

UNION RAILROAD COMPANY

600 GRANT STREET
POST OFFICE BOX 536

RECORDATION NO. 9020-B Filed & Recorded

JOHN D. MORRISON
GENERAL COUNSEL

OCT 21 1977 - 12 25 PM PITTSBURGH, PA. 15230

WILLIAM C. LEIBER
ASST. GEN. COUNSEL

INTERSTATE COMMERCE COMMISSION
October 19, 1977

PAUL M. WILLARD
ATTORNEY

7-294A072

50 d d check

10-22-77

Interstate Commerce Commission
Washington, D.C. 20423

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and five (5) counterparts of a First Amendment to Conditional Sale Agreement dated as of July 1, 1977.

The general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Assignor under Agreement and
Assignment

Ortner Freight Car Company
2652 Erie Avenue
Cincinnati, Ohio 45208

Assignee under Agreement and
Assignment:

Citibank, N.A.
399 Park Avenue
New York, New York 10022

Vendor under the Conditional
Sale Agreement:

Ortner Freight Car Company
2652 Erie Avenue
Cincinnati, Ohio 45208

Vendee under the Conditional
Sale Agreement:

Union Railroad Company
600 Grant Street
P. O. Box 536
Pittsburgh, Pennsylvania 15230

Stephen Chiles
Paul M. Willard

OCT 21 1977

The original Conditional Sale Agreement to which the enclosed First Amendment thereto pertains was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, as amended, on October 4, 1977 at 10:35 a. m. and assigned Recordation No. 9020 and an Agreement and Assignment dated as of July 1, 1977 relating thereto was also recorded on October 4, 1977 at 10:35 a. m. and assigned Recordation No. 9020-A.

The undersigned consents to the above First Amendment to Conditional Sale Agreement and has knowledge of the matters set forth in the enclosed documents.

Please return the original and four (4) copies of the First Amendment to Conditional Sale Agreement to Paul M. Willard, Esq., Union Railroad Company, P.O. Box 536, Pittsburgh, Pennsylvania 15230.

Enclosed is a check in the amount of \$50.00 covering the required recording fee.

Very truly yours,

UNION RAILROAD COMPANY

By


Assistant Secretary

PMW/rja

Enclosures

SCHEDULE A

To Conditional Sale Agreement

MANUFACTURER Ortner Freight Car Company

DESCRIPTION OF EQUIPMENT One Hundred (100) 70-ton
capacity coke hopper cars
bearing Union Railroad Company
Identifying Nos. 2292 to and
including 2391

SPECIFICATIONS Specification No. OCN 1300-7-76

BASE PRICE \$18,525.00 per car
(\$1,852,500 for One Hundred (100)
Cars)

DELIVER TO Union Railroad Company

PLACE OF DELIVERY F.o.t. Manufacturer's Shop

ESTIMATED DELIVERY DATES July 30, 1977

OUTSIDE DELIVERY DATE October 31, 1977

10/21/77

Interstate Commerce Commission
Washington, D.C. 20423

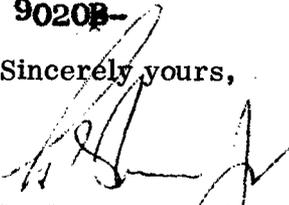
OFFICE OF THE SECRETARY

Paul M. Willard, Esq.
Union Railroad Company
P.O.Box 536
Pittsburgh, Pa. 15230

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **10/21/77** at **12:25pm** , and assigned recordation number(s) **9020B-**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 9029-13 Filed & Recorded

OCT 21 1977-12 2:1 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO
CONDITIONAL SALE AGREEMENT

Dated as of July 1, 1977

Between

ORTNER FREIGHT CAR COMPANY

as Vendor

and

UNION RAILROAD COMPANY

as Vendee

Re:

\$1,199,000 Maximum Principal Amount
Conditional Sale Indebtedness due 1985

of

UNION RAILROAD COMPANY

FIRST AMENDMENT TO
CONDITIONAL SALE AGREEMENT

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT dated as of July 1, 1977, but actually on this 11th day of October, 1977, between ORTNER FREIGHT CAR COMPANY, a Delaware corporation ("Manufacturer") and UNION RAILROAD COMPANY, a Pennsylvania corporation ("Railroad").

WHEREAS, the Manufacturer and the Railroad have heretofore executed and delivered that certain Conditional Sale Agreement dated as of July 1, 1977 (the "Conditional Sale Agreement") providing for the sale and delivery to the Railroad by, and the purchase by the Railroad from, the Manufacturer of certain items of railroad equipment consisting of 100 70-ton capacity Coke Hopper Cars more fully described therein;

WHEREAS, the Railroad and the Manufacturer desire to amend and restate Section 3.3(b) to the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer and the Railroad hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended so that Section 3.3(b) therein shall read in the manner and form as follows:

"(b) An amount equal to the difference between the Purchase Price of the Equipment and the aggregate amount paid pursuant to sub-paragraph (a) of this Section 3.3 (herein sometimes called the "Conditional Sale Indebtedness") plus interest at the Citibank Base Rate for the first through the 36th month and at the rate of the Citibank Base Rate plus 1/4 of 1% per annum on the unpaid principal balance for the 37th through the 60th month and at the rate of the Citibank Base Rate plus 1/2 of 1% per annum on the unpaid principal balance for the 61st through the 96th month but in any event not to exceed eight years from July 31, 1977 payable in sixteen (16) consecutive semiannual installments commencing on the first semiannual anniversary date of the Closing Date, each of such sixteen (16) installments to include an amount equal to 6.25% of the aggregate original amount of Conditional Sale Indebtedness. Interest on the unpaid amount of Conditional Sale Indebtedness from time to time outstanding and then accrued hereunder shall be payable quarterly commencing on the first quarterly anniversary date of the Closing Date."

Except to the extent hereby amended, the Conditional Sale Agreement is in all respects ratified, confirmed and approved.

This First Amendment to Conditional Sale Agreement may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

ORTNER FREIGHT CAR COMPANY

(Corporate Seal)

Attest:


Assistant Secretary

By 
Vice President

UNION RAILROAD COMPANY

(Corporate Seal)

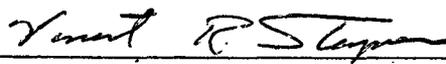
Attest:


Assistant Secretary

By 
Vice President-Finance

The undersigned, as the assignee of certain rights and interests of ORTNER FREIGHT CAR COMPANY, as Vendor under the Conditional Sale Agreement, pursuant to an Agreement and Assignment dated as of July 1, 1977 between ORTNER FREIGHT CAR COMPANY and the undersigned, hereby consents and agrees to the aforesaid First Amendment to Conditional Sale Agreement.

CITIBANK, N.A.

By 
Its _____

STATE OF OHIO)
)
COUNTY OF HAMILTON)

On this 11th day of October, 1977, before me personally appeared R.C. Ormer, to me personally known, who, being by me duly sworn, says that he is a President of ORTNER FREIGHT CAR 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.



Howard E. Parr
Notary Public

My Commission Expires:

HOWARD PARR
Notary Public, State Of Ohio
My Commission Expires August 20, 1978

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this 10th day of October, 1977, before me personally appeared Vernon W. Kraetsch, to me personally known, who being by me duly sworn, says that he is the Vice President-Finance of UNION RAILROAD 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. Tellep
Notary Public

(SEAL)

My Commission Expires:

DOROTHY M. TELLEP, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
DECEMBER 18, 1978