

Case
Paper

MAY 23 1975 - 6 30 PM

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 dated as of May 1, 1975 among POTOMAC ELECTRIC POWER COMPANY, CHASE MANHATTAN SERVICE CORPORATION, THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and AMERICAN SECURITY & TRUST COMPANY, as Agent (the "Assignee"), to the Conditional Sale Agreement dated as of October 15, 1974 among such parties other than the Assignee.

WHEREAS, the parties hereto other than the Assignee are parties to a Conditional Sale Agreement dated as of October 15, 1974 (the "Conditional Sale Agreement") and desire to amend the same as hereafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 4 of the Conditional Sale Agreement is amended by (1) inserting the character "(i)" immediately prior to the figure "24.3243%" appearing in clause (a) of the third paragraph of said Article 4, and (2) deleting the words "such Group (except as such amount may be adjusted pursuant to the third paragraph of § 17 of the Lease)" appearing in clause (a) of the third paragraph of said Article 4 and substituting the words "Group I and (ii) 27.8533% of the aggregate Purchase Price of Group II," therefor.

B. Article 4 of the Conditional Sale Agreement is further amended by deleting the period at the end of the third sentence of the fourth paragraph of said Article 4 and inserting "as to Group I, and in Schedule II hereto as to Group II." therein.

C. Schedule I to the Conditional Sale Agreement is amended by deleting the date "December 15, 1978" appearing in said Schedule I and substituting the date "December 1, 1978" therefor.

D. The Conditional Sale Agreement is amended by adding thereto a new Schedule II in the form annexed to this Amendment Agreement.

E. Annex A to the Conditional Sale Agreement is amended by deleting the parenthetical clause "(one per Builder)" appearing in Item 2 of said Annex A and substituting the parenthetical clause "(Group I being the units manufactured by Thrall Car Manufacturing Company and Group II being the units manufactured by Bethlehem Steel Corporation)" therefor.

F. By its signature hereto, the Assignee, as assignee under an Agreement and Assignment among THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and the Assignee, consents and agrees to the foregoing amendments.

G. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although for convenience this Agreement is dated as of the

date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

POTOMAC ELECTRIC POWER COMPANY

By *W. J. Davis*
Senior Vice President

[CORPORATE SEAL]

Attest:

S. P. Smith
Assistant Secretary

CHASE MANHATTAN SERVICE CORPORATION

By *James Koolahan*
Vice President
Assistant Treasurer

[CORPORATE SEAL]

Attest:

Frank Sainz
Second Vice President

THRALL CAR MANUFACTURING COMPANY

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

BETHLEHEM STEEL CORPORATION

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

AMERICAN SECURITY & TRUST COMPANY,
as Agent.

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

SCHEDULE II
Conditional Sale Agreement

Allocation Schedule
on \$1,000,000 Investment

<u>Payment Number</u>	<u>Principal Balance</u>	<u>Payments Allocated to</u>		<u>Total Payment</u>	<u>Payment Date</u>
		<u>Principal</u>	<u>Interest</u>		
1	978,723.94	21,276.06	55,625.00	76,901.06	December 1, 1975
2	956,183.42	22,540.52	54,441.52	76,982.04	June 1, 1976
3	932,389.09	23,794.33	53,187.70	76,982.03	December 1, 1976
4	907,271.20	25,117.89	51,864.14	76,982.03	June 1, 1977
5	880,756.13	26,515.07	50,466.96	76,982.03	December 1, 1977
6	852,766.16	27,989.97	48,992.06	76,982.03	June 1, 1978
7	823,219.24	29,546.92	47,435.12	76,982.04	December 1, 1978
8	792,028.78	31,190.46	45,791.57	76,982.03	June 1, 1979
9	759,103.35	32,925.43	44,056.60	76,982.03	December 1, 1979
10	724,346.44	34,756.91	42,225.12	76,982.03	June 1, 1980
11	687,656.18	36,690.26	40,291.77	76,982.03	December 1, 1980
12	648,925.02	38,731.16	38,250.88	76,982.04	June 1, 1981
13	608,039.44	40,885.58	36,096.45	76,982.03	December 1, 1981
14	564,879.60	43,159.84	33,822.19	76,982.03	June 1, 1982
15	519,318.99	45,560.61	31,421.43	76,982.04	December 1, 1982
16	474,118.66	45,200.33	28,887.12	74,087.45	June 1, 1983
17	429,374.12	44,744.54	26,372.85	71,117.39	December 1, 1983
18	386,691.97	42,682.15	23,883.94	66,566.09	June 1, 1984
19	344,529.07	42,162.90	21,509.74	63,672.64	December 1, 1984
20	310,746.40	33,782.67	19,164.43	52,947.10	June 1, 1985
21	280,833.70	29,912.70	17,285.27	47,197.97	December 1, 1985
22	251,889.75	28,943.95	15,621.37	44,565.32	June 1, 1986
23	223,077.58	28,812.17	14,011.37	42,823.54	December 1, 1986
24	193,539.20	29,538.38	12,408.69	41,947.07	June 1, 1987
25	163,256.27	30,282.93	10,765.62	41,048.55	December 1, 1987
26	132,210.05	31,046.22	9,081.13	40,127.35	June 1, 1988
27	100,381.28	31,828.77	7,354.18	39,182.95	December 1, 1988
28	67,750.26	32,631.02	5,583.71	38,214.73	June 1, 1989
29	34,296.74	33,453.52	3,768.61	37,222.13	December 1, 1989
30	0.00	34,296.74	1,907.76	36,204.50	June 1, 1990

DISTRICT OF COLUMBIA) ss.:

On this *23rd* day of May, 1975, before me personally appeared *A. L. Davis*, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of POTOMAC ELECTRIC POWER 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.

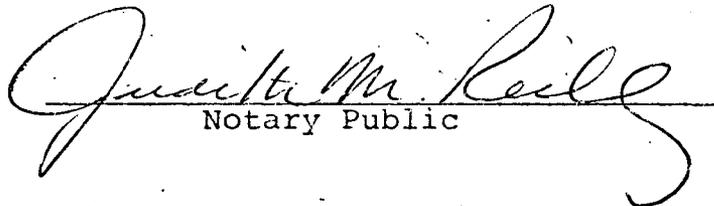
Clark M. Dockett

Notary Public

My Commission expires *5-31-77*

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

On this 20th day of May, 1975, before me personally appeared James Hochman, to me personally known, who, being Asst. President by me duly sworn; says that he is an ~~Vice-President~~ Treasurer of CHASE MANHATTAN SERVICE CORPORATION, that one of the seals affixed to the foregoing instrument is the 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

My Commission expires

JUDITH M. REILLY
Notary Public, State of New York
No. 31-6533220
Qualified in New York County
Commission Expires March 30, 1976

DISTRICT OF COLUMBIA) ss.:

On this _____ day of May, 1975, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY & TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

My Commission expires _____

DISTRICT OF COLUMBIA) ss.:

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY & TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

My Commission expires

Thrall

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of May 1, 1975 among POTOMAC ELECTRIC POWER COMPANY, CHASE MANHATTAN SERVICE CORPORATION, THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and AMERICAN SECURITY & TRUST COMPANY, as Agent (the "Assignee"), to the Conditional Sale Agreement dated as of October 15, 1974 among such parties other than the Assignee.

WHEREAS, the parties hereto other than the Assignee are parties to a Conditional Sale Agreement dated as of October 15, 1974 (the "Conditional Sale Agreement") and desire to amend the same as hereafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 4 of the Conditional Sale Agreement is amended by (1) inserting the character "(i)" immediately prior to the figure "24.3243%" appearing in clause (a) of the third paragraph of said Article 4, and (2) deleting the words "such Group (except as such amount may be adjusted pursuant to the third paragraph of § 17 of the Lease)" appearing in clause (a) of the third paragraph of said Article 4 and substituting the words "Group I and (ii) 27.8533% of the aggregate Purchase Price of Group II," therefor.

B. Article 4 of the Conditional Sale Agreement is further amended by deleting the period at the end of the third sentence of the fourth paragraph of said Article 4 and inserting "as to Group I, and in Schedule II hereto as to Group II." therein.

C. Schedule I to the Conditional Sale Agreement is amended by deleting the date "December 15, 1978" appearing in said Schedule I and substituting the date "December 1, 1978" therefor.

D. The Conditional Sale Agreement is amended by adding thereto a new Schedule II in the form annexed to this Amendment Agreement.

E. Annex A to the Conditional Sale Agreement is amended by deleting the parenthetical clause "(one per Builder)" appearing in Item 2 of said Annex A and substituting the parenthetical clause "(Group I being the units manufactured by Thrall Car Manufacturing Company and Group II being the units manufactured by Bethlehem Steel Corporation)" therefor.

F. By its signature hereto, the Assignee, as assignee under an Agreement and Assignment among THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and the Assignee, consents and agrees to the foregoing amendments.

G. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although for convenience this Agreement is dated as of the

date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

POTOMAC ELECTRIC POWER COMPANY

By _____
Senior Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

CHASE MANHATTAN SERVICE CORPORATION

By James Woodman
~~Vice President~~
Assistant Treasurer

[CORPORATE SEAL]

Attest:

Frank [Signature]
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY

By [Signature]
Vice President

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

BETHLEHEM STEEL CORPORATION

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

AMERICAN SECURITY & TRUST COMPANY,
as Agent.

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

SCHEDULE II
Conditional Sale Agreement

Allocation Schedule
on \$1,000,000 Investment

<u>Payment Number</u>	<u>Principal Balance</u>	<u>Payments Allocated to</u>		<u>Total Payment</u>	<u>Payment Date</u>
		<u>Principal</u>	<u>Interest</u>		
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4	907,271.20	25,117.89	51,864.14	76,982.03	June 1, 1977
5	880,756.13	26,515.07	50,466.96	76,982.03	December 1, 1977
6	852,766.16	27,989.97	48,992.06	76,982.03	June 1, 1978
7	823,219.24	29,546.92	47,435.12	76,982.04	December 1, 1978
8	792,028.78	31,190.46	45,791.57	76,982.03	June 1, 1979
9	759,103.35	32,925.43	44,056.60	76,982.03	December 1, 1979
10	724,346.44	34,756.91	42,225.12	76,982.03	June 1, 1980
11	687,656.18	36,690.26	40,291.77	76,982.03	December 1, 1980
12	648,925.02	38,731.16	38,250.88	76,982.04	June 1, 1981
13	608,039.44	40,885.58	36,096.45	76,982.03	December 1, 1981
14	564,879.60	43,159.84	33,822.19	76,982.03	June 1, 1982
15	519,318.99	45,560.61	31,421.43	76,982.04	December 1, 1982
16	474,118.66	45,200.33	28,887.12	74,087.45	June 1, 1983
17	429,374.12	44,744.54	26,372.85	71,117.39	December 1, 1983
18	386,691.97	42,682.15	23,883.94	66,566.09	June 1, 1984
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26	132,210.05	31,046.22	9,081.13	40,127.35	June 1, 1988
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28	67,750.26	32,631.02	5,583.71	38,214.73	June 1, 1989
29	34,296.74	33,453.52	3,768.61	37,222.13	December 1, 1989
30	0.00	34,296.74	1,907.76	36,204.50	June 1, 1990

DISTRICT OF COLUMBIA) ss.:

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of POTOMAC ELECTRIC POWER 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.

Notary Public

My Commission expires

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

On this 20th day of May, 1975, before me personally appeared JAMES HOOLAHAN, to me personally known, who, being by me duly sworn, says that he is a ~~Vice President~~ ^{ASSISTANT} OF ^{TREASURER} CHASE MANHATTAN SERVICE CORPORATION, that one of the seals affixed to the foregoing instrument is the 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

My Commission expires

JUDITH M. REILLY
Notary Public, State of New York
No. 31-8533220
Qualified in New York County
Commission Expires March 30, 1976

DISTRICT OF COLUMBIA) ss.:

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY & TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

My Commission expires

STATE OF ILLINOIS)
) ss.:
COUNTY OF)

On this *2nd* day of May, 1975, before me personally appeared *Wm. Small*, to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING 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.

John L. Krey

Notary Public

My Commission expires

BY COMMISSION EXPIRES JANUARY 7, 1977

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL 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.

Notary Public

My Commission expires

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of May 1, 1975 among POTOMAC ELECTRIC POWER COMPANY, CHASE MANHATTAN SERVICE CORPORATION, THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and AMERICAN SECURITY & TRUST COMPANY, as Agent (the "Assignee"), to the Conditional Sale Agreement dated as of October 15, 1974 among such parties other than the Assignee.

WHEREAS, the parties hereto other than the Assignee are parties to a Conditional Sale Agreement dated as of October 15, 1974 (the "Conditional Sale Agreement") and desire to amend the same as hereafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 4 of the Conditional Sale Agreement is amended by (1) inserting the character "(i)" immediately prior to the figure "24.3243%" appearing in clause (a) of the third paragraph of said Article 4, and (2) deleting the words "such Group (except as such amount may be adjusted pursuant to the third paragraph of § 17 of the Lease)" appearing in clause (a) of the third paragraph of said Article 4 and substituting the words "Group I and (ii) 27.8533% of the aggregate Purchase Price of Group II," therefor.

B. Article 4 of the Conditional Sale Agreement is further amended by deleting the period at the end of the third sentence of the fourth paragraph of said Article 4 and inserting "as to Group I, and in Schedule II hereto as to Group II." therein.

C. Schedule I to the Conditional Sale Agreement is amended by deleting the date "December 15, 1978" appearing in said Schedule I and substituting the date "December 1, 1978" therefor.

D. The Conditional Sale Agreement is amended by adding thereto a new Schedule II in the form annexed to this Amendment Agreement.

E. Annex A to the Conditional Sale Agreement is amended by deleting the parenthetical clause "(one per Builder)" appearing in Item 2 of said Annex A and substituting the parenthetical clause "(Group I being the units manufactured by Thrall Car Manufacturing Company and Group II being the units manufactured by Bethlehem Steel Corporation)" therefor.

F. By its signature hereto, the Assignee, as assignee under an Agreement and Assignment among THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and the Assignee, consents and agrees to the foregoing amendments.

G. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although for convenience this Agreement is dated as of the

date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

POTOMAC ELECTRIC POWER COMPANY

By _____
Senior Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

CHASE MANHATTAN SERVICE CORPORATION

By *Dorcas Hood*
~~Vice President~~
Assistant Treasurer

[CORPORATE SEAL]

Attest:

Frank ...
...

THRALL CAR MANUFACTURING COMPANY

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

SCHEDULE II
Conditional Sale Agreement

Allocation Schedule
on \$1,000,000 Investment

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23	223,077.58	28,812.17	14,011.37	42,823.54	December 1, 1986
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29	34,296.74	33,453.52	3,768.61	37,222.13	December 1, 1989
30	0.00	34,296.74	1,907.76	36,204.50	June 1, 1990

DISTRICT OF COLUMBIA) ss.:

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of POTOMAC ELECTRIC POWER 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.

Notary Public

My Commission expires

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

On this 20th day of May, 1975, before me personally appeared JAMES HOOGLAHAN, to me personally known, who, being by me duly sworn, says that he is a ~~Vice President~~ ^{ASSISTANT} ~~of~~ ^{TREASURER} CHASE MANHATTAN SERVICE CORPORATION, that one of the seals affixed to the foregoing instrument is the 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

My Commission expires

JUDITH M. REILLY
Notary Public, State of New York
No. 31-8533220
Qualified in New York County
Commission Expires March 30, 1976

DISTRICT OF COLUMBIA) ss.:

On this *22ND* day of May, 1975, before me personally appeared *R. D. LARSON*, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY & TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Gregory M. Philbrick
Notary Public

My Commission expires *6-30-76*.

STATE OF ILLINOIS)
) ss.:
COUNTY OF)

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING 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.

Notary Public

My Commission expires

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL 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.

Notary Public

My Commission expires

BETHLEHEM

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of May 1, 1975 among POTOMAC ELECTRIC POWER COMPANY, CHASE MANHATTAN SERVICE CORPORATION, THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and AMERICAN SECURITY & TRUST COMPANY, as Agent (the "Assignee"), to the Conditional Sale Agreement dated as of October 15, 1974 among such parties other than the Assignee.

WHEREAS, the parties hereto other than the Assignee are parties to a Conditional Sale Agreement dated as of October 15, 1974 (the "Conditional Sale Agreement") and desire to amend the same as hereafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 4 of the Conditional Sale Agreement is amended by (1) inserting the character "(i)" immediately prior to the figure "24.3243%" appearing in clause (a) of the third paragraph of said Article 4, and (2) deleting the words "such Group (except as such amount may be adjusted pursuant to the third paragraph of § 17 of the Lease)" appearing in clause (a) of the third paragraph of said Article 4 and substituting the words "Group I and (ii) 27.8533% of the aggregate Purchase Price of Group II," therefor.

B. Article 4 of the Conditional Sale Agreement is further amended by deleting the period at the end of the third sentence of the fourth paragraph of said Article 4 and inserting "as to Group I, and in Schedule II hereto as to Group II." therein.

C. Schedule I to the Conditional Sale Agreement is amended by deleting the date "December 15, 1978" appearing in said Schedule I and substituting the date "December 1, 1978" therefor.

D. The Conditional Sale Agreement is amended by adding thereto a new Schedule II in the form annexed to this Amendment Agreement.

E. Annex A to the Conditional Sale Agreement is amended by deleting the parenthetical clause "(one per Builder)" appearing in Item 2 of said Annex A and substituting the parenthetical clause "(Group I being the units manufactured by Thrall Car Manufacturing Company and Group II being the units manufactured by Bethlehem Steel Corporation)" therefor.

F. By its signature hereto, the Assignee, as assignee under an Agreement and Assignment among THRALL CAR MANUFACTURING COMPANY, BETHLEHEM STEEL CORPORATION and the Assignee, consents and agrees to the foregoing amendments.

G. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although for convenience this Agreement is dated as of the

date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

POTOMAC ELECTRIC POWER COMPANY

By _____
Senior Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

CHASE MANHATTAN SERVICE CORPORATION

By James Woodman
~~Vice President~~

Assistant Treasurer

[CORPORATE SEAL]

Attest:

Frank ...
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

BETHLEHEM STEEL CORPORATION

By *A. R. Smith*
Vice President

[CORPORATE SEAL]

Attest:

F. A. [unclear]
Assistant Secretary

AMERICAN SECURITY & TRUST COMPANY,
as Agent.

By _____
Vice President

[CORPORATE SEAL]

Attest:

Assistant Secretary

SCHEDULE II
Conditional Sale Agreement

Allocation Schedule
on \$1,000,000 Investment

<u>Payment Number</u>	<u>Principal Balance</u>	<u>Payments Allocated to</u>		<u>Total Payment</u>	<u>Payment Date</u>
		<u>Principal</u>	<u>Interest</u>		
1	978,723.94	21,276.06	55,625.00	76,901.06	December 1, 1975
2	956,183.42	22,540.52	54,441.52	76,982.04	June 1, 1976
3	932,389.09	23,794.33	53,187.70	76,982.03	December 1, 1976
4	907,271.20	25,117.89	51,864.14	76,982.03	June 1, 1977
5	880,756.13	26,515.07	50,466.96	76,982.03	December 1, 1977
6	852,766.16	27,989.97	48,992.06	76,982.03	June 1, 1978
7	823,219.24	29,546.92	47,435.12	76,982.04	December 1, 1978
8	792,028.78	31,190.46	45,791.57	76,982.03	June 1, 1979
9	759,103.35	32,925.43	44,056.60	76,982.03	December 1, 1979
10	724,346.44	34,756.91	42,225.12	76,982.03	June 1, 1980
11	687,656.18	36,690.26	40,291.77	76,982.03	December 1, 1980
12	648,925.02	38,731.16	38,250.88	76,982.04	June 1, 1981
13	608,039.44	40,885.58	36,096.45	76,982.03	December 1, 1981
14	564,879.60	43,159.84	33,822.19	76,982.03	June 1, 1982
15	519,318.99	45,560.61	31,421.43	76,982.04	December 1, 1982
16	474,118.66	45,200.33	28,887.12	74,087.45	June 1, 1983
17	429,374.12	44,744.54	26,372.85	71,117.39	December 1, 1983
18	386,691.97	42,682.15	23,883.94	66,566.09	June 1, 1984
19	344,529.07	42,162.90	21,509.74	63,672.64	December 1, 1984
20	310,746.40	33,782.67	19,164.43	52,947.10	June 1, 1985
21	280,833.70	29,912.70	17,285.27	47,197.97	December 1, 1985
22	251,889.75	28,943.95	15,621.37	44,565.32	June 1, 1986
23	223,077.58	28,812.17	14,011.37	42,823.54	December 1, 1986
24	193,539.20	29,538.38	12,408.69	41,947.07	June 1, 1987
25	163,256.27	30,282.93	10,765.62	41,048.55	December 1, 1987
26	132,210.05	31,046.22	9,081.13	40,127.35	June 1, 1988
27	100,381.28	31,828.77	7,354.18	39,182.95	December 1, 1988
28	67,750.26	32,631.02	5,583.71	38,214.73	June 1, 1989
29	34,296.74	33,453.52	3,768.61	37,222.13	December 1, 1989
30	0.00	34,296.74	1,907.76	36,204.50	June 1, 1990

DISTRICT OF COLUMBIA) ss.:

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of POTOMAC ELECTRIC POWER 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.

Notary Public

My Commission expires

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

On this 20th day of May, 1975, before me personally appeared JAMES HOOHAN, to me personally known, who, being by me duly sworn, says that he is a ~~Vice President~~ ^{ASSISTANT} ~~OF~~ ^{TREASURER} CHASE MANHATTAN SERVICE CORPORATION, that one of the seals affixed to the foregoing instrument is the 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

My Commission expires

JUDITH M. REILLY
Notary Public, State of New York
No. 31-8533220
Qualified in New York County
Commission Expires March 30, 1976

DISTRICT OF COLUMBIA) ss.:

On this day of May, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY & TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company 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 company.

Notary Public

My Commission expires

STATE OF ILLINOIS)
) ss.:
COUNTY OF)

On this _____ day of May, 1975, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING 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.

Notary Public

My Commission expires _____

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On this 7th day of May, 1975, before me personally appeared Mr. J. H. ..., to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL 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.

Notary Public

My Commission expires _____

My Commission Expires
August 14, 1978
City of Bethlehem
Lehigh County