

CHICAGO AND



TRANSPORTATION COMPANY

No. 9-135A910

Date MAY 16 1979

Fee \$ 10.00

ICC Washington, D. C.

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

May 11, 1979

File No.: A-10826

RECORDATION NO. 102472 Filed 1425

MAY 16 1979 - 9 20 AM

Interstate Commerce Commission
Washington, D. C. 20423 INTERSTATE COMMERCE COMMISSION
Attention: Mr. H. Gordon Homme, Jr., Secretary

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. 4 dated as of May 11, 1979, which supplements Equipment Lease Agreement dated 2/22/79 and assigned Recordation No. 10247. The names and addresses of the parties to the transaction are as follows:

1. First Maryland Lease Corp.
25 S. Charles Street
Baltimore, Maryland 21203, Lessor
2. Chicago and North Western Transportation Company
400 W. Madison Street
Chicago, Illinois 60606, Lessee

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

Diane Kohler-Rausch
Assistant Secretary

DK:ps
Enclosures

- | | |
|-------------------------------------|-----------------------|
| c: Michael T. Pyles, Vice President | Leslie J. Polt |
| First Maryland Lease Corp. | Weinberg & Green |
| 25 S. Charles Street | 10 Light Street, |
| Baltimore, MD 21203 | 19th Floor |
| W. D. Anderson | Baltimore, MD 21203 |
| R. D. Smith | |
| F. E. Cunningham, Attn:H. Labno* | Arthur Andersen & Co. |
| R. F. Guenther, Attn: J. James* | Attn: Gary Holdren* |
| D. E. Stockham, Attn: G. Ogurek* | |
| M. W. Payette | |

C. D. [Signature]

RECEIVED

MAY 16 9 18 AM '79

I. C. C.
FEE OPERATION BAR



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LEASE SUPPLEMENT NO. 4

RECORDATION NO. 10247D Filed 1425

MAY 16 1979 - 9 22 AM

THIS LEASE SUPPLEMENT is dated May 11, 1979 INTERSTATE COMMERCE COMMISSION
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 identi-
fying 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: Commencing upon Delivery and Acceptance of the Units
of Equipment on May 15, 1979 and expiring September 29, 1987.
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: May 15, 1979
6. Amount of Basic Rent payable on each Basic Rent Payment Date -
3.8251% 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 Donald H. Hook, Jr.
As its: Pres

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By JM Buttle
As its Vice President-Finance

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

BEFORE ME, the Subscriber, a Notary Public in and for said County and State personally appeared Donald H. Hooker, Jr., 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 15th day of May, 1979.

Rebecca Ann Keener
Notary Public

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 11th day of May 1979.

Margaret Hanlon
Notary Public

SCHEDULE 1 TO LEASE SUPPLEMENT NO. 4

THE UNITS OF EQUIPMENT REFERRED TO IN LEASE
SUPPLEMENT NO. 4 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	15-Ton Hy-Rail Truck Crane	Transportation Products Co.	17-3117	5-15-79	New	\$134,436.40	\$134,436.40
1	Yard Cleaner	Kershaw Manufac- turing Co., Inc.	17-3136	5-15-79	New	150,656.00	150,656.00
3	Tie Crane	Kershaw Manufac- turing Co., Inc.	17-3204 17-3205 17-3206	5-15-79	New	28,720.00 FRT	86,160.00 <u>3,276.60</u> 89,436.60
1	Tie Shear	Fairmont Railway Motors, Inc.	17-3141	5-15-79	New	53,561.80	53,561.80
1	Spike Setter Driver	Fairmont Railway Motors, Inc.	17-3140	5-15-79	New	55,875.00	<u>55,875.00</u>
						<u>TOTAL LESSOR'S COST</u>	<u>\$483,965.80</u>

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table I (8 Year Term)

<u>Rental Payment Date</u>	<u>Percentage</u>
September 30, 1979	104.3877906
December 30, 1979	108.4132159
March 30, 1980	108.7828893
June 30, 1980	107.8987583
September 30, 1980	106.6885400
December 30, 1980	105.3067556
March 30, 1981	103.8542093
June 30, 1981	102.4061485
September 30, 1981	100.9980854
December 30, 1981	99.4963514
March 30, 1982	97.8609048
June 30, 1982	96.2014988
September 30, 1982	87.3258137
December 30, 1982	85.4356107
March 30, 1983	83.4199661
June 30, 1983	81.4391117
September 30, 1983	79.3835567
December 30, 1983	77.2401072
March 30, 1984	74.8345058
June 30, 1984	72.5298616
September 30, 1984	63.0067502
December 30, 1984	60.4711340
March 30, 1985	57.6796455
June 30, 1985	55.0553471
September 30, 1985	52.3604836
December 30, 1985	49.5798479
March 30, 1986	46.4067830
June 30, 1986	43.4672064
September 30, 1986	33.3134292
December 30, 1986	30.1493791
March 30, 1987	26.6177999
June 30, 1987	23.3662491
September 30, 1987 (and for any applicable period, including any storage, thereafter)	20.0000000

Interstate Commerce Commission
Washington, D.C. 20423

5/16/79

OFFICE OF THE SECRETARY

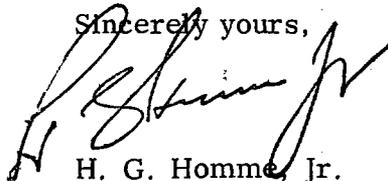
Diane Kohler Rausch
Chicago & North Western Transp. Co.
400 West Madison Street
Chicago, Illinois 60606

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 5/16/79 at 9:20am, and assigned recordation number(s). 10247-D

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)