

6769-C

RECORDATION NO. _____ Filed & Recorded

MAR 14 1973 - 1 30 PM

AMENDATORY AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Amendatory Agreement, dated as of the 29th day of December, 1972 among Pullman Incorporated (Pullman-Standard division), a Delaware corporation, (hereinafter called the Vendor), CFSC Leasing Corporation, a Connecticut corporation sometimes called "CFSC Leasing Corp." in the documents hereinafter referred to, (hereinafter called CFSC), George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the Property of Penn Central Transportation Company, (Debtor), (hereinafter called the Lessee), and The City National Bank of Connecticut, a National banking association under the laws of the United States of America, (hereinafter called the Bank),

WITNESSETH THAT:

WHEREAS, by a Conditional Sale Agreement, dated as of October 9, 1972 and filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 11, 1972, Recordation No. 6769-A, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on

October 11, 1972, as amended by an Amendatory Agreement dated as of October 15, 1972 and filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 27, 1972, Recordation No. 6769-C, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 26, 1972, (which Conditional Sale Agreement, as so amended, is hereinafter called the Conditional Sale Agreement), the Vendor agreed to construct, sell and deliver to CFSC and CFSC agreed to purchase the railroad equipment described in Annex B thereto, (hereinafter called the Equipment); and

WHEREAS, by a Lease of Railroad Equipment, (hereinafter called the Lease), dated October 9, 1972 and filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 11, 1972, Recordation No. 6769, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 11, 1972, the Vendee leased to George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the property of Penn Central Transportation Company, (Debtor), the Equipment; and

WHEREAS, by a Collateral Assignment of Lease and Agreement, (hereinafter called the Assignment), dated as of October 9, 1972 and filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 27, 1972, Recordation No. 6769-B, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 26, 1972, CFSC assigned to the Vendor as collateral security for payment and performance of the Vendee's obligations under the Conditional Sale Agreement all of the Vendee's right, title and interest as Lessor under the Lease, together with all rights, powers, privileges, and other benefits of the Vendee as Lessor under the Lease; and

WHEREAS, the Vendor and the Lessee have heretofore entered into a Warranty Agreement, (hereinafter called the Warranty Agreement), dated October 9, 1972; and

WHEREAS, CFSC has by a Bill of Sale of even date herewith transferred its interests in the Equipment to the Bank; and

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement, the Lease, the Assignment and the Warranty Agreement so as to set forth such change in ownership of the Equipment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows effective as of the 29th day of December, 1972:

1. The Conditional Sale Agreement is hereby amended by changing the name of the Vendee therein from CFSC to the Bank. Hereafter the Bank will have all of the rights and all of the obligations of the Vendee under the Conditional Sale Agreement. The Conditional Sale Agreement is hereby further amended by deleting in their entirety the words "in substantially the form annexed hereto as Annex D" appearing in the fifth and sixth lines of the second WHEREAS clause appearing on page 1 thereof. The Conditional Sale Agreement, as amended by this Agreement, shall remain in full force and effect.

2. The Lease is hereby amended by changing the name of the Vendee therein as Lessor from CFSC to the Bank. Hereafter the Bank will have all of the rights and all of the obligations of the Vendee as Lessor under the Lease. The Lease, as amended by this Agreement, shall remain in full force and effect.

3. The Assignment is hereby amended by changing the name of the Vendee therein as Assignor from CFSC to the Bank.

Hereafter the Bank shall have all of the obligations of CFSC under the Assignment. The Assignment, as amended by this Agreement, shall continue in full force and effect.

4. The Warranty Agreement is hereby amended by changing the name of the Vendee therein as Lessor from CFSC to the Bank. The Warranty Agreement, as amended by this Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

ATTEST:

William O'Leary
Assistant Secretary

PULLMAN INCORPORATED
(Pullman-Standard Division)

By Stanley Brown
Vice President

ATTEST:

W. J. Johnson
Secretary

CFSC LEASING CORPORATION

By W. J. Steel
President

WITNESS:

W. J. Johnson
Assistant Secretary

GEORGE P. BAKER, RICHARD C. BOND,
AND JERVIS LANGDON, JR., TRUSTEES
OF THE PROPERTY OF PENN CENTRAL
TRANSPORTATION COMPANY, DEBTOR

By W. J. Johnson
VICE PRESIDENT

ATTEST:

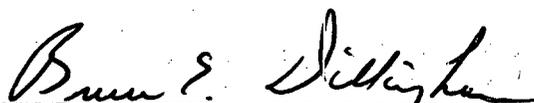
W. J. Johnson

THE CITY NATIONAL BANK OF CONNECTICUT

By Francis V. Stone

STATE OF CONNECTICUT)
) ss. Bridgeport
COUNTY OF FAIRFIELD)

On this 1st day of February , 1973, before me personally appeared W. A. Thiel , to me personally known, who, being by me duly sworn, says that he is President of CFSC LEASING CORPORATION, that the seal affixed to the Amendatory Agreement is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of said Amendatory Agreement was the free act and deed of said corporation.



Bruce E. Dillingham
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS.
CITY AND COUNTY OF PHILADELPHIA)

On this *12th* day of *March*, 1973, before me personally appeared *W. R. DIVINE*, to me personally known, who, being by me duly sworn said that he is VICE PRESIDENT of the Trustees of the Property of Penn Central Transportation Company, Debtor, that the foregoing Amendatory Agreement was signed on this day by him on behalf of and by authority of the Trustees of the Property of Penn Central Transportation Company, Debtor, and he acknowledged that the execution of said Amendatory Agreement was the free act and deed of said Trustees.

Paul T. MacIntire

PAUL T. MacINTIRE

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires October 4, 1976

STATE OF CONNECTICUT)
) ss. Bridgeport
COUNTY OF FAIRFIELD)

On this 1st day of February, 1973, before me personally appeared Francis V. Stosse, to me personally known, who by me duly sworn, says that he is President of The City National Bank of Connecticut, that one of the seals affixed to the foregoing Amendatory Agreement is the seal of said Bank, that said Amendatory Agreement was signed and sealed on behalf of said Bank and he acknowledged the execution of said Amendatory Agreement was the free act and deed of said Bank.



Bruce E. Dillingham
Notary Public