

WASHINGTON
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Date FEB 14 1979

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ICC Washington, D. C.

MORGAN, LEWIS & BOCKIUS
COUNSELORS AT LAW
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
TELEPHONE: (215) 491-9200

LOS ANGELES
MIAMI
PARIS
ASSOCIATED OFFICE

February 12, 1979

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
12th and Constitution Avenues
Washington, DC 20423

RECORDATION NO. *1841-12* Filed 1425
FEB 14 1979 - 2 50 PM
INTERSTATE COMMERCE COMMISSION

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Dear Sir:

In accordance with the provisions of Section 11303(a) of Title 49 of the United States Code and the pertinent regulations of the Interstate Commerce Commission, the following document is herewith presented for recordation:

Amendment Agreement, dated as of January 17, 1979.

- Vendor: Whittaker Corporation
(Berwick Forge and Fabricating Division)
P. O. Box 188
West Ninth Street
Berwick, PA 18603
- Vendee and Owner: Hillman Manufacturing Company
P. O. Box 510
Brownsville, PA 15417
- Guarantor: Wilmington Securities, Inc.
One Customs House Square
Wilmington, DE 19801
- Manager (lessee)
(bailee): Detroit & Mackinac Railway Company
120 Oak Street
Tawas City, MI 48763
- Assignee: The Provident Bank, Cincinnati, Ohio, as Agent
One E. Fourth Street
Cincinnati, OH 45202
- Investors: Great American Insurance Company
c/o American Money Management Corporation
Provident Tower
Cincinnati, OH 45202
- Stonewall Insurance Company
c/o American Money Management Corporation
Provident Tower
Cincinnati, OH 45202

William Sowers
Robert L. Oswald

MORGAN, LEWIS & BOCKIUS

Mr. Robert L. Oswald, Secretary

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February 12, 1979

This Amendment Agreement relates to and is intended to amend the following documents, all of which were filed with the Interstate Commerce Commission on November 16, 1978 at 3:25 P.M.:

(1) Conditional Sale Agreement, dated as of October 31, 1978, among Whittaker Corporation (Berwick Forge and Fabricating Division), builder, Hillman Manufacturing Company, vendee, and Wilmington Securities, Inc., guarantor, assigned Recordation No. 9841;

(2) Agreement and Assignment, dated as of October 31, 1978, between Whittaker Corporation (Berwick Forge and Fabricating Division), builder, and The Provident Bank, Cincinnati, Ohio, agent, assigned Recordation No. 9841-A;

(3) Management Agreement, dated as of October 31, 1978, between Hillman Manufacturing Company, owner, and Detroit & Mackinac Railway Company, assigned Recordation No. 9841-B; and

(4) Management Agreement Assignment, dated as of October 31, 1978, from Hillman Manufacturing Company, owner, to The Provident Bank, Cincinnati, Ohio, agent, assigned Recordation No. 9841-C.

A general description of the Equipment covered by these documents is as follows:

<u>Type</u>	<u>A.A.R. Mechanical Designation</u>	<u>Number of Units</u>	<u>Marked</u>	<u>Numbers Inclusive</u>
70 Ton, 50'-6" General Purpose Boxcars	"XM"	250	Detroit & Mackinac Railway	DM10000- DM10249

Among other things, the Amendment Agreement was entered into to change the "Manager's Road Numbers" of the Equipment subject to the documents identified above from DM 10001-DM 10250, inclusive, to DM 10000-DM 10249, inclusive.

Enclosed is our check in payment of the recordation fee. To the best of my knowledge the enclosed documents have not previously been filed with the Interstate Commerce Commission.

MORGAN, LEWIS & BOCKIUS

Mr. Robert L. Oswald, Secretary

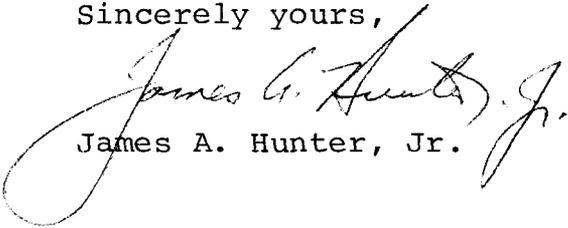
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February 12, 1979

This firm is acting as special Pennsylvania counsel for the Vendor in connection with this transaction. After recording a counterpart original of these documents, please return the remaining copies, stamped with your recordation number, to the individual bearing this letter and presenting them for recordation.

Thank you for your assistance.

Sincerely yours,


James A. Hunter, Jr.

JAH/ap

cc: J. David Rosenberg, Esquire

Interstate Commerce Commission

Washington, D.C. 20423

2/14/79

OFFICE OF THE SECRETARY

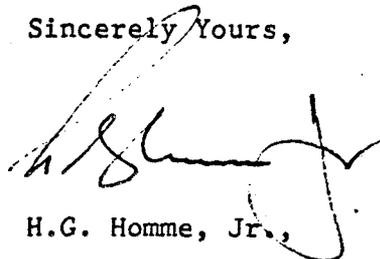
James A Hunter, Jr.
Morgan, Lewis & Bockius
125 South Broad Street
Phila. Pa. 19109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 2/14/79 . at 2:50pm, and assigned recordation number(s)

9841-D

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

AMENDMENT AGREEMENT

RECORDATION NO. 98411 Filed 1425

DATED AS OF JANUARY 17, 1979

FEB 14 1979 -2 50 PM

AMONG

INTERSTATE COMMERCE COMMISSION

WHITTAKER CORPORATION
BERWICK FORGE AND FABRICATING DIVISION,
BUILDER

HILLMAN MANUFACTURING COMPANY,
VENDEE AND OWNER

WILMINGTON SECURITIES, INC.,
GUARANTOR

DETROIT & MACKINAC RAILWAY COMPANY,
MANAGER

THE PROVIDENT BANK, CINCINNATI, OHIO,
AGENT

AND

GREAT AMERICAN INSURANCE COMPANY
and
STONEWALL INSURANCE COMPANY,
INVESTORS

(Covering 250 General Purpose Boxcars)

Filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 (formerly Section 20c of the Interstate Commerce Act) on _____, 1979, at _____, Recordation No. _____.

AMENDMENT AGREEMENT dated as of January 17, 1979, among WHITTAKER CORPORATION (BERWICK FORGE AND FABRICATING DIVISION), a California corporation (hereinafter called the "Builder"), HILLMAN MANUFACTURING COMPANY, a Pennsylvania corporation (hereinafter called the "Owner"), WILMINGTON SECURITIES, INC., a Delaware corporation (hereinafter called the "Guarantor"), DETROIT & MACKINAC RAILWAY COMPANY, a Michigan railroad corporation (hereinafter called the "Manager"), THE PROVIDENT BANK, an Ohio banking corporation, as Agent (hereinafter called the "Agent") for GREAT AMERICAN INSURANCE COMPANY, an Ohio corporation and STONEWALL INSURANCE COMPANY, an Alabama corporation (hereinafter collectively called the "Investors").

W I T N E S S E T H:

WHEREAS, the Agent, Manager, Investors, Owner and Guarantor are parties to a certain Finance Agreement dated as of October 31, 1978 (the "Finance Agreement");

WHEREAS, the Builder, Owner and Guarantor are parties to a certain Conditional Sale Agreement dated as of October 31, 1978 (the "Conditional Sale Agreement");

WHEREAS, the Builder and the Agent are parties to a certain Agreement and Assignment dated as of October 31, 1978 (the "Agreement and Assignment");

WHEREAS, the Owner and the Manager are parties to a certain Management Agreement dated as of October 31, 1978 (the "Management Agreement");

WHEREAS, the Owner and the Agent are parties to a certain Management Agreement Assignment dated as of October 31, 1978 (the "Management Agreement Assignment");

WHEREAS, the Conditional Sale Agreement, the Agreement and Assignment, the Management Agreement, and the Management Agreement Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 (formerly Section 20c of the Interstate Commerce Act) on November 16, 1978, at 3:25 p.m., and were assigned Recordation Numbers 9841, 9841-A, 9841-B, and 9841-C, respectively; and

WHEREAS, the parties hereto have agreed, subject to the terms and conditions hereof, to amend the Finance Agreement, Conditional Sale Agreement, Agreement and Assignment, Management Agreement and Management Agreement Assignment as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby agree as follows:

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351808

(1) Annex A to Conditional Sale Agreement and Schedule A to Management Agreement. The Numbers "DM 10001-10250" appearing under the column entitled "Manager's Road Numbers (Both Inclusive)" in Annex A to the Conditional Sale Agreement and Schedule A to the Management Agreement, respectively, are hereby deleted and the Numbers "DM 10000-10249" are substituted therefor.

(2) Article 16 of Conditional Sale Agreement. The word "Vendor's" appearing in Clause (ii) of the eighth paragraph of Article 16 of the Conditional Sale Agreement is hereby deleted and the word "Vendee's" is hereby substituted therefor so that such Clause shall hereafter read as follows:

"(ii) Vendor shall have received from the Manager during the thirty (30) day period following the giving of notice by Vendor of such Declaration of Default, Manager's irrevocable offer to purchase the Equipment upon termination of Vendee's right, title and interest therein as hereinafter provided,".

(3) Article 23 of Conditional Sale Agreement. The first paragraph of Article 23 of the Conditional Sale Agreement is hereby amended by the addition of the words "if any" immediately after the word "hereof" the first time such word appears in such paragraph and by the addition of the words "as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof" immediately after the word "hereof" the second time such word appears in such paragraph so that such paragraph shall hereafter read as follows:

"The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording, registering, or depositing hereof, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded, registered or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the Units of the Equipment.

(4) Section 12 of the Management Agreement. The second sentence of Section 12 of the Management Agreement is hereby deleted and the following sentence is hereby substituted therefor:

"Manager shall at all times, subject to the rights of the Owner hereinafter set forth in this Section 12,

keep the Equipment in good repair and efficient condition and working order, eligible for interchange with other railroads pursuant to AAR Interchange Standards."

(5) Agreement and Assignment and Management Agreement Assignment. The Agreement and Assignment and the Management Agreement Assignment are hereby amended to permit the aforesaid amendments to the instruments to which they pertain as though originally set forth therein.

(6) Finance Agreement. The forms of the instruments set forth in the Exhibits to the Finance Agreement (including any Annexes to such Exhibits and any Schedules to such Annexes) are hereby amended to conform with the corresponding instruments as hereinabove amended hereby.

(7) Consent. The parties hereto hereby acknowledge and consent to each and every amendment to the Finance Agreement, the Conditional Sale Agreement, the Agreement and Assignment, the Management Agreement, and the Management Agreement Assignment set forth herein.

(8) Recording. This Agreement shall be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and Section 22 of the Management Agreement.

(9) Ratification. Except as expressly amended hereby, the Finance Agreement, Conditional Sale Agreement, Agreement and Assignment, Management Agreement, and Management Agreement Assignment are hereby affirmed and ratified by the respective parties thereto and shall remain in full force and effect in all other respects and reference to such instruments shall hereafter mean such instruments as amended hereby.

(10) Execution. This Agreement may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recordation and subsequently redelivered to the Agent, shall be deemed the original counterpart and all other counterparts shall be deemed duplicates thereof. Although for convenience this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

(11) Governing Law. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. 11303 (formerly Section 20c of the Interstate Commerce Act).

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351960

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

WITNESS:

H. Vaughan Plyter

HILLMAN MANUFACTURING COMPANY

BY: Steve N. Hill

Howard E. McKinnon

WHITTAKER CORPORATION (Berwick Forge and Fabricating Division)

BY: Charles E. Emory

H. Vaughan Plyter

WILMINGTON SECURITIES, INC.

BY: J. Williams

Barbara A. Hardix

THE PROVIDENT BANK, Agent

BY: J. Lynn Brewbaker
J. Lynn Brewbaker, Assistant Vice President

Patricia J. Staley

GREAT AMERICAN INSURANCE COMPANY

BY: Thomas E. Mischell
Thomas E. Mischell, Assistant Treasurer

Patricia J. Staley

STONEWALL INSURANCE COMPANY

BY: Thomas E. Mischell
Thomas E. Mischell, Assistant Treasurer

Michael J. Buber
MICHAEL J. BUBER

DETROIT & MACKINAC RAILWAY COMPANY

BY: Charles A. Pinkerton

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this 9th day of February, 1979, before me, Juan B. Kere, the undersigned officer, personally appeared Steven N. Hutchinson, who acknowledged himself

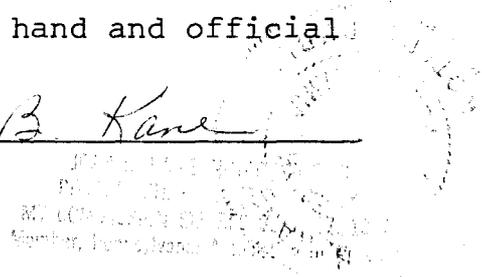
to be the authorized officer of Hillman Manufacturing Company, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan B. Kane

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY COLUMBIA)

SS:



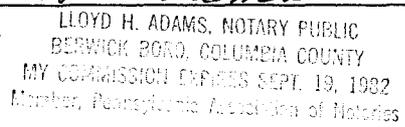
On this 7th day of ~~January~~ ^{FEBRUARY}, 1979, before me, Lloyd H. Adams, the undersigned officer, personally appeared Charles J. Gilmore, who acknowledged himself to be the authorized officer of Whittaker Corporation (Berwick Forge and Fabricating Division), a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lloyd H. Adams

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:



On this 9th day of ~~January~~ ^{February}, 1979, before me, Joan B. Kane, the undersigned officer, personally appeared J. W. Adams, who acknowledged himself to be the authorized officer of Wilmington Securities, Inc., a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan B. Kane

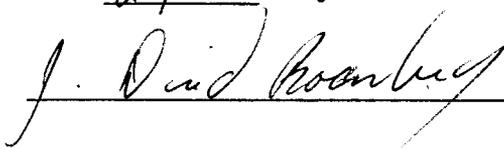


STATE OF OHIO)
 : SS:
COUNTY OF HAMILTON)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared J. Lynn Brewbaker, Assistant Vice President of The Provident Bank, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my Notarial Seal this 24th day of January, 1979.

J. DAVID ROSENBERG, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

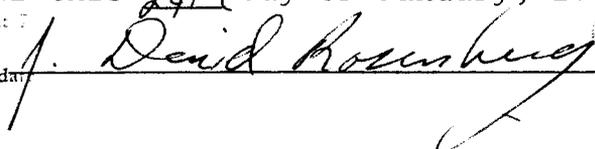


STATE OF OHIO)
 : SS:
COUNTY OF HAMILTON)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Thomas E. Mischell, Assistant Treasurer of Great American Insurance Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed invididually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my Notarial Seal this 24th day of January, 1979.

J. DAVID ROSENBERG, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.



STATE OF OHIO)
 : SS:
COUNTY OF HAMILTON)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Thomas E. Mischell, Assistant Treasurer of Stonewall Insurance Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors,

