

STEPTOE & JOHNSON

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WASHINGTON, D. C. 20036

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RECORDATION NO. 11498-
AUG 4 1980 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

August 4, 1980

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Room 2215, 12th and Constitution Avenues
Washington, DC 20423

FILED & RECORDED
AUG 4 1980
Date AUG 4 1980
Fee \$ 10.00

Dear Ms. Mergenovich:

ICC Washington, D. C.

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. §11303 are several copies of the following document:

First Amendment Agreement to Lease Agreement dated as of April 15th, 1980, by and between Brae Corporation and Chicago, West Pullman and Southern Railroad Company.

It relates to the railroad equipment marked as follows:

CWP 300 - CWP 549, inclusive.

The names and addresses of the parties to the transactions evidenced by the document described above are:

Lessor: Brae Corporation
3 Embarcadero Center
San Francisco, CA 94111

Lessee: Chicago, West Pullman and
Southern Railroad Company
2728 E. 104th St.
Chicago, IL 60617

It is requested that this document be filed and recorded under the names of the parties as set forth above. In view of the fact that it relates to the Equipment Trust Agreement, previously assigned recordation number 11498, it is additionally requested that it be assigned the next available letter designation (which is believed to be "L") under the primary number.

Please return to the person presenting this letter: (1) your letter acknowledging the filing, (2) a receipt for the \$10.00 filing fee paid by check drawn on this firm, (3) the enclosed copies

E. Harris

C. Anderson

M

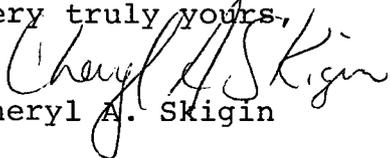
Ms. Mergenovich

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August 4, 1980

of this letter, and (4) any copies of the document not required for recordation -- all stamped to indicate appropriate filing information.

Very truly yours,


Cheryl A. Skigin

Enclosures

AUG 4 1980 10 20 AM

FIRST AMENDMENT AGREEMENT TO LEASE AGREEMENT
DATED AUGUST 14, 1979 BETWEEN BRAE CORPORATION
AND CHICAGO, WEST PULLMAN AND SOUTHERN RAILROAD COMPANY
INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of April 15, 1980 ("Agreement"), by and between BRAE CORPORATION ("BRAE") and CHICAGO, WEST PULLMAN and SOUTHERN RAILROAD COMPANY ("Lessee").

WITNESSETH:

WHEREAS, the parties have entered into a Lease Agreement dated as of August 14, 1979 ("Lease"), pursuant to which BRAE has leased (250) 100-ton gondola cars ("Cars") to Lessee; and

WHEREAS, the parties now desire to amend the Lease as hereinafter set forth;

NOW THEREFORE, in consideration of the premises hereinafter set forth, the parties hereby agree as follows:

1. Section 4E as set forth in Rider No. 2 to the Lease is hereby terminated and amended Section 4E as set forth below is substituted therefor:

"Lessee agrees to appoint BRAE as its agent with respect to performing receivable car hire accounting for the Cars and all other interchanged railcars which the Lessee owns or leases. BRAE agrees to accept such appointment and to keep accurate and timely records of all car hire payments made to Lessee. BRAE agrees to forward to Lessee no later than the last working day of each month during the term hereof, all sums collected by BRAE during such month, together with appropriate accounting information (as detailed in the attached letter of understanding), which sums are earned by cars owned or leased from sources other than BRAE."

2. Section 6B(i) as set forth in Rider No. 3 is hereby deleted.

3. The last sentence of Section 9 of the Lease is hereby amended as follows:

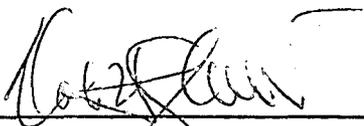
"In the event that any Car is terminated pursuant to Section 6E or 8 hereof, BRAE shall bear the cost of removing Lessee's railroad marks and repainting or stenciling such Car with the markings of BRAE's subsequent lessee."

4. This "First Amendment to the Lease Agreement dated August 14, 1979 between BRAE Corporation and Chicago, West Pullman and Southern Railroad Company" may be terminated with thirty (30) days notice by the Lessee when the monthly gross outbound gondola loadings of the Lessee equals or exceeds two hundred fifty (250) per month for any two consecutive months.

5. Except as amended above, the Lease shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized officers.

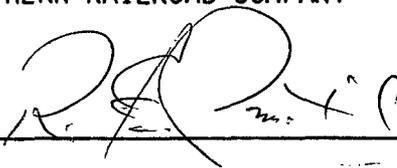
BRAE CORPORATION

By 

Title VICE PRESIDENT

Date 6/2/80

CHICAGO, WEST PULLMAN AND SOUTHERN RAILROAD COMPANY

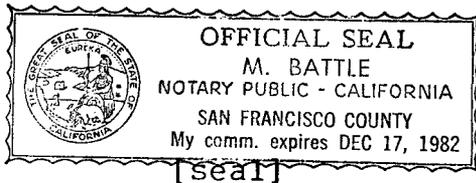
By 

Title President & Gen. Mgr.

Date June 12, 1980

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 2nd day of June, 1980, before me personally appeared DONALD H. GLEASON, to me personally known, who, being by me duly sworn says that he is the VICE PRESIDENT of BRAE Corporation, and that the foregoing Amendment Agreement was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of such instruments were the free acts of such corporation.



[seal]

M. Battle
Notary Public

My Commission Expires: 12/17/82

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 12th day of June, 1980, before me personally appeared R. E. Smith, to me personally known, who, being by me duly sworn says that he is the President & G.M. of Chicago, West Pullman & Southern RR Co. and that the foregoing Amendment Agreement was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of such instruments were the free acts of such corporation.

[seal]

R. E. Smith
Notary Public

My Commission Expires: Oct 7, 1982

LETTER OF UNDERSTANDING

This letter of understanding to be attached to and made part of Lease Agreement dated August 14, 1979 between Brae Corporation and Chicago, West Pullman & Southern Railroad Company.

1. Recap sheet of all car hire summaries (copy of) to be sent CWP&S RR by the 22nd day of the month in which the summaries are taken into account.
2. Copy of all reclaim sheets included with summaries also to be sent by the 22nd day of month in which money is taken into account.
3. CWP&S will furnish to Brae copy of car hire payable sheet prior to the 15th day of month car hire is taken into account.
4. Payable figures (drafts to be honored by CWP&S) will be given CWP&S by phone as soon as available and as close to the 16th of the month as possible, but no later than the 18th.
5. Brae will furnish to CWP&S prior to the end of the month in which car hire is taken into account Reports RAS 351, 420, 423, 430 and 720.
6. Brae will generate two checks on the last day of each month:
 - (a) Revenue sharing portion due CWP&S per Section 6 B(ii).
 - (b) Net amount of car hire, incentive, mileage and all other allowances on CWP cars in service other than those leased from Brae.

Net amount is total monies on all cars except those leased from Brae, less balance of payable amount, after CWP&S has honored all payables for the month being accounted for.

Example: If CWP&S has honored or will honor drafts totaling \$25,000 and the total payable is \$50,000, the difference or \$25,000 will be deducted from the monies allowed on CWP&S cars exclusive of cars leased from Brae.

All monies will be cleared and approved by CWP&S before Brae issues checks.

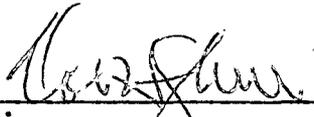
7. Due to a third party having cars under CWP&S reporting marks, if for any reason this third party is not satisfied having Brae collect this money, CWP&S has the right to terminate this arrangement - all receivables will then come back to CWP&S for collection.

Brae agrees to give CWP&S whatever information necessary on a retroactive basis in the event CWP&S must take back the car hire receivables.

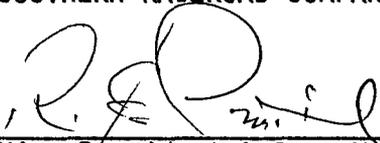
This letter of understanding to be effective June 1, 1980.

BRAE CORPORATION

CHICAGO, WEST PULLMAN &
SOUTHERN RAILROAD COMPANY



Title:
Date 6/2/80



Vice President & Gen. Mgr.
May 12, 1980