

RECORDATION NO. 10850-D Filed 1425

DEC 07 1979 10 10 AM

INTERSTATE COMMERCE COMMISSION

GRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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TELEX

RCA 233663

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DEC 7 10 08 AM '79
I. C. C.
FEE OPERATION BR.

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. MCAFEE
ROYALL VICTOR
ALLEN H. MERRILL
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
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JAMES H. DUFFY
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DAVID G. ORMSBY
DAVID L. SCHWARTZ
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DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
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CHARLES R. LINTON

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75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

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

No. 9-341A024

Date DEC 7 1979

Fee \$ 10.00

ICC Washington, D. C.

December 5, 1979

Amendment Agreement Dated as of October 20, 1979
Amending Conditional Sale Agreement
Filed under Recordation No. 10850 and
Lease Filed under Recordation No. 10850-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 First Security Bank of Utah, N.A., for filing and recordation ten counterparts of the following document:

Amendment Agreement dated as of October 20, 1979, among First Security State Bank, as Trustee, Illinois Terminal Railroad Company and First Security Bank of Utah, N.A.

The Amendment Agreement amends a Conditional Sale Agreement, dated as of August 20, 1979, previously filed and recorded with the Interstate Commerce Commission on September 28, 1979, at 2:10 p.m., Recordation Number 10850 and a Lease of Railroad Equipment, dated as of August 20, 1979, previously filed and recorded as above with the Interstate Commerce Commission on September 28, 1979, at 2:10 p.m., Recordation Number 10850-B.

The Amendment Agreement restates Schedule I (the Amortization Schedule) to the Conditional Sale Agreement and

*Mrs Lee
we think this
one will be
rec No 10850-D*

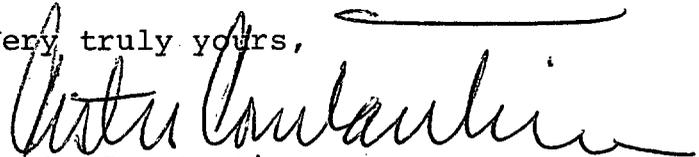
Counterpart James Crumpler

restates Item 1 of Schedule B (the Casualty Value) to the Lease.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10850-D.

Enclosed is our firm check, in the amount of \$10, payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all ten 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 nine remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Costa Constantine
As Agent for First Security
Bank of Utah, N.A.

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

Encls.

TT

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

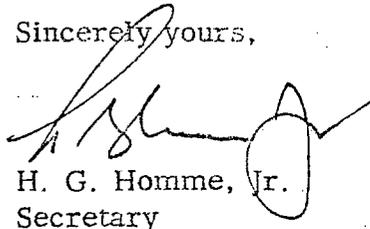
Costa Constantine
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N. Y. 10005

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 12/7/79 at 10:10AM, and assigned re-
cordation number(s) 10850-2

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

RECORDATION NO. 10850-1
Filed 1425

DEC 07 1979 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of October 20, 1979, among FIRST SECURITY STATE BANK, as Trustee (the "Owner-Trustee"), under a Trust Agreement dated as of August 20, 1979, with Ingersoll-Rand Financial Corporation, ILLINOIS TERMINAL RAILROAD COMPANY (the "Lessee") and FIRST SECURITY BANK OF UTAH, N.A., as Agent (the "Assignee").

WHEREAS the Owner-Trustee and PULLMAN INCORPORATED (Pullman Standard Division) (the "Builder") have entered into a Conditional Sale Agreement dated as of August 20, 1979 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of August 20, 1979 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA and the Builder has no further interest in the CSA or the CSA Assignment;

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of August 20, 1979 (the "Lease");

WHEREAS the Owner-Trustee and the Assignee have entered into an Assignment of Lease and Agreement dated as of August 20, 1979 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 28, 1979, at 2:10 p.m. and were assigned recordation numbers 10850, 10850-A, 10850-B and 10850-C, respectively;

WHEREAS the amortization schedule in Schedule I to the CSA and the Casualty Values in Item 1 to Schedule B to the Lease are incorrectly stated; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to state correctly the amortization schedule in Schedule I to the CSA and the Casualty Values in Item 1 of Schedule B to the Lease.

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

1. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.

2. Item 1 of Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.

3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment

Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY STATE BANK, as
Trustee,

[Corporate Seal]

by

Sandra P Powell
Authorized Officer

Attest:

[Signature]
Authorized Officer

ILLINOIS TERMINAL RAILROAD COMPANY,

[Corporate Seal]

by

L. B. Rudloff
Vice President-Finance
and Treasurer

Attest:

Mary H. Kloess
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

[Corporate Seal]

by

[Signature]
Authorized Officer

Attest:

[Signature]
Authorized Officer

The above is hereby consented to:

BANKERS LIFE INSURANCE COMPANY
OF NEBRASKA,

by Jon C Headrick Jon C. Headrick
Assistant Vice President--
~~Second Vice President Finance~~ Securities

UNION MUTUAL LIFE INSURANCE COMPANY,

by Charles E. Hunter
Second Vice President *nc*

UNIONMUTUAL STOCK LIFE INSURANCE
CO. OF AMERICA,

by Dan M. Touy
Second Vice President *nc*

UNIONMUTUAL STOCK LIFE INSURANCE
COMPANY OF NEW YORK,

by G. Mosley
Second Vice President *nc*

GRANK TRUNK WESTERN RAILROAD COMPANY,

by [Signature]

STATE OF UTAH,)
) ss.:
 COUNTY OF SALT LAKE,)

On this 8th day of November 1979, before me personally appeared SANDRA P. POWELL, to me personally known, who, being by me duly sworn, says that she is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company 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 Company.


 Notary Public

[Notarial Seal]

My Commission expires Nov 21, 1979

STATE OF MISSOURI,)
 CITY) ss.:
 COUNTY OF ST. LOUIS,)

On this 13th day of November 1979, before me personally appeared L. B. Rudloff, to me personally known, who, being by me duly sworn, says that he is a Vice President-Finance and Treasurer of ILLINOIS TERMINAL RAILROAD 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.

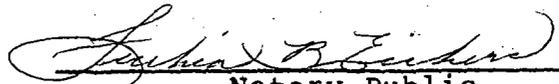

 Notary Public

[Notarial Seal]

My Commission expires July 18, 1981

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 8th day of November 1979, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said Association, that said instrument was signed and sealed on behalf of said Association 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 Association.



Notary Public

[Notarial Seal]

My Commission expires Nov. 21, 1979

SCHEDULE I

This Schedule I replaces the original
Schedule I to the CSA
Dated as of August 20, 1979

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

| <u>Date</u> | <u>Debt Service</u> | <u>Debt Interest</u> | <u>Debt Principal</u> | <u>Debt Balance</u> |
|-------------|-------------------------|--------------------------|---------------------------|-------------------------|
| 9/1979 | 0.00 | 0.00 | 0.00 | 1,000,000.00 |
| 3/1980 | 68,706.19 | 52,500.00 | 16,206.19 | 983,793.81 |
| 9/1980 | 68,706.19 | 51,649.18 | 17,057.01 | 966,736.80 |
| 3/1981 | 68,706.19 | 50,753.68 | 17,952.51 | 948,784.29 |
| 9/1981 | 68,706.19 | 49,811.18 | 18,895.01 | 929,889.28 |
| 3/1982 | 68,706.19 | 48,819.19 | 19,887.00 | 910,002.25 |
| 9/1982 | 68,706.19 | 47,775.12 | 20,931.07 | 889,071.21 |
| 3/1983 | 68,706.19 | 46,676.24 | 22,029.95 | 867,041.26 |
| 9/1983 | 68,706.19 | 45,519.67 | 23,186.52 | 843,854.74 |
| 3/1984 | 68,706.19 | 44,302.37 | 24,403.82 | 819,450.92 |
| 9/1984 | 68,706.19 | 43,021.17 | 25,685.02 | 793,765.90 |
| 3/1985 | 68,706.19 | 41,672.71 | 27,033.48 | 766,732.42 |
| 9/1985 | 68,706.19 | 40,253.45 | 28,432.74 | 738,279.68 |
| 3/1986 | 68,706.19 | 38,759.65 | 29,946.51 | 708,333.17 |
| 9/1986 | 68,706.19 | 37,127.49 | 31,518.70 | 676,814.47 |
| 3/1987 | 68,706.19 | 35,532.76 | 33,173.43 | 643,641.04 |
| 9/1987 | 68,706.19 | 33,791.15 | 34,915.04 | 608,726.00 |
| 3/1988 | 68,706.19 | 31,958.12 | 36,748.07 | 571,977.93 |
| 9/1988 | 68,706.19 | 30,028.84 | 38,677.35 | 533,300.58 |
| 3/1989 | 58,952.74 | 27,998.28 | 30,954.46 | 502,346.12 |
| 9/1989 | 65,597.46 | 26,373.17 | 39,224.29 | 463,121.53 |
| 3/1990 | 47,237.22 | 24,313.90 | 22,923.32 | 440,198.51 |
| 9/1990 | 59,972.34 | 23,110.42 | 36,861.92 | 403,336.59 |
| 3/1991 | 41,821.78 | 21,175.17 | 20,646.61 | 382,689.96 |
| 9/1991 | 65,763.28 | 20,091.22 | 45,672.06 | 337,017.92 |
| 3/1992 | 66,924.74 | 17,693.44 | 49,231.30 | 287,786.62 |
| 9/1992 | 66,924.74 | 15,105.80 | 51,815.94 | 235,970.68 |
| 3/1993 | 66,924.74 | 12,388.46 | 54,536.28 | 181,434.40 |
| 9/1993 | 66,924.74 | 9,525.31 | 57,399.43 | 124,034.97 |
| 3/1994 | 66,924.74 | 6,511.84 | 60,412.90 | 63,622.07 |
| 9/1994 | 66,962.23 | 3,340.16 | 63,622.07 | 0.00 |
| | 1,977,642.17 | 977,642.17 | 1,000,000.00 | 0.00 |

SCHEDULE B TO LEASE

Item I of this Schedule B replaces the original
Item I to the Lease dated as of August 20, 1979

Casualty Values*

| Item I: | <u>No.</u> | <u>Rental Payment Date**</u> | <u>Percentage of Purchase Price</u> |
|---------|------------|----------------------------------|---|
| | 1 | March 1980 | 86.649512 |
| | 2 | September 1980 | 87.403289 |
| | 3 | March 1981 | 87.259508 |
| | 4 | September 1981 | 87.308387 |
| | 5 | March 1982 | 87.193306 |
| | 6 | September 1982 | 86.839116 |
| | 7 | March 1983 | 86.224596 |
| | 8 | September 1983 | 85.361875 |
| | 9 | March 1984 | 84.242766 |
| | 10 | September 1984 | 82.895896 |
| | 11 | March 1985 | 81.306385 |
| | 12 | September 1985 | 79.512945 |
| | 13 | March 1986 | 77.493986 |
| | 14 | September 1986 | 75.302842 |
| | 15 | March 1987 | 72.960744 |
| | 16 | September 1987 | 70.495725 |
| | 17 | March 1988 | 67.901329 |
| | 18 | September 1988 | 65.170764 |
| | 19 | March 1989 | 62.296883 |
| | 20 | September 1989 | 59.308302 |
| | 21 | March 1990 | 56.174377 |
| | 22 | September 1990 | 52.955510 |
| | 23 | March 1991 | 49.600052 |
| | 24 | September 1991 | 46.168090 |
| | 25 | March 1992 | 42.566894 |
| | 26 | September 1992 | 38.874498 |
| | 27 | March 1993 | 35.353556 |
| | 28 | September 1993 | 31.919498 |

* The Casualty Value of each Unit as of any rental payment date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite each such rental payment date.

** The rental payment date is the 28th day of the month set forth.

| Item I: | <u>No.</u> | <u>Rental Payment Date</u> | <u>Percentage of Purchase Price</u> |
|---------|------------|----------------------------------|---|
| | 29 | March 1994 | 28.512519 |
| | 30 | September 1994 | 25.207613 |
| | 31 | March 1995 | 24.256544 |
| | 32 | September 1995 | 23.335758 |
| | 33 | March 1996 | 22.406435 |
| | 34 | September 1996 | 21.422698 |
| | 35 | March 1997 | 20.860531 |
| | 36 | September 1997 and thereafter | 19.999963 |