

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606

(312) 648-4000

FILE IN DOCKET

JOHN E. FLYNN

VICE PRESIDENT AND GENERAL COUNSEL
648-4128

RECORDATION NO. 7611 Filed & Recorded November 25, 1974

NOV 26 1974 12:12 PM

INTERSTATE COMMERCE COMMISSION

Mr. Robert Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Oswald:

In pursuance of the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are herewith transmitted for filing and recording eight executed counterparts of an Amendment Agreement, dated as of October 15, 1974, between The First National Bank of Maryland, as Vendee and First Security Bank of Utah, National Association, as Vendor, covering certain covered hopper cars identified therein.

A check in the amount of \$10.00 in payment of the recordation fee is herewith enclosed.

The name and address of the Vendee is:

The First National Bank of Maryland
25 South Charles Street
Baltimore, Maryland 21201

The name and address of the Vendor is:

First Security Bank of Utah,
National Association
79 South Main Street
Salt Lake City, Utah 84111

A general description of the equipment covered by the above identified Assignment of Lease and Agreement is as follows:

100 ton, 4,750 cubic foot covered hopper cars
as more fully described in Schedule A appended
to the Lease of Railroad Equipment, recorded
as No. 7611A.

It would be appreciated if six executed counterparts of the aforesaid Amendment Agreement bearing the Commission's filing and recordation stamps would be delivered to the messenger tendering same.

Very truly yours

John E. Flynn

jef/bf
Enclosures

RECEIVED
NOV 26 10 17 AM '74
TRANSCRIPT OFB

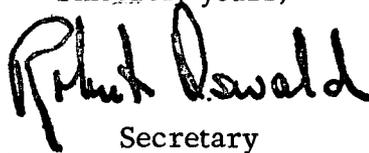
Interstate Commerce Commission
OFFICE OF THE SECRETARY
Washington, D.C. 20423

11/26/74

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on 11/26/74 at 12:00pm and assigned recordation number 7611-D, & 7611-E

Sincerely yours,


Secretary

Encl.

Form SERS 30
(Rev. 1970)

4-330A042

RECORDATION NO. 7611 Filed & Recd

NOV 26 1974 - 2 00 PM

INTERSTATE COMMERCE COMMISSION

No.

Date NOV 26 1974

Fee \$ 20.00

ICC, Washington, D. C.

FILE IN DOCKET

AMENDMENT AGREEMENT, dated as of October 15, 1974, among PULLMAN INCORPORATED (Pullman Standard division) (hereinafter called the Builder), THE FIRST NATIONAL BANK OF MARYLAND (hereinafter called the Vendee), NORTH AMERICAN CAR CORPORATION (hereinafter called the Guarantor) and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as agent (hereinafter called the Assignee).

WHEREAS the Builder, the Vendee and the Guarantor have entered into a Conditional Sale Agreement dated as of July 1, 1974 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of July 1, 1974 (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 August 27, 1974, at 9:40 a.m., and on October 9, 1974, at 12:20 p.m., respectively, and were assigned recordation numbers 7611 and 7611C, respectively; and

WHEREAS the parties hereto now desire to amend

NOV 26 11 59 AM '74

RECEIVED

the Conditional Sale Agreement;

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

1. Annex B to the Conditional Sale Agreement is hereby amended to increase the quantity to 45, to include Lessee's road numbers NAHX 56485-56499 (both inclusive), to exclude Lessee's road numbers NAHX 56251-56254 (both inclusive), and to increase the Total Base Price to \$999,000.

2. The third paragraph of Article 4 of the Conditional Sale agreement is hereby amended to substitute the date "January 1, 1995" for the date "January 1, 1994" in the first sentence thereof.

3. The Conditional Sale Agreement is hereby amended to delete references to the "Other Agreement" in the preambles thereto and in Articles 4 and 16 thereof.

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

5. The Guarantor will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

6. Except as amended hereby, the Conditional

Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

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.

INCORPORATED
PULLMAN INCORPORATION
(Pullman Standard division),

by *Stephen D. Brown*
Vice President

[Corporate Seal]

Attest:
William O. O'Keefe
Assistant Secretary

THE FIRST NATIONAL BANK
OF MARYLAND,

by *Donald H. Hook*
Vice President

[Corporate Seal]

Attest:
Walter Gray
Assistant Secretary
Vice President

NORTH AMERICAN CAR CORPORATION,

by *John E. Flynn*
Vice President

[Corporate Seal]

Attest:
Richard E. [Signature]
Assistant Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as agent,

by W. Starr Seegmiller
Authorized Officer

[Corporate Seal]

Attest:

John Lamb
Authorized Officer

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

On this *25th* day of *November*, 1974, before me personally appeared *Stanley Brown*, 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. Smith

Notary public



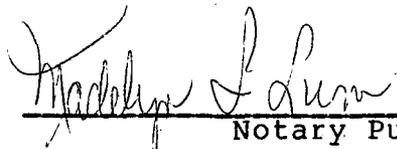
[Notarial Seal]

My Commission expires

May 7, 1978

STATE OF MARYLAND,)
CITY) ss.:
~~COUNTY~~ OF BALTIMORE,)

On this 18th day of November, 1974, before me personally appeared Donald H. Hooker, Jr. , to me personally known, who being by me duly sworn, says that he is Vice President of THE FIRST NATIONAL BANK OF MARYLAND, 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.



Notary Public
Madelyn F. Lum

[Notarial Seal]

My Commission expires
July 1, 1978

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

On this *2nd* day of *November* 1974, before me personally appeared *W. Starr Seegmiller*, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Dennis J. Hargreaves

Notary Public

[Notarial Seal]

My Commission expires

July 22, 1978

RECORDATION No 7611-^A Filed & Re-_{FILED}

NOV 26 1974 - 12 00 PM

INTERSTATE COMMERCE COMMISSION

NOV 26 1974

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of October 15, 1974, among PULLMAN INCORPORATED (Pullman Standard division) (hereinafter called the Builder), THE FIRST NATIONAL BANK OF MARYLAND (hereinafter called the Vendee), NORTH AMERICAN CAR CORPORATION (hereinafter called the Guarantor) and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as agent (hereinafter called the Assignee).

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the Conditional Sale Agreement;

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

5. The Guarantor will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

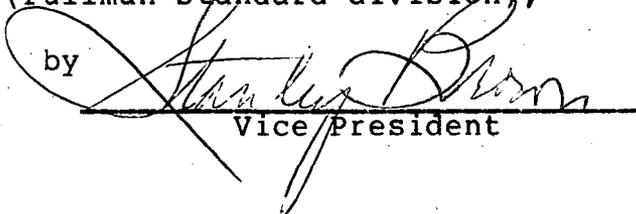
6. Except as amended hereby, the Conditional

Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

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.

INCORPORATED
PULLMAN INCORPORATION
(Pullman Standard division),

by


Vice President

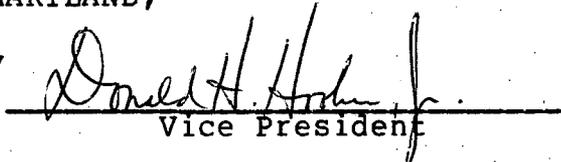
[Corporate Seal]

Attest:


Assistant Secretary

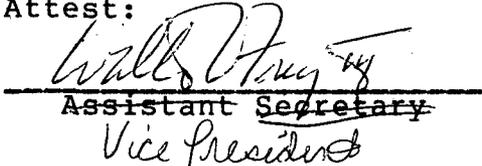
THE FIRST NATIONAL BANK
OF MARYLAND,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary
Vice President

NORTH AMERICAN CAR CORPORATION,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as agent,

by W. Starr Seigniller
Authorized Officer

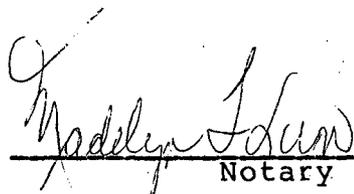
[Corporate Seal]

Attest:

W. H. Lamb
Authorized Officer

STATE OF MARYLAND,)
CITY) ss.:
~~COUNTY~~ OF BALTIMORE,)

On this 18th day of November, 1974, before me personally appeared Donald H. Hooker, Jr. , to me personally known, who being by me duly sworn, says that he is Vice President of THE FIRST NATIONAL BANK OF MARYLAND, 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.



Notary Public
Madelyn F. Lum

[Notarial Seal]

My Commission expires
July 1, 1978

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

On this *22nd* day of *November* 1974, before me personally appeared *W. Staur Seegmiller*, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Dennis J. Sargent

Notary Public

[Notarial Seal]

My Commission expires

July 22, 1978