

CRAVATH, SWAINE & MOORE

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TELEX

RCA 233863
WUD 125547
WUI 620976

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CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

RECORDATION NO. 13137-D
FILED 1981

JUL - 6 1981 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

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JOHN W. WHITE
JOHN E. BEERBOWER

No. 1-187AL30
Date JUL 7 1981
Fee \$ 10.00 TM

July 3, 1981

ICC Washington, D. C.

Amendment Agreement Dated as of June 12, 1981
Amending Conditional Sale Agreement Filed Under
Recordation No. 13137

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Maine Central Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement dated as of June 12, 1981, among Maine Central Railroad Company, as Lessee, General Electric Credit Corporation, as Owner, The Connecticut Bank and Trust Company, as Trustee, Mercantile-Safe Deposit and Trust Company, as Agent, and Whittaker Corporation, Berwick Forge and Fabricating Division, as Original Investor.

The Amendment Agreement amends a Conditional Sale Agreement dated as of May 1, 1981, previously filed and recorded with the Interstate Commerce Commission on June 12, 1981, at 2:25 p.m., Recordation Number 13137.

The Amendment Agreement amends the Conditional Sale Agreement to provide for the adjustment of rentals and Casualty Values under the Lease for the benefit of the Lessee.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 13137-D.

JUL 6 10 53 AM '81
RECEIVED

*Ms Lee
Thank this
is 13137-D*
Counterpart - D. J. E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for Maine Central
Railroad Company

Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

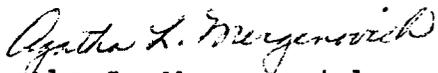
OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

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 7/6/81 at 11:00AM, and assigned re-
recording number(s). 13137-D

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 1337-D
FEB 1982

JUL - 6 1981 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

no #s

AMENDMENT AGREEMENT dated as of June 12, 1981, among (i) MAINE CENTRAL RAILROAD COMPANY, a Maine corporation (the "Lessee"); (ii) GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation (the "Owner"); (iii) THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not individually but solely in its capacity as trustee (the "Trustee") under a Trust Agreement dated as of May 1, 1981 (the "Trust Agreement") with the Owner; (iv) MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"); and (v) WHITTAKER CORPORATION, BERWICK FORGE AND FABRICATING DIVISION (the "Original Investor").

WHEREAS, the Trustee, the Agent, the Owner, the Lessee and the Original Investor have entered into a Participation Agreement dated as of May 1, 1981 (the "Participation Agreement") pursuant to which the Owner will finance a portion of the cost of Equipment referred to in the Participation Agreement;

WHEREAS, the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of May 1, 1981 (the "Lease");

WHEREAS, the Trustee and the Agent have entered into a Conditional Sale Agreement dated as of May 1, 1981 (the "CSA");

WHEREAS, the CSA was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 12, 1981, and was assigned recordation number 131-37-B;

WHEREAS, the Lessee and the Owner have entered into an Indemnity Agreement dated as of May 1, 1981 (the "Indemnity Agreement") which, among other things, provides for the adjustment of rentals and Casualty Values under the Lease following changes in the tax law, as more fully described in Section 7 of the Indemnity Agreement;

WHEREAS, in order to more fully allow any benefit of such adjustments to be realized by the Lessee, the parties hereto desire to modify the Participation Agreement and the CSA as hereinafter set forth;

WHEREAS, the execution hereof by the Owner shall constitute the written request of the Owner specified in Section 8.01(ii) of the Trust Agreement;

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

1. Notwithstanding any provision of the Participation Agreement to the contrary in the event that the amount of rentals and Casualty Values under the Lease may not be adjusted following a change in law specified in Section 7 of the Indemnity Agreement because such adjustments would cause such amounts to be less than amounts sufficient to satisfy the obligations of the Trustee under the CSA (notwithstanding any limitation of liability contained therein), then, upon the written request of the Lessee, the Owner agrees to cause an additional investment (the "Additional Investment") to be made in the Equipment subject to the Lease by making funds available to the Trustee under the Trust Agreement for such purpose. Notwithstanding Section 4.7 or any other provision of the CSA to the contrary, any Additional Investment shall be applied in prepayment of the CSA Indebtedness (as such term is defined in the CSA) and shall cause each succeeding payment of CSA Indebtedness made pursuant to Section 4.4 of the CSA to be proportionately reduced in the same proportion as the amount of the Additional Investment bears to the total CSA Indebtedness unpaid and outstanding at the time such Additional Investment is made. Any Additional Investment together with such prepayment shall be made on the rental payment date under the Lease occurring on or next succeeding the date the Additional Investment is received by the Trustee. In connection with such prepayment, adjustments in the amount of rentals and Casualty Values under the Lease shall be made as provided in Section 7 of the Indemnity Agreement. Notwithstanding the foregoing the Owner shall not be obligated to make any Additional Investment if the amount of such Additional Investment plus the total amount of investments made by the Owner on the Closing Dates under the CSA and of any prior Additional Investments shall exceed \$2,930,000.

2. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

3. Except as modified hereby, the Participation Agreement and the CSA shall remain unaltered and in full force and effect.

4. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

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.

MAINE CENTRAL RAILROAD COMPANY

By John F. Shultz

[Corporate Seal]

Attest:

Stanley W. Watson

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee

By [Signature]

[Corporate Seal]

Attest:

B. Kauch

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By [Signature]
ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:

A. Palmer
Asst. Corporate Trust Officer

GENERAL ELECTRIC CREDIT CORPORATION

By [Signature]
Daniel C. Cooney
Manager - Operations

[Corporate Seal]

Attest:

Raymond W. [Signature]

WHITTAKER CORPORATION, BERWICK FORCE AND FABRICATING DIVISION

By Howard E. McKenna

[Corporate Seal]

Attest:

Peter C. Bayne

STATE OF MAINE)
 : SS.:
COUNTY OF *Cambridge*)

On this *23rd* day of June, 1981, before me personally appeared *John S. Berity*, to me personally known, who being by me duly sworn, says that he is *President* of MAINE CENTRAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Sandra H. Schultz

Notary Public

[Notarial Seal]

My Commission Expires: *November 27, 1981.*

STATE OF CONNECTICUT)
 : SS.:
COUNTY OF FAIRFIELD)

On this *17* day of June, 1981, before me personally appeared *D. C. Cooney*, to me personally known, who being by me duly sworn, says that he is *Mgr. Operations* of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Anna Marie Delahunt

Notary Public

ANNA MARIE DELAHUNT
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]

My Commission Expires:

STATE OF *Pennsylvania*)
COUNTY OF *Columbia*) : ss.:

On this *25th* day of June, 1981, before me personally appeared *Howard C. McKinnon*, to me personally known, who being by me duly sworn, says that he is *Vice President* of WHITTAKER CORPORATION, BERWICK FORGE AND FABRICATING DIVISION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

Evelyn A. Schmidt

Notary Public

[Notarial Seal]

My Commission Expires:

EVELYN A. SCHMIDT, NOTARY PUBLIC
BERWICK BORO, COLUMBIA COUNTY
MY COMMISSION EXPIRES DEC. 10, 1984
Member, Pennsylvania Association of Notaries