

LAW OFFICES OF

DECHERT PRICE & RHOADS

1730 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006

(202) 783-0200

3400 CENTRE SQUARE WEST
1500 MARKET STREET
PHILADELPHIA, PA. 19102
(215) 972-3400

38 SQUARE DE MEEUS, BTE 1
1040 BRUSSELS, BELGIUM
(021) 511 80 40

52 BEDFORD SQUARE
LONDON WC1B 3EX, ENGLAND
01. 631. 3383

ELEVEN BROADWAY
NEW YORK, N. Y. 10004
(212) 425-3510

ONE DENVER PLACE
SUITE 1601
999 18TH STREET
DENVER, CO. 80202
(303) 623-1777

800 NORTH THIRD STREET
HARRISBURG, PA. 17102
(717) 233-7947

RECORDATION NO. 9605-P Filed 14

JUN 27 1984 - 3 50 PM June 25, 1984

4-179A091

INTERSTATE COMMERCE COMMISSION

James H. Bayne, Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

No. _____
Date JUN 27 1984

Fee \$ 10.00

ICC Washington, D.C.

Dear Secretary Bayne:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations, I enclose for filing and recordation one original and three copies of the following document:

Third Loan Modification and Moratorium Agreement dated September 30, 1983 by and among First National Bank and Trust Company, First Peoples Bank of New Jersey, First State Bank (formerly West Side Bank), Hazelton National Bank and Girard Leasing Corporation.

This document relates to boxcars subject to a Loan Modification and Moratorium Agreement among First National Bank and Trust Company, First Peoples Bank of New Jersey, First State Bank (formerly West Side Bank), Hazelton National Bank (Lenders) and Girard Leasing Company (Debtor) dated November 19, 1980, filed with the Commission on November 21, 1980, and assigned Recordation Number 9605-J; a First Amendment to Loan Modification Agreement dated February 6, 1981, filed with the Commission February 10, 1981, and assigned Recordation Number 9605-K; and a Second Loan Modification and a Moratorium Agreement dated September 30, 1982, filed with the Commission October 29, 1982 and assigned Recordation Number 9605-0.

The names and addresses of the parties to the aforementioned document to be filed are:

(a) Lenders:

First National Bank and Trust Company
P.O. Box 391
Waynesboro, Pennsylvania 17268

First Peoples Bank of New Jersey
Cuthbert and MacArthur Drive
Haddon Township, New Jersey 08108

RECEIVED

JUN 27 3 45 PM '84

FEE OPERATION BP

I.C.C.

James H. Bayne

James H. Bayne, Secretary
June 25, 1984
Page Two

First State Bank
(formerly West Side Bank)
101 North Main Street
Scranton, Pennsylvania 18504

Hazleton National Bank
Broad and Laurel Streets
Hazleton, Pennsylvania 18201

(b) Debtor:

Girard Leasing Corporation
3 Girard Plaza
Philadelphia, Pennsylvania 19101

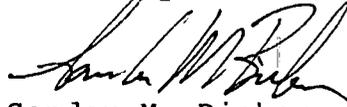
The Third Loan Modification and Moratorium Agreement relates to the following boxcars:

Fifty-One (51) 50'6" 70-ton
XM rated boxcars bearing Road
Numbers SFLC 900000-900050.

Please file the Third Loan Modification and Moratorium Agreement, cross-indexing it under the names of the Lenders and Debtor. A check is enclosed for \$10.00 as prescribed pursuant to 49 U.S.C. § 1116.3(d).

Please stamp all of the originals and copies of the Third Loan Modification and Moratorium Agreement and the attached copies of the transmittal letter with your official recording stamp. You will wish to retain one original and one copy of each document and the original of the transmittal letter for your file. Please return the remaining originals and the copies of the Third Loan Modification and Moratorium Agreement and the transmittal letter to the bearer of this letter.

Sincerely,



Sander M. Bieber

SMB:dj
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/27/84

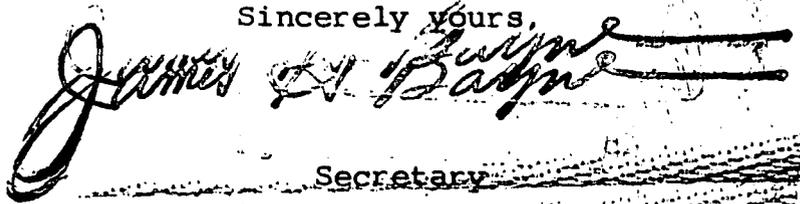
OFFICE OF THE SECRETARY

Sander M. Eieber
Dechert Price & Rhoads
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

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 6/27/84 at 3:50pm and assigned recordation number(s). 9605-P

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

JUN 27 1984 3 50 PM

INTERSTATE COMMERCE COMMISSION

THIRD LOAN MODIFICATION
AND MORATORIUM AGREEMENT

This is a THIRD LOAN MODIFICATION AND MORATORIUM AGREEMENT (the "Third Agreement") dated as of September 30, 1983 by and among FIRST NATIONAL BANK AND TRUST COMPANY, a Pennsylvania Banking Corporation with principal offices in Waynesboro, Pennsylvania ("First National"), FIRST PEOPLES BANK OF NEW JERSEY, a New Jersey banking corporation with principal offices in Haddon Township, New Jersey ("First Peoples"), FIRST STATE BANK (formerly West Side Bank), a Pennsylvania Bank with principal offices in Scranton, Pennsylvania ("First State"), and HAZELTON NATIONAL BANK, a banking corporation with principal offices in Hazelton, Pennsylvania ("Hazelton National") (First National, First Peoples, First State and Hazelton National hereinafter collectively referred to as the "Lenders") and GIRARD LEASING CORPORATION, a Pennsylvania corporation with principal offices located at Three Girard Plaza, Philadelphia, Pennsylvania ("Debtor").

BACKGROUND

A. On August 7, 1978, Debtor executed and delivered to each Lender Debtor's nonrecourse promissory note (the "Nonrecourse Notes"), the terms and conditions of which are incorporated herein by this reference, in the original

principal amounts and with principal balances and accrued interest as of the date hereof and since the dates noted below ("Last Payment Dates") as follows:

<u>Lender</u>	<u>Original Principal Amount of Note</u>	<u>Last Payment Date</u>	<u>Principal Balance Outstanding</u>	<u>Interest Outstanding September 30, 1982</u>	<u>Per Diem Interest</u>
First National	\$250,000.00	2/7/80	\$206,112.05	\$ 55,912.83	\$ 57.88
First Peoples	\$499,934.00	2/7/80	\$412,173.28	\$111,814.50	\$115.75
First State	\$300,000.00	2/7/80	\$247,354.43	\$ 68,623.76	\$ 69.46
Hazleton National	\$475,000.00	2/7/80	\$391,520.58	\$106,101.75	\$109.95

B. The proportionate participation that each Lender has in the total obligation of Debtor to Lenders evidenced by the Nonrecourse Notes is as follows:

<u>Lender</u>	<u>Proportionate Share of Total Financing</u>
First National	16.0%
First Peoples	33.0%
First State	20.0%
Hazleton National	31.0%

C. Each of the Nonrecourse Notes is secured by a security agreement and an assignment of lease of even date therewith (except for the First Peoples security agreement which is dated August 1, 1978) (said Nonrecourse Notes, Security Agreement, and Assignment of Lease being hereinafter called the "Loan Documents") evidencing Lenders' undivided pro-rated interest in fifty-two (52) boxcars and related equipment subsequently reduced to fifty-one (51) boxcars as a

result of one boxcar having been destroyed (the "Equipment") all as defined in the Loan Documents, which were in turn leased by the Debtor to National Railway Utilization Corporation, a South Carolina corporation with principal offices located at 402 Cedar Rock Street, Pickens, South Carolina 29671 ("NRUC") and Pickens Railroad Company, a South Carolina corporation with principal offices located at 402 Cedar Rock Street, Pickens, South Carolina 29671 ("PRC") as co-lessees (hereinafter collectively called the "Lessee") pursuant to a lease agreement dated July 27, 1978 supplemented by an Equipment Schedule also dated as of July 27, 1978 (the "Lease").

D. Lessee's failure to pay rent has caused the Debtor to default under each of the Nonrecourse Notes. The Lease was terminated pursuant to an Equipment Lease Termination Agreement between Debtor and Lessee and approved by Lenders dated as of November 13, 1980.

E. By Loan Modification and Moratorium Agreement dated as of November 19, 1980 and amended by First Amendment dated as of February 6, 1981 (the "First Amendment") and by a Second Loan Modification and Moratorium Agreement dated as of September 30, 1982 ("Second Agreement"), Debtor requested and Lenders agreed to modify and grant a moratorium as to the

payment of principal and interest on the Loan Documents pursuant to the terms and conditions set forth therein.

F. The First Agreement provided that on September 30, 1982 Debtor had the option to convert the Nonrecourse Notes to a term loan as set forth therein or to quitclaim its interest in the Equipment in favor of Lenders.

G. Prior to the termination of the First Agreement, Debtor determined that it was unwilling to convert the Nonrecourse Notes to a term loan as set forth in the First Agreement and, accordingly, informed Lenders that Debtor was prepared to quitclaim the Equipment to them. Lenders requested and Debtor agreed to postpone quitclaiming its interest in the Equipment and, instead, to enter into the Second Agreement providing that Debtor will assist Lender in the management and remarketing of the Equipment as set forth therein. Under the terms of the Second Agreement, if the Equipment was not sold as of September 30, 1983, then Debtor was to quitclaim the Equipment to Lenders in exchange for their unconditional release of Debtor from all obligations under the Loan Documents.

H. The Equipment has not been sold as of the date hereof and Debtor and Lender wish to extend and modify the terms and conditions of the Second Agreement as set forth herein.

-

TERMS

NOW THEREFORE, Lenders and Debtor, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Repayment of the Nonrecourse Notes. The terms of repayment of the Nonrecourse Notes are hereby modified so that, effective as of the Last Payment Date, all past due, current and future installments of principal, interest and other sums required thereunder are deferred until September 30, 1984.

2. Debtor's Assistance to Lenders. Debtor shall assist Lenders in the management and remarketing of the Equipment by becoming a clearinghouse for the selection by Lenders of storage facilities for the Equipment and for proposals regarding sale of the Equipment.

3. All Expenses For Lenders' Account. All expenses incurred in the management, maintenance, marketing and preservation of the Equipment shall be at the sole cost and expense of Lenders. Unless Debtor notifies Lenders in writing to the contrary, Debtor shall advance all such costs and expenses and thereafter submit a statement at the end of each calendar quarter for reimbursement of costs advanced.

All such statements shall be paid within thirty days of their issuance.

4. Marketing of Equipment; The Offering Price.

Debtor shall inform all prospective purchasers of railcars seeking specifications and proposals from owners that Lenders have authorized sale of the Equipment at a net price to Lenders of not less than \$5,000 per unit of Equipment, less a reasonable sales commission, payable at Closing. Terms of the sale shall be F.O.B. car storage location on the Iowa Railroad "AS IS, WHERE IS." Financing terms, if any, shall be determined among the Lenders on a case by case basis.

Debtor shall not be authorized to represent the availability of the Equipment at a price and on terms or conditions other than those set forth above unless Debtor shall be in possession of written instructions to the contrary signed by each Lender.

5. Debtor's Marketing of Railcars in Competition with Lenders. Lenders hereby acknowledge that (i) Debtor and its affiliates have equity interests in railcars and related equipment (the "Competing Equipment") similar to the Equipment referred to in this Second Agreement, (ii) Debtor will be remarketing the Competing Equipment in competition with the

Equipment, and (iii) a prospective purchaser of railcars might very possibly select the Competing Equipment rather than the Equipment. Lenders understand that in addition to price per unit, purchasers of railcars consider such factors as age, condition, UMLER value, and location of railcars. Debtor agrees that it shall inform prospective purchasers of the availability of the Equipment when it receives requests for a proposal for sale of railcars unless the Equipment does not meet the criteria set forth in said proposal.

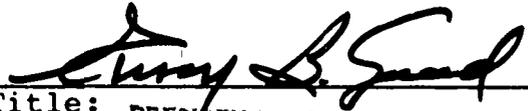
6. Termination of Second Agreement. Upon execution of this Third Agreement, the Second Agreement shall terminate and all rights and obligations thereunder shall become null and void.

7. Termination of Third Agreement. This Third Agreement shall terminate on September 30, 1984 or sooner upon the sale of the Equipment as provided in paragraph 4 hereof. In the event there is no sale of the Equipment prior to September 30, 1984, then on September 30, 1984, Debtor shall deliver to Lenders a bill of sale in the form attached hereto and marked as Exhibit "A" contemporaneously with Lenders forgiving Debtor of all remaining obligations under the Loan Documents and executing and delivering to Debtor the unconditional release attached hereto and marked as Exhibit "B".

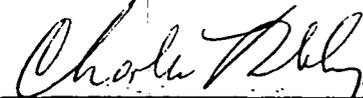
8. No Survival. Except to the extent of the nonrecourse payment obligation under the Loan Documents, none of Debtor's representations, obligations or covenants provided for in the Loan Documents continue as of the date hereof and Debtor is hereby released from any such obligations not specifically set forth in this Third Agreement.

9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

FIRST NATIONAL BANK AND TRUST COMPANY

By 
Title: PRESIDENT AND MANAGER

FIRST PEOPLES BANK OF NEW JERSEY

By 
Title: SENIOR VICE PRESIDENT

FIRST STATE BANK

By 
Title: VICE PRESIDENT

HAZELTON NATIONAL BANK

By 
Title: VICE PRESIDENT

GIRARD LEASING CORPORATION

By 
Title: VICE PRESIDENT

BILL OF SALE

GIRARD LEASING CORPORATION ("Transferor") for good and valuable consideration, receipt of which is hereby acknowledged, including but not limited to the granting of certain accommodations and rights under a Third Loan Modification and Moratorium Agreement dated as of September 30, 1983 hereby transfers and assigns to FIRST NATIONAL BANK AND TRUST COMPANY, FIRST PEOPLES BANK OF NEW JERSEY, FIRST STATE BANK and HAZELTON NATIONAL BANK, ("Transferees") AS IS, WHERE IS as their interests may appear, all of its right, title and interest in and to the following described property:

<u>PROPERTY DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>SERIAL NUMBERS</u>
-----------------------------	---------------------	-----------------------

Transferor hereby warrants that it is the lawful owner of the property identified above and that it has the right to sell the same and will warrant and defend the title to said property against the claims and demands of all persons whomtoever.

GIRARD LEASING CORPORATION

By _____
Title

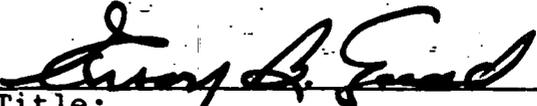
Dated:

Exhibit "A"

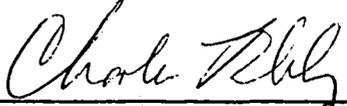
UNCONDITIONAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that FIRST NATIONAL BANK AND TRUST COMPANY, FIRST PEOPLES BANK OF NEW JERSEY, FIRST STATE BANK and HAZELTON NATIONAL BANK ("Lenders"), for good and valuable consideration, receipt of which is hereby acknowledged, and each intending to be legally bound, on behalf of themselves and their affiliates, successors and assigns, hereby remise, release, acquit and forever discharge GIRARD LEASING CORPORATION and its successors, assigns and affiliates, of and from any and all claims, actions, causes of action, proceedings, controversies and liabilities of any kind and nature arising from or related to a LOAN MODIFICATION AND MORATORIUM AGREEMENT dated as of November 19, 1980, FIRST AMENDMENT TO LOAN MODIFICATION AND MORATORIUM AGREEMENT dated as of February 6, 1981, SECOND LOAN MODIFICATION AND MORATORIUM AGREEMENT dated as of September 30, 1982, and THIRD LOAN MODIFICATION AND MORATORIUM AGREEMENT dated as of September 30, 1983, all by and between LENDERS and GIRARD LEASING CORPORATION and certain notes, security agreements and assignments of lease referred to therein.

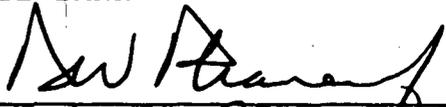
FIRST NATIONAL BANK AND TRUST COMPANY

By 
Title: PRESIDENT TRUST OFFICER

FIRST PEOPLES BANK OF NEW JERSEY

By 
Title: SENIOR VICE PRESIDENT

FIRST STATE BANK

By 
Title: VICE PRESIDENT

HAZELTON NATIONAL BANK

By 
Title: VICE PRES.

STATE OF *Pennsylvania* :
COUNTY OF *Philadelphia* :

On this *24th* day of *February*, 1983,⁴

before me appeared DOLORES J. HARMER, to me personally known,
who being by me duly sworn, says that she is the VICE PRESIDENT
of GIRARD LEASING CORPORATION, a Pennsylvania corporation,
that the foregoing instrument was signed on behalf of said
Corporation by authority of its Board of Directors, and she
acknowledged that the execution of the foregoing instrument
was and remains the free act and deed of said Corporation.



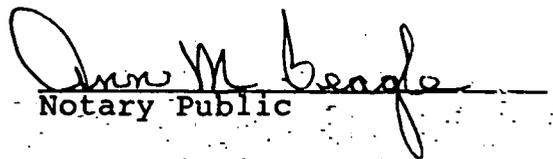
Notary Public
My Commission Expires:

[Notarial Seal]

JOHN A. DUGAN
COMMISSIONER OF DEEDS
COMMONWEALTH OF PENNSYLVANIA
My Commission Expires Dec. 31, 1986

STATE OF PENNSYLVANIA :
COUNTY OF LACKAWANNA :

On this 13th day of DECEMBER, 1983, before me appeared DAVID W. FRANKE to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of FIRST STATE BANK (formerly West Side Bank), a Pennsylvania bank, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.


Notary Public

[Notarial Seal]

My Commission Expires:
ANN M. BEAGLE, Notary Public
My Commission Expires April 21, 1986
Scranton, Lackawanna County, Pa.

STATE OF PENNSYLVANIA :
COUNTY OF FRANKLIN :

On this 1st day of DECEMBER, 1983, before me appeared ANSON B. GARD to me personally known, who being by me duly sworn, says that he is the PRESIDENT-TRUST OFFICER of FIRST NATIONAL BANK AND TRUST COMPANY, a Pennsylvania banking corporation, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.

Barbara A. Hollinger
Notary Public

[Notarial Seal]

My Commission Expires:

BARBARA A. HOLLINGER, Notary Public
Lebanon, Franklin County Pennsylvania
My Commission Expires April 13, 1987

STATE OF *New Jersey* :
COUNTY OF *Camden* :

On this *13th* day of *January*, 198*4*, before
me appeared *Charles L. Daley* to me personally known, who
being by me duly sworn, says that he is the *Treasurer*
of FIRST PEOPLES BANK OF NEW JERSEY, a New Jersey banking
corporation, that the foregoing instrument was signed on
behalf of said Corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was and remains the free act and deed
of said Corporation.

Sandra L. Davis
Notary Public

[Notarial Seal]

My Commission Expires:

SANDRA L. DAVIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 21, 1985