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OF COUNSEL  
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G. VAN VELSOR WOLF

November 2, 1979

RECORDATION NO. 10168-A Filed 1425

NOV 2 1979-3 50 PM

INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 10168-A Filed 1425

NOV 2 1979-3 50 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED

Dear Sirs:

Pursuant to the provisions of Section 11303 of the Interstate Commerce Act, as revised and recodified by Public Law 95-473, and the regulations of the Interstate Commerce Commission promulgated thereunder, we are transmitting for filing and recording executed counterparts or originals of the following documents:

1. Third Amendment to Conditional Sale Agreement dated as of October 31, 1979, by and between N. R. Financial Corporation, as Lessee, National Railway Utilization Corporation, as Builder, and The First National Bank of Maryland, as Assignee. This document relates to a Conditional Sale Agreement dated as of February 16, 1979 and an Agreement and Assignment dated as of February 16, 1979 which were filed with the Interstate Commerce Commission on March 2, 1979 and assigned recordation numbers 10168 and 10168-A, respectively. The Conditional Sale Agreement previously was amended by an Amendment to Conditional Sale Agreement dated as of May 28, 1979 (Recordation No. 10168-D) and a Second Amendment to Conditional Sale Agreement dated as of August 31, 1979 (Recordation No. 10168-F).

2. Third Amendment to Conditional Sale Agreement dated as of October 31, 1979, by and between N. R. Financial Corporation, as Vendee, National Railway Utilization Corporation, as Guarantor, Rail Fleet Corporation, as Builder, and The First National Bank of Maryland, as Assignee. This document relates to a Conditional Sale Agreement dated as of February 16, 1979 and an Agreement and Assignment dated as of February 16, 1979 which were filed with the Interstate

*County of... Ronald W. Cherry*

NOV 2 1979 9-306A220  
Date  
Fee \$ 20.00  
Washington, D. C.

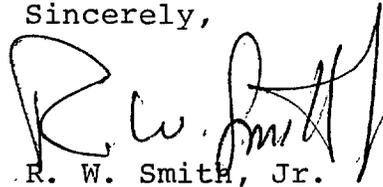
Interstate Commerce Commission,  
November 2, 1979,  
Page Two.

Commerce Commission on March 2, 1979 and assigned recordation numbers 10168-B and 10168-C, respectively. The Conditional Sale Agreement previously was amended by an Amendment to Conditional Sale Agreement dated as of May 28, 1979 (Recordation No. 10168-E) and a Second Amendment to Conditional Sale Agreement dated as of August 31, 1979 (Recordation No. 10168-G).

The foregoing amendments should be filed as a subpart of the original Conditional Sale Agreements and Agreement and Assignments and should be assigned recordation numbers 10168-H and 10168-I. Identification of the parties and their addresses, and a description of the equipment, is contained in the original transmittal letter, a copy of which is attached hereto.

Please accept for recordation two counterparts of each of the aforementioned documents, stamp the remaining counterparts with the appropriate recordation number and return them with your fee receipt and letter confirming receipt to my delivering messenger. The necessary filing and recordation fees for these documents are submitted herewith.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. W. Smith, Jr.", written in dark ink.

R. W. Smith, Jr.

RWSJr/fja  
Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

11/2/79

**OFFICE OF THE SECRETARY**

R.W. Smith, Jr.  
Piper & Marbury  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

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 11/2/79 at 3:50pm, and assigned re-  
recording number(s). 10168-H & 10168-I

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

THIRD AMENDMENT TO  
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 10168-A  
Filed 1425  
NOV 2 1979-3 50 PM  
INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT TO CONDITIONAL SALE AGREEMENT  
(the "Third Amendment") dated as of October 31, 1979 by  
and between N. R. Financial Corporation (the "Vendee"),  
National Railway Utilization Corporation (the "Guarantor"),  
Rail Fleet Corporation (the "Builder") and The First National  
Bank of Maryland (the "Assignee").

WHEREAS, the Vendee, the Guarantor and the Builder  
entered into a Conditional Sale Agreement dated as of  
February 16, 1979 (the "Conditional Sale Agreement") providing  
for the purchase by the Vendee of certain railroad equipment  
described in Exhibit A attached thereto (the "Equipment"); and

WHEREAS, pursuant to an Agreement and Assignment  
dated as of February 16, 1979 (the "Agreement and Assignment")  
the Builder assigned to the Assignee all of its right, title  
and interest (but none of its obligations) in and under the  
Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Agree-  
ment and Assignment were duly filed and recorded with the  
Interstate Commerce Commission on March 2, 1979 and assigned  
Recordation Nos. 19168-B and 10168-C, respectively; and

WHEREAS, the Conditional Sale Agreement was amended by an Amendment to Conditional Sale Agreement dated as of May 28, 1979 and filed with the Interstate Commerce Commission on June 1, 1979 and assigned Recordation No. 10168-E; and

WHEREAS, the Conditional Sale Agreement was further amended by a Second Amendment to Conditional Sale Agreement dated as of August 31, 1979 and filed with the Interstate Commerce Commission on September 6, 1979 and assigned Recordation No. 10168-G; and

WHEREAS, the Vendee, the Builder, the Guarantor and the Assignee wish further to amend certain provisions of the Conditional Sale Agreement;

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

The first paragraph of Article 4 of the Conditional Sale Agreement is hereby amended and modified as of the date first above written by deleting the first paragraph of Article 4 in its entirety and the replacement in lieu thereof of the following:

Article 4. Purchase Price and Payment.  
The total base price (the "Total Base Price") and price per unit (excluding all inspection and certification fees)

are specified in Exhibit A attached hereto. In consideration of the manufacture and delivery of the Equipment, the Vendee hereby agrees to pay in cash to the Vendor (i) on or before June 1, 1979 interest on the principal sum of \$364,500 (hereinafter called the "Conditional Sale Indebtedness") computed as hereinafter provided accrued and owing through and including that date, (ii) on or before August 31, 1979 interest on the Conditional Sale Indebtedness computed as hereinafter provided accrued and owing through and including that date, (iii) on or before October 31, 1979 interest on the Conditional Sale Indebtedness accrued and owing through and including that date, and (iv) on or before November 30, 1979 the unpaid Conditional Sale Indebtedness plus interest computed as hereinafter provided. Interest (computed on the basis of actual number of days elapsed from the date of this Agreement, divided by a year of 360 days) shall be accrued and paid as above provided at a fluctuating annual rate of interest equal to 2% plus 110% of the prime rate of The First National Bank of Maryland.

In all other respects, the Conditional Sale Agreement and the Agreement and Assignment continue to be in full force and effect without amendment or modification.

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed on the date specified in

the acknowledgements attached hereto, effective as of the  
date first above written.

ATTEST:

N. R. FINANCIAL CORPORATION

*Martha S. Mills*  
Asst. Sec.

By *Arthur P. Moot Jr.*  
V.P.

[Corporate Seal]

NATIONAL RAILWAY UTILIZATION CORPORATION

*Martha S. Mills*  
Asst. Sec.

By *Richard J. Kelly*  
Vice President

[Corporate Seal]

RAIL FLEET CORPORATION

*Martha S. Mills*  
Asst. Sec.

By *Richard J. Kelly*  
Vice President

[Corporate Seal]

THE FIRST NATIONAL BANK OF MARYLAND

*Arthur M. Black*

By *[Signature]*  
SENIOR LOAN EXECUTIVE

[Corporate Seal]

State of Pa. )  
City of Philadelphia ) SS:

I HEREBY CERTIFY, that on this *1st* day of November, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Woodrow B. Thronts, Jr.*, who, being by me duly sworn, says that he is <sup>vice</sup> President of N. R. Financial Corporation, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *1st* day of November.

*Elsie Marlene Williams*  
Notary Public

[Notarial Seal]

My Commission Expires:

**ELSIE MARLENE WILLIAMS**  
Notary Public, Phila., Phila. Co.  
My Commission Expires Oct. 18, 1982

State of Pa. )  
City of Phila. ) SS:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of November, before the subscriber, a Notary Public in and for said City and State personally appeared *Richard J. Kelly*, who, being by me duly sworn, says that he is a Vice President of National Railway Utilization Corporation, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 1<sup>st</sup> day of November, 1979.

*Elsie Marlene Williams*  
Notary Public

[Notarial Seal].  
My Commission Expires:

ELSIE MARLENE WILLIAMS  
Notary Public, Phila., Phila. Co.  
My Commission Expires Oct. 18, 1982

*State of Pa* )  
*City of Phila* ) SS:

I HEREBY CERTIFY, that on this *1st* day of November, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Richard J. Kelly*, who, being by me duly sworn, says that he is a Vice President of Rail Fleet Corporation, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *1st* day of November, 1979.

*Elsie Marlene Williams*  
Notary Public

[Notarial Seal]

My Commission Expires: **ELSIE MARLENE WILLIAMS**  
Notary Public, Phila., Phila. Co.  
My Commission Expires Oct. 18, 1982

