

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 7023-B Filed 1425 OFFICE OF THE SECRETARY

2-349 ACT 11
DEC 15 1982-9 20 AM

DIRECT DIAL NUMBER

312/559- 6165

December 14, 1982

File No. A-8487

INTERSTATE COMMERCE COMMISSION
No. DEC 15 1982

Date

Fee \$ 10.00

ICC Washington, D. C.

L.C.C.
OPERATION BR.

DEC 15 9 24 AM '82

RECEIVED

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

Re: Conditional Sale Agreement dated as of April 1, 1973 among Pullman Incorporated (Pullman-Standard Division) as Vendor, Bechtel Constructors, Incorporated as Vendee, and Chicago and North Western Transportation Company, as Guarantor and Agreement and Assignment dated as of April 1, 1973 between Pullman Incorporated (Pullman-Standard Division) and Mercantile Safe Deposit and Trust Company, as Agent assigned Recordation No. 7023 on May 8, 1973 and 7023-A on May 25, 1973 respectively.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment dated as of December 1, 1982 whereby the parties of the original agreement consent to a merger and change in the names of certain of the parties as specified in the Amendment

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, IL 60606
2. Sequoia Ventures, Inc., (formerly Bechtel Corporation) Fifty Beale Street, San Francisco, CA 94105

Handwritten signature: Steven Paul...

3. Sequoia Leasing, Corporation (formerly Bechtel Constructors, Incorporated) Fifty Beale Street, San Francisco, CA 94105
4. Mercantile Safe Deposit and Trust Company, 200 Hopkins Plaza, Baltimore, MD 21201 as Agent.

Enclosed is our check for \$10.00 to cover your recordation fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation date.

Sincerely,



J. S. Edwards
Assistant Secretary

cc: R. D. Smith D. E. Stockham
Z. Steiger R. R. DeWitt
R. F. Guenther

cc: Mr. John Duff, Jr.
Chief Counsel
Bechtel Investments
P.O. Box 3965
San Francisco, CA 94119

Mr. R. E. Schreiber
Assistant Vice President
Mercantile Safe Deposit
& Trust Company
200 Hopkins Plaza
Baltimore, MD 21201

Mr. E. Whilby
Investment Officer
John Hancock Mutual Life
Insurance Company
Bond and Corporate Finance
Department

John Hancock Place
P. O. Box 11
Boston, MA 02117

Arthur Anderson & Co.
ATTN: Gary Holdren

CS(101)

Interstate Commerce Commission
Washington, D.C. 20423

12/15/82

OFFICE OF THE SECRETARY

J.S. Edwards
Assist. Sec.
Chicago & Northwestern Transp. Co.
One North Western Center
Chicago, Illinois 60606

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 **12/15/82** at **9:30am**, and assigned re-
recording number (s) **7023-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

AMENDMENT

DEC 15 1982-9 20 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT, dated as of December 1, 1982, to the Conditional Sale Agreement (the "Agreement") dated as of April 1, 1973 among Pullman Incorporated (Pullman-Standard Division), a Delaware corporation ("Pullman"), Chicago and North Western Transportation Company, a Delaware corporation ("C&NW"), Bechtel Constructors, Incorporated, a Nevada corporation;

WHEREAS, pursuant to an Agreement and Assignment dated as of April 1, 1973 between Pullman and Mercantile Safe Deposit and Trust Company, acting as Agent under a Finance Agreement dated as of April 1, 1973 (the "Agent"), Pullman assigned to the Agent certain of its rights in the Agreement and in the Equipment (as defined therein):

WHEREAS, the obligations of Bechtel Constructors, Incorporated under the Agreement have been guaranteed by Bechtel Corporation, a Delaware corporation;

WHEREAS, Bechtel Constructors, Incorporated and Bechtel Corporation have amended their Certificates of Incorporation to change their names to Sequoia Leasing, Incorporated ("SLI") and Sequoia Ventures Inc. ("SVI"), respectively;

WHEREAS, SVI holds all the issued and outstanding shares of capital stock of SLI; and

WHEREAS it is anticipated that on or before December 31, 1982 SLI will be merged into SVI;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

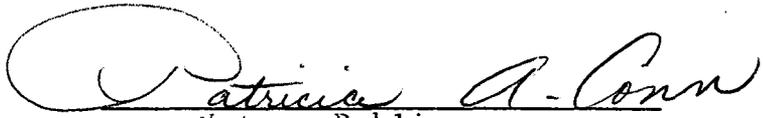
1. The Agent and C&NW each consents to the merger of SLI into SVI on or before December 31, 1982.

2. SVI agrees to assume all the obligations of SLI under the Agreement effective upon such merger.

3. C&NW agrees that it will cause this Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, and SVI agrees that it will, at its expense,

STATE OF MARYLAND)
)
CITY OF BALTIMORE) ss:

On this 13th day of December, 1982, before me personally appeared T. A. SUMMERLIN, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of MERCANTILE SAFE DEPOSIT & TRUST COMPANY, 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.

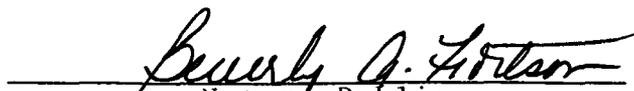

Notary Public

(Notarial Seal)

My Commission Expires 7-1-86

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 14 of December, 1982, before me personally appeared T. A. TIDGLEFF, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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

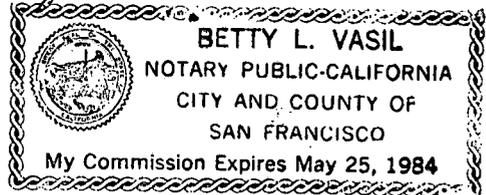
STATE OF CALIFORNIA)
)
CITY AND COUNTY OF) ss:
)
SAN FRANCISCO)

On this 10 day of December, 1982, before me personally appeared S. V. White, to me personally known, who, being by me duly sworn, says that he is President of SEQUOIA VENTURES INC., that the seal 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.

BETTY L. VASIL
(Notarial Seal)
My Commission Expires
May 25, 1984

Betty L. Vasil

Notary Public



STATE OF CALIFORNIA)
)
CITY AND COUNTY OF) ss:
)
SAN FRANCISCO)

On this 10 day of December, 1982, before me personally appeared S. V. White, to me personally known, who, being by me duly sworn, says that he is President of SEQUOIA LEASING, INCORPORATED, that the seal 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.

BETTY L. VASIL
(Notarial Seal)
My Commission Expires
May 25, 1984
1

Betty L. Vasil

Notary Public

