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**FOURTH AMENDMENT TO MORTGAGE, OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE, ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT**

THIS FOURTH AMENDMENT TO MORTGAGE, OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE, ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Amendment"), made and entered into as of the 15th day of November, 2011, is by and between AMSTED RAIL COMPANY, INC. (successor by merger to AFS-Keystone, Inc.), with a mailing address of c/o Amsted Industries Incorporated, 205 North Michigan Avenue, 44<sup>th</sup> Floor, Chicago, Illinois 60601 (the "Mortgagor"), and BANK OF AMERICA, N.A., a national banking association, as Collateral Agent, with a mailing address of 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, California 94103, in such capacity as Collateral Agent, "Mortgagee").

**WITNESSETH**

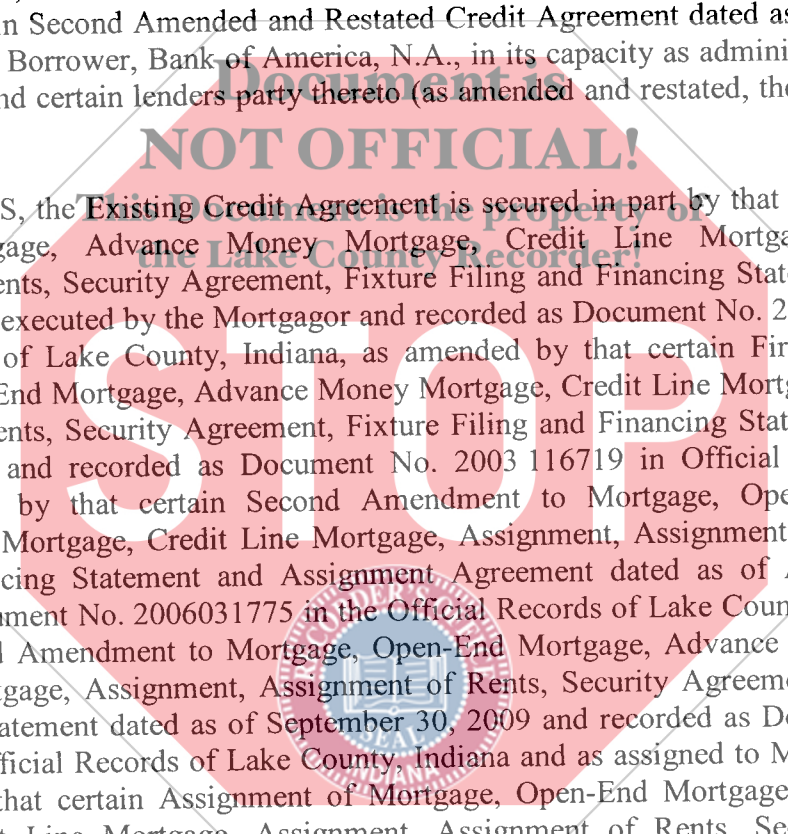
WHEREAS, Amsted Industries Incorporated, a Delaware corporation (the "Borrower") is party to that certain Second Amended and Restated Credit Agreement dated as of April 6, 2006 by and among the Borrower, Bank of America, N.A., in its capacity as administrative agent and collateral agent, and certain lenders party thereto (as amended and restated, the "Existing Credit Agreement");

WHEREAS, the Existing Credit Agreement is secured in part by that certain Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of October 16, 2000 executed by the Mortgagor and recorded as Document No. 2000 07737 in the Official Records of Lake County, Indiana, as amended by that certain First Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of August 19, 2003 and recorded as Document No. 2003 116719 in Official Records of Lake County, Indiana, by that certain Second Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Fixture Filing and Financing Statement and Assignment Agreement dated as of April 6, 2006 and recorded as Instrument No. 2006031775 in the Official Records of Lake County, Indiana and by that certain Third Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of September 30, 2009 and recorded as Document No. 2009 068830 in the Official Records of Lake County, Indiana and as assigned to Mortgagee pursuant to the terms of that certain Assignment of Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of September 30, 2009 and recorded as Document No. 2009 068829 in the Official Records of Lake County, Indiana (as amended and assigned, the "Mortgage");

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WHEREAS, the Existing Credit Agreement is being replaced with a Third Amended and Restated Credit Agreement by and among the Borrower, Bank of America, N.A., as administrative agent and collateral agent, the lenders party thereto, and Wells Fargo Bank, N.A., as an issuing bank (as amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the execution of the Credit Agreement that the Mortgage be amended as set forth herein.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. Amendment of Mortgage. The Mortgage is hereby amended as follows:

(a) Amended Credit Agreement. All references in the Mortgage to the "Credit Agreement" shall be deemed to be references to the Credit Agreement as defined in this Amendment.

(b) Termination Date. All references in the Mortgage to "April 5, 2013" are hereby deleted and replaced with "November 14, 2016". All references in the Mortgage to "April 6, 2013" are hereby deleted and replaced with "November 15, 2016",

(c) Principal Amount. All references in the Mortgage to "\$1,250,000,000", "\$1,000,000,000", "\$525,000,000.00", "\$545,000,000.00" or "\$775,000,000.00" are hereby deleted and replaced with "\$350,000,000.00".

(d) Section 2.01. Section 2.01 of the Mortgage is amended to read as follows:

"SECTION 2.01. Obligations Secured. This Mortgage secures the payment of all Obligations of Mortgagor now or hereafter existing under or (a) in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, (b) the payment of all obligations of Mortgagor now or hereafter existing under any Hedge Agreement between Mortgagor and any Hedge Bank, (c) all obligations now or hereafter existing under any Treasury Management Agreement between Mortgagor and any Treasury Management Provider and (e) all obligations of Mortgagor now or hereafter existing with respect to any Designated Foreign Facility Agreement (all such obligations described in clauses (a), (b), (c), (d) and (e) above collectively, the "**Secured Obligations**"); provided, however, that the aggregate amount of the above obligations the payment of which is secured by this Mortgage shall not exceed \$350,000,000.00 ("**Maximum Amount**"). The Secured

Obligations shall become due and payable no later than November 15, 2016.”

2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

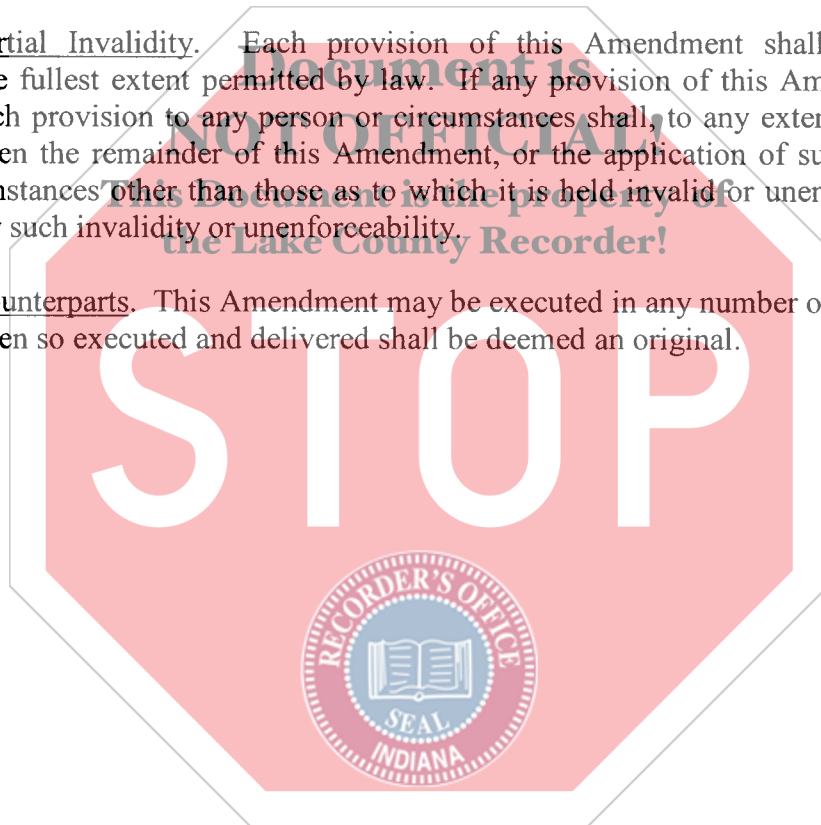
3. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Headings. The headings of the paragraphs of this Amendment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Amendment or used in any manner in the interpretation of this Amendment.

5. Interpretation. Whenever the context so requires in this Amendment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word “person” shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

6. Partial Invalidity. Each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Amendment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.



IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date above first written.

Mortgagor:

AMSTED RAIL COMPANY, INC.,  
a Delaware corporation

By: Glenn E. Chamberlin  
Name: Glenn E. Chamberlin  
Title: Attorney-In-Fact

Mortgagee:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date above first written.

Mortgagor:

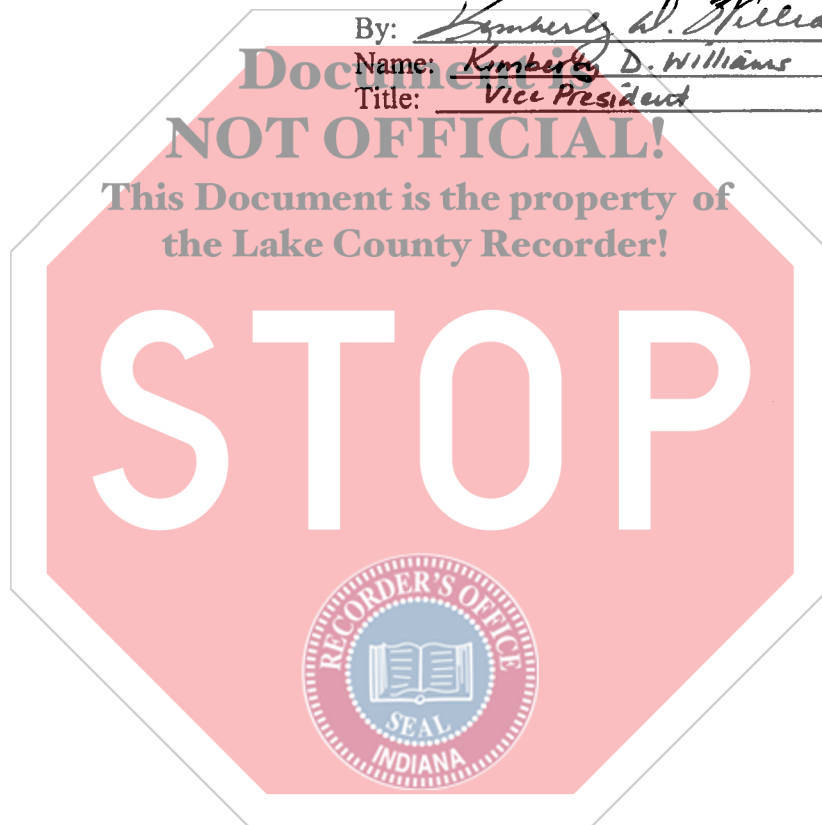
AMSTED RAIL COMPANY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mortgagee:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Kimberly D. Williams  
Name: Kimberly D. Williams  
Title: Vice President



STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, a Notary Public in and for said County and State, personally appeared Glenn E. Chamberlin, known to be the Attorney-In-Fact of Amsted Rail Company, Inc., a Delaware corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 14th day of November, 2011.

Deborah A. Simpson  
Notary Public - Signature

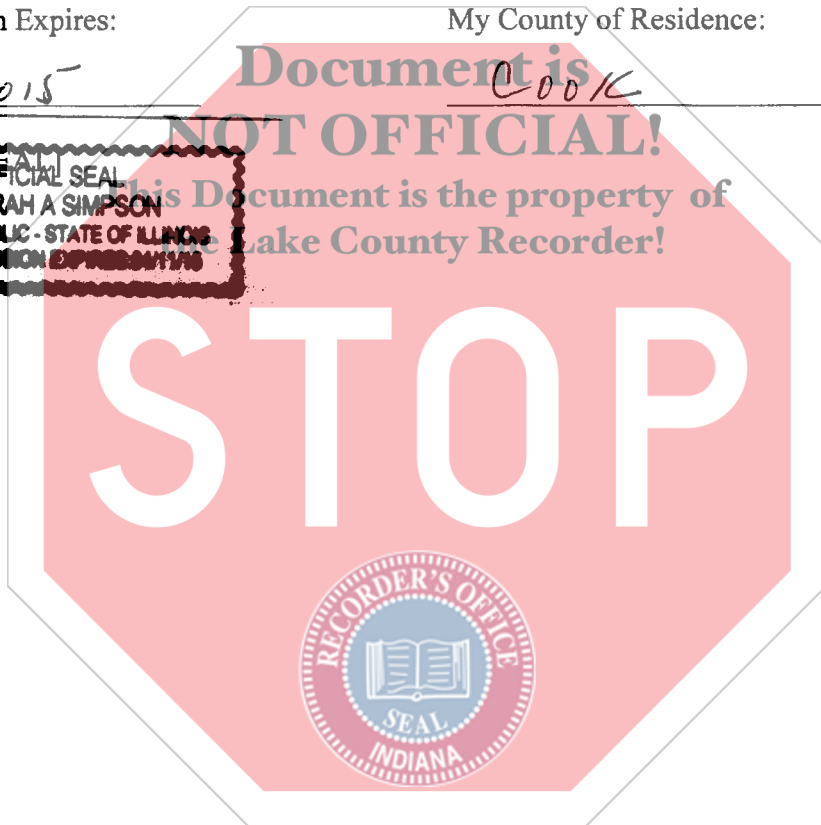
Deborah A. Simpson  
Notary Public - Printed

My Commission Expires:

4/11/2015

My County of Residence:

COOK



STATE OF North Carolina )  
COUNTY OF Mecklenburg ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kimberly D. Williams, known to be the Vice President of Bank of America, N.A., a national banking association, as Collateral Agent, and acknowledged the execution of the foregoing for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 14 day of November, 2011.

Debra Hill  
Notary Public - Signature

Debra Hill  
Notary Public - Printed

My Commission Expires:

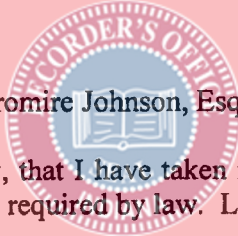
**DEBRA HILL**  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires Nov. 12, 2016

My County of Residence:

Mecklenburg

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

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This instrument was prepared by Lea Stromire Johnson, Esq.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. Lea Stromire Johnson, Esq.

After recordation, mail to: Moore & Van Allen PLLC, Bank of America Corporate Center, 100 North Tryon Street, Floor 47, Charlotte, North Carolina 28202-4003; Attention: Lea Stromire Johnson.