

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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FEE OPERATION BR.

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ROYALL VICTOR
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ALLEN F. MAULSBY
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HENRY P. RIORDAN
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WILLIAM J. SCHRENK, JR.
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FRANCIS F. RANDOLPH, JR.
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RICHARD S. SIMMONS
WAYNE E. CHAPMAN
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CARLYLE E. MAW
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6-175A109 RECORDATION NO. 11609 D Filed 1425

No.

Date JUN 23 1980

Fee \$ 10.00

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INTERSTATE COMMERCE COMMISSION

400 Washington, D. C.

June 19, 1980

A. E. Staley Manufacturing Company
Amendment Agreement Dated as of June 1, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 11609 and
Lease Filed under Recordation No. 11609-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of A. E. Staley Manufacturing Company for filing and recordation nine counterparts of the following document:

Amendment Agreement dated as of June 1, 1980, among A. E. Staley Manufacturing Company, as Lessee, Exchange National Bank of Chicago, as Trustee, La Salle National Bank, as Agent, and North American Car Corporation.

The Amendment Agreement amends a Conditional Sale Agreement dated as of January 1, 1980, previously filed and recorded with the Interstate Commerce Commission on March 26, 1980 at 11:35 a.m., Recordation number 11609 and a Lease of Railroad Equipment, dated as of January 1, 1980, previously filed and recorded as above with the Interstate Commerce Commission on March 26, 1980, at 11:35 a.m., Recordation number 11609-B.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation number 11609-D.

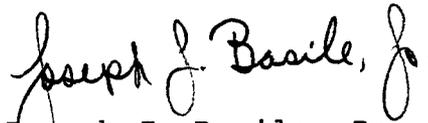
File
all

Counterpart - Leon Reusky

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all nine counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument for your files. It is requested that the eight remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Joseph J. Basile, Jr.
as Agent for A. E. Staley
Manufacturing Company

Ms. Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

76A

Interstate Commerce Commission
Washington, D.C. 20423

6/23/80

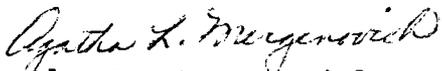
OFFICE OF THE SECRETARY

Joseph J. Basile, Jr.
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear **Sir:**

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/30/80** at **3:10pm**, and assigned re-
recording number (s). **11609-D**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure (s)

JUN 23 1980 - 3 10 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 1, 1980, among NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NAC"), EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, not in its individual capacity, but solely as Trustee under an Amended and Restated Trust Agreement dated as of January 1, 1980 ("Trustee"), A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation ("Lessee"), and LA SALLE NATIONAL BANK, a national banking association ("Agent").

NAC and the Trustee are parties to a Conditional Sale Agreement dated as of January 1, 1980 (the "CSA"). NAC and the Agent are parties to an Agreement and Assignment dated as of January 1, 1980 (the "CSA Assignment"). The Lessee and the Trustee are parties to a Lease of Railroad Equipment dated as of January 1, 1980 (the "Lease"). The Trustee and the Agent are parties to an Assignment of Lease dated as of January 1, 1980 (the "Lease Assignment").

The CSA, the CSA Assignment, the Lease and the Lease Assignment were filed and recorded pursuant to 49 U.S.C. § 11303 on March 26, 1980, at 11:35 a.m. and were assigned recordation numbers 11609, 11609-A, 11609-B and 11609-C, respectively.

In order to permit the substitution of certain units of railroad equipment to be built by Portec, Inc., in lieu of units of railroad equipment to have been assembled by Ingalls Industrial Products Corporation, the parties hereto have agreed to amend the CSA, the CSA Assignment, the Lease and the Lease Assignment in certain respects and therefore agree as follows:

1. The first sentence of Article 2 of the CSA is amended to read as follows:

"NAC has contracted with Ingalls Industrial Products Corporation ("Ingalls"), with Pullman Incorporated ("Pullman") and with Portec, Inc. ("Portec"), for the assembly of the Equipment and, following such assembly, NAC will conditionally sell and deliver the Equipment to the Trustee."

2. Section 3.2 of the CSA is hereby amended to

read as follows:

"3.2. Force Majeure. The obligations of NAC as to time of delivery are subject to delays resulting from causes beyond NAC's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riots or civil commotion, sabotage, strikes, differences with workmen, accidents, fires, floods, explosions, damage to plant, equipment or facilities, delays in receiving necessary materials, delays of carriers or subcontractors, or the failure of Ingalls, Pullman or Portec to assemble and deliver the units of Equipment to be assembled by Ingalls, Pullman or Portec (as the case may be) to NAC."

3. The first sentence of Section 3.4 of the CSA is hereby amended to read as follows:

"During construction, the Equipment shall be subject to inspection and approval by authorized inspectors of the Trustee (who may be employees of the Lessee), and NAC shall cause Ingalls, Pullman and Portec to grant to such authorized inspectors reasonable access to the plants at which the units of Equipment are being assembled."

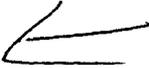
4. The first sentence of Item 2 of Annex A to the CSA is hereby amended to read as follows:

"NAC warrants that the Equipment will be built in accordance with the requirements, specifications and standards set forth or referred to in Article 2 of this Agreement and warrants that the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec) and workmanship under normal use and service."

5. The first sentence of Item 3 of Annex A to the CSA is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed by NAC, Ingalls,

Pullman or Portec, NAC agrees to indemnify, protect and hold harmless the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Trustee, its assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right."

6. Annex B to the CSA is hereby deleted in its entirety and Exhibit 1 hereto is substituted therefor. 

7. The first sentence of the second paragraph of Section 3 of the CSA Assignment is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), and in cases of designs, processes or combinations specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec, NAC agrees, to the extent provided in Annex A to the CSA, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right."

8. Section 4(e) of the CSA Assignment is hereby amended to read as follows:

"(e) an opinion of counsel for NAC, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the bills of sale described in subsections (a) and (b) above have been duly authorized, executed and delivered by NAC and that the bills of sale, the CSA and the CSA Assignment are valid and effective to vest in the Agent the

security interest of NAC in such units, and in the Trustee the entire remaining interest of NAC, as the case may be, free from all claims, liens, security interests and other encumbrances arising from, through or under NAC, Ingalls, Pullman or Portec (as the case may be), other than those of the Trustee, the Agent and the Lessee, and persons claiming by, through or under the Trustee, the Agent and the Lessee (counsel may (i) as to Ingalls and Portec rely on the representations and warranties contained in the bill of sale from Ingalls or Portec, as the case may be, to NAC and on a search of the records of the Interstate Commerce Commission, (ii) as to Pullman, rely on an opinion of counsel for Pullman, and (iii) assume the due authorization, execution and delivery of the CSA and the CSA Assignment by the parties thereto other than NAC);"

9. Section 4(i) of the CSA Assignment is hereby amended to read as follows:

"(i) a copy of a bill or bills of sale from Ingalls, Pullman or Portec (as the case may be) to NAC transferring to NAC all right, title and interest of Ingalls, Pullman or Portec in the units, and warranting to NAC that, at the time of delivery of such units to NAC by Ingalls, Pullman or Portec, Ingalls, Pullman or Portec had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of NAC and claims, liens, security interests or encumbrances created by or arising by, through or under NAC, such bill or bills of sale to be certified as authentic by an officer of NAC; and"

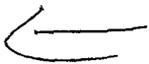
10. The first sentence of § 9 of the Lease is hereby amended to read as follows:

"THE TRUSTEE DOES NOT MAKE, HAS NOT MADE AND SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE TRUSTEE DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE NOR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, NOR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY UNIT, EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE, it being agreed that all such risks, as between the Trustee and the Lessee, are to be borne by the Lessee; but the Trustee hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Trustee or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Trustee may have against NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), under the provisions of the CSA; provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Trustee may assert and enforce such claims and rights at the Lessee's sole cost and expense."

11. Section 12.2 of the Lease is amended to read as follows:

"12.2. Indemnification of NAC. The Lessee further agrees to indemnify, protect and hold harmless NAC as a third-party beneficiary hereof from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against NAC because of the use in or about the construction or operation of any of the Units of any article or material specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec or of any design, process or combination specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec which infringes or is claimed to infringe on any patent or other right. The Lessee will give notice to NAC of any claim known to the Lessee from which liability may be charged against NAC, Ingalls, Pullman or Portec hereunder."

12. Appendix A to the Lease is hereby deleted and Exhibit 2 hereto is substituted therefor. 

13. The Lease Assignment is hereby amended to permit the aforesaid amendments to the instrument to which it pertains as though originally set forth therein.

14. The parties hereto hereby acknowledge and

consent to each and every amendment to the CSA, the CSA Assignment, the Lease and the Lease Assignment set forth herein.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

16. Except as amended hereby, the CSA, the CSA Assignment, the Lease and the Lease Assignment shall remain in full force and effect.

17. This Amendment Agreement shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

18. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

19. All references to the "CSA", the "CSA Assignment", the "Lease" and the "Lease Assignment" in such instruments shall hereinafter mean the CSA, the CSA Assignment, the Lease and the Lease Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

NORTH AMERICAN CAR CORPORATION,

by James F. Conpton

[Corporate Seal]

Attest:

James M. Pellegrini

EXCHANGE NATIONAL BANK OF
CHICAGO, not in its individual
capacity but solely as Trustee
under an Amended and Restated
Trust Agreement dated as of
January 1, 1980,

by

[Seal]

Attest:

A. E. STALEY MANUFACTURING
COMPANY,

by

[Corporate Seal]

Attest:

LA SALLE NATIONAL BANK,
as Agent,

by

[Seal]

Attest:

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	IO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

APPENDIX A TO LEASE

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	LO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

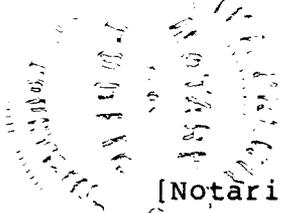
* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

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

On this *19th* day of *June* 1980, before me personally appeared *James J. Compton*, to me personally known, who, being by me duly sworn, says that he is *Vice President* of NORTH AMERICAN CAR CORPORATION, a Delaware corporation, 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.



Lira Pruitt

Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires March 26, 1983

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation, 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of LA SALLE NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT AGREEMENT dated as of June 1, 1980, among NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NAC"), EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, not in its individual capacity, but solely as Trustee under an Amended and Restated Trust Agreement dated as of January 1, 1980 ("Trustee"), A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation ("Lessee"), and LA SALLE NATIONAL BANK, a national banking association ("Agent").

NAC and the Trustee are parties to a Conditional Sale Agreement dated as of January 1, 1980 (the "CSA"). NAC and the Agent are parties to an Agreement and Assignment dated as of January 1, 1980 (the "CSA Assignment"). The Lessee and the Trustee are parties to a Lease of Railroad Equipment dated as of January 1, 1980 (the "Lease"). The Trustee and the Agent are parties to an Assignment of Lease dated as of January 1, 1980 (the "Lease Assignment").

The CSA, the CSA Assignment, the Lease and the Lease Assignment were filed and recorded pursuant to 49 U.S.C. § 11303 on March 26, 1980, at 11:35 a.m. and were assigned recordation numbers 11609, 11609-A, 11609-B and 11609-C, respectively.

In order to permit the substitution of certain units of railroad equipment to be built by Portec, Inc., in lieu of units of railroad equipment to have been assembled by Ingalls Industrial Products Corporation, the parties hereto have agreed to amend the CSA, the CSA Assignment, the Lease and the Lease Assignment in certain respects and therefore agree as follows:

1. The first sentence of Article 2 of the CSA is amended to read as follows:

"NAC has contracted with Ingalls Industrial Products Corporation ("Ingalls"), with Pullman Incorporated ("Pullman") and with Portec, Inc. ("Portec"), for the assembly of the Equipment and, following such assembly, NAC will conditionally sell and deliver the Equipment to the Trustee."

2. Section 3.2 of the CSA is hereby amended to

read as follows:

"3.2. Force Majeure. The obligations of NAC as to time of delivery are subject to delays resulting from causes beyond NAC's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riots or civil commotion, sabotage, strikes, differences with workmen, accidents, fires, floods, explosions, damage to plant, equipment or facilities, delays in receiving necessary materials, delays of carriers or subcontractors, or the failure of Ingalls, Pullman or Portec to assemble and deliver the units of Equipment to be assembled by Ingalls, Pullman or Portec (as the case may be) to NAC."

3. The first sentence of Section 3.4 of the CSA is hereby amended to read as follows:

"During construction, the Equipment shall be subject to inspection and approval by authorized inspectors of the Trustee (who may be employees of the Lessee), and NAC shall cause Ingalls, Pullman and Portec to grant to such authorized inspectors reasonable access to the plants at which the units of Equipment are being assembled."

4. The first sentence of Item 2 of Annex A to the CSA is hereby amended to read as follows:

"NAC warrants that the Equipment will be built in accordance with the requirements, specifications and standards set forth or referred to in Article 2 of this Agreement and warrants that the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec) and workmanship under normal use and service."

5. The first sentence of Item 3 of Annex A to the CSA is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed by NAC, Ingalls,

Pullman or Portec, NAC agrees to indemnify, protect and hold harmless the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Trustee, its assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right."

6. Annex B to the CSA is hereby deleted in its entirety and Exhibit 1 hereto is substituted therefor.

7. The first sentence of the second paragraph of Section 3 of the CSA Assignment is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), and in cases of designs, processes or combinations specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec, NAC agrees, to the extent provided in Annex A to the CSA, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right."

8. Section 4(e) of the CSA Assignment is hereby amended to read as follows:

"(e) an opinion of counsel for NAC, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the bills of sale described in subsections (a) and (b) above have been duly authorized, executed and delivered by NAC and that the bills of sale, the CSA and the CSA Assignment are valid and effective to vest in the Agent the

security interest of NAC in such units, and in the Trustee the entire remaining interest of NAC, as the case may be, free from all claims, liens, security interests and other encumbrances arising from, through or under NAC, Ingalls, Pullman or Portec (as the case may be), other than those of the Trustee, the Agent and the Lessee, and persons claiming by, through or under the Trustee, the Agent and the Lessee (counsel may (i) as to Ingalls and Portec rely on the representations and warranties contained in the bill of sale from Ingalls or Portec, as the case may be, to NAC and on a search of the records of the Interstate Commerce Commission, (ii) as to Pullman, rely on an opinion of counsel for Pullman, and (iii) assume the due authorization, execution and delivery of the CSA and the CSA Assignment by the parties thereto other than NAC);"

9. Section 4(i) of the CSA Assignment is hereby amended to read as follows:

"(i) a copy of a bill or bills of sale from Ingalls, Pullman or Portec (as the case may be) to NAC transferring to NAC all right, title and interest of Ingalls, Pullman or Portec in the units, and warranting to NAC that, at the time of delivery of such units to NAC by Ingalls, Pullman or Portec, Ingalls, Pullman or Portec had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of NAC and claims, liens, security interests or encumbrances created by or arising by, through or under NAC, such bill or bills of sale to be certified as authentic by an officer of NAC; and"

10. The first sentence of § 9 of the Lease is hereby amended to read as follows:

"THE TRUSTEE DOES NOT MAKE, HAS NOT MADE AND SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE TRUSTEE DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE NOR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, NOR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY UNIT, EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE, it being agreed that all such risks, as between the Trustee and the Lessee, are to be borne by the Lessee; but the Trustee hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Trustee or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Trustee may have against NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), under the provisions of the CSA; provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Trustee may assert and enforce such claims and rights at the Lessee's sole cost and expense."

11. Section 12.2 of the Lease is amended to read as follows:

"12.2. Indemnification of NAC. The Lessee further agrees to indemnify, protect and hold harmless NAC as a third-party beneficiary hereof from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against NAC because of the use in or about the construction or operation of any of the Units of any article or material specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec or of any design, process or combination specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec which infringes or is claimed to infringe on any patent or other right. The Lessee will give notice to NAC of any claim known to the Lessee from which liability may be charged against NAC, Ingalls, Pullman or Portec hereunder."

12. Appendix A to the Lease is hereby deleted and Exhibit 2 hereto is substituted therefor.

13. The Lease Assignment is hereby amended to permit the aforesaid amendments to the instrument to which it pertains as though originally set forth therein.

14. The parties hereto hereby acknowledge and

consent to each and every amendment to the CSA, the CSA Assignment, the Lease and the Lease Assignment set forth herein.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

16. Except as amended hereby, the CSA, the CSA Assignment, the Lease and the Lease Assignment shall remain in full force and effect.

17. This Amendment Agreement shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

18. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

19. All references to the "CSA", the "CSA Assignment", the "Lease" and the "Lease Assignment" in such instruments shall hereinafter mean the CSA, the CSA Assignment, the Lease and the Lease Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

NORTH AMERICAN CAR CORPORATION,

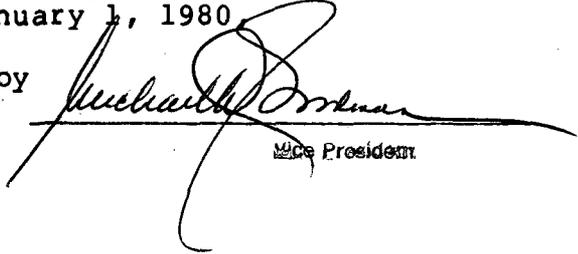
by

[Corporate Seal]

Attest:

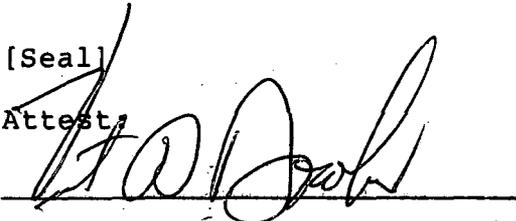
EXCHANGE NATIONAL BANK OF
CHICAGO, not in its individual
capacity but solely as Trustee
under an Amended and Restated
Trust Agreement dated as of
January 1, 1980

by


Vice President

[Seal]

Attest:



ASSISTANT TRUST OFFICER

A. E. STALEY MANUFACTURING
COMPANY,

by

[Corporate Seal]

Attest:

LA SALLE NATIONAL BANK,
as Agent,

by

[Seal]

Attest:

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	LO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

APPENDIX A TO LEASE

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	LO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of NORTH AMERICAN CAR CORPORATION, a Delaware corporation, 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this 19 day of June 1980, 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, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Dolly G. Jenkins
Notary Public

[Notarial Seal]

My Commission expires My Commission Expires December 13, 1983

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation, 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of LA SALLE NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT AGREEMENT dated as of June 1, 1980, among NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NAC"), EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, not in its individual capacity, but solely as Trustee under an Amended and Restated Trust Agreement dated as of January 1, 1980 ("Trustee"), A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation ("Lessee"), and LA SALLE NATIONAL BANK, a national banking association ("Agent").

NAC and the Trustee are parties to a Conditional Sale Agreement dated as of January 1, 1980 (the "CSA"). NAC and the Agent are parties to an Agreement and Assignment dated as of January 1, 1980 (the "CSA Assignment"). The Lessee and the Trustee are parties to a Lease of Railroad Equipment dated as of January 1, 1980 (the "Lease"). The Trustee and the Agent are parties to an Assignment of Lease dated as of January 1, 1980 (the "Lease Assignment").

The CSA, the CSA Assignment, the Lease and the Lease Assignment were filed and recorded pursuant to 49 U.S.C. § 11303 on March 26, 1980, at 11:35 a.m. and were assigned recordation numbers 11609, 11609-A, 11609-B and 11609-C, respectively.

In order to permit the substitution of certain units of railroad equipment to be built by Portec, Inc., in lieu of units of railroad equipment to have been assembled by Ingalls Industrial Products Corporation, the parties hereto have agreed to amend the CSA, the CSA Assignment, the Lease and the Lease Assignment in certain respects and therefore agree as follows:

1. The first sentence of Article 2 of the CSA is amended to read as follows:

"NAC has contracted with Ingalls Industrial Products Corporation ("Ingalls"), with Pullman Incorporated ("Pullman") and with Portec, Inc. ("Portec"), for the assembly of the Equipment and, following such assembly, NAC will conditionally sell and deliver the Equipment to the Trustee."

2. Section 3.2 of the CSA is hereby amended to

read as follows:

"3.2. Force Majeure. The obligations of NAC as to time of delivery are subject to delays resulting from causes beyond NAC's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riots or civil commotion, sabotage, strikes, differences with workmen, accidents, fires, floods, explosions, damage to plant, equipment or facilities, delays in receiving necessary materials, delays of carriers or subcontractors, or the failure of Ingalls, Pullman or Portec to assemble and deliver the units of Equipment to be assembled by Ingalls, Pullman or Portec (as the case may be) to NAC."

3. The first sentence of Section 3.4 of the CSA is hereby amended to read as follows:

"During construction, the Equipment shall be subject to inspection and approval by authorized inspectors of the Trustee (who may be employees of the Lessee), and NAC shall cause Ingalls, Pullman and Portec to grant to such authorized inspectors reasonable access to the plants at which the units of Equipment are being assembled."

4. The first sentence of Item 2 of Annex A to the CSA is hereby amended to read as follows:

"NAC warrants that the Equipment will be built in accordance with the requirements, specifications and standards set forth or referred to in Article 2 of this Agreement and warrants that the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec) and workmanship under normal use and service."

5. The first sentence of Item 3 of Annex A to the CSA is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed by NAC, Ingalls,

Pullman or Portec, NAC agrees to indemnify, protect and hold harmless the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Trustee, its assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right."

6. Annex B to the CSA is hereby deleted in its entirety and Exhibit 1 hereto is substituted therefor.

7. The first sentence of the second paragraph of Section 3 of the CSA Assignment is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), and in cases of designs, processes or combinations specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec, NAC agrees, to the extent provided in Annex A to the CSA, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right."

8. Section 4(e) of the CSA Assignment is hereby amended to read as follows:

"(e) an opinion of counsel for NAC, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the bills of sale described in subsections (a) and (b) above have been duly authorized, executed and delivered by NAC and that the bills of sale, the CSA and the CSA Assignment are valid and effective to vest in the Agent the

security interest of NAC in such units, and in the Trustee the entire remaining interest of NAC, as the case may be, free from all claims, liens, security interests and other encumbrances arising from, through or under NAC, Ingalls, Pullman or Portec (as the case may be), other than those of the Trustee, the Agent and the Lessee, and persons claiming by, through or under the Trustee, the Agent and the Lessee (counsel may (i) as to Ingalls and Portec rely on the representations and warranties contained in the bill of sale from Ingalls or Portec, as the case may be, to NAC and on a search of the records of the Interstate Commerce Commission, (ii) as to Pullman, rely on an opinion of counsel for Pullman, and (iii) assume the due authorization, execution and delivery of the CSA and the CSA Assignment by the parties thereto other than NAC);"

9. Section 4(i) of the CSA Assignment is hereby amended to read as follows:

"(i) a copy of a bill or bills of sale from Ingalls, Pullman or Portec (as the case may be) to NAC transferring to NAC all right, title and interest of Ingalls, Pullman or Portec in the units, and warranting to NAC that, at the time of delivery of such units to NAC by Ingalls, Pullman or Portec, Ingalls, Pullman or Portec had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of NAC and claims, liens, security interests or encumbrances created by or arising by, through or under NAC, such bill or bills of sale to be certified as authentic by an officer of NAC; and"

10. The first sentence of § 9 of the Lease is hereby amended to read as follows:

"THE TRUSTEE DOES NOT MAKE, HAS NOT MADE AND SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE TRUSTEE DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE NOR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, NOR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY UNIT, EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE, it being agreed that all such risks, as between the Trustee and the Lessee, are to be borne by the Lessee; but the Trustee hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Trustee or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Trustee may have against NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), under the provisions of the CSA; provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Trustee may assert and enforce such claims and rights at the Lessee's sole cost and expense."

11. Section 12.2 of the Lease is amended to read as follows:

"12.2. Indemnification of NAC. The Lessee further agrees to indemnify, protect and hold harmless NAC as a third-party beneficiary hereof from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against NAC because of the use in or about the construction or operation of any of the Units of any article or material specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec or of any design, process or combination specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec which infringes or is claimed to infringe on any patent or other right. The Lessee will give notice to NAC of any claim known to the Lessee from which liability may be charged against NAC, Ingalls, Pullman or Portec hereunder."

12. Appendix A to the Lease is hereby deleted and Exhibit 2 hereto is substituted therefor.

13. The Lease Assignment is hereby amended to permit the aforesaid amendments to the instrument to which it pertains as though originally set forth therein.

14. The parties hereto hereby acknowledge and

consent to each and every amendment to the CSA, the CSA Assignment, the Lease and the Lease Assignment set forth herein.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

16. Except as amended hereby, the CSA, the CSA Assignment, the Lease and the Lease Assignment shall remain in full force and effect.

17. This Amendment Agreement shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

18. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

19. All references to the "CSA", the "CSA Assignment", the "Lease" and the "Lease Assignment" in such instruments shall hereinafter mean the CSA, the CSA Assignment, the Lease and the Lease Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

NORTH AMERICAN CAR CORPORATION,

by

[Corporate Seal]

Attest:

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	LO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

APPENDIX A TO LEASE

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	LO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of NORTH AMERICAN CAR CORPORATION, a Delaware corporation, 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires

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

On this *20th* day of *June* 1980, before me personally appeared *L. Miller*, to me personally known, who, being by me duly sworn, says that he is *Treasurer* of A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation, 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.



[Notarial Seal]

R. P. Lichtenberger
Notary Public

My Commission expires *12/8/81*

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

On this _____ day of _____ 1980, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of LA SALLE NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires _____

AMENDMENT AGREEMENT dated as of June 1, 1980, among NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NAC"), EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, not in its individual capacity, but solely as Trustee under an Amended and Restated Trust Agreement dated as of January 1, 1980 ("Trustee"), A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation ("Lessee"), and LA SALLE NATIONAL BANK, a national banking association ("Agent").

NAC and the Trustee are parties to a Conditional Sale Agreement dated as of January 1, 1980 (the "CSA"). NAC and the Agent are parties to an Agreement and Assignment dated as of January 1, 1980 (the "CSA Assignment"). The Lessee and the Trustee are parties to a Lease of Railroad Equipment dated as of January 1, 1980 (the "Lease"). The Trustee and the Agent are parties to an Assignment of Lease dated as of January 1, 1980 (the "Lease Assignment").

The CSA, the CSA Assignment, the Lease and the Lease Assignment were filed and recorded pursuant to 49 U.S.C. § 11303 on March 26, 1980, at 11:35 a.m. and were assigned recordation numbers 11609, 11609-A, 11609-B and 11609-C, respectively.

In order to permit the substitution of certain units of railroad equipment to be built by Portec, Inc., in lieu of units of railroad equipment to have been assembled by Ingalls Industrial Products Corporation, the parties hereto have agreed to amend the CSA, the CSA Assignment, the Lease and the Lease Assignment in certain respects and therefore agree as follows:

1. The first sentence of Article 2 of the CSA is amended to read as follows:

"NAC has contracted with Ingalls Industrial Products Corporation ("Ingalls"), with Pullman Incorporated ("Pullman") and with Portec, Inc. ("Portec"), for the assembly of the Equipment and, following such assembly, NAC will conditionally sell and deliver the Equipment to the Trustee."

2. Section 3.2 of the CSA is hereby amended to

read as follows:

"3.2. Force Majeure. The obligations of NAC as to time of delivery are subject to delays resulting from causes beyond NAC's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riots or civil commotion, sabotage, strikes, differences with workmen, accidents, fires, floods, explosions, damage to plant, equipment or facilities, delays in receiving necessary materials, delays of carriers or subcontractors, or the failure of Ingalls, Pullman or Portec to assemble and deliver the units of Equipment to be assembled by Ingalls, Pullman or Portec (as the case may be) to NAC."

3. The first sentence of Section 3.4 of the CSA is hereby amended to read as follows:

"During construction, the Equipment shall be subject to inspection and approval by authorized inspectors of the Trustee (who may be employees of the Lessee), and NAC shall cause Ingalls, Pullman and Portec to grant to such authorized inspectors reasonable access to the plants at which the units of Equipment are being assembled."

4. The first sentence of Item 2 of Annex A to the CSA is hereby amended to read as follows:

"NAC warrants that the Equipment will be built in accordance with the requirements, specifications and standards set forth or referred to in Article 2 of this Agreement and warrants that the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec) and workmanship under normal use and service."

5. The first sentence of Item 3 of Annex A to the CSA is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed by NAC, Ingalls,

Pullman or Portec, NAC agrees to indemnify, protect and hold harmless the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Trustee, its assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right."

6. Annex B to the CSA is hereby deleted in its entirety and Exhibit 1 hereto is substituted therefor.

7. The first sentence of the second paragraph of Section 3 of the CSA Assignment is hereby amended to read as follows:

"Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), and in cases of designs, processes or combinations specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec, NAC agrees, to the extent provided in Annex A to the CSA, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right."

8. Section 4(e) of the CSA Assignment is hereby amended to read as follows:

"(e) an opinion of counsel for NAC, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the bills of sale described in subsections (a) and (b) above have been duly authorized, executed and delivered by NAC and that the bills of sale, the CSA and the CSA Assignment are valid and effective to vest in the Agent the

security interest of NAC in such units, and in the Trustee the entire remaining interest of NAC, as the case may be, free from all claims, liens, security interests and other encumbrances arising from, through or under NAC, Ingalls, Pullman or Portec (as the case may be), other than those of the Trustee, the Agent and the Lessee, and persons claiming by, through or under the Trustee, the Agent and the Lessee (counsel may (i) as to Ingalls and Portec rely on the representations and warranties contained in the bill of sale from Ingalls or Portec, as the case may be, to NAC and on a search of the records of the Interstate Commerce Commission, (ii) as to Pullman, rely on an opinion of counsel for Pullman, and (iii) assume the due authorization, execution and delivery of the CSA and the CSA Assignment by the parties thereto other than NAC);"

9. Section 4(i) of the CSA Assignment is hereby amended to read as follows:

"(i) a copy of a bill or bills of sale from Ingalls, Pullman or Portec (as the case may be) to NAC transferring to NAC all right, title and interest of Ingalls, Pullman or Portec in the units, and warranting to NAC that, at the time of delivery of such units to NAC by Ingalls, Pullman or Portec, Ingalls, Pullman or Portec had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of NAC and claims, liens, security interests or encumbrances created by or arising by, through or under NAC, such bill or bills of sale to be certified as authentic by an officer of NAC; and"

10. The first sentence of § 9 of the Lease is hereby amended to read as follows:

"THE TRUSTEE DOES NOT MAKE, HAS NOT MADE AND SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE TRUSTEE DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE NOR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, NOR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY UNIT, EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE, it being agreed that all such risks, as between the Trustee and the Lessee, are to be borne by the Lessee; but the Trustee hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Trustee or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Trustee may have against NAC, Ingalls Industrial Products Corporation ("Ingalls"), Pullman Incorporated ("Pullman") or Portec, Inc. ("Portec"), under the provisions of the CSA; provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Trustee may assert and enforce such claims and rights at the Lessee's sole cost and expense."

11. Section 12.2 of the Lease is amended to read as follows:

"12.2. Indemnification of NAC. The Lessee further agrees to indemnify, protect and hold harmless NAC as a third-party beneficiary hereof from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against NAC because of the use in or about the construction or operation of any of the Units of any article or material specified by the Lessee and not manufactured by NAC, Ingalls, Pullman or Portec or of any design, process or combination specified by the Lessee and not developed by NAC, Ingalls, Pullman or Portec which infringes or is claimed to infringe on any patent or other right. The Lessee will give notice to NAC of any claim known to the Lessee from which liability may be charged against NAC, Ingalls, Pullman or Portec hereunder."

12. Appendix A to the Lease is hereby deleted and Exhibit 2 hereto is substituted therefor.

13. The Lease Assignment is hereby amended to permit the aforesaid amendments to the instrument to which it pertains as though originally set forth therein.

14. The parties hereto hereby acknowledge and

consent to each and every amendment to the CSA, the CSA Assignment, the Lease and the Lease Assignment set forth herein.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

16. Except as amended hereby, the CSA, the CSA Assignment, the Lease and the Lease Assignment shall remain in full force and effect.

17. This Amendment Agreement shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

18. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall execute a counterpart thereof.

19. All references to the "CSA", the "CSA Assignment", the "Lease" and the "Lease Assignment" in such instruments shall hereinafter mean the CSA, the CSA Assignment, the Lease and the Lease Assignment as amended by this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

NORTH AMERICAN CAR CORPORATION,

by

[Corporate Seal]

Attest:

EXCHANGE NATIONAL BANK OF
CHICAGO, not in its individual
capacity but solely as Trustee
under an Amended and Restated
Trust Agreement dated as of
January 1, 1980,

by

[Seal]

Attest:

A. E. STALEY MANUFACTURING
COMPANY,

by

[Corporate Seal]

Attest:

LA SALLE NATIONAL BANK,
as Agent,

by

William M. Meyer
VICE PRESIDENT

[Seal]

Attest:

M. Mihalic

ASSISTANT SECRETARY

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4,750- cubic foot covered hopper cars	LO	NAC's S27**	Ingalls Industrial Products Corpora- tion, Pascagoula, Mississippi	131	STLX 1000- 1130	\$44,010	\$ 5,765,310	March 1980 through June 1980 at Pascagoula, Mississippi
"	"	"	Portec, Inc., Atlanta, Georgia	34	STLX 1131- 1164	"	1,496,340	June 1980 at Chattanooga, Tennessee
"	"	Pullman's spec. 3782 for lot 1072A dated 2/10/78, last revised 1/24/80†	Pullman Incorporated (Standard Division), Butler, Pennsylvania	50	STLX 1165- 1214	"	2,200,500	May 1980 and June 1980 at Butler, Pennsylvania
				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

APPENDIX A TO LEASE

Units of Railroad Equipment

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Specifi- cations</u>	<u>Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price*</u>	<u>Estimated Total Base Price*</u>	<u>Estimated Time and Place of Delivery</u>
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				150	STLX 1215- 1364	46,010	6,901,500	
Totals				365			\$16,363,650	

* Not including freight charges which are to be prepaid by NAC and included in NAC's invoices.

** As modified to include vibrator brackets and hydraulic snubbers.

† As modified to include hydraulic snubbers.

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of NORTH AMERICAN CAR CORPORATION, a Delaware corporation, 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Notary Public

[Notarial Seal]

My Commission expires

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

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of A. E. STALEY MANUFACTURING COMPANY, a Delaware corporation, 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this *19th* day of *June* 1980, before me personally appeared *William M. Bayuk*, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of LA SALLE NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking 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 national banking association.

Loretta Harris

Notary Public

[Notarial Seal]

My Commission expires

MY COMMISSION EXPIRES JULY 12, 1980