

6342 B

Interstate Commerce Commission
Washington, D. C.

FEB 11 1977-11 10 AM

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Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and four counterparts of a First Amendment to Conditional Sale Agreement dated as of April 1, 1976.

The original Conditional Sale Agreement was filed with the Interstate Commerce Commission on October 8, 1971, and assigned Recordation No. 6342.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A-1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Trustee under First
Amendment to Condi-
tional Sale Agreement:

Trust Company for USL, Inc.
1211 22nd Street
Oak Brook, Illinois 60521

Agent under First
Amendment to Condi-
tional Sale Agreement:

United States Leasing
International, Inc.
633 Battery Street
San Francisco, California 94111

^{Guarantor:}
Railroad/under First
Amendment to Condi-
tional Sale Agreement:

Chicago, Milwaukee, St. Paul
and Pacific Railroad Company
516 West Jackson Boulevard
Chicago, Illinois 60606

Assignee of the Manu-
facturer under First
Amendment to Condi-
tional Sale Agreement:

The First National Bank of
Chicago
One First National Plaza
Chicago, Illinois 60670

The undersigned is Railroad/^{Guarantor} under the First Amendment to Conditional Sale Agreement and has knowledge of the matters set forth therein.

Please return the original and two copies of the First Amendment to Conditional Sale Agreement to Robert P. Davis, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD

By Michael D Sullivan

Enclosures

SCHEDULE A-1

MANUFACTURER: GUNDERSON, INC.

PLANT OF MANUFACTURER: Portland, Oregon

DESCRIPTION OF EQUIPMENT: 200 60-foot 100-ton single sheath box cars bearing road numbers MILW 6100; 6101; 6103; 6105-6107, both inclusive; 6109-6121, both inclusive; 6123-6125, both inclusive; 6127; 6129-6137, both inclusive; 6139-6151, both inclusive; 6155; 6157-6160, both inclusive; 6162-6166, both inclusive; 6168-6175, both inclusive; 6177-6180, both inclusive; 6182-6186, both inclusive; 6188-6204, both inclusive; 6207; 6209-6217, both inclusive; 6219; 6222-6228, both inclusive; 6230; 6232-6237, both inclusive; 6239-6244, both inclusive; 6246; 6247; 6249-6252, both inclusive; 6255-6259, both inclusive; 6261; 6263; 6264; 6266; 6267; 6271-6273, both inclusive; 6275-6280, both inclusive; 6282-6284, both inclusive; 6286; 6287; 6289-6299, both inclusive; and 4253-4291, both inclusive.

BASE PRICE: \$4,390,000 (i.e., \$21,950 per Item)

DELIVER TO: Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Portland, Oregon

ESTIMATED DELIVERY DATES:

LESSEE: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

TRUSTOR: First Wisconsin National Bank of Milwaukee

ASSIGNEE OF MANUFACTURER: The First National Bank of Chicago

Interstate Commerce Commission
Washington, D.C. 20423

2/23/77

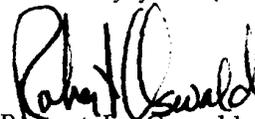
OFFICE OF THE SECRETARY

Michael D. Sullivan
Chicago, Milwaukee, St. Paul
& Pacific RR. Co.
516 West Jackson BLVD.
Chicago, Illinois 60606

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 2/11/77 at 11:30am , and assigned recordation number(s) 6342-B & 6343-B

Sincerely yours,



Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

6342-B
RECORDED
SEP 11 1977 - 11 49 AM
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of April 1, 1976 (the or this "First Amendment") among TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its individual capacity but solely as Trustee ("Trustee") under Trust Agreement dated as of July 1, 1971 ("Trust Agreement"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Trustee ("Agent"), CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (the "Railroad") and THE FIRST NATIONAL BANK OF CHICAGO, as Assignee (the "Assignee") of all right, title and interest in, to and under a certain CONDITIONAL SALE AGREEMENT dated as of July 1, 1971 (the "Conditional Sale Agreement") among GUNDERSON, INC., an Oregon corporation ("Gunderson") and PACIFIC CAR AND FOUNDRY COMPANY, a Washington corporation ("Pacific Car & Foundry") (Gunderson and Pacific Car & Foundry being herein sometimes collectively referred to as the "Manufacturers" and individually as "Manufacturer"), the Trustee, the Agent and the Railroad;

W I T N E S S E T H:

WHEREAS, the Manufacturers, the Trustee, the Agent and the Railroad have heretofore executed and delivered the Conditional Sale Agreement providing, inter alia, for the Manufacturers to construct and to build and deliver to the Trustee and for the Trustee to purchase certain railroad equipment more fully described in Schedules A-1 and A-2, respectively, attached to the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on October 8, 1971 and has been assigned Recordation No. 6342; and

WHEREAS, the Railroad desires to change the Identification Numbers of certain boxcars; and

WHEREAS, the Trustee, the Agent, the Assignee and the Railroad desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Trustee, the Agent, the Assignee and the Railroad hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

(M. R. Trust No. 11)

THE FIRST NATIONAL BANK OF CHICAGO,
as Assignee of the Manufacturers
under Conditional Sale Agreement

By _____
Its *Bank* ASSIGNEE

(Bank Seal)

Attest:

[Signature]

Secretary

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By *[Signature]*
Its _____
Vice President - Finance & Accounting RAILROAD

(Corporate Seal)

Attest:

[Signature]

Its

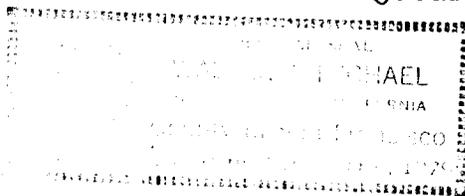
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 25th day of January, 1978⁷, before me personally appeared Richard A. Cogan, to me personally known, who being by me duly sworn, says that he is Vice President of TRUST COMPANY FOR USL, 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]

Walter J. Michael
Notary Public

My commission expires:



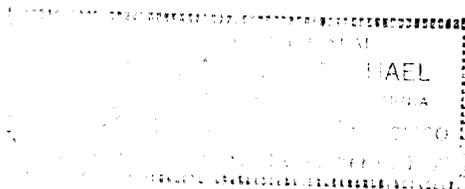
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 25th day of January, 1978⁷, before me personally appeared Deja Wakeen, to me personally known, who being by me duly sworn, says that she is vice President of UNITED STATES LEASING INTERNATIONAL, 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 she 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:



SCHEDULE A-1
(to Conditional Sale Agreement)

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PLANT OF MANUFACTURER: Portland, Oregon

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