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RECORDATION NO. Filed & Recorded August 25, 1977

AUG 29 1977-10 30 AM

INTERSTATE COMMERCE COMMISSION

7-241A057

RECORDATION NO. 8304-A Filed & Recorded

DATE AUG 29 1977-10 30 AM

Fee \$ 10 INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Mr. H. G. Homme, Jr.
Assistant Secretary
Interstate Commerce Commission
Washington, D. C.

Re: Lease of Railroad Equipment between First Security Bank of Utah and Western Pacific Railroad Company - Document #8304-A

Dear Mr. Homme:

Enclosed is the First Amendment to Document #8304-A - Lease of Railroad Equipment between First Security Bank of Utah and the Western Pacific Railroad Company for recording under Section 20C of the Interstate Commerce Act.

Thank you for your kind assistance.

Very truly yours,

BROBECK, PHLEGER & HARRISON

By *E. Manwell*
Edmund R. Manwell J.F.

ERM:d
Enc.

RECEIVED
AUG 29 10 21 AM '77
I.C.C.
FEE OPERATION BR.

Stephen Chilea

RECORDATION NO. *8304-D* Filed & Recorded

AUG 29 1977 - 10 ³⁰ AM

FIRST AMENDMENT TO INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT

Dated as of March 1, 1976

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Trustee,
as
LESSOR

and

THE WESTERN PACIFIC RAILROAD COMPANY
as
LESSEE

134 Insulated Box Cars

This First Amendment to Lease of Railroad Equipment is executed as of March 1, 1976 between First Security Bank of Utah, N.A., not in its individual capacity but solely as Trustee under a Trust Agreement with San Francisco Financial #II and The Western Pacific Railroad Company.

1. Recitals. The parties are parties to a Lease of Railroad Equipment dated as of March 1, 1976 (the "Agreement"). The parties desire to amend the Agreement as set forth herein.

2. Amendments.

(a) The figure "\$4,355,000" in Section 3, paragraph (h) on page 6 of the Agreement is deleted and the figure "\$4,382,301.16" is substituted therefor.

(b) Schedule A to the Agreement is amended to read in its entirety as set forth in Schedule A to Lease (Amended) attached.

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

LESSOR

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Trustee

[Seal]
Attest:

Title

By

Authorized Officer

LESSEE

THE WESTERN PACIFIC RAILROAD COMPANY

[Seal]
Attest:

Title

By

Vice President-Finance

Corporate Secretary

SCHEDULE A TO LEASE (AMENDED)

Units of used, standard railroad equipment to
be purchased by the Lessor:

<u>Quantity</u>	<u>Designation</u>	<u>Railroad Road Numbers</u>
134	50' 6" 70 Ton Box Car	WP 56176-56330

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this 22nd day of March, 1976,¹⁹⁷⁷
before me personally appeared Robert S. Clark,
to me personally known, who, being by me duly sworn, says
that he is an Authorized Officer of First Security Bank of
Utah, N.A., that the seal affixed to the foregoing instru-
ment is the corporate seal of said association and that
said instrument was signed and sealed on behalf of said
association by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing in-
strument was a free act and deed of said association.

Richard B. Erickson
Notary Public

[NOTARIAL SEAL]

My commission expires
November 21, 1979

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 3rd day of March, 1977, before me, personally appeared R. W. STUMBO, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of THE WESTERN PACIFIC RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and 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 a free act and deed of said corporation.

Diane Lorette Fafoutis
NOTARY PUBLIC

(NOTARIAL SEAL)



