

Interstate Commerce Commission
Washington, D.C.

6343-C
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C

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 Fourth Amendment to Equipment Lease dated as of July 1, 1971.

The original Equipment Lease was filed with the Interstate Commerce Commission on October 8, 1971, and assigned Recordation No. 6343.

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

The names and addresses of the parties are:

Lessee under Fourth Amendment to Equipment Lease: Richard B. Ogilvie, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company
516 West Jackson Blvd.
Chicago, Illinois 60606

Lessor under Fourth Amendment to Equipment Lease: Trust Company for USL, Inc., as Trustee
633 Battery Street
San Francisco, California 94111

Agent under Fourth Amendment to Equipment Lease: United States Leasing International, Inc.
633 Battery Street
San Francisco, California 94111

0
No. 158028
Date JUN 6 1980
Fee \$ 10.00
ICC Washington, D.C.

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

Please return the original and five copies of the Fourth Amendment to Equipment Lease 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

FEE OPERATION SR.
I.C.C.
JUN 6 10 55 AM '80

Enclosures

Robert G. Goldin *C. T. Kappler*

SCHEDULE A

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 \$230,554.00 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

6343-C

FOURTH AMENDMENT TO EQUIPMENT LEASE

THIS FOURTH AMENDMENT TO EQUIPMENT LEASE dated as of February 1, 1980 (the or this "Fourth Amendment") among TRUST COMPANY FOR USL, INC. not in its individual capacity but solely as Trustee under a Trust Agreement dated as of July 1, 1971 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for Lessor (the "Agent") and RICHARD B. OGILVIE, Trustee of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, a Wisconsin corporation (said Richard B. Ogilvie, Trustee as aforesaid, being herein called the "Lessee" and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company being herein called the "Railroad");

W I T N E S S E T H:

WHEREAS, the Lessor, the Railroad and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of July 1, 1971 (the "Lease") providing for the lease thereunder by the Lessor to the Railroad of certain railroad equipment more fully described in the Schedules attached to said lease; and

WHEREAS, said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on October 8, 1971 and has been assigned Recordation No. 6343; and

WHEREAS, a First Amendment to Equipment Lease dated as of July 1, 1971 was executed by the Lessor, the Railroad and the Agent but not recorded with the Interstate Commerce Commission; and

WHEREAS, a Second Amendment to Equipment Lease dated as of January 15, 1972 was executed by the Lessor, the Railroad and the Agent and recorded with the Interstate Commerce Commission on February 11, 1972 and given Recordation No. 6343-A; and

WHEREAS, a Third Amendment to Equipment Lease dated as of April 1, 1976 was executed by the Lessor, the Railroad and the Agent and recorded with the Interstate Commerce Commission on February 11, 1977 and given Recordation No. 6343-B; and

WHEREAS, on December 19, 1977, the Railroad filed a Petition for Reorganization under Section 77 of the Federal Bankruptcy Act in the United States District Court for the Northern District of Illinois, Eastern Division (the "Court"), such Petition was duly approved as properly filed by an order signed on December 20, 1977 by the Court (said Petition and any and all other proceedings with respect thereto filed with the Court being hereinafter called the "Reorganization Proceedings"), the Lessee 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 Lessee is the successor to the Railroad; and

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

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

1. Schedule A-1 to the Lease, as amended, shall be and the same is hereby deleted and Schedule A-1 attached hereto shall be substituted in lieu thereof.

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

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

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

This Fourth 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 Fourth Amendment to be executed as of the day and year first above written.

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

By *Hesa Wakeman*
Its Vice President
Lessor as aforesaid

(Corporate Seal)

Attest:

[Signature]
Secretary

UNITED STATES LEASING
INTERNATIONAL, INC.

By *Aesa Wakeman*
Its Asst. Vice President
Agent as aforesaid

(Corporate Seal)

Attest.

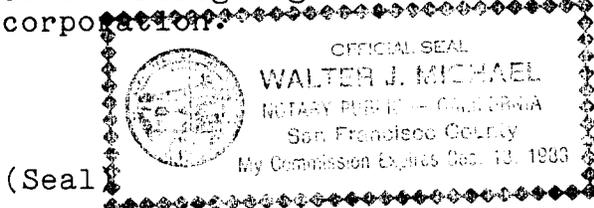
[Signature]
Secretary

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

[Signature]
Lessee as aforesaid

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

On this 24th day of March 1980, before me personally appeared Dess Waken, to me personally known, who being by me duly sworn, says that he is the Vice President of TRUST COMPANY FOR USL, INC., that the seal 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Walter J. Michael
Notary Public

My Commission expires: December 13, 1983

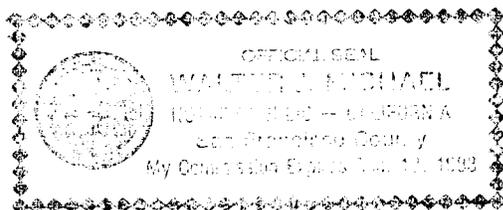
STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

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

(Seal)

Walter J. Michael
Notary Public

My commission expires: December 13, 1983



STATE OF ILLINOIS))
COUNTY OF COOK) SS

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 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.

(Seal)

Joanne H. Easton
Notary Public

My commission expires: July 24, 1982

SCHEDULE A-1
(to Equipment Lease)

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PLANT OF MANUFACTURER: Portland, Oregon

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Chicago