

United States
Lease Financing, Inc.



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

RECORDATION NO. Filed 1425

MAR 17 1980 - 10 49 AM

March 11, 1980

INTERSTATE COMMERCE COMMISSION

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

RECORDATION NO. 9350-^A Filed 1425
Date MAR 17 1980 - 10 49 AM

No. 0-077A031

Date MAR 17 1980

Fee \$ 20.00

INTERSTATE COMMERCE COMMISSION
Washington, D. C.

Dear Sir:

Enclosed for recordation are four originals of the First Amendment to Equipment Sublease. The Equipment Sublease was recorded on April 28, 1978 and assigned recordation No. 9350.

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.

RECEIVED
MAR 17 10 49 AM '80
I.C.C.
FEE OPERATION BR.

FIRST AMENDMENT TO EQUIPMENT SUBLEASE MAR 17 1980 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO EQUIPMENT SUBLEASE dated as of December 1, 1979 ("Amendment") between UNITED STATES LEASE FINANCING, INC., a California corporation (the "Lessor") and WILLIAM M. GIBBONS, TRUSTEE OF THE PROPERTY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY (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 Sublease 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. 9350; 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 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, the following rentals for each Item of Equipment leased hereunder:

"(a) Interim Rental. For each Item of Equipment, an amount per day (the "Interim Rental") equal to 0.027694% of the Purchase Price thereof (as defined in the Participation Agreement) for the period, if any, from the Closing Date (as defined in the Participation Agreement) for such Item to, but not including the later of (i) August 15, 1978, or (ii) the final Closing Date, but in no event later than December 31, 1978 (said payment date being herein called the "Term Lease Commencement Date");

"(b) Fixed Rental. For each Item of Equipment, 60 consecutive quarterly installments of rental (the "Fixed Rental"), payable in arrears, the first 5 installments to be each in an amount equal to 3.0169% of the Purchase Price thereof, the next 23 installments to be each in an amount equal to 3.028803% of the Purchase Price thereof and the remaining 32 installments to be each in an amount equal to 2.045503% of the Purchase Price thereof."

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 the corporate seal of the Lessor to be hereto affixed as of the day and year first above written.

(CORPORATE SEAL)

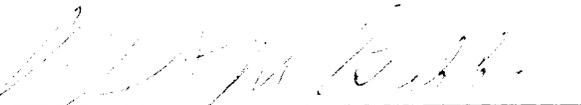
Attest:


Secretary

UNITED STATES LEASE FINANCING, INC.

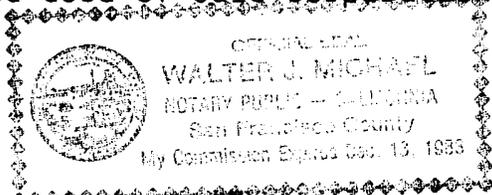
By 
Its Vice President and Treasurer (Lessor)

WILLIAM M. GIBBONS, TRUSTEE OF THE
PROPERTY OF CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD COMPANY

By 
Its Authorized Trustee Officer
(Lessee)

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

On this ^{March} 6th day of ~~January~~, 1980, before me personally appeared ~~Dessa Wakeman~~, to me personally known, who being by me duly sworn, says that she is ~~Vice Pres. & Treas.~~ 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 she 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: December 13, 1983

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ^{February} 6 day of ~~January~~, 1980, before me personally appeared WILLIAM M. GIBBONS, to me personally known, who being by me duly sworn, says that he is Trustee of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, and that the foregoing instrument was signed by him as Trustee of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY pursuant to specific orders of the United States District Court for the Northern District of Illinois in Proceedings bearing No. 75B2697.

William M. Gibbons
Notary Public

[NOTARIAL SEAL]

My commission expires: Oct. 26, 1981