



RECORDATION NO. 6042-C Filed 1425

RECORDATION NO. 6041-F Filed 1425

JAN 6 1986 :3 25 PM

JAN 6 1986 :3 25 PM

INTERSTATE COMMERCE COMMISSION

January 6, 1986

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 6042-D Filed 1425

JAN 6 1986 :3 25 PM

INTERSTATE COMMERCE COMMISSION

No. 1 JAN 6 1986
Date
Fee \$...10.00.....

Washington, D. C.

Secretary
Interstate Commerce Commission
12th & Constitution Avenue
Washington, DC 20423

6-006A114

RECORDATION NO. 6041-A Filed 1425

JAN 6 1986 :3 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and one copy of the documents listed on the attachment that are to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

As indicated, these documents are amendment agreements to an equipment lease and a conditional sale agreement to terminate said lease and to prepay conditional sale debt.

We request that the agreements be cross-indexed.

The names and addresses of the parties to each document as well as recordation numbers under which the primary document is recorded are shown on the attachment.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention.

Very truly yours,

Richard I. Klein
Assistant Treasurer

RIK/ch
Enclosures

~~484 7540~~
383 3000

Charles J. Thompson
Charles J. Thompson

100 OFFICE OF
TOLSON
JAN 6 3 24 PM '86
MAIL ROOM

REGISTRATION NO. 2041-F
FORM 1425

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]
Asst. 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 Vice President
Finance & Administration

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.:

On this 30th day of December 1985, before me personally appeared R. Wojanowski, 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]