

RECORDATION NO. 6305-C Filed & Recorded

DEC 30 1971-12 00 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE
COMMERCE COMMISSION
RECEIVED

DEC 30 1971

ADMINISTRATIVE SERVICES
MAIL BRANCH

AMENDMENT

Dated as of December 1, 1971

to

CONDITIONAL SALE AGREEMENT

Dated as of July 15, 1971

AMENDMENT dated as of December 1, 1971 to Conditional Sale Agreement dated as of July 15, 1971 (hereinafter called the Conditional Sale Agreement) among ITEL Leasing Development, Inc., a Delaware corporation (hereinafter called the Builder), United States Trust Company of New York, acting as Agent under a Finance Agreement dated as of July 15, 1971, as assignee of the Builder, Elgin, Joliet and Eastern Railway Company, an Indiana and Illinois corporation and First Western Bank and Trust Company, a California banking corporation (hereinafter called the Vendee), as Trustee under a Trust Agreement dated as of July 1, 1971 with The First National Bank of Saint Paul.

WHEREAS, under the the Conditional Sale Agreement the Builder agrees to construct, sell and deliver to the Vendee, and the Vendee agrees to purchase, the 200 Center Dump Hopper Cars covered thereby and described in Annex A thereto (hereinafter called the Equipment); and

WHEREAS, the parties agree that each unit of Equipment covered thereby shall be constructed having a capacity of 77 tons notwithstanding the fact that the Conditional Sale Agreement presently describes the Equipment as having a capacity of 55 tons;

Now, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The description of the Equipment appearing on the cover of the Conditional Sale Agreement is hereby changed from "[Cov-

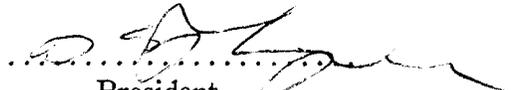
ering 200 55-ton Center Dump Hopper Cars]" to "[Covering 200 77-ton Center Dump Hopper Cars]".

2. The description of the Equipment appearing in Annex A to the Conditional Sale Agreement under the caption "Type" is hereby changed from "55-ton Center Dump Hopper Cars" to "77-ton Center Dump Hopper Cars".

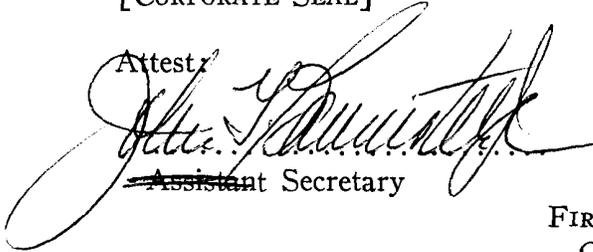
3. The Conditional Sale Agreement remains unchanged in all other respects.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed all as of the date first above written.

ITEL LEASING DEVELOPMENT, INC.

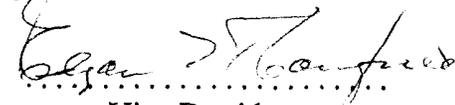
By 
President

[CORPORATE SEAL]

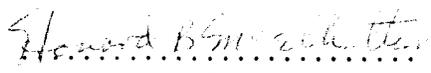
Attest:

Assistant Secretary

FIRST WESTERN BANK AND TRUST COMPANY, As Trustee under a Trust Agreement dated as of July 1, 1971

[CORPORATE SEAL]

By 
Vice President

Attest:


Assistant Secretary

ELGIN, JOLIET AND EASTERN
RAILWAY COMPANY

[CORPORATE SEAL]

By *W. Fraetlich*
.....
Vice President—Finance

Attest:

L. F. Young
.....
Assistant Secretary

UNITED STATES TRUST COMPANY
OF NEW YORK, as Agent

[CORPORATE SEAL]

By *Robert G. ...*
.....
Assistant Vice President

Attest:

John R. Scocca
.....
Assistant Secretary

STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this *23* day of *December*, 1971, before me personally appeared *B. J. Thayer* to me personally known, who, being by me duly sworn, says, that he is the *President* of ITEL LEASING DEVELOPMENT, INC., that the seal 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.

Angela Ann Casario
Notary Public

[NOTARIAL SEAL]

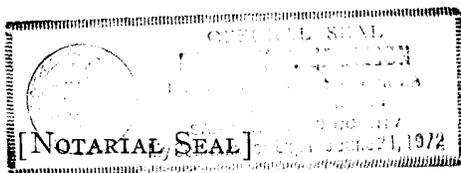
My commission expires



STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this *23* day of *December*, 1971, before me personally appeared **EDGAR H. CAMPBELL** to me personally known, who, being by me duly sworn, says that he is a **Vice** President of FIRST WESTERN BANK AND TRUST COMPANY, that the seal 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.

Edgar H. Campbell
Notary Public



My commission expires

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss.:

On this ^{28th} day of ^{December}, 1971 before me personally appeared ^{V.W. Kratoch} to me personally known, who, being by me duly sworn, says that he is the ^{Vice-President} of ELGIN, JOLIET and EASTERN RAILWAY COMPANY, 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.

Notary Public
PITTSBURGH, PA.
MY COMMISSION EXPIRES
JULY 14, 1975

Arthur S. Murphy
Notary Public

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this ^{22nd} day of ^{Dec.}, 1971 before me personally appeared **MALCOLM J. HOOD** to me personally known, who, being by me duly sworn, says that he is ~~ASST. VICE PRESIDENT~~ UNITED STATES TRUST COMPANY OF NEW YORK, 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 the By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James E. Logan
Notary Public

[NOTARIAL SEAL]

JAMES E. LOGAN
Notary Public, State of New York
No. 24-2393228
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1973