

United States  
Lease Financing, Inc.

US

633 Battery Street  
San Francisco, California 94111  
(415) 445-7400

RECORDATION NO. 9348-A FILED 1425

MAR 17 1980 - 10 09 AM

INTERSTATE COMMERCE COMMISSION

March 11, 1980

Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue  
Washington, D.C. 20423

Dear Sir:

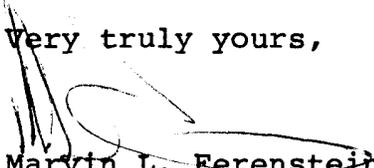
Enclosed for recordation are four originals of the First Amendment to Equipment Lease. The Equipment Lease was recorded on April 28, 1978 and assigned recordation No. 9348.

The Equipment covered is 500 covered hopper cars marked ROCK 800 000 to ROCK 800 499, both inclusive. The undersigned is the lessee of the cars.

Please return three originals of the enclosed Amendment to Mr. Marvin L. Ferenstein, United States Lease Financing, Inc., at 633 Battery Street, San Francisco, California 94111.

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

  
Marvin L. Ferenstein  
Counsel

MLF:nn  
Encl.

Interstate Commerce Commission  
Washington, D.C. 20423

3/18/80

OFFICE OF THE SECRETARY

Marvin L. Ferenstein  
United States Lease Financing, Inc.  
633 Battery Street  
San Francisco, Calif. 94111

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 3/17/80 at 10:50am, and assigned re-recording number (s). 9350-A & 9348-A

Sincerely yours,

  
Agatha L. Mergenevich  
Acting Secretary

Enclosure (s)

SE-30  
(7/79)

FIRST AMENDMENT TO EQUIPMENT LEASE

REGISTRATION NO. 9348A  
FILED 1425

APR 17 1980

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO EQUIPMENT LEASE dated as of December 1, 1979 ("Amendment") between WESTINGHOUSE LEASING CORPORATION, a Delaware Corporation (the "Lessor") and UNITED STATES LEASE FINANCING, INC., a California corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of April 1, 1978 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedule A attached to the Lease; and

WHEREAS, the Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on April 28, 1978 and has been assigned Recordation No. 9348; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By amending Section 2.1 to read in its entirety as follows:

"2.1 Rentals for Equipment. The Lessee agrees to pay the Lessor, on the dates provided in Section 2.2 hereof, for each Item of Equipment leased hereunder, 30 consecutive semiannual installments of rental (the "Fixed Rental"), payable in arrears, the first 2 installments to be each in an amount equal to 4.87896% of the Purchase Price thereof, the next 12 installments to be each in an amount equal to 4.90234% of the Purchase Price thereof and the remaining 16 installments to be each in an amount equal to 4.01526% of the Purchase Price thereof."

2. By deleting Schedules B and C and Annex 1 to each of such Schedules attached to the Lease as executed and by substituting therefor Schedules B and C and Annex 1 to each of such Schedules attached to this Amendment.

3. The Lessor and the Lessee agree that the foregoing amendments represent settlement in full of the indemnity obligations of the Lessee to the Lessor under Section 7(h) of the Participation Agreement referred to in the Lease.

Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

(CORPORATE SEAL)

Attest:

WESTINGHOUSE LEASING CORPORATION

By

Its

*E. F. Burbank*  
MANAGER OF LEASE OPERATIONS

Lessor

(CORPORATE SEAL)

Attest:

UNITED STATES LEASE FINANCING, INC.

By

Its

*[Signature]*  
Secretary

*Mr. S. J. [Signature]*  
President

Lessee

SCHEDULE OF CASUALTY VALUES

The Casualty Value for an Item of Equipment payable on the Term Lease Commencement Date or any Fixed Rental payment date thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule (as the same may be increased pursuant to Annex 1 to this Schedule B):

TABLE I

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
Term Lease Commencement Date	86.022
1	86.831
2	86.548
3	84.556
4	83.323
5	82.001
6	80.504
7	78.744
8	76.892
9	74.867
10	72.681
11	70.256
12	67.757
13	65.111
14	62.321
15	60.198
16	58.044
17	55.781
18	53.412
19	50.949
20	48.396
21	45.767
22	43.060
23	40.299
24	37.478
25	34.624
26	31.725
27	28.807
28	25.853
29	22.844
30 and thereafter during any storage period	20.000

(CRI Lease No. 6)

SCHEDULE B  
(to Equipment Lease)

ANNEX 1 TO SCHEDULE B  
(to Equipment Lease)

The percentage set forth in Table 1 to this Schedule B have been computed without regard to recapture of the Investment Credit provided for in Section 38 and related sections of the Internal Revenue Code of 1954, as amended. Consequently, the Casualty Value of any Item of Equipment suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Item shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	18.5185
Fifth	12.3457
Seventh	6.1728

SCHEDULE OF EARLY TERMINATION VALUES

The Early Termination Value for an Item of Equipment payable on any Fixed Rental payment date shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule (as the same may be increased pursuant to Annex 1 to this Schedule C):

TABLE I

<u>Number of Fixed Rental Payment Date on which Early Termination Value is Paid</u>	<u>Percentage of Purchase Price Payable as Early Termination Value</u>
6	80.504
7	78.744
8	76.892
9	74.867
10	72.681
11	70.256
12	67.757
13	65.111
14	62.321
15	60.198
16	58.044
17	55.781
18	53.412
19	50.949
20	48.396
21	45.767
22	43.060
23	40.299
24	37.478
25	34.624
26	31.725
27	28.807
28	25.853
29	22.844

(CRI Lease No. 6)

SCHEDULE C  
(to Equipment Lease)

ANNEX 1 TO SCHEDULE C  
(to Equipment Lease)

The percentages set forth in Table 1 to this Schedule C have been computed without regard to recapture of the Investment Credit provided for in Section 38 and related sections of the Internal Revenue Code of 1954, as amended. Consequently, the Early Termination Value of any Item of Equipment, in the event this lease is terminated pursuant to Section 11.9 hereof on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Item shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	18.5185
Fifth	12.3457
Seventh	6.1728

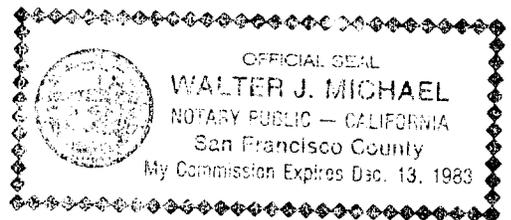
STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 8<sup>th</sup> day of January, 1980, before me personally appeared Max E. La Courte, to me personally known, who being by me duly sworn, says that he is 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.

Walter J. Michael  
Notary Public

(NOTARIAL SEAL)

My commission expires:



STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF Allegheny )

On this 15<sup>th</sup> day of January, 1980, before me personally appeared C.C. Barbank, to me personally known, who being by me duly sworn, says that he is MANAGER of LEASE OPERATIONS WESTINGHOUSE LEASING 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.

Mary Ann Bellenger  
Notary Public

(NOTARIAL SEAL)

My commission expires: