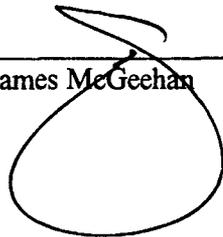


Elizabeth C. Gallagher
City of Philadelphia, Philadelphia County
My Commission Expires May 31, 2000

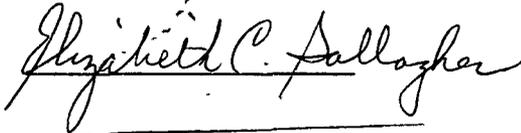
CERTIFICATION OF SIGNATURE

I, James McGeehan, Corporate Secretary of Consolidated Rail Corporation
("Conrail"), do hereby certify that the attached is a true and correct copy of the signature of F. J.
Blaustein, President of Hollidaysburg Locomotive Lease Co., Ltd. as received by Conrail

Sworn to and subscribed this
27th day of April, 1999


James McGeehan

ATTEST



NOTARIAL SEAL
ELIZABETH C. GALLAGHER, Notary Public
City of Philadelphia, Phila County
My Commission Expires May 31, 1999