

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

DEC 9 1 30 PM '80

File BRANCH

RECORDATION NO. 11886-C

U-344A DEC 9 1980 - 1 35 PM

No. Date DEC 9 1980 INTERSTATE COMMERCE COMMISSION

Fee \$ 10.00

December 9, 1980

IOC Washington, D. C.

Amendment Agreement Dated as of October 1, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 11886 and
Lease Filed under Recordation No. 11886-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Canadian Wheat Board for filing and recordation counterparts of the following document:

Amendment Agreement dated as of October 1, 1980, among The Canadian Wheat Board, as Lessee, The Connecticut Bank and Trust Company, as Trustee, Mercantile-Safe Deposit and Trust Company, as Agent, J. P. Morgan Interfunding Corp., as Owner, Morgan Guaranty Trust Company of New York, as Investor, and Hawker Siddeley Canada Inc., as Builder.

The Amendment Agreement amends a Conditional Sale Agreement dated as of April 1, 1980, previously filed and recorded with the Interstate Commerce Commission on June 10, 1980, at 12:15 p.m., Recordation Number 11886 and a Lease of Railroad Equipment dated as of April 1, 1980, previously

RALPH L. McAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 8814901

*This fee
I think this one
is 11886-C*

Johnie Board
[Signature]

filed and recorded as above with the Interstate Commerce Commission on June 10, 1980, at 12:15 p.m., Recordation Number 11886-B.

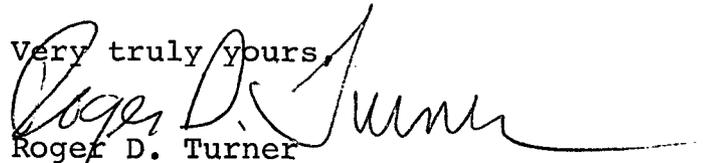
The Amendment Agreement amends the Conditional Sale Agreement and the Lease to permit the substitution of an Owner and to make certain other changes.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11886-C.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,


Roger D. Turner
as Agent for
The Canadian Wheat Board

Ms. Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

12/10/80

OFFICE OF THE SECRETARY

Roger D. Turner
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

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 **12/10/80** at **1:35pm**, and assigned re-
recording number(s). **11886-C**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

IL
11

SE-30
(7/79)

RECORDATION NO. 11886-C Filed 1425

DEC 9 1980 -1 35 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref: 2044-076]

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent,

J. P. MORGAN INTERFUNDING CORP.,
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Investor,

and

HAWKER SIDDELEY CANADA INC.,
Builder

Dated as of October 1, 1980

[Amending Participation Agreement, Conditional
Sale Agreement and Lease of Railroad
Equipment, each dated as of April 1, 1980]

AMENDMENT AGREEMENT dated as of October 1, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and registered in

certain provinces of Canada;

WHEREAS pursuant to the Participation Agreement, the Owner has the option to substitute additional financial institutions to own a portion of the Equipment, and pursuant to such option, the Owner has elected to substitute Mellon National Leasing and Management Corporation ("Mellon") as owner of a portion of the Equipment not yet delivered;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to permit the substitution of Mellon as owner of a portion of the Equipment not yet delivered, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The reference to "\$50,000,000" in the first paragraph of Paragraph 1 is hereby changed to "\$40,000,000".

(b) The reference to "\$37,500,000" in the first paragraph of Paragraph 2 is hereby changed to "\$30,000,000".

(c) The second paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"Such amendments may include, among other things, changes in the interest rate and the schedule of principal payments applicable in respect of the CSA Indebtedness."

(d) The third paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"As soon as practicable after the last Closing Date, the Agent will deliver to the Investor a schedule of payments reflecting the dates and amounts of principal payments to be made in respect of such certificate."

(e) The second paragraph of Paragraph 10 is hereby amended by adding the following sentence at the end thereof:

"The Agent will furnish to the Investor a revised schedule or schedules of payments showing the reduction of the Investor's interest in the installments of the aggregate CSA Indebtedness remaining unpaid."

(f) Clause (iii) of the first sentence of Paragraph 13 is hereby amended and restated in its entirety to read as follows:

"(iii) the fees and expenses of Salomon Brothers and Wood Gundy Incorporated in connection with the arranging of permanent financing (collectively the 'Placement Fees') to replace the interim financing provided by the Investor under this Agreement and under the Participation Agreement dated as of October 1, 1980 (the 'Mellon Agreement'), among the Lessee, the Agent, Mellon National Leasing and Management Corporation, The Connecticut Bank and Trust Company, as trustee, and the Investor, but excluding any Placement Fees exceeding in the aggregate $\frac{3}{8}$ of 1% of the principal amount of such permanent financing (any such excess being hereinafter called the 'Excess Placement Fees')".

(g) The third and fourth sentences of Paragraph 13 are hereby amended and restated in their entirety to read as follows:

"The Owner will also pay or cause to be paid (x) any Excess Placement Fees payable in respect of the arranging of the permanent financing which replaces the interim financing provided by the Investor under this Agreement and (y) a commitment fee (the 'Commitment Fee') to the Investor (computed on the basis of a 360-day year of 12 30-day months) on (A) the average daily unused portion of the Investor's commitment to make deposits hereunder from the date of execution of this Agreement by the Investor to the Cut-Off Date (as defined in the CSA) at the rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on the Cut-Off Date, and (B) the average daily unused portion of the Investor's commitment to make deposits under the Mellon Agreement from the date on which the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement shall have been met or waived to the Cut-Off Date (as defined in the CSA referred to in the Mellon Agreement) at the

rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on such Cut-Off Date, but any such payment pursuant to the foregoing clause (x) or (y) will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve the Owner's Net Economic Return (as defined in the Lease) as provided in the Lease. In the event that the aggregate Transaction Expenses exceed .6% of the sum of (A) the total Purchase Price of all the Equipment delivered and accepted under the CSA and (B) the total Purchase Price (as defined in the Mellon Agreement) of all the Equipment (as defined in the Mellon Agreement) delivered and accepted under the CSA referred to in the Mellon Agreement (any such excess being hereinafter called the 'Excess Transaction Expenses'), the Owner will pay or cause to be paid the Excess Transaction Expenses but any such payment will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve Net Economic Return as provided in the Lease."

(h) The reference to "November 15, 1980" in Paragraph 19(b) (as heretofore amended by an amendment dated as of April 1, 1980) is hereby changed to "June 30, 1981", and the words "on any date after September 30, 1980, and" are hereby deleted from such Paragraph.

(i) Exhibit C to the Participation Agreement and any certificates of interest heretofore issued in the form of such Exhibit C are hereby amended by deleting the word "equal" from clause (i) of the first sentence of the second paragraph thereof.

2. The parties to the Conditional Sale Agreement, and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement shall be amended as follows:

(a) Article 4 is hereby amended by adding the following sentences at the end of the third paragraph thereof:

"The installment of principal payable on each Payment Date shall be calculated so that the amount thereof shall be substantially in proportion to the amount of principal set forth in Schedule I hereto for such Payment Date, and the aggregate of such installments of principal will completely amortize the Conditional Sale Indebtedness. The Vendee will furnish or cause to be furnished to the Vendor and

the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amount of principal payable on each Payment Date."

(b) Article 7 is hereby amended by adding the following sentence at the end of the second paragraph thereof:

"The Vendee will promptly furnish or cause to be furnished to the Vendor and the Lessee a revised schedule of payments of principal thereafter to be made, in such number of counterparts as the Vendor may request."

(c) The schedule attached hereto as Exhibit A is hereby added to the Conditional Sale Agreement as Schedule I thereto.

(d) Item 2 of Annex A to the Conditional Sale Agreement is hereby amended by changing the word "eight" in the first sentence thereof to "six".

(e) Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The parties to the Lease agree that it shall be amended as follows:

(a) Clause (a) of the third paragraph of § 3 is hereby amended and restated in its entirety to read as follows:

"(a) the Owner shall be required under Paragraph 13 of the Participation Agreement to pay any Excess Transaction Expenses (as therein defined),".

(b) The third paragraph of § 3 is hereby amended by adding the following proviso at the end thereof:

"; provided, however, that (i) if the Owner shall make any payment referred to in the foregoing clause (a) or (b), the increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required by reason of such payment pursuant

to the foregoing provisions shall be based on the amount of such payment net of any reimbursement to the Owner by Mellon National Leasing and Management Corporation ("Mellon") pursuant to the Participation Agreement dated as of October 1, 1980, among the Lessee, Mercantile-Safe Deposit and Trust Company, as agent, Mellon, The Connecticut Bank and Trust Company, as trustee, and Morgan Guaranty Trust Company of New York; and (ii) if any units of railroad equipment shall be delivered and accepted under the Lease of Railroad Equipment dated as of October 1, 1980 (the 'Other Lease'), between the Lessee and The Connecticut Bank and Trust Company, as trustee, such units shall be deemed to be 'Units' for the purpose of the foregoing clause (c), and any increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required pursuant to such clause (c) will be made on the same basis as if such units had been delivered and accepted as 'Units' under this Lease".

(c) The reference to "\$5,000,000" in the last paragraph of § 3 is hereby changed to "\$4,000,000".

(d) The second proviso in § 6(b) is hereby amended and restated in its entirety to read as follows:

"provided further, however, that if an indemnification payment is made pursuant to this § 6 (other than any payment of or indemnity for Canadian withholding taxes), the Lessee shall be entitled to offsetting tax benefits realized by the Owner which correspond to those described in the second, third and fourth sentences of § 15(c)".

(e) The reference to "April 30" in the first sentence of § 8 is hereby changed to "May 31".

(f) Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to

refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease.

6. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

7. Without limiting the provisions of the Trust Agreement, the Owner agrees to pay or cause to be paid all of the costs and expenses incurred by the Lessee (other than costs (including counsel fees) incurred by the Lessee which are incidental to its review of documents), the Trustee and the Agent in connection with the preparation, execution, delivery, filing, recording and registration of this Agreement, including the reasonable fees and disbursements of (1) Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, (2) Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor and the Owner, and (3) Messrs. Day, Berry & Howard, counsel for the Trustee. In addition, the Owner agrees to pay or cause to be paid all fees, costs and expenses described as payable by it in Paragraph 13 of the Participation Agreement dated as of October 1, 1980 (the "Mellon Agreement"), among the Lessee, the Agent, Mellon, The Connecticut Bank and Trust Company ("CBT"), as Trustee, and the Investor. Notwithstanding anything herein to the contrary, the Owner agrees to pay CBT the compensation agreed to by the Owner for CBT's services under the Trust Agreement dated as of October 1, 1980, among the Agent, Mellon and CBT and to reimburse CBT for its reasonable expenses thereunder and under the Trust Documents, as defined therein.

8. The amendments herein provided for shall become effective upon the satisfaction or waiver of the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement; provided, however, that the provisions of Paragraph 7 hereof shall be effective immediately upon the execution of this Agreement by the Owner.

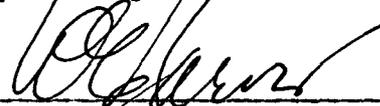
9. Unless otherwise agreed between the Builder and the Owner, the Builder agrees that before making any

further deliveries under the Conditional Sale Agreement it will first deliver all the units of railroad equipment required to be delivered under the Conditional Sale Agreement dated as of October 1, 1980, between CBT, as Trustee, and the Builder.

10. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

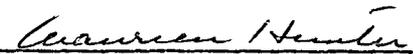
THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by 

by 

[Seal]

Attest:


Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by

[Corporate Seal]

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by

Vice President

[Corporate Seal]

Attest:

Secretary

PROVINCE OF MANITOBA,)
) ss.:
CITY OF WINNIPEG ,)

On this ^{November 28th} day of ~~October~~ 1980, before me personally appeared *W. E. Jarvis* and *J. L. Leibfried*, to me personally known, who, being by me duly sworn, says that they are the *Chief Commissioner* and *Commissioner*, respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Andrew Brennan

Notary Public

[Notarial Seal]

My Commission expires
March 31, 1981

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this _____ day of October 1980, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of J. P. MORGAN INTERFUNDING CORP., 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST 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.

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A
to
Amendment Agreement

SCHEDULE I
TO
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
7/1/81	\$ 6,772.99	\$993,227.01
1/1/82	7,213.24	986,013.77
7/1/82	7,682.10	978,331.67
1/1/83	8,181.44	970,150.24
7/1/83	8,713.23	961,437.01
1/1/84	9,279.59	952,157.42
7/1/84	9,882.76	942,274.66
1/1/85	10,525.14	931,749.52
7/1/85	11,209.28	920,540.24
1/1/86	11,937.88	908,602.36
7/1/86	12,713.84	895,888.52
1/1/87	13,540.24	882,348.28
7/1/87	14,420.36	867,927.92
1/1/88	15,357.68	852,570.25
7/1/88	16,355.93	836,214.32
1/1/89	17,419.06	818,795.25
7/1/89	18,551.30	800,243.95
1/1/90	19,757.14	780,486.81
7/1/90	21,041.35	759,445.46
1/1/91	22,409.04	737,036.42
7/1/91	23,865.63	713,170.80
1/1/92	16,311.57	696,859.23
7/1/92	26,477.14	670,382.09
1/1/93	13,953.52	656,428.56
7/1/93	24,691.94	631,736.62
1/1/94	13,596.16	618,140.46
7/1/94	33,580.08	584,560.39
1/1/95	6,744.79	577,815.60
7/1/95	26,528.53	551,287.07
1/1/96	14,045.10	537,241.97
7/1/96	24,429.88	512,812.09
1/1/97	16,481.57	496,330.52
7/1/97	23,910.38	472,420.14
1/1/98	47,754.39	424,665.75
7/1/98	60,119.21	364,546.53
1/1/99	64,026.96	300,519.57
7/1/99	68,188.71	232,330.86
1/1/00	72,620.98	159,709.88
7/1/00	77,341.34	82,368.53
1/1/01	82,368.53	0.00

\$1,000,000.00

Exhibit B
to
Amendment Agreement

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
Covered hopper car	IO-139 dated 11/19/79, revised 4/21/80; Hawker Siddeley Canada Ltd. General Arrangement Drawing No. A152H87 dated 2/29/80, Rev. B dated 4/7/80	Trenton, Nova Scotia	800	CPWX 604302 through CPWX 605101	Can. \$52,500	Can. \$42,000,000	June-Dec., 1980, F.O.R. at Builder's plant in Trenton, Nova Scotia, or F.O.R. at one of the CNR storage locations specified in the Bailment Agreement, as designated by the Builder

$$\begin{array}{r} 605101 \\ - 604302 \\ \hline 799 \\ 800 \end{array}$$

Exhibit C
to
Amendment Agreement

SCHEDULE A TO LEASE

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
Covered hopper cars	800	CPWX 604302 through CPWX 605101

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent,

J. P. MORGAN INTERFUNDING CORP.,
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Investor,

and

HAWKER SIDDELEY CANADA INC.,
Builder

Dated as of October 1, 1980

[Amending Participation Agreement, Conditional
Sale Agreement and Lease of Railroad
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WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and registered in

certain provinces of Canada;

WHEREAS pursuant to the Participation Agreement, the Owner has the option to substitute additional financial institutions to own a portion of the Equipment, and pursuant to such option, the Owner has elected to substitute Mellon National Leasing and Management Corporation ("Mellon") as owner of a portion of the Equipment not yet delivered;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to permit the substitution of Mellon as owner of a portion of the Equipment not yet delivered, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The reference to "\$50,000,000" in the first paragraph of Paragraph 1 is hereby changed to "\$40,000,000".

(b) The reference to "\$37,500,000" in the first paragraph of Paragraph 2 is hereby changed to "\$30,000,000".

(c) The second paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"Such amendments may include, among other things, changes in the interest rate and the schedule of principal payments applicable in respect of the CSA Indebtedness."

(d) The third paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"As soon as practicable after the last Closing Date, the Agent will deliver to the Investor a schedule of payments reflecting the dates and amounts of principal payments to be made in respect of such certificate."

(e) The second paragraph of Paragraph 10 is hereby amended by adding the following sentence at the end thereof:

"The Agent will furnish to the Investor a revised schedule or schedules of payments showing the reduction of the Investor's interest in the installments of the aggregate CSA Indebtedness remaining unpaid."

(f) Clause (iii) of the first sentence of Paragraph 13 is hereby amended and restated in its entirety to read as follows:

"(iii) the fees and expenses of Salomon Brothers and Wood Gundy Incorporated in connection with the arranging of permanent financing (collectively the 'Placement Fees') to replace the interim financing provided by the Investor under this Agreement and under the Participation Agreement dated as of October 1, 1980 (the 'Mellon Agreement'), among the Lessee, the Agent, Mellon National Leasing and Management Corporation, The Connecticut Bank and Trust Company, as trustee, and the Investor, but excluding any Placement Fees exceeding in the aggregate $\frac{3}{8}$ of 1% of the principal amount of such permanent financing (any such excess being hereinafter called the 'Excess Placement Fees')".

(g) The third and fourth sentences of Paragraph 13 are hereby amended and restated in their entirety to read as follows:

"The Owner will also pay or cause to be paid (x) any Excess Placement Fees payable in respect of the arranging of the permanent financing which replaces the interim financing provided by the Investor under this Agreement and (y) a commitment fee (the 'Commitment Fee') to the Investor (computed on the basis of a 360-day year of 12 30-day months) on (A) the average daily unused portion of the Investor's commitment to make deposits hereunder from the date of execution of this Agreement by the Investor to the Cut-Off Date (as defined in the CSA) at the rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on the Cut-Off Date, and (B) the average daily unused portion of the Investor's commitment to make deposits under the Mellon Agreement from the date on which the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement shall have been met or waived to the Cut-Off Date (as defined in the CSA referred to in the Mellon Agreement) at the

rate of $3/8$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on such Cut-Off Date, but any such payment pursuant to the foregoing clause (x) or (y) will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve the Owner's Net Economic Return (as defined in the Lease) as provided in the Lease. In the event that the aggregate Transaction Expenses exceed .6% of the sum of (A) the total Purchase Price of all the Equipment delivered and accepted under the CSA and (B) the total Purchase Price (as defined in the Mellon Agreement) of all the Equipment (as defined in the Mellon Agreement) delivered and accepted under the CSA referred to in the Mellon Agreement (any such excess being hereinafter called the 'Excess Transaction Expenses'), the Owner will pay or cause to be paid the Excess Transaction Expenses but any such payment will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve Net Economic Return as provided in the Lease."

(h) The reference to "November 15, 1980" in Paragraph 19(b) (as heretofore amended by an amendment dated as of April 1, 1980) is hereby changed to "June 30, 1981", and the words "on any date after September 30, 1980, and" are hereby deleted from such Paragraph.

(i) Exhibit C to the Participation Agreement and any certificates of interest heretofore issued in the form of such Exhibit C are hereby amended by deleting the word "equal" from clause (i) of the first sentence of the second paragraph thereof.

2. The parties to the Conditional Sale Agreement, and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement shall be amended as follows:

(a) Article 4 is hereby amended by adding the following sentences at the end of the third paragraph thereof:

"The installment of principal payable on each Payment Date shall be calculated so that the amount thereof shall be substantially in proportion to the amount of principal set forth in Schedule I hereto for such Payment Date, and the aggregate of such installments of principal will completely amortize the Conditional Sale Indebtedness. The Vendee will furnish or cause to be furnished to the Vendor and

the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amount of principal payable on each Payment Date."

(b) Article 7 is hereby amended by adding the following sentence at the end of the second paragraph thereof:

"The Vendee will promptly furnish or cause to be furnished to the Vendor and the Lessee a revised schedule of payments of principal thereafter to be made, in such number of counterparts as the Vendor may request."

(c) The schedule attached hereto as Exhibit A is hereby added to the Conditional Sale Agreement as Schedule I thereto.

(d) Item 2 of Annex A to the Conditional Sale Agreement is hereby amended by changing the word "eight" in the first sentence thereof to "six".

(e) Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The parties to the Lease agree that it shall be amended as follows:

(a) Clause (a) of the third paragraph of § 3 is hereby amended and restated in its entirety to read as follows:

"(a) the Owner shall be required under Paragraph 13 of the Participation Agreement to pay any Excess Transaction Expenses (as therein defined),"

(b) The third paragraph of § 3 is hereby amended by adding the following proviso at the end thereof:

"; provided, however, that (i) if the Owner shall make any payment referred to in the foregoing clause (a) or (b), the increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required by reason of such payment pursuant

to the foregoing provisions shall be based on the amount of such payment net of any reimbursement to the Owner by Mellon National Leasing and Management Corporation ("Mellon") pursuant to the Participation Agreement dated as of October 1, 1980, among the Lessee, Mercantile-Safe Deposit and Trust Company, as agent, Mellon, The Connecticut Bank and Trust Company, as trustee, and Morgan Guaranty Trust Company of New York; and (ii) if any units of railroad equipment shall be delivered and accepted under the Lease of Railroad Equipment dated as of October 1, 1980 (the 'Other Lease'), between the Lessee and The Connecticut Bank and Trust Company, as trustee, such units shall be deemed to be 'Units' for the purpose of the foregoing clause (c), and any increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required pursuant to such clause (c) will be made on the same basis as if such units had been delivered and accepted as 'Units' under this Lease".

(c) The reference to "\$5,000,000" in the last paragraph of § 3 is hereby changed to "\$4,000,000".

(d) The second proviso in § 6(b) is hereby amended and restated in its entirety to read as follows:

"provided further, however, that if an indemnification payment is made pursuant to this § 6 (other than any payment of or indemnity for Canadian withholding taxes), the Lessee shall be entitled to offsetting tax benefits realized by the Owner which correspond to those described in the second, third and fourth sentences of § 15(c)".

(e) The reference to "April 30" in the first sentence of § 8 is hereby changed to "May 31".

(f) Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to

refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease.

6. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

7. Without limiting the provisions of the Trust Agreement, the Owner agrees to pay or cause to be paid all of the costs and expenses incurred by the Lessee (other than costs (including counsel fees) incurred by the Lessee which are incidental to its review of documents), the Trustee and the Agent in connection with the preparation, execution, delivery, filing, recording and registration of this Agreement, including the reasonable fees and disbursements of (1) Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, (2) Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor and the Owner, and (3) Messrs. Day, Berry & Howard, counsel for the Trustee. In addition, the Owner agrees to pay or cause to be paid all fees, costs and expenses described as payable by it in Paragraph 13 of the Participation Agreement dated as of October 1, 1980 (the "Mellon Agreement"), among the Lessee, the Agent, Mellon, The Connecticut Bank and Trust Company ("CBT"), as Trustee, and the Investor. Notwithstanding anything herein to the contrary, the Owner agrees to pay CBT the compensation agreed to by the Owner for CBT's services under the Trust Agreement dated as of October 1, 1980, among the Agent, Mellon and CBT and to reimburse CBT for its reasonable expenses thereunder and under the Trust Documents, as defined therein.

8. The amendments herein provided for shall become effective upon the satisfaction or waiver of the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement; provided, however, that the provisions of Paragraph 7 hereof shall be effective immediately upon the execution of this Agreement by the Owner.

9. Unless otherwise agreed between the Builder and the Owner, the Builder agrees that before making any

further deliveries under the Conditional Sale Agreement it will first deliver all the units of railroad equipment required to be delivered under the Conditional Sale Agreement dated as of October 1, 1980, between CBT, as Trustee, and the Builder.

10. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by

by

[Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by



Assistant Vice President

[Corporate Seal]

Attest:



ASSISTANT Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by

[Corporate Seal]

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by

Vice President

[Corporate Seal]

Attest:

Secretary

PROVINCE OF MANITOBA,)
) ss.:
CITY OF WINNIPEG ,)

On this _____ day of October 1980, before me personally appeared _____ and _____, to me personally known, who, being by me duly sworn, says that they are the _____ and _____, respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

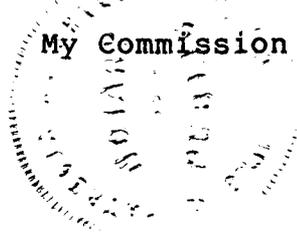
On this ^{19th} day of ~~October~~^{NOVEMBER} 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is 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.

Patricia A. Shilow

Notary Public

[Notarial Seal]

My Commission expires *7-1-82*



STATE OF NEW YORK,)
) ss.:
 COUNTY OF NEW YORK,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of J. P. MORGAN INTERFUNDING CORP., 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST 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.

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A
to
Amendment Agreement

SCHEDULE I
TO
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
7/1/81	\$ 6,772.99	\$993,227.01
1/1/82	7,213.24	986,013.77
7/1/82	7,682.10	978,331.67
1/1/83	8,181.44	970,150.24
7/1/83	8,713.23	961,437.01
1/1/84	9,279.59	952,157.42
7/1/84	9,882.76	942,274.66
1/1/85	10,525.14	931,749.52
7/1/85	11,209.28	920,540.24
1/1/86	11,937.88	908,602.36
7/1/86	12,713.84	895,888.52
1/1/87	13,540.24	882,348.28
7/1/87	14,420.36	867,927.92
1/1/88	15,357.68	852,570.25
7/1/88	16,355.93	836,214.32
1/1/89	17,419.06	818,795.25
7/1/89	18,551.30	800,243.95
1/1/90	19,757.14	780,486.81
7/1/90	21,041.35	759,445.46
1/1/91	22,409.04	737,036.42
7/1/91	23,865.63	713,170.80
1/1/92	16,311.57	696,859.23
7/1/92	26,477.14	670,382.09
1/1/93	13,953.52	656,428.56
7/1/93	24,691.94	631,736.62
1/1/94	13,596.16	618,140.46
7/1/94	33,580.08	584,560.39
1/1/95	6,744.79	577,815.60
7/1/95	26,528.53	551,287.07
1/1/96	14,045.10	537,241.97
7/1/96	24,429.88	512,812.09
1/1/97	16,481.57	496,330.52
7/1/97	23,910.38	472,420.14
1/1/98	47,754.39	424,665.75
7/1/98	60,119.21	364,546.53
1/1/99	64,026.96	300,519.57
7/1/99	68,188.71	232,330.86
1/1/00	72,620.98	159,709.88
7/1/00	77,341.34	82,368.53
1/1/01	82,368.53	0.00

\$1,000,000.00

Exhibit B
to
Amendment Agreement

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
Covered hopper car	LO-139 dated 11/19/79, revised 4/21/80; Hawker Siddeley Canada Ltd. General Arrangement Drawing No. A152H87 dated 2/29/80, Rev. B dated 4/7/80	Trenton, Nova Scotia	800	CPWX 604302 through CPWX 605101	Can. \$52,500	Can. \$42,000,000	June-Dec., 1980, F.O.R. at Builder's plant in Trenton, Nova Scotia, or F.O.R. at one of the CNR storage locations specified in the Bailment Agreement, as designated by the Builder

Exhibit C
to
Amendment Agreement

SCHEDULE A TO LEASE

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
Covered hopper cars	800	CPWX 604302 through CPWX 605101

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent,

J. P. MORGAN INTERFUNDING CORP.,
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Investor,

and

HAWKER SIDDELEY CANADA INC.,
Builder

Dated as of October 1, 1980

[Amending Participation Agreement, Conditional
Sale Agreement and Lease of Railroad
Equipment, each dated as of April 1, 1980]

AMENDMENT AGREEMENT dated as of October 1, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and registered in

certain provinces of Canada;

WHEREAS pursuant to the Participation Agreement, the Owner has the option to substitute additional financial institutions to own a portion of the Equipment, and pursuant to such option, the Owner has elected to substitute Mellon National Leasing and Management Corporation ("Mellon") as owner of a portion of the Equipment not yet delivered;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to permit the substitution of Mellon as owner of a portion of the Equipment not yet delivered, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The reference to "\$50,000,000" in the first paragraph of Paragraph 1 is hereby changed to "\$40,000,000".

(b) The reference to "\$37,500,000" in the first paragraph of Paragraph 2 is hereby changed to "\$30,000,000".

(c) The second paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"Such amendments may include, among other things, changes in the interest rate and the schedule of principal payments applicable in respect of the CSA Indebtedness."

(d) The third paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"As soon as practicable after the last Closing Date, the Agent will deliver to the Investor a schedule of payments reflecting the dates and amounts of principal payments to be made in respect of such certificate."

(e) The second paragraph of Paragraph 10 is hereby amended by adding the following sentence at the end thereof:

"The Agent will furnish to the Investor a revised schedule or schedules of payments showing the reduction of the Investor's interest in the installments of the aggregate CSA Indebtedness remaining unpaid."

(f) Clause (iii) of the first sentence of Paragraph 13 is hereby amended and restated in its entirety to read as follows:

"(iii) the fees and expenses of Salomon Brothers and Wood Gundy Incorporated in connection with the arranging of permanent financing (collectively the 'Placement Fees') to replace the interim financing provided by the Investor under this Agreement and under the Participation Agreement dated as of October 1, 1980 (the 'Mellon Agreement'), among the Lessee, the Agent, Mellon National Leasing and Management Corporation, The Connecticut Bank and Trust Company, as trustee, and the Investor, but excluding any Placement Fees exceeding in the aggregate $\frac{3}{8}$ of 1% of the principal amount of such permanent financing (any such excess being hereinafter called the 'Excess Placement Fees')".

(g) The third and fourth sentences of Paragraph 13 are hereby amended and restated in their entirety to read as follows:

"The Owner will also pay or cause to be paid (x) any Excess Placement Fees payable in respect of the arranging of the permanent financing which replaces the interim financing provided by the Investor under this Agreement and (y) a commitment fee (the 'Commitment Fee') to the Investor (computed on the basis of a 360-day year of 12 30-day months) on (A) the average daily unused portion of the Investor's commitment to make deposits hereunder from the date of execution of this Agreement by the Investor to the Cut-Off Date (as defined in the CSA) at the rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on the Cut-Off Date, and (B) the average daily unused portion of the Investor's commitment to make deposits under the Mellon Agreement from the date on which the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement shall have been met or waived to the Cut-Off Date (as defined in the CSA referred to in the Mellon Agreement) at the

rate of 3/8 of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on such Cut-Off Date, but any such payment pursuant to the foregoing clause (x) or (y) will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve the Owner's Net Economic Return (as defined in the Lease) as provided in the Lease. In the event that the aggregate Transaction Expenses exceed .6% of the sum of (A) the total Purchase Price of all the Equipment delivered and accepted under the CSA and (B) the total Purchase Price (as defined in the Mellon Agreement) of all the Equipment (as defined in the Mellon Agreement) delivered and accepted under the CSA referred to in the Mellon Agreement (any such excess being hereinafter called the 'Excess Transaction Expenses'), the Owner will pay or cause to be paid the Excess Transaction Expenses but any such payment will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve Net Economic Return as provided in the Lease."

(h) The reference to "November 15, 1980" in Paragraph 19(b) (as heretofore amended by an amendment dated as of April 1, 1980) is hereby changed to "June 30, 1981", and the words "on any date after September 30, 1980, and" are hereby deleted from such Paragraph.

(i) Exhibit C to the Participation Agreement and any certificates of interest heretofore issued in the form of such Exhibit C are hereby amended by deleting the word "equal" from clause (i) of the first sentence of the second paragraph thereof.

2. The parties to the Conditional Sale Agreement, and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement shall be amended as follows:

(a) Article 4 is hereby amended by adding the following sentences at the end of the third paragraph thereof:

"The installment of principal payable on each Payment Date shall be calculated so that the amount thereof shall be substantially in proportion to the amount of principal set forth in Schedule I hereto for such Payment Date, and the aggregate of such installments of principal will completely amortize the Conditional Sale Indebtedness. The Vendee will furnish or cause to be furnished to the Vendor and

the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amount of principal payable on each Payment Date."

(b) Article 7 is hereby amended by adding the following sentence at the end of the second paragraph thereof:

"The Vendee will promptly furnish or cause to be furnished to the Vendor and the Lessee a revised schedule of payments of principal thereafter to be made, in such number of counterparts as the Vendor may request."

(c) The schedule attached hereto as Exhibit A is hereby added to the Conditional Sale Agreement as Schedule I thereto.

(d) Item 2 of Annex A to the Conditional Sale Agreement is hereby amended by changing the word "eight" in the first sentence thereof to "six".

(e) Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The parties to the Lease agree that it shall be amended as follows:

(a) Clause (a) of the third paragraph of § 3 is hereby amended and restated in its entirety to read as follows:

"(a) the Owner shall be required under Paragraph 13 of the Participation Agreement to pay any Excess Transaction Expenses (as therein defined),"

(b) The third paragraph of § 3 is hereby amended by adding the following proviso at the end thereof:

"; provided, however, that (i) if the Owner shall make any payment referred to in the foregoing clause (a) or (b), the increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required by reason of such payment pursuant

to the foregoing provisions shall be based on the amount of such payment net of any reimbursement to the Owner by Mellon National Leasing and Management Corporation ("Mellon") pursuant to the Participation Agreement dated as of October 1, 1980, among the Lessee, Mercantile-Safe Deposit and Trust Company, as agent, Mellon, The Connecticut Bank and Trust Company, as trustee, and Morgan Guaranty Trust Company of New York; and (ii) if any units of railroad equipment shall be delivered and accepted under the Lease of Railroad Equipment dated as of October 1, 1980 (the 'Other Lease'), between the Lessee and The Connecticut Bank and Trust Company, as trustee, such units shall be deemed to be 'Units' for the purpose of the foregoing clause (c), and any increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required pursuant to such clause (c) will be made on the same basis as if such units had been delivered and accepted as 'Units' under this Lease".

(c) The reference to "\$5,000,000" in the last paragraph of § 3 is hereby changed to "\$4,000,000".

(d) The second proviso in § 6(b) is hereby amended and restated in its entirety to read as follows:

"provided further, however, that if an indemnification payment is made pursuant to this § 6 (other than any payment of or indemnity for Canadian withholding taxes), the Lessee shall be entitled to offsetting tax benefits realized by the Owner which correspond to those described in the second, third and fourth sentences of § 15(c)".

(e) The reference to "April 30" in the first sentence of § 8 is hereby changed to "May 31".

(f) Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to

refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease.

6. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

7. Without limiting the provisions of the Trust Agreement, the Owner agrees to pay or cause to be paid all of the costs and expenses incurred by the Lessee (other than costs (including counsel fees) incurred by the Lessee which are incidental to its review of documents), the Trustee and the Agent in connection with the preparation, execution, delivery, filing, recording and registration of this Agreement, including the reasonable fees and disbursements of (1) Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, (2) Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor and the Owner, and (3) Messrs. Day, Berry & Howard, counsel for the Trustee. In addition, the Owner agrees to pay or cause to be paid all fees, costs and expenses described as payable by it in Paragraph 13 of the Participation Agreement dated as of October 1, 1980 (the "Mellon Agreement"), among the Lessee, the Agent, Mellon, The Connecticut Bank and Trust Company ("CBT"), as Trustee, and the Investor. Notwithstanding anything herein to the contrary, the Owner agrees to pay CBT the compensation agreed to by the Owner for CBT's services under the Trust Agreement dated as of October 1, 1980, among the Agent, Mellon and CBT and to reimburse CBT for its reasonable expenses thereunder and under the Trust Documents, as defined therein.

8. The amendments herein provided for shall become effective upon the satisfaction or waiver of the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement; provided, however, that the provisions of Paragraph 7 hereof shall be effective immediately upon the execution of this Agreement by the Owner.

9. Unless otherwise agreed between the Builder and the Owner, the Builder agrees that before making any

further deliveries under the Conditional Sale Agreement it will first deliver all the units of railroad equipment required to be delivered under the Conditional Sale Agreement dated as of October 1, 1980, between CBT, as Trustee, and the Builder.

10. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by

by

[Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by Cathleen J. Matanle
V.P.

[Corporate Seal]

Attest:

Barbara S. Stokes

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by

Vice President

[Corporate Seal]

Attest:

Secretary

PROVINCE OF MANITOBA,)
) ss.:
 CITY OF WINNIPEG ,)

On this day of October 1980, before me personally appeared and , to me personally known, who, being by me duly sworn, says that they are the and respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
 COUNTY OF NEW YORK,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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.

Notary Public

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO,)
) ss.:
 CITY OF TORONTO,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of HAWKER SIDDELEY CANADA 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.

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A
to
Amendment Agreement

SCHEDULE I
TO
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
7/1/81	\$ 6,772.99	\$993,227.01
1/1/82	7,213.24	986,013.77
7/1/82	7,682.10	978,331.67
1/1/83	8,181.44	970,150.24
7/1/83	8,713.23	961,437.01
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7/1/84	9,882.76	942,274.66
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7/1/85	11,209.28	920,540.24
1/1/86	11,937.88	908,602.36
7/1/86	12,713.84	895,888.52
1/1/87	13,540.24	882,348.28
7/1/87	14,420.36	867,927.92
1/1/88	15,357.68	852,570.25
7/1/88	16,355.93	836,214.32
1/1/89	17,419.06	818,795.25
7/1/89	18,551.30	800,243.95
1/1/90	19,757.14	780,486.81
7/1/90	21,041.35	759,445.46
1/1/91	22,409.04	737,036.42
7/1/91	23,865.63	713,170.80
1/1/92	16,311.57	696,859.23
7/1/92	26,477.14	670,382.09
1/1/93	13,953.52	656,428.56
7/1/93	24,691.94	631,736.62
1/1/94	13,596.16	618,140.46
7/1/94	33,580.08	584,560.39
1/1/95	6,744.79	577,815.60
7/1/95	26,528.53	551,287.07
1/1/96	14,045.10	537,241.97
7/1/96	24,429.88	512,812.09
1/1/97	16,481.57	496,330.52
7/1/97	23,910.38	472,420.14
1/1/98	47,754.39	424,665.75
7/1/98	60,119.21	364,546.53
1/1/99	64,026.96	300,519.57
7/1/99	68,188.71	232,330.86
1/1/00	72,620.98	159,709.88
7/1/00	77,341.34	82,368.53
1/1/01	82,368.53	0.00

\$1,000,000.00

Exhibit B
to
Amendment Agreement

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
Covered hopper car	IO-139 dated 11/19/79, revised 4/21/80; Hawker Siddeley Canada Ltd. General Arrangement Drawing No. A152H87 dated 2/29/80, Rev. B dated 4/7/80	Trenton, Nova Scotia	800	CPWX 604302 through CPWX 605101	Can. \$52,500	Can. \$42,000,000	June-Dec., 1980, F.O.R. at Builder's plant in Trenton, Nova Scotia, or F.O.R. at one of the CNR storage locations specified in the Bailment Agreement, as designated by the Builder

Exhibit C
to
Amendment Agreement

SCHEDULE A TO LEASE

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
Covered hopper cars	800	CPWX 604302 through CPWX 605101

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent,

J. P. MORGAN INTERFUNDING CORP.,
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Investor,

and

HAWKER SIDDELEY CANADA INC.,
Builder

Dated as of October 1, 1980

[Amending Participation Agreement, Conditional
Sale Agreement and Lease of Railroad
Equipment, each dated as of April 1, 1980]

AMENDMENT AGREEMENT dated as of October 1, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and registered in

certain provinces of Canada;

WHEREAS pursuant to the Participation Agreement, the Owner has the option to substitute additional financial institutions to own a portion of the Equipment, and pursuant to such option, the Owner has elected to substitute Mellon National Leasing and Management Corporation ("Mellon") as owner of a portion of the Equipment not yet delivered;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to permit the substitution of Mellon as owner of a portion of the Equipment not yet delivered, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The reference to "\$50,000,000" in the first paragraph of Paragraph 1 is hereby changed to "\$40,000,000".

(b) The reference to "\$37,500,000" in the first paragraph of Paragraph 2 is hereby changed to "\$30,000,000".

(c) The second paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"Such amendments may include, among other things, changes in the interest rate and the schedule of principal payments applicable in respect of the CSA Indebtedness."

(d) The third paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"As soon as practicable after the last Closing Date, the Agent will deliver to the Investor a schedule of payments reflecting the dates and amounts of principal payments to be made in respect of such certificate."

(e) The second paragraph of Paragraph 10 is hereby amended by adding the following sentence at the end thereof:

"The Agent will furnish to the Investor a revised schedule or schedules of payments showing the reduction of the Investor's interest in the installments of the aggregate CSA Indebtedness remaining unpaid."

(f) Clause (iii) of the first sentence of Paragraph 13 is hereby amended and restated in its entirety to read as follows:

"(iii) the fees and expenses of Salomon Brothers and Wood Gundy Incorporated in connection with the arranging of permanent financing (collectively the 'Placement Fees') to replace the interim financing provided by the Investor under this Agreement and under the Participation Agreement dated as of October 1, 1980 (the 'Mellon Agreement'), among the Lessee, the Agent, Mellon National Leasing and Management Corporation, The Connecticut Bank and Trust Company, as trustee, and the Investor, but excluding any Placement Fees exceeding in the aggregate $\frac{3}{8}$ of 1% of the principal amount of such permanent financing (any such excess being hereinafter called the 'Excess Placement Fees')".

(g) The third and fourth sentences of Paragraph 13 are hereby amended and restated in their entirety to read as follows:

"The Owner will also pay or cause to be paid (x) any Excess Placement Fees payable in respect of the arranging of the permanent financing which replaces the interim financing provided by the Investor under this Agreement and (y) a commitment fee (the 'Commitment Fee') to the Investor (computed on the basis of a 360-day year of 12 30-day months) on (A) the average daily unused portion of the Investor's commitment to make deposits hereunder from the date of execution of this Agreement by the Investor to the Cut-Off Date (as defined in the CSA) at the rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on the Cut-Off Date, and (B) the average daily unused portion of the Investor's commitment to make deposits under the Mellon Agreement from the date on which the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement shall have been met or waived to the Cut-Off Date (as defined in the CSA referred to in the Mellon Agreement) at the

rate of 3/8 of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on such Cut-Off Date, but any such payment pursuant to the foregoing clause (x) or (y) will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve the Owner's Net Economic Return (as defined in the Lease) as provided in the Lease. In the event that the aggregate Transaction Expenses exceed .6% of the sum of (A) the total Purchase Price of all the Equipment delivered and accepted under the CSA and (B) the total Purchase Price (as defined in the Mellon Agreement) of all the Equipment (as defined in the Mellon Agreement) delivered and accepted under the CSA referred to in the Mellon Agreement (any such excess being hereinafter called the 'Excess Transaction Expenses'), the Owner will pay or cause to be paid the Excess Transaction Expenses but any such payment will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve Net Economic Return as provided in the Lease."

(h) The reference to "November 15, 1980" in Paragraph 19(b) (as heretofore amended by an amendment dated as of April 1, 1980) is hereby changed to "June 30, 1981", and the words "on any date after September 30, 1980, and" are hereby deleted from such Paragraph.

(i) Exhibit C to the Participation Agreement and any certificates of interest heretofore issued in the form of such Exhibit C are hereby amended by deleting the word "equal" from clause (i) of the first sentence of the second paragraph thereof.

2. The parties to the Conditional Sale Agreement, and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement shall be amended as follows:

(a) Article 4 is hereby amended by adding the following sentences at the end of the third paragraph thereof:

"The installment of principal payable on each Payment Date shall be calculated so that the amount thereof shall be substantially in proportion to the amount of principal set forth in Schedule I hereto for such Payment Date, and the aggregate of such installments of principal will completely amortize the Conditional Sale Indebtedness. The Vendee will furnish or cause to be furnished to the Vendor and

the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amount of principal payable on each Payment Date."

(b) Article 7 is hereby amended by adding the following sentence at the end of the second paragraph thereof:

"The Vendee will promptly furnish or cause to be furnished to the Vendor and the Lessee a revised schedule of payments of principal thereafter to be made, in such number of counterparts as the Vendor may request."

(c) The schedule attached hereto as Exhibit A is hereby added to the Conditional Sale Agreement as Schedule I thereto.

(d) Item 2 of Annex A to the Conditional Sale Agreement is hereby amended by changing the word "eight" in the first sentence thereof to "six".

(e) Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The parties to the Lease agree that it shall be amended as follows:

(a) Clause (a) of the third paragraph of § 3 is hereby amended and restated in its entirety to read as follows:

"(a) the Owner shall be required under Paragraph 13 of the Participation Agreement to pay any Excess Transaction Expenses (as therein defined),"

(b) The third paragraph of § 3 is hereby amended by adding the following proviso at the end thereof:

"; provided, however, that (i) if the Owner shall make any payment referred to in the foregoing clause (a) or (b), the increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required by reason of such payment pursuant

to the foregoing provisions shall be based on the amount of such payment net of any reimbursement to the Owner by Mellon National Leasing and Management Corporation ("Mellon") pursuant to the Participation Agreement dated as of October 1, 1980, among the Lessee, Mercantile-Safe Deposit and Trust Company, as agent, Mellon, The Connecticut Bank and Trust Company, as trustee, and Morgan Guaranty Trust Company of New York; and (ii) if any units of railroad equipment shall be delivered and accepted under the Lease of Railroad Equipment dated as of October 1, 1980 (the 'Other Lease'), between the Lessee and The Connecticut Bank and Trust Company, as trustee, such units shall be deemed to be 'Units' for the purpose of the foregoing clause (c), and any increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required pursuant to such clause (c) will be made on the same basis as if such units had been delivered and accepted as 'Units' under this Lease".

(c) The reference to "\$5,000,000" in the last paragraph of § 3 is hereby changed to "\$4,000,000".

(d) The second proviso in § 6(b) is hereby amended and restated in its entirety to read as follows:

"provided further, however, that if an indemnification payment is made pursuant to this § 6 (other than any payment of or indemnity for Canadian withholding taxes), the Lessee shall be entitled to offsetting tax benefits realized by the Owner which correspond to those described in the second, third and fourth sentences of § 15(c)".

(e) The reference to "April 30" in the first sentence of § 8 is hereby changed to "May 31".

(f) Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to

refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease.

6. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

7. Without limiting the provisions of the Trust Agreement, the Owner agrees to pay or cause to be paid all of the costs and expenses incurred by the Lessee (other than costs (including counsel fees) incurred by the Lessee which are incidental to its review of documents), the Trustee and the Agent in connection with the preparation, execution, delivery, filing, recording and registration of this Agreement, including the reasonable fees and disbursements of (1) Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, (2) Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor and the Owner, and (3) Messrs. Day, Berry & Howard, counsel for the Trustee. In addition, the Owner agrees to pay or cause to be paid all fees, costs and expenses described as payable by it in Paragraph 13 of the Participation Agreement dated as of October 1, 1980 (the "Mellon Agreement"), among the Lessee, the Agent, Mellon, The Connecticut Bank and Trust Company ("CBT"), as Trustee, and the Investor. Notwithstanding anything herein to the contrary, the Owner agrees to pay CBT the compensation agreed to by the Owner for CBT's services under the Trust Agreement dated as of October 1, 1980, among the Agent, Mellon and CBT and to reimburse CBT for its reasonable expenses thereunder and under the Trust Documents, as defined therein.

8. The amendments herein provided for shall become effective upon the satisfaction or waiver of the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement; provided, however, that the provisions of Paragraph 7 hereof shall be effective immediately upon the execution of this Agreement by the Owner.

9. Unless otherwise agreed between the Builder and the Owner, the Builder agrees that before making any

further deliveries under the Conditional Sale Agreement it will first deliver all the units of railroad equipment required to be delivered under the Conditional Sale Agreement dated as of October 1, 1980, between CBT, as Trustee, and the Builder.

10. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by

by

[Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

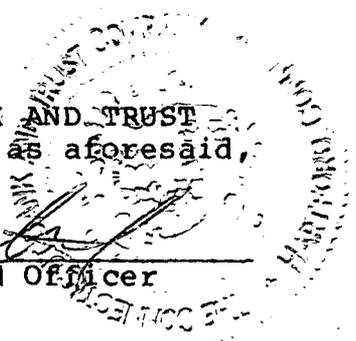
by

[Corporate Seal]

Attest:

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee, as aforesaid,

by [Signature]
Authorized Officer



[Corporate Seal]

Attest: [Signature]
Authorized Officer

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

by _____
Vice President

[Corporate Seal]

Attest: _____
Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by _____
Vice President

[Corporate Seal]

Attest: _____
Secretary

PROVINCE OF MANITOBA,)
) ss.:
 CITY OF WINNIPEG ,)

On this day of October 1980, before me
 personally appeared and , to
 me personally known, who, being by me duly sworn, says that
 they are the and ,
 respectively, of THE CANADIAN WHEAT BOARD, that one of the
 seals affixed to the foregoing instrument is the seal of
 said Board, that said instrument was signed and sealed on
 behalf of said Board by authority of its Board of Directors,
 and they acknowledged that the execution of the foregoing
 instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of October 1980, before me
 personally appeared , to me person-
 ally known, who, being by me duly sworn, says that he is an
 Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST
 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
 COUNTY OF NEW YORK,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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.

Notary Public

[Notarial Seal]

My Commission expires

PROVINCE OF ONTARIO,)
) ss.:
 CITY OF TORONTO,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of HAWKER SIDDELEY CANADA 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.

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A
to
Amendment Agreement

SCHEDULE I
TO
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
7/1/81	\$ 6,772.99	\$993,227.01
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7/1/82	7,682.10	978,331.67
1/1/83	8,181.44	970,150.24
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1/1/88	15,357.68	852,570.25
7/1/88	16,355.93	836,214.32
1/1/89	17,419.06	818,795.25
7/1/89	18,551.30	800,243.95
1/1/90	19,757.14	780,486.81
7/1/90	21,041.35	759,445.46
1/1/91	22,409.04	737,036.42
7/1/91	23,865.63	713,170.80
1/1/92	16,311.57	696,859.23
7/1/92	26,477.14	670,382.09
1/1/93	13,953.52	656,428.56
7/1/93	24,691.94	631,736.62
1/1/94	13,596.16	618,140.46
7/1/94	33,580.08	584,560.39
1/1/95	6,744.79	577,815.60
7/1/95	26,528.53	551,287.07
1/1/96	14,045.10	537,241.97
7/1/96	24,429.88	512,812.09
1/1/97	16,481.57	496,330.52
7/1/97	23,910.38	472,420.14
1/1/98	47,754.39	424,665.75
7/1/98	60,119.21	364,546.53
1/1/99	64,026.96	300,519.57
7/1/99	68,188.71	232,330.86
1/1/00	72,620.98	159,709.88
7/1/00	77,341.34	82,368.53
1/1/01	82,368.53	0.00

\$1,000,000.00

Exhibit B
to
Amendment Agreement

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
Covered hopper car	LO-139 dated 11/19/79, revised 4/21/80; Hawker Siddeley Canada Ltd. General Arrangement Drawing No. A152H87 dated 2/29/80, Rev. B dated 4/7/80	Trenton, Nova Scotia	800	CPWX 604302 through CPWX 605101	Can. \$52,500	Can. \$42,000,000	June-Dec., 1980, F.O.R. at Builder's plant in Trenton, Nova Scotia, or F.O.R. at one of the CNR storage locations specified in the Bailment Agreement, as designated by the Builder

Exhibit C
to
Amendment Agreement

SCHEDULE A TO LEASE

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
Covered hopper cars	800	CPWX 604302 through CPWX 605101

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent,

J. P. MORGAN INTERFUNDING CORP.,
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Investor,

and

HAWKER SIDDELEY CANADA INC.,
Builder

Dated as of October 1, 1980

[Amending Participation Agreement, Conditional
Sale Agreement and Lease of Railroad
Equipment, each dated as of April 1, 1980]

AMENDMENT AGREEMENT dated as of October 1, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and registered in

certain provinces of Canada;

WHEREAS pursuant to the Participation Agreement, the Owner has the option to substitute additional financial institutions to own a portion of the Equipment, and pursuant to such option, the Owner has elected to substitute Mellon National Leasing and Management Corporation ("Mellon") as owner of a portion of the Equipment not yet delivered;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to permit the substitution of Mellon as owner of a portion of the Equipment not yet delivered, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The reference to "\$50,000,000" in the first paragraph of Paragraph 1 is hereby changed to "\$40,000,000".

(b) The reference to "\$37,500,000" in the first paragraph of Paragraph 2 is hereby changed to "\$30,000,000".

(c) The second paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"Such amendments may include, among other things, changes in the interest rate and the schedule of principal payments applicable in respect of the CSA Indebtedness."

(d) The third paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"As soon as practicable after the last Closing Date, the Agent will deliver to the Investor a schedule of payments reflecting the dates and amounts of principal payments to be made in respect of such certificate."

(e) The second paragraph of Paragraph 10 is hereby amended by adding the following sentence at the end thereof:

"The Agent will furnish to the Investor a revised schedule or schedules of payments showing the reduction of the Investor's interest in the installments of the aggregate CSA Indebtedness remaining unpaid."

(f) Clause (iii) of the first sentence of Paragraph 13 is hereby amended and restated in its entirety to read as follows:

"(iii) the fees and expenses of Salomon Brothers and Wood Gundy Incorporated in connection with the arranging of permanent financing (collectively the 'Placement Fees') to replace the interim financing provided by the Investor under this Agreement and under the Participation Agreement dated as of October 1, 1980 (the 'Mellon Agreement'), among the Lessee, the Agent, Mellon National Leasing and Management Corporation, The Connecticut Bank and Trust Company, as trustee, and the Investor, but excluding any Placement Fees exceeding in the aggregate $\frac{3}{8}$ of 1% of the principal amount of such permanent financing (any such excess being hereinafter called the 'Excess Placement Fees')".

(g) The third and fourth sentences of Paragraph 13 are hereby amended and restated in their entirety to read as follows:

"The Owner will also pay or cause to be paid (x) any Excess Placement Fees payable in respect of the arranging of the permanent financing which replaces the interim financing provided by the Investor under this Agreement and (y) a commitment fee (the 'Commitment Fee') to the Investor (computed on the basis of a 360-day year of 12 30-day months) on (A) the average daily unused portion of the Investor's commitment to make deposits hereunder from the date of execution of this Agreement by the Investor to the Cut-Off Date (as defined in the CSA) at the rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on the Cut-Off Date, and (B) the average daily unused portion of the Investor's commitment to make deposits under the Mellon Agreement from the date on which the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement shall have been met or waived to the Cut-Off Date (as defined in the CSA referred to in the Mellon Agreement) at the

rate of 3/8 of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on such Cut-Off Date, but any such payment pursuant to the foregoing clause (x) or (y) will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve the Owner's Net Economic Return (as defined in the Lease) as provided in the Lease. In the event that the aggregate Transaction Expenses exceed .6% of the sum of (A) the total Purchase Price of all the Equipment delivered and accepted under the CSA and (B) the total Purchase Price (as defined in the Mellon Agreement) of all the Equipment (as defined in the Mellon Agreement) delivered and accepted under the CSA referred to in the Mellon Agreement (any such excess being hereinafter called the 'Excess Transaction Expenses'), the Owner will pay or cause to be paid the Excess Transaction Expenses but any such payment will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve Net Economic Return as provided in the Lease."

(h) The reference to "November 15, 1980" in Paragraph 19(b) (as heretofore amended by an amendment dated as of April 1, 1980) is hereby changed to "June 30, 1981", and the words "on any date after September 30, 1980, and" are hereby deleted from such Paragraph.

(i) Exhibit C to the Participation Agreement and any certificates of interest heretofore issued in the form of such Exhibit C are hereby amended by deleting the word "equal" from clause (i) of the first sentence of the second paragraph thereof.

2. The parties to the Conditional Sale Agreement, and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement shall be amended as follows:

(a) Article 4 is hereby amended by adding the following sentences at the end of the third paragraph thereof:

"The installment of principal payable on each Payment Date shall be calculated so that the amount thereof shall be substantially in proportion to the amount of principal set forth in Schedule I hereto for such Payment Date, and the aggregate of such installments of principal will completely amortize the Conditional Sale Indebtedness. The Vendee will furnish or cause to be furnished to the Vendor and

the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amount of principal payable on each Payment Date."

(b) Article 7 is hereby amended by adding the following sentence at the end of the second paragraph thereof:

"The Vendee will promptly furnish or cause to be furnished to the Vendor and the Lessee a revised schedule of payments of principal thereafter to be made, in such number of counterparts as the Vendor may request."

(c) The schedule attached hereto as Exhibit A is hereby added to the Conditional Sale Agreement as Schedule I thereto.

(d) Item 2 of Annex A to the Conditional Sale Agreement is hereby amended by changing the word "eight" in the first sentence thereof to "six".

(e) Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The parties to the Lease agree that it shall be amended as follows:

(a) Clause (a) of the third paragraph of § 3 is hereby amended and restated in its entirety to read as follows:

"(a) the Owner shall be required under Paragraph 13 of the Participation Agreement to pay any Excess Transaction Expenses (as therein defined),"

(b) The third paragraph of § 3 is hereby amended by adding the following proviso at the end thereof:

"; provided, however, that (i) if the Owner shall make any payment referred to in the foregoing clause (a) or (b), the increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required by reason of such payment pursuant

to the foregoing provisions shall be based on the amount of such payment net of any reimbursement to the Owner by Mellon National Leasing and Management Corporation ("Mellon") pursuant to the Participation Agreement dated as of October 1, 1980, among the Lessee, Mercantile-Safe Deposit and Trust Company, as agent, Mellon, The Connecticut Bank and Trust Company, as trustee, and Morgan Guaranty Trust Company of New York; and (ii) if any units of railroad equipment shall be delivered and accepted under the Lease of Railroad Equipment dated as of October 1, 1980 (the 'Other Lease'), between the Lessee and The Connecticut Bank and Trust Company, as trustee, such units shall be deemed to be 'Units' for the purpose of the foregoing clause (c), and any increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required pursuant to such clause (c) will be made on the same basis as if such units had been delivered and accepted as 'Units' under this Lease".

(c) The reference to "\$5,000,000" in the last paragraph of § 3 is hereby changed to "\$4,000,000".

(d) The second proviso in § 6(b) is hereby amended and restated in its entirety to read as follows:

"provided further, however, that if an indemnification payment is made pursuant to this § 6 (other than any payment of or indemnity for Canadian withholding taxes), the Lessee shall be entitled to offsetting tax benefits realized by the Owner which correspond to those described in the second, third and fourth sentences of § 15(c)".

(e) The reference to "April 30" in the first sentence of § 8 is hereby changed to "May 31".

(f) Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to

refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease.

6. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

7. Without limiting the provisions of the Trust Agreement, the Owner agrees to pay or cause to be paid all of the costs and expenses incurred by the Lessee (other than costs (including counsel fees) incurred by the Lessee which are incidental to its review of documents), the Trustee and the Agent in connection with the preparation, execution, delivery, filing, recording and registration of this Agreement, including the reasonable fees and disbursements of (1) Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, (2) Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor and the Owner, and (3) Messrs. Day, Berry & Howard, counsel for the Trustee. In addition, the Owner agrees to pay or cause to be paid all fees, costs and expenses described as payable by it in Paragraph 13 of the Participation Agreement dated as of October 1, 1980 (the "Mellon Agreement"), among the Lessee, the Agent, Mellon, The Connecticut Bank and Trust Company ("CBT"), as Trustee, and the Investor. Notwithstanding anything herein to the contrary, the Owner agrees to pay CBT the compensation agreed to by the Owner for CBT's services under the Trust Agreement dated as of October 1, 1980, among the Agent, Mellon and CBT and to reimburse CBT for its reasonable expenses thereunder and under the Trust Documents, as defined therein.

8. The amendments herein provided for shall become effective upon the satisfaction or waiver of the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement; provided, however, that the provisions of Paragraph 7 hereof shall be effective immediately upon the execution of this Agreement by the Owner.

9. Unless otherwise agreed between the Builder and the Owner, the Builder agrees that before making any

further deliveries under the Conditional Sale Agreement it will first deliver all the units of railroad equipment required to be delivered under the Conditional Sale Agreement dated as of October 1, 1980, between CBT, as Trustee, and the Builder.

10. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart so long as all counterparts shall be executed by the Agent and the other parties hereto shall each sign such a counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada,

by

by

[Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

J. P. MORGAN INTERFUNDING CORP.,

by

[Corporate Seal]

Attest:

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

by

by H. G. Ny
Secretary Vice President

[Corporate Seal]

Attest:

Margaret M. Morgan
Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by

Vice President

[Corporate Seal]

Attest:

Secretary

PROVINCE OF MANITOBA,)
) ss.:
 CITY OF WINNIPEG ,)

On this day of October 1980, before me
 personally appeared and , to
 me personally known, who, being by me duly sworn, says that
 they are the and ,
 respectively, of THE CANADIAN WHEAT BOARD, that one of the
 seals affixed to the foregoing instrument is the seal of
 said Board, that said instrument was signed and sealed on
 behalf of said Board by authority of its Board of Directors,
 and they acknowledged that the execution of the foregoing
 instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of October 1980, before me
 personally appeared , to me person-
 ally known, who, being by me duly sworn, says that he is an
 Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST
 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
 COUNTY OF NEW YORK,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of J. P. MORGAN INTERFUNDING CORP., 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST 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.

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A
to
Amendment Agreement

SCHEDULE I
TO
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
7/1/81	\$ 6,772.99	\$993,227.01
1/1/82	7,213.24	986,013.77
7/1/82	7,682.10	978,331.67
1/1/83	8,181.44	970,150.24
7/1/83	8,713.23	961,437.01
1/1/84	9,279.59	952,157.42
7/1/84	9,882.76	942,274.66
1/1/85	10,525.14	931,749.52
7/1/85	11,209.28	920,540.24
1/1/86	11,937.88	908,602.36
7/1/86	12,713.84	895,888.52
1/1/87	13,540.24	882,348.28
7/1/87	14,420.36	867,927.92
1/1/88	15,357.68	852,570.25
7/1/88	16,355.93	836,214.32
1/1/89	17,419.06	818,795.25
7/1/89	18,551.30	800,243.95
1/1/90	19,757.14	780,486.81
7/1/90	21,041.35	759,445.46
1/1/91	22,409.04	737,036.42
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7/1/92	26,477.14	670,382.09
1/1/93	13,953.52	656,428.56
7/1/93	24,691.94	631,736.62
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1/1/97	16,481.57	496,330.52
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1/1/98	47,754.39	424,665.75
7/1/98	60,119.21	364,546.53
1/1/99	64,026.96	300,519.57
7/1/99	68,188.71	232,330.86
1/1/00	72,620.98	159,709.88
7/1/00	77,341.34	82,368.53
1/1/01	82,368.53	0.00

\$1,000,000.00

Exhibit B
to
Amendment Agreement

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
Covered hopper car	LO-139 dated 11/19/79, revised 4/21/80; Hawker Siddeley Canada Ltd. General Arrangement Drawing No. A152H87 dated 2/29/80, Rev. B dated 4/7/80	Trenton, Nova Scotia	800	CPWX 604302 through CPWX 605101	Can. \$52,500	Can. \$42,000,000	June-Dec., 1980, F.O.R. at Builder's plant in Trenton, Nova Scotia, or F.O.R. at one of the CNR storage locations specified in the Bailment Agreement, as designated by the Builder

Exhibit C
to
Amendment Agreement

SCHEDULE A TO LEASE

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
Covered hopper cars	800	CPWX 604302 through CPWX 605101

AMENDMENT AGREEMENT

Among

THE CANADIAN WHEAT BOARD,
Lessee,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent,

J. P. MORGAN INTERFUNDING CORP.,
Owner,

THE CONNECTICUT BANK AND TRUST COMPANY,
Trustee,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Investor,

and

HAWKER SIDDELEY CANADA INC.,
Builder

Dated as of October 1, 1980

[Amending Participation Agreement, Conditional
Sale Agreement and Lease of Railroad
Equipment, each dated as of April 1, 1980]

AMENDMENT AGREEMENT dated as of October 1, 1980, among THE CANADIAN WHEAT BOARD, a body corporate acting as agent of Her Majesty in right of Canada (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent"), J. P. MORGAN INTERFUNDING CORP. (the "Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not individually but solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1980, with the Agent and the Owner (the "Trust Agreement"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (the "Investor"), and HAWKER SIDDELEY CANADA INC. (the "Builder").

WHEREAS the parties hereto (other than the Builder) have entered into a Participation Agreement dated as of April 1, 1980 (the "Participation Agreement"), providing for the leveraged lease financing of certain railroad equipment (the "Equipment");

WHEREAS the Trustee and the Builder (under its former name, Hawker Siddeley Canada Ltd.) have entered into a Conditional Sale Agreement dated as of April 1, 1980 (the "Conditional Sale Agreement"), providing for the purchase by the Trustee from the Builder of the Equipment and the retention of the property and a security interest in the Equipment until the Trustee fulfills its obligations thereunder;

WHEREAS the Builder (under its former name, Hawker Siddeley Canada Ltd.) and the Agent have entered into an Agreement and Assignment dated as of April 1, 1980 (the "Assignment"), providing for the assignment of the security interest of the Builder and the property in the Equipment to the Agent, acting on behalf of the Investor;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of April 1, 1980 (the "Lease"), covering the Equipment;

WHEREAS the Conditional Sale Agreement, the Assignment and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 10, 1980, at 12:15 p.m. and were assigned recordation numbers 11886, 11886-A, and 11886-B, respectively, and were filed and registered in

certain provinces of Canada;

WHEREAS pursuant to the Participation Agreement, the Owner has the option to substitute additional financial institutions to own a portion of the Equipment, and pursuant to such option, the Owner has elected to substitute Mellon National Leasing and Management Corporation ("Mellon") as owner of a portion of the Equipment not yet delivered;

WHEREAS the parties hereto desire to amend the Participation Agreement, the Conditional Sale Agreement, the Lease and the Assignment in order to permit the substitution of Mellon as owner of a portion of the Equipment not yet delivered, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The parties to the Participation Agreement agree that it shall be amended as follows:

(a) The reference to "\$50,000,000" in the first paragraph of Paragraph 1 is hereby changed to "\$40,000,000".

(b) The reference to "\$37,500,000" in the first paragraph of Paragraph 2 is hereby changed to "\$30,000,000".

(c) The second paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"Such amendments may include, among other things, changes in the interest rate and the schedule of principal payments applicable in respect of the CSA Indebtedness."

(d) The third paragraph of Paragraph 2 is hereby amended by adding the following sentence at the end thereof:

"As soon as practicable after the last Closing Date, the Agent will deliver to the Investor a schedule of payments reflecting the dates and amounts of principal payments to be made in respect of such certificate."

(e) The second paragraph of Paragraph 10 is hereby amended by adding the following sentence at the end thereof:

"The Agent will furnish to the Investor a revised schedule or schedules of payments showing the reduction of the Investor's interest in the installments of the aggregate CSA Indebtedness remaining unpaid."

(f) Clause (iii) of the first sentence of Paragraph 13 is hereby amended and restated in its entirety to read as follows:

"(iii) the fees and expenses of Salomon Brothers and Wood Gundy Incorporated in connection with the arranging of permanent financing (collectively the 'Placement Fees') to replace the interim financing provided by the Investor under this Agreement and under the Participation Agreement dated as of October 1, 1980 (the 'Mellon Agreement'), among the Lessee, the Agent, Mellon National Leasing and Management Corporation, The Connecticut Bank and Trust Company, as trustee, and the Investor, but excluding any Placement Fees exceeding in the aggregate $\frac{3}{8}$ of 1% of the principal amount of such permanent financing (any such excess being hereinafter called the 'Excess Placement Fees')".

(g) The third and fourth sentences of Paragraph 13 are hereby amended and restated in their entirety to read as follows:

"The Owner will also pay or cause to be paid (x) any Excess Placement Fees payable in respect of the arranging of the permanent financing which replaces the interim financing provided by the Investor under this Agreement and (y) a commitment fee (the 'Commitment Fee') to the Investor (computed on the basis of a 360-day year of 12 30-day months) on (A) the average daily unused portion of the Investor's commitment to make deposits hereunder from the date of execution of this Agreement by the Investor to the Cut-Off Date (as defined in the CSA) at the rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on the Cut-Off Date, and (B) the average daily unused portion of the Investor's commitment to make deposits under the Mellon Agreement from the date on which the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement shall have been met or waived to the Cut-Off Date (as defined in the CSA referred to in the Mellon Agreement) at the

rate of $\frac{3}{8}$ of 1% per annum (computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be), payable on such Cut-Off Date, but any such payment pursuant to the foregoing clause (x) or (y) will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve the Owner's Net Economic Return (as defined in the Lease) as provided in the Lease. In the event that the aggregate Transaction Expenses exceed .6% of the sum of (A) the total Purchase Price of all the Equipment delivered and accepted under the CSA and (B) the total Purchase Price (as defined in the Mellon Agreement) of all the Equipment (as defined in the Mellon Agreement) delivered and accepted under the CSA referred to in the Mellon Agreement (any such excess being hereinafter called the 'Excess Transaction Expenses'), the Owner will pay or cause to be paid the Excess Transaction Expenses but any such payment will (to the extent not reimbursed by Mellon pursuant to the Mellon Agreement) result in an adjustment of the rentals payable by the Lessee under the Lease to preserve Net Economic Return as provided in the Lease."

(h) The reference to "November 15, 1980" in Paragraph 19(b) (as heretofore amended by an amendment dated as of April 1, 1980) is hereby changed to "June 30, 1981", and the words "on any date after September 30, 1980, and" are hereby deleted from such Paragraph.

(i) Exhibit C to the Participation Agreement and any certificates of interest heretofore issued in the form of such Exhibit C are hereby amended by deleting the word "equal" from clause (i) of the first sentence of the second paragraph thereof.

2. The parties to the Conditional Sale Agreement, and the Agent, as assignee of the Builder, agree that the Conditional Sale Agreement shall be amended as follows:

(a) Article 4 is hereby amended by adding the following sentences at the end of the third paragraph thereof:

"The installment of principal payable on each Payment Date shall be calculated so that the amount thereof shall be substantially in proportion to the amount of principal set forth in Schedule I hereto for such Payment Date, and the aggregate of such installments of principal will completely amortize the Conditional Sale Indebtedness. The Vendee will furnish or cause to be furnished to the Vendor and

the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amount of principal payable on each Payment Date."

(b) Article 7 is hereby amended by adding the following sentence at the end of the second paragraph thereof:

"The Vendee will promptly furnish or cause to be furnished to the Vendor and the Lessee a revised schedule of payments of principal thereafter to be made, in such number of counterparts as the Vendor may request."

(c) The schedule attached hereto as Exhibit A is hereby added to the Conditional Sale Agreement as Schedule I thereto.

(d) Item 2 of Annex A to the Conditional Sale Agreement is hereby amended by changing the word "eight" in the first sentence thereof to "six".

(e) Annex B to the Conditional Sale Agreement is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The parties to the Lease agree that it shall be amended as follows:

(a) Clause (a) of the third paragraph of § 3 is hereby amended and restated in its entirety to read as follows:

"(a) the Owner shall be required under Paragraph 13 of the Participation Agreement to pay any Excess Transaction Expenses (as therein defined),"

(b) The third paragraph of § 3 is hereby amended by adding the following proviso at the end thereof:

"; provided, however, that (i) if the Owner shall make any payment referred to in the foregoing clause (a) or (b), the increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required by reason of such payment pursuant

to the foregoing provisions shall be based on the amount of such payment net of any reimbursement to the Owner by Mellon National Leasing and Management Corporation ("Mellon") pursuant to the Participation Agreement dated as of October 1, 1980, among the Lessee, Mercantile-Safe Deposit and Trust Company, as agent, Mellon, The Connecticut Bank and Trust Company, as trustee, and Morgan Guaranty Trust Company of New York; and (ii) if any units of railroad equipment shall be delivered and accepted under the Lease of Railroad Equipment dated as of October 1, 1980 (the 'Other Lease'), between the Lessee and The Connecticut Bank and Trust Company, as trustee, such units shall be deemed to be 'Units' for the purpose of the foregoing clause (c), and any increase in the rentals payable hereunder and the Casualty Values and Termination Values set forth in Schedules B and C hereto required pursuant to such clause (c) will be made on the same basis as if such units had been delivered and accepted as 'Units' under this Lease".

(c) The reference to "\$5,000,000" in the last paragraph of § 3 is hereby changed to "\$4,000,000".

(d) The second proviso in § 6(b) is hereby amended and restated in its entirety to read as follows:

"provided further, however, that if an indemnification payment is made pursuant to this § 6 (other than any payment of or indemnity for Canadian withholding taxes), the Lessee shall be entitled to offsetting tax benefits realized by the Owner which correspond to those described in the second, third and fourth sentences of § 15(c)".

(e) The reference to "April 30" in the first sentence of § 8 is hereby changed to "May 31".

(f) Schedule A to the Lease is hereby amended and restated in its entirety as shown in Exhibit C hereto.

4. The terms "Participation Agreement", "Conditional Sale Agreement" and "Lease", as used in the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement, shall be deemed to

refer to the Participation Agreement, the Conditional Sale Agreement and the Lease, respectively, as amended by this Agreement.

5. The Lessee will promptly cause this Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement and § 16 of the Lease.

6. Except as amended hereby, the Participation Agreement, the Conditional Sale Agreement, the Lease, the Assignment and the Trust Agreement shall remain in full force and effect.

7. Without limiting the provisions of the Trust Agreement, the Owner agrees to pay or cause to be paid all of the costs and expenses incurred by the Lessee (other than costs (including counsel fees) incurred by the Lessee which are incidental to its review of documents), the Trustee and the Agent in connection with the preparation, execution, delivery, filing, recording and registration of this Agreement, including the reasonable fees and disbursements of (1) Messrs. Cravath, Swaine & Moore, special counsel for the Agent and the Investor, (2) Messrs. Tory, Tory, DesLauriers & Binnington, special Canadian counsel for the Agent, the Investor and the Owner, and (3) Messrs. Day, Berry & Howard, counsel for the Trustee. In addition, the Owner agrees to pay or cause to be paid all fees, costs and expenses described as payable by it in Paragraph 13 of the Participation Agreement dated as of October 1, 1980 (the "Mellon Agreement"), among the Lessee, the Agent, Mellon, The Connecticut Bank and Trust Company ("CBT"), as Trustee, and the Investor. Notwithstanding anything herein to the contrary, the Owner agrees to pay CBT the compensation agreed to by the Owner for CBT's services under the Trust Agreement dated as of October 1, 1980, among the Agent, Mellon and CBT and to reimburse CBT for its reasonable expenses thereunder and under the Trust Documents, as defined therein.

8. The amendments herein provided for shall become effective upon the satisfaction or waiver of the conditions contained in Paragraphs 7 and 8 of the Mellon Agreement; provided, however, that the provisions of Paragraph 7 hereof shall be effective immediately upon the execution of this Agreement by the Owner.

9. Unless otherwise agreed between the Builder and the Owner, the Builder agrees that before making any

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

by

Vice President

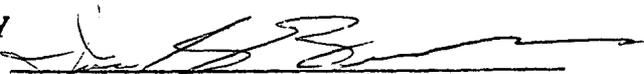
[Corporate Seal]

Attest:

Assistant Secretary

HAWKER SIDDELEY CANADA INC.,

by



Vice President

[Corporate Seal]

Attest:



Secretary

PROVINCE OF MANITOBA,)
) ss.:
 CITY OF WINNIPEG ,)

On this day of October 1980, before me personally appeared and , to me personally known, who, being by me duly sworn, says that they are the and , respectively, of THE CANADIAN WHEAT BOARD, that one of the seals affixed to the foregoing instrument is the seal of said Board, that said instrument was signed and sealed on behalf of said Board by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of October 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Notary Public

[Notarial Seal]

My Commission expires

Exhibit A
to
Amendment Agreement

SCHEDULE I
TO
CONDITIONAL SALE AGREEMENT

Allocation Schedule of Each
\$1,000,000 of Conditional Sale Indebtedness

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Ending Principal</u>
7/1/81	\$ 6,772.99	\$993,227.01
1/1/82	7,213.24	986,013.77
7/1/82	7,682.10	978,331.67
1/1/83	8,181.44	970,150.24
7/1/83	8,713.23	961,437.01
1/1/84	9,279.59	952,157.42
7/1/84	9,882.76	942,274.66
1/1/85	10,525.14	931,749.52
7/1/85	11,209.28	920,540.24
1/1/86	11,937.88	908,602.36
7/1/86	12,713.84	895,888.52
1/1/87	13,540.24	882,348.28
7/1/87	14,420.36	867,927.92
1/1/88	15,357.68	852,570.25
7/1/88	16,355.93	836,214.32
1/1/89	17,419.06	818,795.25
7/1/89	18,551.30	800,243.95
1/1/90	19,757.14	780,486.81
7/1/90	21,041.35	759,445.46
1/1/91	22,409.04	737,036.42
7/1/91	23,865.63	713,170.80
1/1/92	16,311.57	696,859.23
7/1/92	26,477.14	670,382.09
1/1/93	13,953.52	656,428.56
7/1/93	24,691.94	631,736.62
1/1/94	13,596.16	618,140.46
7/1/94	33,580.08	584,560.39
1/1/95	6,744.79	577,815.60
7/1/95	26,528.53	551,287.07
1/1/96	14,045.10	537,241.97
7/1/96	24,429.88	512,812.09
1/1/97	16,481.57	496,330.52
7/1/97	23,910.38	472,420.14
1/1/98	47,754.39	424,665.75
7/1/98	60,119.21	364,546.53
1/1/99	64,026.96	300,519.57
7/1/99	68,188.71	232,330.86
1/1/00	72,620.98	159,709.88
7/1/00	77,341.34	82,368.53
1/1/01	82,368.53	0.00

\$1,000,000.00

Exhibit B
to
Amendment Agreement

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
Covered hopper car	LO-139 dated 11/19/79, revised 4/21/80; Hawker Siddeley Canada Ltd. General Arrangement Drawing No. A152H87 dated 2/29/80, Rev. B dated 4/7/80	Trenton, Nova Scotia	800	CPWX 604302 through CPWX 605101	Can. \$52,500	Can. \$42,000,000	June-Dec., 1980, F.O.R. at Builder's plant in Trenton, Nova Scotia, or F.O.R. at one of the CNR storage locations specified in the Bailment Agreement, as designated by the Builder

Exhibit C
to
Amendment Agreement

SCHEDULE A TO LEASE

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
Covered hopper cars	800	CPWX 604302 through CPWX 605101