

cc. ves.

THIS INSTRUMENT HAS BEEN ELECTRONICALLY RECORDED RECORDATION NO. 8298-R Filed & Recorded
IN 18 COUNTERPARTS, OF WHICH
THIS IS COUNTERPART NO. 7
MAY 6 1976 11 55 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of April 1, 1976 between FMC CORPORATION (hereinafter called the Builder), BIRMINGHAM TRUST NATIONAL BANK, not in its individual capacity but acting solely as a trustee (hereinafter called the Vendee), THE WESTERN SAVING FUND SOCIETY OF PHILADELPHIA, and SCHULER INDUSTRIES, INC.

WHEREAS, the Builder and the Vendee desire to amend the Conditional Sale Agreement as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. On page 5 of the Conditional Sale Agreement, the percentage "20.7669" set forth in the second line of clause (a) of the second paragraph of Article 4 be, and the same hereby is, changed to read "22.9," and the percentage "79.2331" set forth in the fourth line of the same clause (a) of the second paragraph of Article 4 be, and the same hereby is, changed to read "77.1."

B. On page 5 of the Conditional Sale Agreement, the number "58" set forth in the first line of clause (b) of the second paragraph of Article 4 be, and the same hereby is, changed to read "55."

C. On page 6 of the Conditional Sale Agreement, the date "January 15, 1991" set forth in the first sentence of the fourth paragraph of Article 4 be, and the same hereby is, changed to read "April 15, 1990."

D. On page 6 of the Conditional Sale Agreement, the penultimate sentence of the fourth paragraph of Article 4 be, and the same hereby is, changed in its entirety to read as follows:

The 55 installments of principal payable on each Payment Date shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be substantially in proportion to the amount and allocation of principal and interest on such Payment Date set forth in Schedule 1 hereto.

E. Schedule I to the Conditional Sale Agreement set forth as Exhibit A hereto be, and the same hereby is, attached to the Conditional Sale Agreement as Schedule I thereto.

F. By its signature hereto, Schuler Industries, Inc., as beneficiary under and a party to the Trust Agreement dated as of April 1, 1976 between Schuler Industries, Inc. and the Vendee, hereby requests the Vendee to enter into this Amendment and hereby approves, agrees with, and consents to the foregoing amendment.

G. By its signature hereto, the Western Saving Fund Society of Philadelphia, as Assignee under the Agreement and Assignment dated as of April 1, 1976, between The Western Saving Fund Society of Philadelphia and the Builder, hereby approves, agrees with, and consents to the foregoing amendment.

H. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Amendment shall be governed by the laws of the Commonwealth of Pennsylvania. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same

contract, which shall be sufficiently evidenced by any such original counterpart.

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

FMC CORPORATION

By Daniel C. Smith
Vice President

Date: April 26, 1976

[Corporate Seal]

Attest:

R. J. Day

BIRMINGHAM TRUST NATIONAL BANK,
not in its individual capacity
but solely as a trustee under a
Trust Agreement with Schuler
Industries, Inc.

By _____
Vice President

Date: April __, 1976

[Corporate Seal]

Attest:

SCHULER INDUSTRIES, INC.

By _____
Vice President

Date: April __, 1976

[Corporate Seal]

Attest:

contract, which shall be sufficiently evidenced by any such original counterpart.

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

FMC CORPORATION

By _____
Vice President

Date: April __, 1976

[Corporate Seal]

Attest:

BIRMINGHAM TRUST NATIONAL BANK,
not in its individual capacity
but solely as a trustee under a
Trust Agreement with Schuler
Industries, Inc.

By Carl E. Smith
Vice President

Date: April 28, 1976

[Corporate Seal]

Attest:

Michael R. De...

SCHULER INDUSTRIES, INC.

By Jerry D. Hart
Vice President

Date: April 27, 1976

[Corporate Seal]

Attest:

John J. Green

THE WESTERN SAVING FUND SOCIETY
OF PHILADELPHIA

By John W. Gal
Vice President

Date: April 26, 1976

[Corporate Seal]

Attest:

C. B. Brown

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

On this 26th day of April, 1976, before me personally appeared Daniel C. Smith, to me personally known, who, being by me duly sworn, says that he is Vice President of FMC CORPORATION, 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.

Alfred A. Lewis
NOTARY PUBLIC in and for the State
of Illinois residing at
Chicago

[Notarial Seal]
My Commission expires
My Commission Expires January 9, 1979

STATE OF PENNSYLVANIA.)
)
COUNTY OF PHILADELPHIA.) ss.

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of THE WESTERN SAVING FUND SOCIETY OF PHILADELPHIA, that one of the seals affixed to the foregoing instrument is the corporate seal of said association and 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.

NOTARY PUBLIC in and for the State
of Pennsylvania residing at _____

[Notarial Seal]
My Commission expires

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

On this _____ day of _____, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of FMC CORPORATION, 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 in and for the State
of Illinois residing at

[Notarial Seal]
My Commission expires

STATE OF PENNSYLVANIA.)
) ss.
COUNTY OF PHILADELPHIA.)

On this 26th day of April, 1976, before me personally appeared John W. Jell, to me personally known, who, being by me duly sworn, says that he is the Vice Pres. of THE WESTERN SAVING FUND SOCIETY OF PHILADELPHIA, that one of the seals affixed to the foregoing instrument is the corporate seal of said association and 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.

Dante M. Cirelli
NOTARY PUBLIC in and for the State
of Pennsylvania residing at
Broad & Chestnut Sts.

[Notarial Seal]
My Commission expires

DANTE M. CIRELLI
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires April 13, 1977.

STATE OF ALABAMA,)
) ss.
COUNTY OF JEFFERSON.)

On this 28th day of April, 1976, before me personally appeared CARL B. SMITH, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of BIRMINGHAM TRUST NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the 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.

Burton M. Skelton
MY COMMISSION EXPIRES OCTOBER 29, 1978

(Notarial Seal)

STATE OF ALABAMA,)
) ss.
COUNTY OF JEFFERSON.)

On this 27 day of April, 1976, before me personally appeared Jerry D. Hart, to me personally known, who being by me duly sworn, says that he is a Vice President of SCHULER INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of corporation, that said instrument was signed and sealed on behalf of 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.

Dorothy Gay

(Notarial Seal)

SCHEDULE I TO CONDITIONAL
SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional
Sale Indebtedness

DATE	PRINCIPAL	INTEREST (10.500000%)	PRINCIPAL RECOVERY	PAYMENT
7/15/76	\$1,000,000.00			
10/15/76	991,554.16	\$26,250.00	\$8,445.84	\$34,695.84
1/15/77	982,886.62	26,028.30	8,667.54	34,695.84
4/15/77	973,991.55	25,800.77	8,895.07	34,695.84
7/15/77	964,862.99	25,567.28	9,128.56	34,695.84
10/15/77	955,494.80	25,327.65	9,368.19	34,695.84
1/15/78	945,880.70	25,081.74	9,614.10	34,695.84
4/15/78	936,014.23	24,829.37	9,866.47	34,695.84
7/15/78	925,888.76	24,570.37	10,125.47	34,695.84
10/15/78	915,497.50	24,304.58	10,391.26	34,695.84
1/15/79	904,833.47	24,031.81	10,664.03	34,695.84
4/15/79	893,889.51	23,751.88	10,943.96	34,695.84
7/15/79	882,658.27	23,464.60	11,231.24	34,695.84
10/15/79	871,132.21	23,169.78	11,526.06	34,695.84
1/15/80	859,303.59	22,867.22	11,828.62	34,695.84
4/15/80	847,164.47	22,556.72	12,139.12	34,695.84
7/15/80	834,706.70	22,238.07	12,457.77	34,695.84
10/15/80	821,921.91	21,911.05	12,784.79	34,695.84
1/15/81	808,801.52	21,575.45	13,120.39	34,695.84
4/15/81	795,336.72	21,231.04	13,464.80	34,695.84
7/15/81	781,518.47	20,877.59	13,818.25	34,695.84
10/15/81	767,337.49	20,514.86	14,180.98	34,695.84
1/15/82	752,784.26	20,142.61	14,553.23	34,695.84
4/15/82	737,849.01	19,760.59	14,935.25	34,695.84
7/15/82	722,521.71	19,368.54	15,327.30	34,695.84
10/15/82	706,792.06	18,966.19	15,729.65	34,695.84
1/15/83	690,649.51	18,553.29	16,142.55	34,695.84
4/15/83	674,083.22	18,129.55	16,566.29	34,695.84
7/15/83	657,082.06	17,694.68	17,001.16	34,695.84
10/15/83	639,634.62	17,248.40	17,447.44	34,695.84
1/15/84	621,729.19	16,790.41	17,905.43	34,695.84
4/15/84	603,353.74	16,320.39	18,375.45	34,695.84
7/15/84	584,495.94	15,838.04	18,857.80	34,695.84
10/15/84	565,143.12	15,343.02	19,352.82	34,695.84
1/15/85	545,282.29	14,835.01	19,860.83	34,695.84
4/15/85	524,900.11	14,313.66	20,382.18	34,695.84
7/15/85	503,982.90	13,778.63	20,917.21	34,695.84
10/15/85	482,516.61	13,229.55	21,466.29	34,695.84
1/15/86	460,486.83	12,666.06	22,029.78	34,695.84
4/15/86	437,878.77	12,087.78	22,608.06	34,695.84
7/15/86	414,677.25	11,494.32	23,201.52	34,695.84
10/15/86	390,866.69	10,885.28	23,810.56	34,695.84
1/15/87	366,431.10	10,260.25	24,435.59	34,695.84