

**ITEL**  
**CORPORATION**  
TRANSPORTATION SERVICES GROUP

May 4, 1979

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

RECORDATION NO. 10270-A Filed 1425  
MAY 17 1979 - 11 10 AM  
INTERSTATE COMMERCE COMMISSION  
Date MAY 17 1979  
Fee \$ 10.00  
ICC Washington, D. C.

Dear Sir:

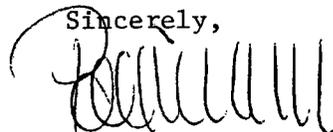
Enclosed for filing with and recording by the Interstate Commerce Commission are one original and five executed counterparts of an Amendment dated as of May 5, 1979 to a Conditional Sale Agreement dated as of April 3, 1979, between ACF Industries, Inc., 750 Third Avenue, New York, New York 10017, and Itel Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California, 94111. The Conditional Sale Agreement was filed on April 9, 1979, at 2:40 PM and assigned recordation number 10270.

The Amendment covers the following equipment:

50 TOFC/COFC, 89'4" 70-ton flatcars numbered COER 100050-100099, both inclusive.

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,  
  
Paul M. Willard  
Counsel

MAY 17 11 03 AM '79  
FEE OPERATION BR.

PW:ma  
Enclosures

*Camille [unclear] Michael Drychala*

THIS AMENDMENT, dated as of May 5, 1979, by and between ACF Industries, Inc., a New Jersey corporation (hereinafter called the "Manufacturer"), and ITEL Corporation, a Delaware corporation, through its Rail Division (hereinafter called the "Vendee").

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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 April 3, 1979, which was filed with Interstate Commerce Commission on April 9, 1979 at 2:40 PM and assigned recordation number 10270; 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:

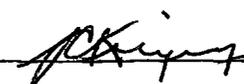
The price will not exceed \$46,500.00 per unit nor \$2,325,000.00 for all of the equipment."

ATTEST

ITEL CORPORATION, INTERMODAL DIVISION



ASSISTANT SECRETARY

By: 

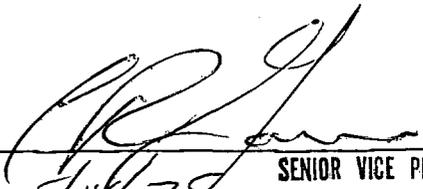
Date: 5/7/79

ATTEST

ACF INDUSTRIES, INC.



ASSISTANT SECRETARY

BY:  SENIOR VICE PRESIDENT

Date: 5/14/79

SCHEDULE A

SECTION 1. Purchase Agreement:

Vendee's letter of November 13, 1978, Manufacturer's letter of February 2, 1979, LOT NO. 05617.

SECTION 2. Delivery Point:

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

SECTION 3. Railroad Equipment:

50 TOFC/COFC, 70-ton 89'4" flatcars - COER 100050-100099

SECTION 4. Purchase Price:

The price will not exceed \$46,500.00 per unit nor \$2,325,000.00 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."

