

RECORDATION NO. 6697 K

Filed & Recorded

JUN 13 1973 -11 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

The parties hereto hereby agree that the Conditional Sale Agreement (the "CSA") dated as of July 17, 1972 between UNILEASE, LTD., INTERET EQUIPMENT COMPANY, and ELGIN, JOLIET and EASTERN RAILWAY COMPANY (assigned I.C.C. recordation number 6697), as amended by an Amendment Agreement dated as of October 31, 1972 (assigned I.C.C. recordation number 6697-F), shall be further amended as follows:

1. §3 of the CSA shall be amended in its entirety to read as follows:

" §3. PURCHASE PRICE AND PAYMENT. The Vendor shall sell, and the Company shall buy, each unit of the Equipment at a price equal to one hundred four percent (104%) of the applicable Manufacturer's invoice price for such unit (such price hereinafter called the "Purchase Price" of such unit).

Settlement for units of the Equipment shall be held on such dates as shall be mutually agreed upon by the Lessee and the Vendor (each such date being herein called a "Closing Date"). Notice of each Closing Date so fixed shall be given to the Company as soon as practicable prior thereto, and such notice shall describe the units then to be settled for (such notice also to be accompanied by copies of the Manufacturer's invoices and Certificates of Acceptance in respect of such units) and the aggregate Purchase Price payable in respect of such units.

The Company hereby acknowledges itself to be indebted to the Vendor in the amount of, and hereby promises to pay to the Vendor (or at the Vendor's direction) at such place as the Vendor may designate, the aggregate Purchase Price of all units of the Equipment, together with interest on the unpaid balance thereof at the rate of 7-3/4% per annum, payable with respect to each unit of the Equipment, as follows:

(a) On the Closing Date with respect to each unit of the Equipment an amount equal to 31% of the Purchase Price with respect to each unit of the 70-ton Coke Hopper cars referred to in Annex A hereto (the "70-ton Coke Hopper Cars") and 30% of the Purchase Price with respect to each of the other units of the Equipment referred to in Annex A hereto; and

(b) interest on an amount equal to 69% of the Purchase Price with respect to each unit of the 70-ton Coke Hopper Cars, and on an amount equal to 70% of the Purchase Price with respect to each of the other units of the Equipment, in either case at the rate of 7-3/4% per annum from the Closing Date (or, with respect to units of the Equipment as to which settlement shall not have been made prior to December 29, 1972, from December 29, 1972) to and including December 31, 1972, such interest to be paid on January 1, 1973.

The amount of interest due on January 1, 1973 with respect to units of the Equipment for which settlement shall not have been made prior to December 29, 1972 shall initially be computed on the basis of a reasonable estimate of the aggregate Purchase Price of such units, and shall be appropriately adjusted once the actual aggregate Purchase Price of the units of the Equipment for which settlement shall not have been made prior to December 29, 1972 is determined.

(c) an amount equal to 69% of the Purchase Price of each unit of the 70-ton Coke Hopper Cars, such amount together with interest at the rate of 7-3/4% per annum on the unpaid balance thereof to be paid in 36 consecutive level semi-annual installment payments of principal and interest, and an amount equal to 70% of the Purchase Price of each of the other units of the equipment, such amount together with interest at the rate of 7-3/4% per annum on the unpaid balance thereof to be paid in 30 consecutive level semi-annual installment payments of principal and interest. All such installment payments shall be paid on the first day of January and July in each year, commencing on July 1, 1973.

(d) Anything herein to the contrary notwithstanding, the last installment payment with respect to each unit of the 70-ton Coke Hopper Cars shall be made on December 31, 1990, and with respect to each of the other units of the Equipment on December

31, 1987. In addition, the last installment payment with respect to any unit of the Equipment shall be in an amount sufficient to discharge the accrued interest on and the unpaid principal of the purchase price with respect to such unit.

Following such Closing Date, the Vendor will deliver to the Company a schedule of payments reflecting the dates and amounts of the level semi-annual installment payments of principal and interest to be made to the Vendor hereunder (and, in the event of any change in the dates of payment or amount of such level semi-annual installment payments pursuant to any of the provisions of this Agreement, shall deliver a revised schedule of payments to the Company promptly thereafter).

The total amount payable hereunder in respect of all units under the terms of subsections (b) and (c) above shall be called the Conditional Sale Indebtedness.

The Company will pay additional interest at the rate of 9% per annum upon all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms hereof, anything herein to the contrary notwithstanding.

All interest payable under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months.

All payments in respect of the Conditional Sale Indebtedness and all other payments required hereunder shall be made in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Other than as provided in §5 hereof, the Company shall not have the privilege of pre-paying all or any part of the Conditional Sale Indebtedness prior to the dates it becomes due."

2. Annex A to the CSA, as amended to date, shall be deleted therefrom in its entirety and a new Annex A (in the form attached hereto as Exhibit A), shall be substituted therefor.

IN WITNESS WHEREOF, the parties hereto have caused  
this Amendment Agreement to be executed as of this 30 day  
of April, 1973.

UNILEASE, LTD.

(corporate seal)

By: Thomas F. Bole  
Vice President

Attest: B. M. McCoy

INTERET EQUIPMENT COMPANY

(corporate seal)

By: Thomas F. Bole  
X ICE President

Attest: B. M. McCoy

ELGIN, JOLIET and EASTERN  
RAILWAY COMPANY

(corporate seal)

By: W. Fraetsch  
VICE PRESIDENT - FINANCE

Attest: R. F. Young  
ASSISTANT SECRETARY

ANNEX A to Conditional Sale Agreement

EQUIPMENT

<u>No. of Units</u>	<u>Description</u>	<u>Manufacturers' Invoice Price (Aggregate)</u>	<u>E, J &amp; E Road Numbers</u>	<u>Purchase Price per unit</u>	<u>Quarterly Rental per unit*</u>	<u>Daily Rental per unit*</u>
150	100-Ton General Service Gondolas; Whitaker Corporation, Berwick Forge and Fabricating Division, builder	\$2,268,260.00	See Attached Exhibit A	\$15,726.60	2.0719%	0.0230%
24	125-Ton Covered Hopper Cars; ACF Industries, Inc., builder	\$697,444.08	3000-3023	\$30,222.58	2.0719%	0.0230%
100	70-Ton Coke Hopper Cars with Air-operated Doors and Used Friction Bearing Trucks; Greenville Steel Car Company, builder	\$1,950,123.00	73001-73100	\$20,281.28	1.8138%	0.0202%
4	GP-38, 2000 H.P. Diesel, Electric Locomotives; General Motors Corporation (Electro-Motive Division), builder	\$1,047,516.00	700-703	\$272,354.16	2.0719%	0.0230%
		<u>\$5,963,343.08</u>				

\*expressed as a percentage of the Purchase Price of such unit

Exhibit A to Annex A to Conditional Sale Agreement

E, J & E Road Numbers for  
100-Ton General Service  
Gondolas

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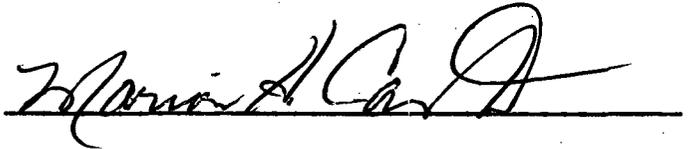
4200 -  
4314

STATE OF NEW YORK }  
COUNTY OF NEW YORK }

SS:

*THOMAS F. BOLE*

On this *15* day of *MAY*, 1973, before me personally appeared ~~David James Fisher~~, to me personally known, who, being by me duly sworn, said that he is the Vice President of Unilease, Ltd., 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.



MARION H. CANTLO  
Notary Public, State of New York  
No. 41-0555025  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1975

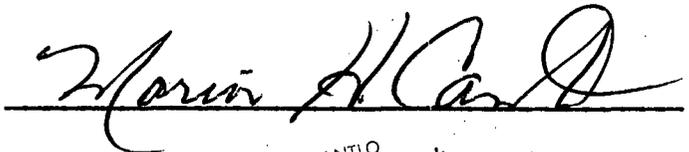
STATE OF NEW YORK }  
COUNTY OF NEW YORK }

SS:

*THOMAS F. BOLE*

*VICE PRESIDENT*

On this *15* day of *MAY*, 1973, before me personally appeared ~~David James Fisher~~, to me personally known, who, being by me duly sworn, said that he is the ~~President~~ of Interet Equipment 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.



MARION H. CANTLO  
Notary Public, State of New York  
No. 41-0555025  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1975

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

}  
SS:

On this *21<sup>st</sup>* day of *May*, 1973, before me personally appeared *V. W. KRAETSCH*, to me personally known, who, being by me duly sworn, said that he is the *VICE PRESIDENT FINANCE* of Elgin, Joliet and Eastern 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.

*Dorothy M. Tarr*

**DOROTHY M. TARR, Notary Public**  
**Pittsburgh, Allegheny Co., Pa.**  
**My Commission Expires**  
**March 31, 1974**