

proceedings with respect thereto filed with the Court being hereinafter called the "Reorganization Proceedings"), the Guarantor has become duly qualified as Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and pursuant to the Reorganization Proceedings, the Guarantor is the successor to the Railroad; and

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

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

1. By deleting Schedule A-1 attached to the Conditional Sale Agreement as amended by the First Amendment thereto and substituting therefor Schedule A-1 attached to this Second Amendment.

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

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

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

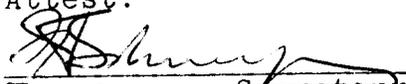
This Second Amendment is dated as of February 1, 1980 for convenience of identification but is delivered by the parties hereto and becomes effective on the date of filing with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. 11303 (formerly Section 20c of the Interstate Commerce Act).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

(Corporate Seal)

THE FIRST NATIONAL BANK OF
CHICAGO

Attest:


Trust Officer ~~Secretary~~

By

Its



Vice President

(Corporate Seal)

TRUST COMPANY FOR USL, INC., as
Trustee under M.R. Trust No. 11

Attest:

[Signature]
Secretary

By *Kesa Wakeman*
Its Vice President

(Corporate Seal)

UNITED STATES LEASING
INTERNATIONAL, INC., as Agent
for the Trustee

Attest:

[Signature]
Assistant Secretary

By *Kesa Wakeman*
Its Asst. Vice President

RICHARD B. OGILVIE, TRUSTEE OF
THE PROPERTY OF THE CHICAGO,
MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY,
DEBTOR

[Signature]

Attest:

B. Budnowski
SECRETARY

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

On this 24th day of March, 1980, before me personally appeared Des Wickman, to me personally known, who being by me duly sworn, says that he is an Asst Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Walter J. Michael
Notary Public

My Commission Expires: December 13, 1983



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of May, 1980, before me personally appeared A. R. Menard, to me personally know, who, being by me duly sworn, says that he is a VICE PRESIDENT of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

A. R. Menard
Notary Public

My Commission Expires: SEP 17, 1983

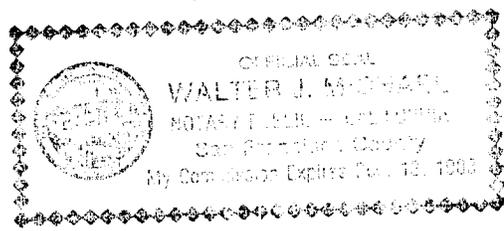
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 24th day of March, 1980, before me personally appeared Dez Wickman, to me personally known, who being by me duly sworn, says that he is a Vice President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Walter J. Michael
Notary Public

My Commission Expires: December 13, 1983



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 1st day of May, 1980, before me personally appeared RICHARD B. OGILVIE, to me personally known, who being by me duly sworn, says that he is Trustee of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, and the foregoing instrument was signed by him not individually, but solely as Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, and he acknowledged that he executed the same as his free act and deed.

[NOTARIAL SEAL]

James H. Easton
Notary Public

My Commission Expires: July 24, 1982

SCHEDULE A-1
(to Conditional Sale Agreement)

MANUFACTURER: GUNDERSON, INC.

PLANT OF MANUFACTURER: Portland, Oregon

DESCRIPTION OF EQUIPMENT: 200 60-foot 100-ton single sheath box cars bearing road numbers 4253-4291, both inclusive; 4333; 4335; 4339; 4343 to 4345, both inclusive; 4350; 6100; 6101; 6103; 6105-6107, both inclusive; 6110-6114, both inclusive; 6116-6121, both inclusive; 6123; 6124; 6127; 6129-6137, both inclusive; 6139-6151, both inclusive; 6155; 6157-6160, both inclusive; 6162-6166, both inclusive; 6168-6175, both inclusive; 6177-6180, both inclusive; 6182-6186, both inclusive; 6188-6203, both inclusive; 6207; 6210; 6211; 6213-6217, both inclusive; 6219; 6222-6228, both inclusive; 6230, 6232-6237, both inclusive; 6239-6244, both inclusive; 6246; 6247; 6249-6252, both inclusive; 6255-6259, both inclusive; 6261; 6263; 6264; 6266; 6267; 6271; 6273; 6275-6280, both inclusive; 6282-6284, both inclusive; 6286; 6287; 6289-6299, both inclusive.

BASE PRICE: \$4,335,196.00 (i.e., \$21,675.98 per Item)

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

ESTIMATED DELIVERY DATES: November - December, 1971

FIXED RENTAL PAYMENTS: Thirty rental payments, in advance, at \$1,153.27 each per Item of Equipment (total each payment of \$230,654.00 for 200 Items).

Lessee:

Chicago, Milwaukee, St. Paul
and Pacific Railroad Company

Trustor:

First Wisconsin National Bank
of Milwaukee

Assignee of Manufacturer:

The First National Bank of
Chicago

Interstate Commerce Commission
Washington, D.C.

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Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and six counterparts of a Second Amendment to Conditional Sale Agreement dated as of February 1, 1980 which amends, among other things, a Conditional Sale Agreement dated as of July 1, 1971.

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

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

The names and addresses of the parties are:

Trustee under Second Amendment to
Conditional Sale Agreement:

Trust Company for USL, Inc.,
633 Battery Street
San Francisco, California 94111

Agent under Second Amendment to
Conditional Sale Agreement:

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

Guarantor under Second Amendment
to Conditional Sale Agreement:

Richard B. Ogilvie, Trustee of the
Property of Chicago, Milwaukee, St.
Paul and Pacific Railroad Company
516 West Jackson Blvd.
Chicago, Illinois 60606

Assignee under Second Amendment to
Conditional Sale Agreement:

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

The undersigned is the Guarantor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and five copies of the Second Amendment to Conditional Sale Agreement to Kenneth G. Goldin, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

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

Very truly yours,

RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY
OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

Richard B. Ogilvie

Enclosures

Ken Goldin K.G. Goldin

REC'D
JUN 10 1980
FEE COLLECTION

SCHEDULE A

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