

GOODWIN, PROCTER & HOAR
COUNSELLORS AT LAW

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BOSTON, MASS. 02109

AREA CODE 617 523-5700

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TELEX 94-0640

August 27, 1973

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Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
12th and Constitution Avenues
Washington, D. C. 20423

RECEIVED NO. _____

SEP 10 1973 -9 10 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Please refer to (1) Conditional Sale Agreement dated as of October 15, 1968 among Lease Financing Corporation, New England Merchants Financial Corporation and Penn Central Company, filed with your office on December 27, 1968, recordation No. 6041; and (2) Lease of Railroad Equipment dated as of October 15, 1968 between New England Merchants Financial Corporation and Penn Central Company, also filed with your office on December 27, 1968, recordation No. 6042.

Effective February 16, 1973, the corporate name of New England Merchants Financial Corporation, a Massachusetts corporation, was changed to New England Merchants Leasing Corporation. I am enclosing two copies of the Massachusetts Articles of Amendment effecting this change of corporate name, each certified by the Secretary of the Commonwealth of Massachusetts.

I was told by your office by telephone today that I should submit this letter in triplicate with two certified copies of the Articles of Amendment evidencing the change of corporate name, plus a \$15.00 filing fee in order to reflect properly the change of corporate name in your office.

INTERSTATE
COMMERCE COMMISSION
RECEIVED

RECORDATION No. 6042-A

(Filed pursuant to the
Provisions of Section 20c
Interstate Commerce Act)

AUG 29 1973
ADMINISTRATIVE SERVICES
G MAIL BRANCH

GOODWIN, PROCTER & HOAR

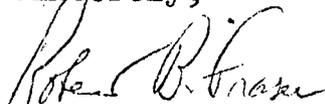
-2-

Mr. Robert L. Oswald
Secretary

August 27, 1973

Please acknowledge receipt of this letter, of the certified Articles of Amendment and of the \$15.00 filing fee by appropriate notation on the third copy of this letter and return the same to me in the stamped self-addressed envelope enclosed for the purpose.

Sincerely,


Robert B. Fraser

RBF/am

Enc.

JAN 6 1986 -3 25 PM

AGREEMENT

INTERSTATE COMMERCE COMMISSION

WHEREAS, The Fidelity Bank, as assignee of Lease Financing Corporation ("Vendor"), New England Merchants Leasing Corporation B-10, as successor to New England Merchants Financial Corporation ("Lessor") and the National Railroad Passenger Corporation, as successor to Penn Central Company ("Guarantor") are parties to a Conditional Sale Agreement dated as of October 15, 1968 ("Agreement"); and

WHEREAS, the Guarantor leases certain units of Railroad Equipment from Lessor pursuant to a Lease of Railroad Equipment dated as of October 15, 1968 ("Lease"); and

WHEREAS, Lessor is indebted to Vendor for the Purchase Price of such units of Railroad Equipment under the Agreement and, to secure such indebtedness, Vendor holds a security interest in such units of Railroad Equipment; and

WHEREAS, Guarantor has notified Vendor and Lessor that all units of Railroad Equipment have suffered a Casualty Occurrence or reached Economic Obsolescence under the Agreement and the Lease; and

WHEREAS, Lessor has notified Vendor that it wishes to prepay the outstanding indebtedness due under the Agreement;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Vendor, Lessor and Guarantor hereby agree as follows:

(1) Notwithstanding any provision of Section 5 of the Agreement to the contrary, the Lessor may pay to Vendor any prepayment amount under said Section 5 with respect to units of Railroad Equipment which Guarantor shall have determined to have suffered a Casualty Occurrence or reached Economic Obsolescence on either December 30, 1985 or January 3, 1986, as Lessor may elect. Such prepayment amount for such units, including interest, shall be an amount equal to \$3,593,305.05, if the payment date is December 30, 1985, and \$3,596,141.33, if the payment date is January 3, 1986.

(2) Notwithstanding any provision of Section 5 of the Agreement to the contrary, any obligation of Lessor to pay a premium in connection with the prepayment of the Conditional Sale Indebtedness as a result of a determination by Guarantor that the units to which such prepayment relates have reached Economic Obsolescence, is hereby waived.

All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Except to the extent provided herein, the undersigned hereby confirm the provisions and terms of the Agreement.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers thereunto duly authorized, and their respective corporate seals hereunto to be affixed and duly attested.

Dated as of the 30TH day of December, 1985.

THE FIDELITY BANK

ATTEST:

[Signature]
Secretary

By: [Signature]
Title: VICE PRESIDENT

NEW ENGLAND MERCHANTS LEASING CORPORATION B-10

ATTEST:

[Signature]
Assistant Secretary

By: [Signature]
David A. Meehan, Vice President

NATIONAL RAILROAD PASSENGER CORPORATION

ATTEST:

[Signature]
Secretary

By: [Signature]
Title: Executive V.P. Finance & Administration

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.:

On this 30th day of December 1985, before me personally appeared R. Fogarty, to me personally known, who, being by me duly sworn, says that he is Vice President of THE FIDELITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

John J. Gildea
Notary Public
My commission expires JOHN J. Gildea
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 23, 1986

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK ss.:

On this 26th day of December, 1985, before me personally appeared David A. Meehan, to me personally known who, being by me duly sworn, says that he is a Vice President of NEW ENGLAND MERCHANTS LEASING CORPORATION B-10 that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

Janis E. Sheppard
Notary Public
My commission expires: _____

DISTRICT OF COLUMBIA, ss.:

My Commission Expires June 22, 1990

I, John W. Freundel, Jr., a Notary Public in and for the District of Columbia, do hereby certify that Don R. Brazier who is named as attorney-in-fact for the National Railroad Passenger Corporation, personally appeared before me in said District, the said Don R. Brazier being personally well known to me as the person named attorney-in-fact in the foregoing instrument for said National Railroad Passenger Corporation, and acknowledged the foregoing to be the free act and deed of the said corporation, and delivered the same as such.

Given under my hand and seal this 19th day of December, 1985.

John W. Freundel, Jr.
Notary Public, D. C..
My commission expires: 1-1-90

[Notarial seal]