

ITEL
CORPORATION
RAIL DIVISION

RECORDATION NO. 9979-A Filed 1425

FEB 22 1979 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

9-053 A014

NO. _____
Date... FEB 22 1979
Fee \$... 10.00

Washington, D. C.

Counterpart - Keith Callan

February 13, 1979

Honorable H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

FEB 13 1979

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are one original and five executed counterparts of an Amendment dated as of February 13, 1979 to a Conditional Sale Agreement dated as of December 28, 1978, between Pullman Incorporated (Pullman Standard Division), 200 South Michigan Avenue, Chicago, Illinois 60604, and ITEL Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111. The Conditional Sale Agreement was filed on January 2, 1979 at 2:35 PM and assigned recordation number 9979.

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing Amendment.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan & Worcester, who will be delivering this letter on our behalf.

Sincerely,

[Signature]
Paul M. Willard
Counsel

PW:tae
Enclosures

TWO EMBARCADERO CENTER
SAN FRANCISCO
CALIFORNIA 94111
(415) 955-9090
TELEX 34-234

7-11-79

FEB 22 1979 -11 35 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT, dated as of February 13, 1979, by and between Pullman Incorporated (Pullman Standard Division), a Delaware corporation (hereinafter called the "Manufacturer"), and ITEL Corporation, a Delaware corporation, acting through its Rail Division (hereinafter called the "Vendee").

W I T N E S S E T H :

WHEREAS, the Manufacturer and the Vendee have heretofore entered into a Conditional Sale Agreement (the "Agreement") dated as of December 28, 1978, which was filed with the Interstate Commerce Commission on January 2, 1979 at 2:35 PM and assigned recordation number 9979; and

WHEREAS, the Manufacturer and Vendee desire to amend the Agreement;

NOW, THEREFORE, in consideration of the premises and of the promises of the parties herein contained, the parties agree to delete Section 4 of Schedule A in its entirety and substitute in lieu thereof the following:

"SECTION 4. Purchase Price:

The price will not exceed \$45,500.00 per unit nor \$4,550,000.00 for all of the equipment."

ATTEST

Robert R. Craig
ASSISTANT SECRETARY

ITEL CORPORATION, RAIL DIVISION

By: [Signature]
VICE PRESIDENT
Date: 2-14-79

ATTEST

Margaret M. Keenan
Assistant Secretary

PULLMAN INCORPORATED
(PULLMAN STANDARD DIVISION)

By: [Signature]
Vice President
Date: 2/16/79



SCHEDULE A

SECTION 1. Purchase Agreement:

Vendee's letter of April 21, 1978, Manufacturer's letter of August 31, 1977, LOT NO. 1016.

SECTION 2. Delivery Point:

Either at the Manufacturer's plant or to the railroad line of Vendee's lessee, the Brillion & Forest Junction Railroad ("Lessee"), or to such other point as Vendee shall determine.

SECTION 3. Railroad Equipment:

100 TOFC/COFC, 70-ton, 89'4" Flatcars — ~~BFJR 104000-104099~~

SECTION 4. Purchase Price:

The price will not exceed \$45,500.00 per unit nor \$4,550,000.00 for all of the equipment.

SECTION 5. Markings on Cars:

Stencil in letters at least one inch in height: "Ownership subject to a security agreement filed with the Interstate Commerce Commission."

STATE OF *Illinois*)
)
COUNTY OF *Cook*) SS:

On this *16th* day of *February*, 1979, before me personally appeared *E. J. Christ*, to me personally known, who, being by me duly sworn, says that he is *Vice President* of *Illinois Industrial Services, 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 this board of directors and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

James K. Pentney

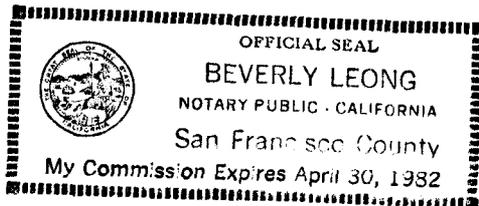
Notary Public

Notarial Seal

My Commission Expires: *8-4-79*

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

On this 13th day of February 1979, before me personally appeared Donald H. Gleason, to me personally known, who, being by me duly sworn, says that he is Vice President of ITEL Corporation, Rail Division; 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 this board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Beverly Leong

Notary Public

Notarial Seal

My Commission Expires: