

RECORDATION NO. 6095-3 Filed & Recorded

MAY 17 1971 - 12 40 PM

EXECUTED IN 20 COUNTERPARTS

OF WHICH THIS IS NO. 20

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of May 1, 1971 among THE CHESSIE CORPORATION, a Delaware corporation ("The Chessie Corporation"), INTERNATIONAL RAMCO, INC. (International Car Co. Division), an Illinois corporation ("International RAMCO") (The Chessie Corporation and International Ramco being herein sometimes collectively referred to as the "Manufacturers" and individually as "Manufacturer"), D. E. MUNDELL and BEN MAUSHARDT, not in their individual capacities but solely as Trustees ("Trustee") under Trust Agreement dated as of March 1, 1971 ("Trust Agreement"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Trustee ("Agent") and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Guarantor");

W I T N E S S E T H:

WHEREAS, the Manufacturers, the Trustee, the Agent and the Guarantor have heretofore executed and delivered that certain Conditional Sale Agreement dated as of March 1, 1971 (the "Conditional Sale Agreement") providing for the sale thereunder by the Manufacturers to the Trustee of certain hopper cars and cabooses more fully described in Schedules A-1 and A-2 attached to said Conditional Sale Agreement;

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 2:35 P.M. on April 7, 1971 and has been assigned Recordation No. 6095; and

WHEREAS, the Manufacturers, the Trustee, the Agent and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturers, the Trustee, the Agent and the Guarantor hereby covenant and agree that paragraph (a) of Section 16.1 of the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

"(a) The Trustee or the Guarantor shall fail to pay in full any sum payable by the Trustee or Guarantor, respectively, when payment thereof shall be due hereunder and such default shall continue for six days; or"

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Conditional Sale Agreement to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

THE CHESSIE CORPORATION

By *D. C. Pugh*  
Treasurer

(Corporate Seal)

Attest:

*D. Martin*  
Assistant Secretary

INTERNATIONAL RAMCO, INC.

By *Karl F. Long*  
President of International Car  
Co. Division

(Corporate Seal)

Attest:

*Norma Lobert*  
Ass't. Secretary

D. E. Mundell and Ben Maushardt,  
Trustees as aforesaid

By *D. E. Mundell*

UNITED STATES LEASING INTERNATIONAL,  
INC.

By *Frank B. Smith*  
Vice President

(Corporate Seal)

Attest:

*Joanne L. Miller*  
Secretary

THE CHESAPEAKE AND OHIO RAILWAY  
COMPANY

By *D. C. Pugh*  
Treasurer

Approved as to Form

*C. C. Kimball*  
General Attorney

(Corporate Seal) 5/10/71

Attest:

*D. Martin*  
Assistant Secretary

STATE OF MARYLAND )  
 ) SS  
CITY OF BALTIMORE )

On this 13 day of MAY, 1971, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is the Treasurer of THE CHESSIE 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.

(Seal)

  
Russell E. Schreiber, Notary Public

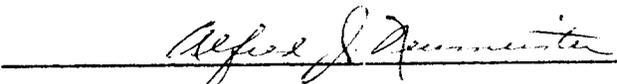
My commission expires: July 1, 1974

STATE OF NEW YORK )  
 ) SS  
COUNTY OF ERIE )

On this 6<sup>th</sup> day of MAY, 1971, personally appeared Karl F. Long, to me personally known, who being by me duly sworn, says that he is the President of the International Car Co. Division of International RAMCO, Inc., 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.

(Seal)

My commission expires:

  
ALFRED J. NEUMEISTER  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1973

STATE OF MARYLAND )  
 ) SS  
CITY OF BALTIMORE )

On this 13 day of MAY, 1971 before me personally appeared L. C. Roig, Jr., to me personally known, who being by me duly sworn, says that he is the Treasurer of THE CHESAPEAKE AND OHIO RAILWAY 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.

(Seal)

Russell E. Schreiber  
Russell E. Schreiber, Notary Public

My commission expires: July 1, 1974

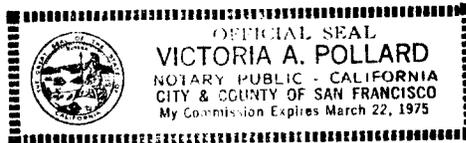
STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 3 day of May, 1971, before me personally appeared D. E. MUNDELL, to me known to be one of the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(Seal)

Victoria A. Pollard

My commission expires:



STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 3 day of May, 1971, before me personally appeared FRANK B. SMITH, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES LEASING INTERNATIONAL, INC., 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.

(Seal)

Victoria A. Pollard

My commission expires:

