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10354-B
10354-C

LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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CHARLES T. KAPPLER
ROBERT S. HOPE
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WASHINGTON, D.C. 20006

OF COUNSEL
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CABLE ADDRESS
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393-2266

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RECORDATION NO. 10354-C Filed 1425

RECORDATION NO. 10354-B Filed 1425

SEP 17 1979 - 3 40 PM

SEP 17 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION
September 13, 1979

INTERSTATE COMMERCE COMMISSION

* NOT A MEMBER OF INTERSTATE COMMERCE COMMISSION
** ALSO A MEMBER OF OHIO BAR

3-260A149
SEP 17 1979
20.00
CC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. 11303(a) are 1) original and nineteen counterparts of a first Amendment to Equipment Lease dated as of June 1, 1979, and original and eight counterparts of a first Amendment to Equipment Sublease dated as of June 1, 1979.

The original Equipment Lease dated as of July 15, 1978 and the original Equipment Sublease dated as of July 15, 1978, to which the enclosed documents are amendments, were recorded at 12:15 p.m. on May 9, 1979 and assigned Recordation Numbers 10354 and 10354-A, respectively.

The enclosed Amendments substitute in the descriptions the railroad equipment in Schedules A-1, A-2 and A-3 to the Equipment Lease and Equipment Sublease, the dimension 52'6" for the dimension 152'6".

The names and addresses of the parties to the enclosed documents are:

LESSOR: Wells Fargo Bank, National Association as Trustee under USLFI Trust No. 6, 343 Sansome Street San Francisco, CA 94106

LESSEE/
SUBLESSOR: United States Lease Financing, Inc. 633 Battery Street San Francisco, CA 94111

SUBLESSEE: Stockton Terminal and Eastern Railroad 24 California Street San Francisco, CA 94111

RECEIVED
SEP 17 3 36 PM '79
I.O.C.
FEE OPERATION BR.

Handwritten signature: C. D. Alvord

Secretary
Interstate Commerce Commission, Pg. 2

9/13/79

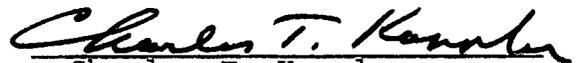
The undersigned is agent for the above-named Lessee/Sublessor for the purposes of the recordation of the enclosed documents, and has knowledge of the matters contained therein.

Please return the counterparts not needed for your records to the undersigned.

Also enclosed is a check in the amount of \$20.00, covering required recordation fees.

Very truly yours,

ALVORD AND ALVORD, as Agent


Charles T. Kappler

CTK/bp
Enclosures

10354-B

RECORDATION NO. 10354-B Filed 1425

SEP 17 1979 -3 40 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT
TO
EQUIPMENT LEASE

FIRST AMENDMENT dated as of June 1, 1979 between WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee under USLFI Trust No. 6 (the "Lessor"), and UNITED STATES LEASE FINANCING, INC., a California corporation (the "Lessee");

R E C I T A L S:

A. The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of July 15, 1978 (the "Lease"). Capitalized terms used herein shall have the meanings specified in the Lease unless otherwise defined herein.

B. The Lease has been filed with the Interstate Commerce Commission on May 9, 1979 and assigned Recordation No. 10354.

C. The Lessor has granted separate security interests in the Lease in respect of the Items of Equipment described in Schedules A-1, A-2 and A-3 thereto pursuant to separate Security Agreements to the Note Purchasers.

D. The Lessor and the Lessee now desire to amend the Lease for the purpose of correcting the physical description of the Equipment set forth therein, and the Note Purchasers have consented to such amendment.

NOW, THEREFORE, the parties hereto do hereby agree that the description of the Items of Equipment set forth in Schedules A-1, A-2 and A-3 to the Lease is hereby amended by substituting the dimension "52'6" for the dimension "152'6" presently appearing therein.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease dated as of July 15, 1978" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

This First Amendment shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

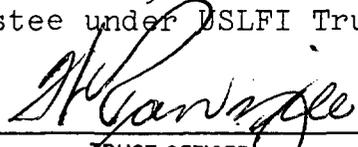
This First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original and all together one and the same instrument.

[CORPORATE SEAL]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee under USLFI Trust No. 6

By

Its


TRUST OFFICER

ATTEST:

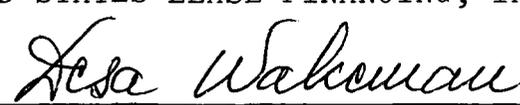

ASSISTANT Secretary

[CORPORATE SEAL]

UNITED STATES LEASE FINANCING, INC.

By

Its


Vice-President

ATTEST:


Secretary

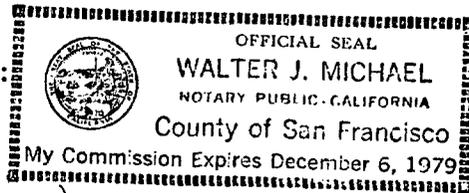
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 5th day of September, 1979, before me personally appeared W. VAN ZILE, to me personally known, who being by me duly sworn, says that he is the TRUST OFFICER of WELLS FARGO BANK, NATIONAL ASSOCIATION, 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.

[NOTARIAL SEAL]

Walter J. Michael
Notary Public

My commission expires:



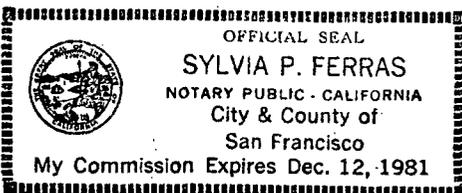
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 18th day of June, 1979, before me personally appeared Desa Wakeman, to me personally known, who being by me duly sworn, says that he is the Vice-President of UNITED STATES LEASE FINANCING, 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 its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Sylvia P. Ferras
Notary Public

My commission expires:



Interstate Commerce Commission
Washington, D.C. 20423

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9/17/79

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.

Alvord & Alvord

200 World Center Bldg.

918 16th St., N.W.

Washington, D.C. 20006

Dear

Sir:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/17/79 at 3:40pm, and assigned re-
recording number (s) 10354-B & 10354-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)