

8015-A

RECORDATION NO. Filed & Recorded

ADDENDUM TO CONDITIONAL SALES CONTRACT

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INTERSTATE COMMERCE COMMISSION

Addendum to that certain Conditional Sales Contract (the "Agreement") dated June 19, 1975, between SSI Rail Corp. (Buyer) and FMC Corporation Marine and Rail Equipment Division (Seller).

1. On December 15, 1983, and after Buyer has promptly and faithfully made the thirty-two (32) quarterly payments of \$86,051.28 each, Buyer shall have the option of:

(a) then paying the then remaining principal balance on the contract plus any accrued interest and any other charges;

or

(b) then continuing to make twenty-eight (28) equal and consecutive quarterly principal payments plus interest. Said principal and interest payments will start on March 15, 1984, and continue until the price has been paid in full. The principal balance from time to time outstanding shall bear interest at a fluctuating rate of four percent (4%) per annum over and above the

Prime Rate from time to time charged by Bank of America for 90-day unsecured commercial loans made to borrowers of the highest credit standing, but at no time shall said fluctuating rate of interest be less than twelve percent (12%) per annum. Said interest shall be computed on the balance outstanding during each month of each such quarterly period at the interest rate in effect hereunder at the end of each such monthly period.

2. On any quarterly payment due date the Agreement may be prepaid in whole upon payment of a pre-payment fee in the amount of one percent (1%) of the amount of the pre-payment. On or after December 15, 1982, the Agreement may be repaid in whole without pre-payment fee.
3. The cash down payment provided in the Agreement shall be payable on the later of (a) the date of delivery of the Equipment to Buyer is completed or (b) 10 days after receipt by FMC Finance Corporation of an invoice for the Equipment from Seller. In addition to other payments provided in the Agreement and this Addendum, Buyer agrees unconditionally to pay on the date the cash down payment is due, an additional contract commitment fee of \$66,024.00.

4. Buyer agrees to execute, verify, and acknowledge any additional documents which FMC Finance Corporation shall reasonably require to perfect its security interest in the Equipment sold under the Agreement.

5. Buyer warrants that the Equipment purchased under the Agreement is intended for use in connection with interstate commerce.

6. The Agreement and this Addendum shall be governed by and construed under the laws of the State of Oregon.

7. The Equipment is intended for the use of the Buyer or the Buyer's subsidiary, the Hartford and Slocomb Railroad Company. Buyer may, without prior written consent of FMC Finance Corporation, permit the use of such Equipment under customary interchange Agreements upon the Hartford and Slocomb Railroad Company's normal rail routes in the usual interchange of traffic among railroads.

FMC CORPORATION MARINE AND
RAIL EQUIPMENT DIVISION

SSI RAIL CORP.




