

JUL 17 1975 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 15, 1975, among EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter called the Vendee), acting as Trustee under a Trust Agreement dated as of March 15, 1975, with GENERAL ELECTRIC CREDIT CORPORATION (hereinafter called the Beneficiary), PULLMAN INCORPORATED (Pullman-Standard division), NORTH AMERICAN CAR CORPORATION (each such corporation being hereinafter called a Builder and together the Builders), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (hereinafter called the Assignee).

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of March 15, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builders and the Assignee have entered into an Agreement and Assignment dated as of March 15, 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 June 9, 1975, and were assigned

recordation numbers 7946 and 7946-A, respectively;

WHEREAS the Vendee and North American Car Corporation, as Lessee (hereinafter in its capacity as Lessee called the Lessee), have entered into a Lease of Railroad Equipment dated as of March 15, 1975, as amended by an Amendment Agreement dated as of June 1, 1975 (said Lease, as amended, being hereinafter called the Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of March 15, 1975 (hereinafter called the Lease Assignment);

WHEREAS the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1975, and were assigned recordation numbers 7946-B and 7946-C, respectively;

WHEREAS the Beneficiary has authorized and instructed the Vendee to execute the Amendment as evidenced by its instruction attached hereto; and

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

WHEREAS the Purchase Price (as defined in the Conditional Sale Agreement) for the Group A and Group C units of Equipment (as defined in the Conditional Sale Agree-

ment) to be settled for will exceed \$11,940,298 on the Closing Date (as defined in the Conditional Sale Agreement);

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement and the Lease to delete certain units of Equipment in order to reduce the aggregate Purchase Price for the units of Equipment to be settled for to not more than \$11,940,298.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement and the Lease are hereby amended to exclude from Annex B to the Conditional Sale Agreement and Schedule A to the Lease 10 100-ton capacity covered hopper cars numbered NAHX 476344 through 476353.

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

3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

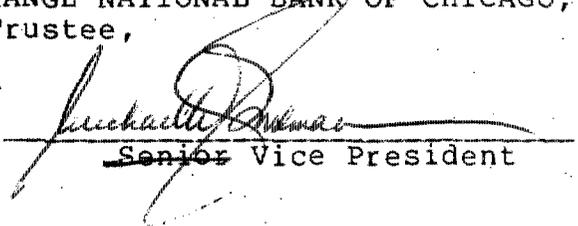
4. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

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.

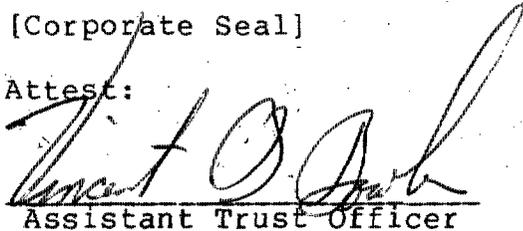
EXCHANGE NATIONAL BANK OF CHICAGO,
as Trustee,

by


Senior Vice President

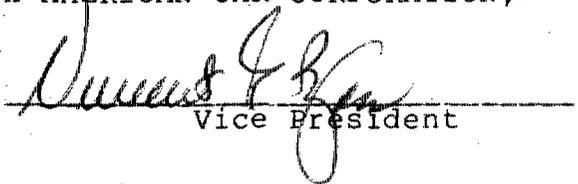
[Corporate Seal]

Attest:


Assistant Trust Officer

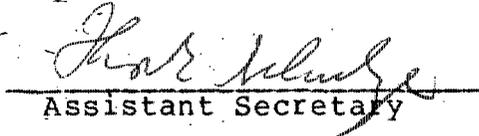
NORTH AMERICAN CAR CORPORATION,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

PULLMAN INCORPORATED
(Pullman-Standard division),

by Thomas Glass
Vice President

[Corporate Seal]

Attest:

William O. Dodge
Assistant Secretary

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, as Assignee,

by [Signature]
Vice President

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

STATE OF ILLINOIS,)
) SS.:
COUNTY OF COOK,)

On this // day of *July* 1975, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who, being by me duly sworn, says that he is ~~Vice President~~

of EXCHANGE NATIONAL BANK OF CHICAGO, 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.

William J. Weidner

Notary Public

My Commission expires

August 22, 1978

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 9th day of July 1975, before me personally appeared Vincent E. Bjoir, to me personally known, who, being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Alice R. Noble
Notary Public

My Commission expires 3/16/79

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *9th* day of *July*, 1975, before me personally appeared *Thomas P. Glaser*, to me personally known, who, being by me duly sworn, says that he is Vice President of PULLMAN INCORPORATED (Pullman-Standard division), 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.

Hollis E. Zink

Notary Public

[Notarial Seal]

My Commission expires *May 7, 1978*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 14 day of July 1975, before me personally appeared J. Michael Whelan, to me personally known, who, being by me duly sworn, says that he is **Second VICE PRESIDENT** of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national 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 national bank.

Cassandra Cardenas
Notary Public

[Notarial Seal]

My Commission expires

EXPIRATION DATE MARCH 6, 1978.

INSTRUCTION OF BENEFICIARY TO TRUSTEE

Exchange National Bank of Chicago
130 South LaSalle Street
Chicago, Illinois 60690

Attention of Trust Department

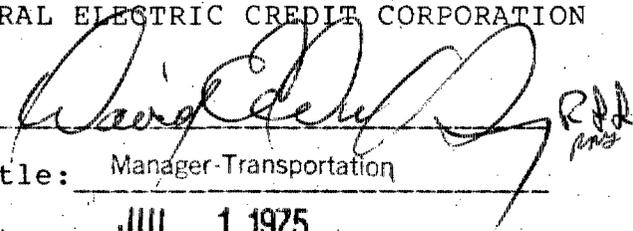
Dear Sirs:

Reference is made to a Trust Agreement dated as of March 15, 1975, between the undersigned and you, as Trustee (the Trust Agreement). We instruct you to enter into an Amendment Agreement dated as of June 15, 1975, to the Lease (as defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

GENERAL ELECTRIC CREDIT CORPORATION

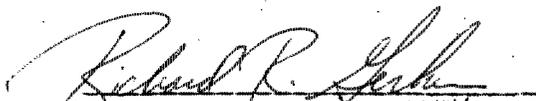
by


Title: Manager-Transportation

Date: JUL 1 1975

[Corporate Seal]

Attest:


ATTESTING SECRETARY