

CHICAGO AND



TRANSPORTATION COMPANY

April 19, 1979

File No.: A-10826

Interstate Commerce Commission
Washington, D.C. 20423

Attention: Mr. H. Gordon Homme, Jr., Secretary

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

~~ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 4/23/79 BY 1060~~

RECORDATION NO. 10247C
Filed 1425

APR 23 1979 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Pursuant to Section 11303 (a) (formerly 20c) of the Interstate
Commerce Act, as amended, attached for recordation are Counterpart Nos.
1 to 5, inclusive, of Lease Supplement No. 3 to Lease dated as of 2/22/79
and assigned Recordation No. 10247.

The names and addresses of the parties to the transactions are as follows:

1. First Maryland Leasecorp.
25 S. Charles Street
Baltimore, Maryland 21203, Lessor.
2. Chicago and North Western Transportation Company
400 West Madison Street
Chicago, Illinois 60606

Enclosed is our check for \$10.00 to cover your recording fee. Please
return Counterpart Nos. 2 to 5, inclusive, showing your recordation
data.

Very truly yours,

Diane Kohler-Rausch
Assistant Secretary

DKR:jb
Enclosures

- cc: Michael T. Pyles, Vice President
First Maryland Leasecorp.
25 S. Charles Street
Baltimore, Maryland 21203
W. D. Anderson
R. D. Smith
F. E. Cunningham, Attn: H. Labno *
R. F. Guenther, Attn: J. James*
D. E. Stockham, Attn: J. Voldseth *
M. W. Payette

Leslie J. Polt
Weinberg & Green
10 Light Street, 19th Floor
Baltimore, Maryland 21203
Arthur Andersen & Co.
Attn: G. Holdren *

* with copy of agreement

LEASE SUPPLEMENT NO. 3

RECORDATION NO. 10247 Filed 1425
APR 23 1979 -2 55 PM
INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT is dated as of April 19, 1979 by and between FIRST MARYLAND LEASECORP, as lessor (herein called "Lessor"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as lessee (herein called "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into a certain Equipment Lease Agreement dated as of February 22, 1979 (herein called the "Lease", the terms defined in the Lease being used herein with the same meanings), which Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof, for the purposes of identifying the specific Units of Equipment subject to the Lease and of leasing the same under and in accordance with the terms of the Lease as and when such Units are delivered by Lessor to Lessee in accordance with the terms hereof.

WHEREAS, the Lease relates to the specific Units of Equipment described herein.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor hereby delivers the Units of Equipment described in Schedule 1 attached hereto, and Lessee hereby accepts said Units of Equipment from Lessor under the Lease, under the following terms and conditions:

1. Term: Ten Years , commencing April 23 , 1979 and expiring September 29, 1989.
2. First Basic Rent Payment Date: December 30, 1979
3. Rent payable on December 30, March 30, June 30 and September 30, all payable in arrears.
4. Interim Rent: .02639% of Lessor's Cost multiplied by the number of days from and including the Settlement Date to and including, and due and payable on, the Basic Lease Term Commencement Date.
5. Settlement Date: April 23, 1979
6. Amount of Basic Rent payable on each Basic Rent Payment Date - 3.3174% of Lessor's Cost (the "Basic Lease Rate Factor"), plus applicable sales or use taxes.
7. Lessor or Lessee Options: Section 6(b) and 6(c) of Lease.
8. Stipulated Loss Value: As set forth in attached Schedule 2.

9. Delivery Date: See attached Schedule 1.
10. Basic Lease Term Commencement Date: September 30, 1979.
11. Return of Equipment: Section 6(a) of the Lease.

All the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

Representations by the Lessee

Lessee hereby represents and warrants to Lessor, that on the Delivery Date with respect to each Unit of Equipment:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects on and as of such date as though made on and as of such date;

(b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such date;

(c) no Event of Default under the Lease or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing; and

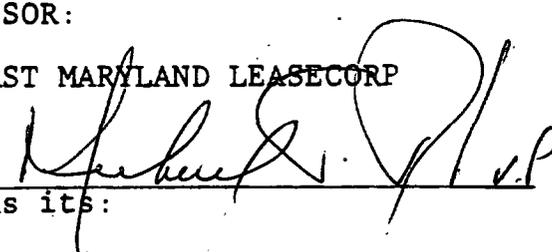
(d) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to such Units of Equipment required to be obtained under the terms of the Lease.

This Lease Supplement has been delivered in the state of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the state of Maryland, including all matters of construction, validity, and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first set forth above.

LESSOR:

FIRST MARYLAND LEASECORP

By 
As its:

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

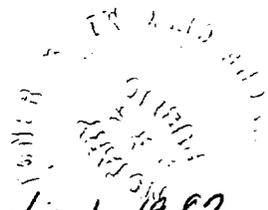
By 
As its Vice President-Finance

STATE OF MARYLAND)
CITY)
COUNTY OF BALTIMORE) SS.

BEFORE ME, the Subscriber, a Notary Public in and for said County and State personally appeared Michael J. Pyles, Vice President of First Maryland Leasecorp, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 23rd day of April, 1979.

Bonnie A. Donnell
Notary Public
My commission expires July 1, 1982.



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

BEFORE ME, the Subscriber, a Notary Public in and for said County and State personally appeared John M. Butler, Vice President-Finance of Chicago and North Western Transportation Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 19th day of April, 1979.

[Signature]
Notary Public

My Commission Expires May 21, 1982

SCHEDULE 1 TO
LEASE SUPPLEMENT NO. 3

THE UNITS OF EQUIPMENT REFERRED TO IN LEASE
SUPPLEMENT NO. 3 ARE DESCRIBED AS FOLLOWS:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BUILDER/VENDOR</u>	<u>I.D. No.</u>	<u>DELIVERY/ ACCEPTANCE DATE</u>	<u>NEW/ USED</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
1	Tamper Model 2600	Jackson Vibrators Inc.	17-3187	4-23-79	New	\$ 65,000.00 FRT	\$ 65,000.00 <u>1,650.00</u> 66,650.00
7	Ballast Regulators	Kershaw Manufac- turing Co., Inc.	17-3152 17-3153	4-23-79	New	51,122.00* <u>50,681.00</u> FRT	101,803.00 <u>2,997.36</u> 104,800.36
			17-3154 17-3155			50,681.00 FRT	101,362.00 <u>2,980.80</u> 104,342.80
			17-3156 17-3157			50,681.00 FRT	101,362.00 <u>3,041.52</u> 104,403.52
			17-3158			50,681.00 FRT	50,681.00 <u>2,649.60</u> 53,330.60
						<u>TOTAL</u>	<u>\$433,527.28</u>

*Includes 1-attachment at a cost of \$441.

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule B

Stipulated Loss Value Schedule

Table II (10 Year Term)

<u>Rental Payment Date</u>	<u>Percentage</u>
September 30, 1979	104.2628834
December 30, 1979	108.6112533
March 30, 1980	109.5687998
June 30, 1980	109.2632697
September 30, 1980	108.6428882
December 30, 1980	107.8657329
March 30, 1981	107.1193915
June 30, 1981	106.2851968
September 30, 1981	105.4876600
December 30, 1981	104.6051195
March 30, 1982	103.6864043
June 30, 1982	102.6657812
September 30, 1982	94.4269983
December 30, 1982	93.1928520
March 30, 1983	91.9306448
June 30, 1983	90.6266119
September 30, 1983	89.2564598
December 30, 1983	87.8083555
March 30, 1984	86.1953151
June 30, 1984	84.6079208
September 30, 1984	75.8013523
December 30, 1984	74.0027047
March 30, 1985	72.0453997
June 30, 1985	70.1814055
September 30, 1985	68.2567496
December 30, 1985	66.2576189
March 30, 1986	63.9631490
June 30, 1986	61.8297030
September 30, 1986	52.4828302
December 30, 1986	50.1475489
March 30, 1987	47.5234001
June 30, 1987	45.1282299
September 30, 1987	42.6783386
December 30, 1987	40.1578846
March 30, 1988	37.2121710
June 30, 1988	34.5633905
September 30, 1988	31.8630766
December 30, 1988	29.0943733

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule B

Stipulated Loss Value Schedule

Table II

Page 2

<u>Rental Payment Date</u>	<u>Percentage</u>
March 30, 1989	25.8355953
June 30, 1989	22.9418981
September 30, 1989 (and for any applicable period, including any storage, thereafter)	20.0000000