

(N)

No. 8-250A083
Date SEP 7 1978 RECORDATION NO. 9334-A Filed & Recorded
Fee \$10.00 SEP 7 1978 3 00 PM
WASHINGTON, D.C. INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and three counterparts of a First Amendment to Equipment Lease dated as of July 1, 1978.

The original Equipment Lease was filed with the Interstate Commerce Commission on April 19, 1978, and assigned Recordation No. 9334.

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:

Lessor under First
Amendment to Equip-
ment Lease:

Swindell-Dressler Leasing Company
c/o Pullman Incorporated
200 South Michigan Avenue
Chicago, Illinois 60604

Lessee under First
Amendment to Equip-
ment Lease:

Swindell-Dressler Energy Supply
Company
c/o Pullman Incorporated
200 South Michigan Avenue
Chicago, Illinois 60604

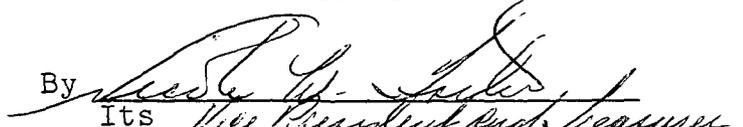
The undersigned is the Lessor under the First Amendment to Equipment Lease and has knowledge of the matters set forth therein.

Please return the original and two copies of the First Amendment to Equipment Lease to Robert C. Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603

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

Very truly yours,

SWINDELL-DRESSLER LEASING COMPANY

By 
Its Vice President and Treasurer

RECEIVED
SEP 7 3 00 PM '78
I.C.C.
OPERATION BR.
Enclosures

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Type of Car</u>	<u>Specification</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Delivery</u>
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper railroad cars	Ortner Freight Car Company No. OCN 1130 10-73 dated October 1, 1973 and supplement #1 dated February 5, 1974	128	SDEX 10001 to SDEX 10032, both inclusive; SDEX 10034 to SDEX 10097, both inclusive; and SDEX 10099 to SDEX 10130, both inclusive	October 1, 1975 Gillette, Wyoming
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper railroad cars	Ortner Freight Car Company No. OC 586	112	SDEX 10261 to SDEX 10372, both inclusive	August 30, 1978 Gillette, Wyoming
Pullman Incorporated (Pullman-Standard Division)	100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper railroad cars	Pullman Incorporated (Pullman-Standard Division) No. 3628	130	SDEX 10131 to SDEX 10260, both inclusive	August 30, 1978 Gillette, Wyoming

Interstate Commerce Commission
Washington, D.C. 20423

9/11/78

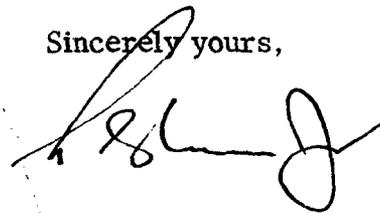
OFFICE OF THE SECRETARY

Robert C Nash
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **9/7/78** at **3:00pm** and assigned recordation number(s) **9334-A & 9335-A**

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9354-A Filed & Recorded

SEP 7 1978 -3 00 PM

INTERNATIONAL COMMERCE COMMISSION

AMENDMENT TO EQUIPMENT LEASE

Dated as of July 1, 1978

Between

SWINDELL-DRESSLER LEASING COMPANY,

Lessor

and

SWINDELL-DRESSLER ENERGY SUPPLY COMPANY,

Lessee

AMENDMENT TO EQUIPMENT LEASE

THIS AMENDMENT, dated as of July 1, 1978, to Equipment Lease dated as of February 1, 1978 (the "Lease"), each between SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Lessôr") and SWINDELL-DRESSLER ENERGY SUPPLY COMPANY, a Delaware corporation (the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Lease referred to above providing for the lease thereunder by the Lessor to the Lessee of Equipment as therein defined; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Lessor and the Lessee hereby agree:

SECTION 1. AMENDMENTS.

The Lease is hereby amended as follows:

(a) the definition of the term "Assignment" set forth in Section 1 of the Lease shall hereinafter be deemed to mean the Assignment of Guaranty, Subordination Agreement and Master Coal Service Agreement (Security Agreement) dated as of July 1, 1978 between the Lessor and the Lessee;

(b) the definition of the term "Master Coal Service Agreement" set forth in Section 1 of the Lease shall hereinafter be deemed to mean the Master Coal Service Agreement dated as of July 1, 1978 between the Lessee and TUCO;

(c) the definition of the term "Pullman Guaranty" set forth in Section 1 of the Lease shall hereinafter be deemed to mean the Guaranty Agreement dated as of July 1, 1978 between Pullman and TUCO;

(d) the definition of the term "SPS Guaranty" set forth in Section 1 of the Lease shall hereinafter be deemed to mean the Guaranty Agreement dated as of July 1, 1978 between SPS and the Lessee;

(e) the definition of the term "Subordination Agreement" set forth in Section 1 of the Lease shall hereinafter be deemed to mean the Subordination Agreement dated as of July 1, 1978 between the Lessee and SPS;

(f) the date "December 31, 2000" which appears in Section 3 of the Lease shall be amended and changed to "July 31, 2003"; and

(g) the date "December 1, 2000" which appears in Section 4(a) of the Lease shall be amended and changed to "July 1, 2003".

SECTION 2. MISCELLANEOUS.

(a) Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

SWINDELL-DRESSLER LEASING COMPANY

By *Nicole W. Foster*
Its *Nicole W. Foster*
Vice President
LESSOR

[SEAL]
ATTEST:
William O. Eldridge
Its *William O. Eldridge*
ASSISTANT SECRETARY

SWINDELL-DRESSLER ENERGY SUPPLY COMPANY

By *Joe S. Huff*
Its *Joe S. Huff*
President
LESSEE

[SEAL]
ATTEST:
Joe S. Huff
Its *Joe S. Huff*
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared Mable W. Foster, Vice President known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 31st day of August, A.D. 1978.

Jammi Bowden
Notary Public in and for
Cook County, Illinois

My Commission expires:

12/07/81

STATE OF Utah)
) SS
COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, on this day personally appeared Ira S. Huff, President, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 1st day of Sept, A.D. 1978.

Shirley M. Jorensen
Notary Public in and for
Salt Lake County, Utah

My Commission expires:

7/27/80