

RECORDATION NUMBER 7935-F Filed & Recorded

MAY 28 1976 10 25 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1975, among WALTER E. HELLER & COMPANY (hereinafter called the Vendee), PACCAR INC. (hereinafter called the Builder) and FIRST SECURITY BANK OF UTAH, N.A. (hereinafter called the Assignee).

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of March 1, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of March 1, 1975 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 29, 1975, at 10:35 a.m., and were assigned recordation numbers 7935 and 7935-D, respectively;

WHEREAS the Assignee has given its written consent to this Amendment as evidenced by its execution of this Amendment; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement to revise the schedule attached thereto as Schedule I;

NOW, THEREFORE, in consideration of the mutual

covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I to the Conditional Sale Agreement is hereby amended to read in its entirety as follows:

SCHEDULE I

Conditional Sale Agreement

Allocation Schedule on Each \$1,000,000  
Unit of Conditional Sale Indebtedness

<u>Payment Number</u>	<u>Principal Balance</u>	<u>Interest Payment</u>	<u>Allocated to Principal Recovery</u>	<u>Total Payment</u>	<u>Payment Date</u>
1	\$1,000,000.00	\$ 52,500.00	\$ 13,529.11	\$ 66,029.11	March 15, 1976
2	986,470.89	51,789.72	14,239.39	66,029.11	September 15, 1976
3	972,231.50	51,042.15	14,986.96	66,029.11	March 15, 1977
4	957,244.54	50,255.34	15,773.77	66,029.11	September 15, 1977
5	941,470.77	49,427.22	16,601.89	66,029.11	March 15, 1978
6	924,868.88	48,555.62	17,473.49	66,029.11	September 15, 1978
7	907,395.39	47,638.26	18,390.85	66,029.11	March 15, 1979
8	889,004.54	46,672.74	19,356.37	66,029.11	September 15, 1979
9	869,648.17	45,656.53	20,372.58	66,029.11	March 15, 1980
10	849,275.59	44,586.97	21,442.14	66,029.11	September 15, 1980
11	827,833.45	43,461.26	22,567.85	66,029.11	March 15, 1981
12	805,265.60	42,276.44	23,752.67	66,029.11	September 15, 1981
13	781,512.93	41,029.43	24,999.68	66,029.11	March 15, 1982
14	756,513.25	39,716.95	26,312.16	66,029.11	September 15, 1982
15	730,201.09	38,335.56	27,693.55	66,029.11	March 15, 1983
16	702,507.54	36,881.65	29,147.46	66,029.11	September 15, 1983
17	673,360.08	35,351.40	30,677.71	66,029.11	March 15, 1984
18	642,682.37	33,740.82	32,288.29	66,029.11	September 15, 1984
19	610,394.08	32,045.69	28,961.87	61,007.56	March 15, 1985
20	581,432.21	30,525.19	30,482.37	61,007.56	September 15, 1985

(continued)

<u>Payment Number</u>	<u>Principal Balance</u>	<u>Interest Payment</u>	<u>Allocated to Principal Recovery</u>	<u>Total Payment</u>	<u>Payment Date</u>
21	\$ 550,949.84	\$ 28,924.87	\$ 25,952.33	\$ 54,877.20	March 15, 1986
22	524,997.51	27,562.37	27,314.83	54,877.20	September 15, 1986
23	497,682.68	26,128.34	22,780.48	48,908.82	March 15, 1987
24	474,902.20	24,932.37	23,976.45	48,908.82	September 15, 1987
25	450,925.75	23,673.60	21,723.37	45,396.97	March 15, 1988
26	429,202.38	22,533.12	22,863.85	45,396.97	September 15, 1988
27	406,338.53	21,332.77	22,895.01	44,227.78	March 15, 1989
28	383,443.52	20,130.78	24,097.00	44,227.78	September 15, 1989
29	359,346.52	18,865.69	24,129.85	42,995.54	March 15, 1990
30	335,216.67	17,598.88	25,396.66	42,995.54	September 15, 1990
31	309,820.01	16,265.55	25,431.27	41,696.82	March 15, 1991
32	284,388.74	14,930.41	26,766.41	41,696.82	September 15, 1991
33	257,622.33	13,525.17	26,802.90	40,328.07	March 15, 1992
34	230,819.43	12,118.02	28,210.05	40,328.07	September 15, 1992
35	202,609.38	10,636.99	28,248.51	38,885.50	March 15, 1993
36	174,360.87	9,153.95	29,731.55	38,885.50	September 15, 1993
37	144,629.32	7,593.04	29,772.07	37,365.11	March 15, 1994
38	114,857.25	6,030.01	31,335.10	37,365.11	September 15, 1994
39	83,522.15	4,384.91	40,693.42	45,078.33	March 15, 1995
40	<u>42,828.73</u>	<u>2,248.51</u>	<u>42,828.73</u>	<u>45,077.24</u>	September 15, 1995
Total		\$1,190,058.29	\$1,000,000.00	\$2,190,058.29	

2. The Assignment is hereby amended to permit the aforesaid Amendment to the Conditional Sale Agreement and the Builder hereby confirms the assignment of the Conditional Sale Agreement to the Assignee pursuant to the Assignment and agrees that the term "Conditional Sale Agreement" as used in

the Assignment shall be deemed to include the Conditional Sale Agreement as amended hereby and the Vendee hereby acknowledges notice thereof.

3. The Vendee will cause the Lessee promptly to file and record this Amendment Agreement in accordance with the provisions of § 16 of the Lease.

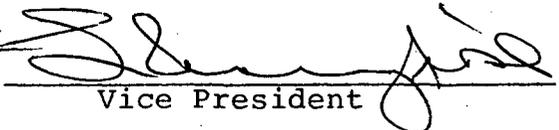
4. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

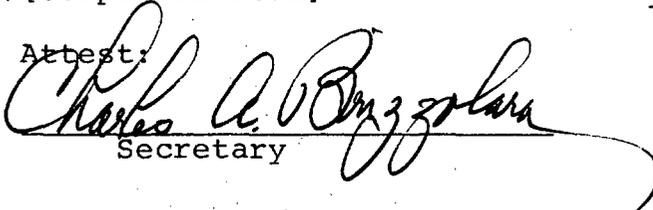
WALTER E. HELLER & COMPANY,

by

  
Vice President

[Corporate Seal]

Attest:

  
Secretary

PACCAR INC,

[Corporate Seal]

by

*J. J. Jolley*  
Vice President & Treasurer

Attest:

*E. M. Maysent*  
Secretary

FIRST SECURITY BANK OF UTAH, N.A.,

[Corporate Seal]

by

*[Signature]*  
Authorized Officer

Attest:

*[Signature]*  
Authorized Officer



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

On this *10th* day of *November* 1975, before me personally appeared *J. J. Golley*, to me personally known, who being by me duly sworn, says that he is Vice President <sup>*& Treasurer*</sup> of PACCAR INC, 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.

*Virginia K. Depdon*  
Notary Public

[Notarial Seal]

My Commission Expires

*1/24/77*

STATE OF UTAH,                    )  
  )  
COUNTY OF SALT LAKE,        )     ss.:

On this 5TH day of MAY 1978<sup>6</sup>, before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

*Ronda F. Olsen*  
Notary Public

[Notarial Seal]

My Commission Expires

November 18, 1979

The undersigned, as Lessee under the Lease dated as of March 1, 1975, between the undersigned and Walter E. Heller & Company, hereby acknowledges receipt of an executed copy of the foregoing Amendment Agreement.

WCTU RAILWAY COMPANY,

by A. B. Brouder  
Vice President

The undersigned, as Guarantor under the Guaranty Agreement dated as of March 1, 1975, among the undersigned, Walter E. Heller & Company and First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent, hereby acknowledges receipt of an executed copy of the foregoing Amendment Agreement.

UNION TANK CAR COMPANY,

by A. B. Brouder  
Vice President