

MORGAN, LEWIS & BOCKIUS

PHILADELPHIA
LOS ANGELES
MIAMI
LONDON
FRANKFURT

COUNSELORS AT LAW
2000 ONE LOGAN SQUARE
PHILADELPHIA, PENNSYLVANIA 19103-6993
TELEPHONE (215) 963-5000
FAX (215) 963-5299

WASHINGTON
NEW YORK
HARRISBURG
SAN DIEGO
BRUSSELS
TOKYO

STEPHEN A. JANNETTA
DIAL DIRECT (215) 963-5092

1-220A016

August 8, 1991

VIA HAND DELIVERY

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
Twelfth Street and
Constitution Avenue, N.W.
Washington, D.C. 20423

17349 E
RECORDED & INDEXED

AUG 8 1991 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

AUG 6 10 27 AM '91

Re: **Lease Agreement, dated as of May 29, 1991, between Hollidaysburg Locomotive Lease Co., Ltd. and Consolidated Rail Corporation filed with the Commission on May 29, 1991 under Recordation Number 17349**

Dear Mr. Strickland:

Enclosed for filing and recordation under Section 11303 of Title 49 of the United States Code are an original and two originally executed counterparts of a Lease Supplement No. 2, dated as of July 1, 1991 ("Lease Supplement No. 2"), between Hollidaysburg Locomotive Lease Co., Ltd., as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee").

The primary document to which the Lease Supplement No. 2 relates is a Lease Agreement, dated as of May 29, 1991, between the Lessor and the Lessee, which was filed with the Commission on May 29, 1991, at 12:45 p.m., under Recordation Number 17349.

The names and addresses of the parties to Lease Supplement No. 2 are as follows:

Lessor:
Hollidaysburg Locomotive Lease Co., Ltd.
Caledonian House
P.O. Box 1043
Mary Street
George Town, Grand Cayman
Cayman Islands

MORGAN, LEWIS & BOCKIUS

Mr. Sidney L. Strickland
August 8, 1991
Page 2

Lessee:
Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, PA 19103

Lease Supplement No. 2 provides for the correction of a typographical error in Section 19 of the Lease.

A check for Fifteen Dollars (\$15.00) is enclosed for fees associated with filing and recording Lease Supplement No. 2 with the Commission. Please stamp and return the original and any extra copies of Lease Supplement No. 2 not needed for recordation to me at the following address:

Stephen A. Jannetta, Esq.
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

If you have any questions with respect to this filing, please call me.

Very truly yours,


Stephen A. Jannetta

/mh
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/8/91

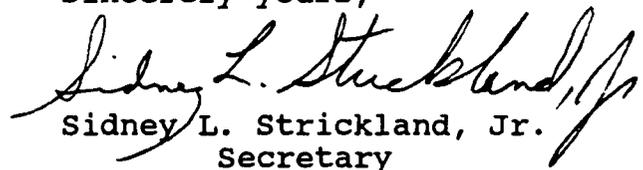
OFFICE OF THE SECRETARY

Stephen A. Jannetta, Esq.
Morgan, Lewis, Bockius
2000 One Logan Square
Philadelphia, Pa. 19103

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/8/91 at 10:30am, and assigned recordation number(s) 17348-E, 17349-E & 17350-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17342 E
REGISTRATION NO. FILED 145

AUG 8 1991 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

[EXECUTION COPY]

LEASE SUPPLEMENT NO. 2 (CONRAIL 1991-A)

Between

HOLLIDAYSBURG LOCOMOTIVE LEASE CO., LTD.,
as Lessor

and

CONSOLIDATED RAIL CORPORATION,
as Lessee

Ten General Electric Dash 8-40CW
Diesel Electric Locomotives

Dated as of July 1, 1991

CERTAIN RIGHTS, TITLE AND INTEREST ON THE PART OF HOLLIDAYSBURG LOCOMOTIVE LEASE CO., LTD. IN AND TO THE ITEMS OF EQUIPMENT DESCRIBED IN THIS LEASE SUPPLEMENT NO. 2 HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF U.S. TRUST COMPANY OF CALIFORNIA, N.A., AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CONRAIL 1991-A) DATED AS OF MAY 29, 1991. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT NO. 2 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. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY U.S. TRUST COMPANY OF CALIFORNIA, N.A., AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on _____, 1991, at _____, recordation number _____, and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1991, at _____.

LEASE SUPPLEMENT NO. 2 (CONRAIL 1991-A), dated as of July 1, 1991, between HOLLIDAYSBURG LOCOMOTIVE LEASE CO., LTD., a corporation formed under the laws of the Cayman Islands ("Lessor"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Agreement (Conrail 1991-A), dated as of May 29, 1991 (herein called the "Lease Agreement"), as supplemented by that certain Lease Supplement No. 1 (Conrail 1991-A) between the Lessor and the Lessee, dated May 29, 1991 (herein called "Lease Supplement No. 1"), pursuant to which Lessor has delivered and leased to Lessee, and Lessee has accepted and leased from Lessor, ten General Electric Dash 8-40CW Diesel Electric Locomotives, bearing Lessee's road numbers 6140 through 6149 inclusive (the "Items of Equipment"). All capitalized terms used herein without definition shall have the meanings specified in Appendix X to the Lease Agreement.

WHEREAS, the Lease Agreement and Lease Supplement No. 1 were filed for recordation with the Interstate Commerce Commission on May 29, 1991, at 12:45 p.m., Recordation Numbers 17349 and 17349-B, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on May 30, 1991.

WHEREAS, pursuant to a Pass Through Trust Agreement (Conrail 1991-1), dated as of May 29, 1991, between U.S. Trust Company of California, N.A., as Pass Through Trustee and the Lessee, a Pass Through Trust was created, and certain Pass Through Trust Certificates were executed and authenticated, to facilitate the financing of the acquisition by Lessor of the Items of Equipment.

WHEREAS, concurrently with the execution and delivery of the Lease Agreement and Lease Supplement No. 1, Lessor entered into a Trust Indenture and Security Agreement (Conrail 1991-A), dated as of May 29, 1991, to provide for the issuance to the Pass Through Trustee of certain secured promissory notes, the proceeds of which were applied, together with other funds contributed by the Lessor, to effect Lessor's purchase of the Items of Equipment.

WHEREAS, it has come to the attention of Lessor and Lessee that the text of the fourth sentence of Section 19 of the Lease Agreement, which describes certain payment obligations of Lessor and Lessee following a sale of the Items of Equipment by Lessor, contains a typographical error such that the aforesaid Section 19 is defective and does not comport with the understanding and intent of Lessor and Lessee in entering into the Lease Agreement (and also conflicts with the correct description of

such payment obligations as contained in the Offering Circular related to the offering of the Pass Through Trust Certificates).

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement in order to correct the aforesaid typographical error, in order to cure such defective provision.

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

1. The fourth sentence of Section 19 of the Lease Agreement is hereby amended in its entirety to read as follows: "Upon the sale of the Items of Equipment by Lessor, Lessee shall pay to Lessor an amount equal to the Selling Costs and all other amounts of Supplemental Rent then due to Lessor from Lessee and unpaid and Lessor shall pay to Lessee the proceeds of such sale but only to the extent such proceeds do not exceed the Deficiency Payment."

2. This instrument is executed, and shall be considered, as an amendment and supplement to the Lease Agreement, and shall form a part thereof, and the provisions of the Lease Agreement, as supplemented by Lease Supplement No. 1 and as further supplemented and amended by this Lease Supplement No. 2, are hereby ratified and confirmed in all respects.

3. This Lease Supplement No. 2 may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Lease Supplement No. 2, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Lease Supplement No. 2, but all of such counterparts together shall constitute one instrument.

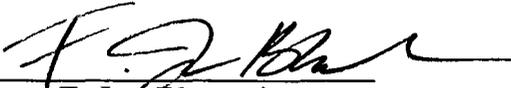
4. This Lease Supplement No. 2 has been delivered in Philadelphia, Pennsylvania. It shall in all respects be governed by, and construed in accordance with, the laws of Japan, including all matters of construction, validity and performance.

5. The parties hereto agree that certain rights, title and interest of Lessor in and to the Items of Equipment described in this Lease Supplement No. 2 have been assigned to and are subject to a lien and security interest in favor of U.S. Trust Company of California, N.A., as Indenture Trustee, under the Indenture. To the extent, if any, that this Lease Supplement No. 2 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. 2 may be created through the transfer or possession of any counterpart other than the original counterpart that contains the receipt therefor executed by U.S. Trust Company of California, N.A., as Indenture Trustee, on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 2 to be duly executed as of the day and year first above written.

LESSOR

HOLLIDAYSBURG LOCOMOTIVE
LEASE CO., LTD.

By: 
Name: F. Jan Blaustein
Title: President

LESSEE

CONSOLIDATED RAIL CORPORATION

By: _____
Name: Thomas J. McGraw
Title: Director - Financing

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 2 to be duly executed as of the day and year first above written.

LESSOR

HOLLIDAYSBURG LOCOMOTIVE
LEASE CO., LTD.

By: _____
Name: F. Jan Blaustein
Title: President

LESSEE

CONSOLIDATED RAIL CORPORATION

By:  _____
Name: Thomas J. McGraw
Title: Director - Financing

STATE OF CALIFORNIA :

SS

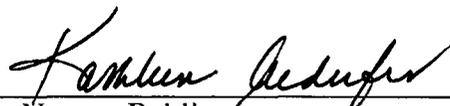
COUNTY OF SAN FRANCISCO:

On this, the 21st day of July, 1991, before me, a notary public, personally appeared F. Jan Blaustein, to me personally known, who being by me duly sworn, says that she is the President of Hollidaysburg Locomotive Lease Co., Ltd., that said instrument was executed on July 21, 1991 on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this
21st day of July, 1991.

(NOTARIAL SEAL)




Notary Public

My Commission Expires: 10.17.93

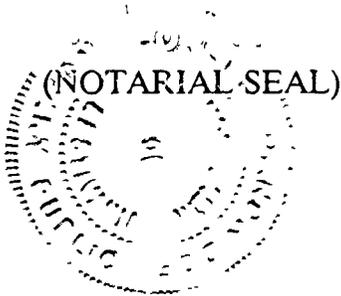
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 30th day of July, 1991, before me, a notary public, personally appeared Thomas J. McGraw, to me personally known, who being by me duly sworn, says that he is the Director - Financing of Consolidated Rail Corporation, that said instrument was executed on July 30, 1991 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this
30th day of July, 1991.



Loretta Dandridge
Notary Public

My Commission Expires:

NOTARIAL SEAL
LORETTA DANDRIDGE, Notary Public
City of Philadelphia, Phila County
My Commission Expires Aug. 27, 1994