

RECORDATION NO. 7767-C Filed & Recorded

MAY 15 1975 - 11 50 AM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT, dated as of April 1,

1975, among Pullman Incorporated (Pullman-Standard division) (hereinafter called the Builder), United States Trust Company of New York (hereinafter called the Owner-Trustee), as Trustee under a Trust Agreement dated as of December 1, 1974, with General Electric Credit Corporation, Southern Railway Company, and Mercantile-Safe Deposit and Trust Company, as agent (hereinafter called the Vendor).

WHEREAS the parties hereto have entered into a Conditional Sale Agreement dated as of December 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Original Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 10, 1975, at 1:25 p.m., and was assigned recordation number 7767;

WHEREAS the Original Conditional Sale Agreement has been amended by an Amendment Agreement dated as of February 1, 1975 (the Original Conditional Sale Agreement, as so amended, being hereinafter called the Conditional Sale Agreement);

WHEREAS the Conditional Sale Agreement has been assigned by the Builder to the Vendor pursuant to an Agreement and Assignment dated as of December 1, 1974 (hereinafter called the Assignment); and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Article 17 of the Conditional Sale Agreement is hereby amended to substitute the words "event of default" for the words "Event of Default" in the two places where said words appear in the penultimate paragraph thereof.

2. Except as hereby amended, the Conditional Sale Agreement shall remain in full force and effect.

3. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

4. The Owner-Trustee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

5. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting

but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

PULLMAN INCORPORATED
(Pullman-Standard division),

by *Thomas Glaser*
Vice President

[Corporate Seal]

Attest:
J. F. Rezel
Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as trustee,

by *Robert J. [Signature]*
Vice President

[Corporate Seal]

Attest:
Gene R. Socca
Assistant Secretary

SOUTHERN RAILWAY COMPANY,

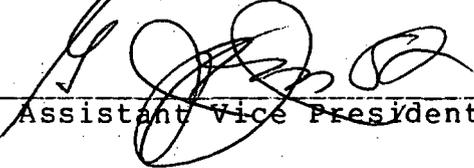
by *K. A. Stoeber*
Vice President

[Corporate Seal]

Attest:
Malcolm D. Edwards
Assistant Secretary

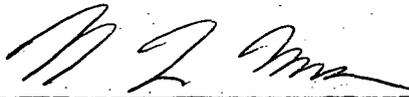
MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by


Assistant Vice President 

[Corporate Seal]

Attest:


Corporate Trust Officer

STATE OF ILLINOIS,)
) SS.:
COUNTY OF COOK,)

On this *21st* day of April 1975, before me personally appeared *Thomas P. Glaser* to me personally known, who being by me duly sworn, says that he is Vice President of Pullman Incorporated (Pullman-Standard division), that one of the seals affixed to the foregoing instrument 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 the foregoing instrument was the free act and deed of said corporation.

Hollis E. Zink

Notary Public

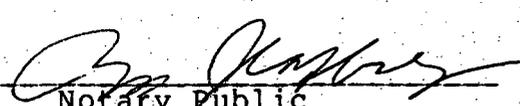
[Notarial Seal]

My Commission expires *May 7, 1978*

DISTRICT OF COLUMBIA,) ss.:

On this *16th* day of April 1975, before me personally appeared *K. A. STOECKER*, to me personally known, who being by me duly sworn, says that he is

VICE PRESIDENT of Southern Railway Company, that one of the seals affixed to the foregoing instrument 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 the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

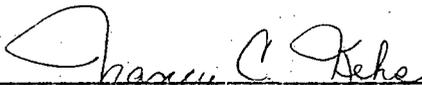
My Commission expires

June 14, 1978

PHILIP J. CAFFREY
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 14, 1978

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 23rd day of April 1975, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument 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 the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission expires July 1, 1978

I WAS COMMISSIONED AS
NANCY C. SCHMIDT