

The within Agreement has been executed in 8 counterparts  
of which this is counterpart No.1

RECORDATION NO. 5730-8 Filed & Recorded

SEP 10 1970 9 11 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of May 1, 1970, among PACIFIC CAR AND FOUNDRY COMPANY, a Washington corporation (hereinafter called the Builder), THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association (hereinafter called the Assignee), as Agent under an Agreement dated as of May 1, 1970, and PACIFIC FRUIT EXPRESS COMPANY, a Utah corporation (hereinafter called the Company.

WHEREAS the Builder and the Company have entered into a Conditional Sale Agreement dated as of May 1, 1970 (hereinafter called the Conditional Sale Agreement), pursuant to which the Builder agreed to construct, sell and deliver to the Company, and the Company agreed to purchase, the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned certain of its rights under the Conditional Sale Agreement and its right, title and interest in the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of May 1, 1970 (hereinafter called the Assignment), between the Builder and the Assignee;

WHEREAS the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce

Commission in accordance with Section 20c of the Interstate Commerce Act on July 2, 1970, at 1:55 p.m., Recordation No. 5730-A; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement to supplement Article 24 thereto;

NOW, THEREFORE, on consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Article 24 to the Conditional Sale Agreement is hereby amended by adding a new sentence at the end thereof to read as follows:

"No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Vendor and the Company."

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

3. The Company will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. Except as amended hereby, the Conditional Sale

Agreement and the Assignment shall remain unaltered and in full force and effect.

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

PACIFIC CAR AND FOUNDRY COMPANY,

[Corporate Seal]

by M. E. O'Brien  
Vice President

Attest:

R. A. Noel  
Assistant Secretary

PACIFIC FRUIT EXPRESS COMPANY,

[Corporate Seal]

by J. Santos  
President

Attest:

R. B. Evans  
Assistant Secretary

THE CHASE MANHATTAN BANK  
(National Association), as Agent,  
under the Finance Agreement

[Corporate Seal]

by J. [Signature]  
Vice President

Attest:

[Signature]  
Corporate Trust Officer

STATE OF WASHINGTON, }  
COUNTY OF KING, } ss.:

On this 27<sup>th</sup> <sup>August</sup> day of July 1970, before me personally appeared M. E. O'Byrne, to me personally known, who, being by me duly sworn, says that he is a Vice President of Pacific Car and Foundry 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.

Priscilla White  
Notary Public

My Commission Expires

July 1, 1973

[Notarial Seal]

Notary Public in and for the State  
of Washington residing at Renton.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this *8<sup>th</sup>* day of *September* 1970, before me personally  
appeared *E. H. Dayton* to me personally  
known, who, being by me duly sworn, says that he is the  
President of Pacific Fruit Express Company; that one of  
the seals affixed to the foregoing instrument is the corpo-  
rate 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.

*Elizabeth L. Galpine*  
\_\_\_\_\_  
Notary Public

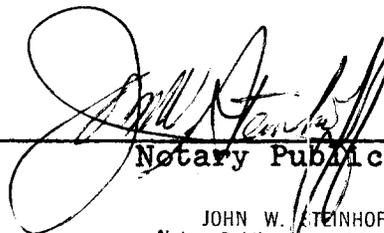
ELIZABETH L. GALPINE  
Notary Public, State of New York  
No. 30 0131300  
Qualified in Rensselaer County  
Certificate Filed in N.Y. Co. Clk's Office  
Commission Expires March 30, 1972

[Notarial Seal]

STATE OF NEW YORK, )  
COUNTY OF NEW YORK, ) ss.:

September

On this 4<sup>th</sup> day of ~~July~~ 1970, before me personally appeared J. J. O'CONNELL to me personally known, who, being by me duly sworn, says that he is a Vice President of The Chase Manhattan Bank (National Association), 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.



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Notary Public

[Notarial Seal]

JOHN W. STEINHOFF  
Notary Public, State of New York  
No. 41-3831725  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1971

**SCHEDULE B**

<u>Type</u>	<u>Builder's Specification</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Company's Road Numbers (both inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Delivery</u>
130,000 lb. nominal capacity steel-sheathed, refrigerator cars, Class R-70-22 with mechanical refrigerator systems and load protection devices	PFE 100 dated August 1, 1968	Renton, Washington	100	459301-459400	\$31,947.11	\$3,194,711	Prior to June 30, 1970, at Builder's Plant
130,000 lb. nominal capacity steel-sheathed, refrigerator cars, Class R-70-23 with mechanical refrigerator systems and load protection devices	PFE 100 dated August 1, 1968	Renton, Washington	100	459401 to 459500	\$31,947.11	\$3,194,711	Prior to June 30, 1970, at Builder's Plant