

Executed in 8 Counterparts of  
which this is Counterpart No. 2.

RECORDATION NO. 6278 Filed & Recorded

SEP 30 1971 -3 22 PM

AMENDATORY AGREEMENT

INTERSTATE COMMERCE COMMISSION

DATED AS OF THE 30TH DAY OF SEPTEMBER, 1971

AMENDING

AGREEMENT

DATED AS OF THE 15TH DAY OF JULY, 1971

BY AND BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)  
Vendor

AND

SOUTHERN RAILWAY COMPANY  
Vendee

AND

AMENDING

ASSIGNMENT AND SECURITY AGREEMENT

DATED AS OF JULY 30, 1971

BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Filed and Recorded with Interstate Commerce Commission  
August 11, 1971 Recordation No. 6278

## AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, dated as of the 30th day of September, 1971 by and between PULLMAN INCORPORATED (Pullman-Standard division), a Delaware corporation, with an office at 200 South Michigan Avenue, Chicago, Illinois, (hereinafter referred to as "Vendor"), SOUTHERN RAILWAY COMPANY, a Virginia corporation, with an office in Washington, D. C., (hereinafter referred to as "Vendee"):

W I T N E S S E T H: that

WHEREAS, by Agreement dated as of the 15th day of July, 1971, (hereinafter referred to as "the Agreement"), Vendor agreed to construct the railroad cars set forth in Schedule A to the Agreement, (hereinafter referred to as "the Cars"), in accordance with the specifications applicable thereto and any modification thereof as agreed to between Vendor and Vendee and to deliver and to lease the Cars to Vendee and Vendee agreed to accept delivery of and to hire each of the Cars from Vendor; and

WHEREAS, by Assignment and Security Agreement dated as of July 30, 1971 between Vendor and Continental Illinois National Bank and Trust Company of Chicago, a national banking association, (hereinafter referred to as "the Bank"), Vendor assigned, transferred, conveyed and set over to the Bank all of the right, title and interest which Vendor had or might thereafter have in and to all payments which Vendee was then or might thereafter be obligated to make under the Agreement and Vendee's Purchase orders referred to in the Agreement and granted and conveyed to the Bank a lien upon and security interest in all rights of Vendor in and to the Cars as collateral security for the due performance by Vendor of all of its obligations to the Bank under such Assignment and Security Agreement; and

WHEREAS, Vendee has requested Vendor to amend the Agreement to change some of the Vendee's road numbers assigned to the Cars as set forth in Schedule A to the Agreement, effective as of the 30th day of September, 1971; and

WHEREAS, Vendor is willing to so amend the Agreement and the Bank is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Vendor and Vendee agree as follows:

1. Vendee's road numbers of the Cars are hereby changed as set forth in Amended Schedule A attached hereto, effective as of the 30th day of September, 1971.

2. The Agreement, as amended by this Amendatory Agreement, and the Assignment and Security Agreement dated as of July 30, 1971, as amended by the Bank's Consent hereto, shall continue in full force and effect.

3. This Amendatory Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together will constitute but one and the same Amendatory Agreement, which will be sufficiently evidenced by any such original counterpart.

4. Vendee will, at its expense, upon execution and delivery of this Amendatory Agreement by Vendor and Vendee and the execution of the Consent hereto by the Bank cause the same to be recorded with the Interstate Commerce Commission, in accordance with Section 20c of the Interstate Commerce Act, as amended, and wherever else required in order to publish notice of and to protect the title of Vendee to the Cars and to protect the right, title and interest of the Bank in the payments to be made by Vendee hereunder and the lien and security interest of the Bank in all rights of Vendor in and to the Cars.

IN WITNESS WHEREOF, Vendor and Vendee have caused this Amendatory Agreement to be executed and their respective seals to be affixed by their duly authorized officers pursuant to lawful authority, all as of the day, month and year first above set forth.

ATTEST:

PULLMAN INCORPORATED  
(Pullman-Standard division)

William O. Edgerly  
Assistant Secretary

By M. R. Bock  
Vice President

ATTEST:

SOUTHERN RAILWAY COMPANY

M. M. Davenport  
Assistant Secretary

By W. J. [unclear]  
Vice President

CONSENT

Continental Illinois National Bank and Trust Company of Chicago, a national banking association, the Bank referred to in the foregoing Amendatory Agreement hereby acknowledges notice of the execution of the foregoing Amendatory Agreement by Pullman Incorporated (Pullman-Standard division) and Southern Railway Company, consents to all of the terms and conditions of such Amendatory Agreement and consents to the Amendment of the Assignment and Security Agreement dated as of July 30, 1971 so that Vendee's road numbers of the Cars as shown on Schedule A thereto conforms to Vendee's road numbers as set forth in Amended Schedule A attached to the Amendatory Agreement.

Dated this 30th day of September, 1971.

ATTEST:

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

John R. [unclear]  
Commercial Banking Officer

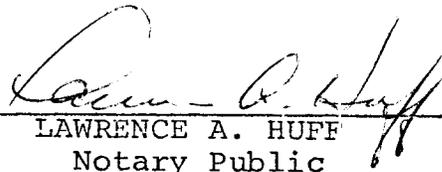
By J. J. [unclear]  
Vice President





DISTRICT OF COLUMBIA

On this 30<sup>th</sup> day of *September*, 1971, before me personally appeared W. W. Simpson, to me personally known, who being by me duly sworn, says that he is a Vice President of Southern Railway Company, that the seal 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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LAWRENCE A. HUFF  
Notary Public

In And For the District of Columbia  
My commission expires June 30, 1972

AMENDED  
SCHEDULE A TO  
AGREEMENT  
BETWEEN PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)  
AND SOUTHERN RAILWAY COMPANY  
DATED AS OF JULY 15, 1971

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SECTION I Car Descriptions, Numbers and Markings:

Group 1 (890) 70-ton 50'6" Outside Post Box Cars with rigid under-frames, 10'0" sliding doors (single) and 50,000# nailable steel floors bearing Vendee's road numbers 524710 to 525145 both inclusive; 525148 to 525180 both inclusive; 525183 to 525261 both inclusive; 525264; 525267 to 525270 both inclusive; 525272; 525274 to 525279 both inclusive; 525282 to 525285 both inclusive; 525287 to 525294 both inclusive; 525296 to 525306 both inclusive; 525308 to 525313 both inclusive; 525315; 525316; 525318 to 525322 both inclusive; 525324; 525326; 525329; 525333; 525590 to 525599 both inclusive; 528000 to 528279 both inclusive.

Group 2 (400) 70-ton 50'6" Outside Post Box Cars with rigid under-frames, 16'0" sliding doors (double) and 50,000# nailable steel floors bearing Vendee's road numbers 524200 to 524599, both inclusive.

Each car shall be plainly, distinctly, permanently and conspicuously marked on each side in letters not less than one-half inch in height as follows:

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING  
AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE  
COMMISSION UNDER SECTION 20c OF THE INTERSTATE  
COMMERCE ACT.

SECTION II Price of Cars:

(890) 70-ton 50'6" Outside Post Box Cars with rigid under-frames, 10'0" sliding doors (single) and 50,000# nailable steel floors shall be purchased at a price of \$15,611.37 each.

(400) 70-ton 50'6" Outside Post Box Cars with rigid under-frames, 16'0" sliding doors (double) and 50,000# nailable steel floors shall be purchased at a price of \$16,787.30 each.