

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

600 GRANT STREET P O BOX 536
PITTSBURGH, PA. 15230

December 19, 1978

CERTIFIED MAIL

8-3609100
Date DEC 26 1978
Fee \$ 10.00
Washington, D. C.

RECORDATION NO. 6857-C Filed 1425

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

DEC 26 1978 - 1 13 PM

Re: Recordation of Documents

Dear Mr. Homme:

Pursuant to the provisions of 49 USC §11303 (formerly §20c of the Act), enclosed herewith for recordation by the Commission is an original and two executed counterparts of the following agreement:

First Amendment, dated as of May 1, 1978, to Equipment Lease Agreement dated as of January 3, 1973, as amended April 24, 1973, between Mellon National Leasing Corporation (Lessor) and Elgin, Joliet and Eastern Railway Company (Lessee).

The Equipment Lease Agreement between Mellon National Leasing Corporation and Elgin, Joliet and Eastern Railway Company was recorded pursuant to §20c on January 15, 1973 and assigned Recordation No. 6857.

The names and addresses of the parties to the Equipment Lease Agreement are:

Lessor: Mellon National Leasing Corporation
Suite 3629
Mellon Bank Building
Pittsburgh, Pennsylvania 15219

Lessee: Elgin, Joliet and Eastern Railway Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

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I. C. C. LEASING
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The equipment covered by the Equipment Lease Agreement consists of one hundred thirty-three (133) 55-ton railroad gondola cars, which are more fully described in Exhibit A which is attached hereto.

Mr. H. G. Homme, Jr.
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Please return the original and one executed counterpart
of the Equipment Lease Agreement to:

Michael T. Reilly, Esq.
Elgin, Joliet and Eastern Railway Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

A money order in the amount of \$10.00 is enclosed to
cover the required recordation fee.

Sincerely,

Michael T. Reilly
Michael T. Reilly
Attorney

MTR/rja

Enclosures

EXHIBIT A

<u>Old Car No.</u>	<u>New Car No.</u>	<u>Old Car No.</u>	<u>New Car No.</u>	<u>Old Car No.</u>	<u>New Car No.</u>
1254	34986	1280	34916	1304	35042
1255	35083	1281	35191	1305	35291
1256	34956	1282	35149	1306	35287
1257	35244	1283	35284	1307	35334
1258	35242	1284	35257	1308	35301
1259	35366	1285	35038	1309	35240
1260	35205	1286	35390	1310	35385
1261	34957	1287	34989	1311	34993
1262	35333	1288	34994	1312	35349
1263	35016	1289	34903	1313	35164
1264	35129	1290	35272	1314	35114
1265	35253	1291	35108	1315	35045
1266	35298	1292	35209	1316	35082
1267	35047	1293	35369	1317	35263
1269	34924	1294	35393	1318	35019
1270	34929	1295	34912	1319	35058
1271	35342	1296	35228	1320	35051
1272	35080	1297	34923	1321	35288
1273	35380	1298	35267	1322	35159
1274	35186	1299	35300	1323	35286
1275	35269	1300	34918	1324	35305
1276	34928	1301	34921	1325	35104
1278	35138	1302	35009	1326	34980
1279	35075	1303	35297	1327	35234

EXHIBIT A

<u>Old Car No.</u>	<u>New Car No.</u>	<u>Old Car No.</u>	<u>New Car No.</u>	<u>Old Car No.</u>	<u>New Car No.</u>
1328	35079	1354	35292	1379	35341
1329	35165	1355	35150	1380	35096
1330	35184	1356	35336	1381	35308
1331	35062	1357	35251	1382	34960
1332	35388	1358	35128	1383	35311
1333	34996	1359	35299	1384	35119
1334	35392	1360	34982	1385	35188
1335	35271	1361	35175	1386	35352
1336	34987	1362	35318	1387	35015
1337	34973	1363	34955	1388	34959
1338	35337	1364	34949	1389	35056
1340	35213	1365	35285		
1341	35157	1366	35126		
1342	35217	1367	35125		
1343	34904	1368	35061		
1344	35259	1369	35335		
1345	35003	1370	35084		
1346	34972	1371	35295		
1347	35358	1372	35048		
1348	35121	1373	35094		
1349	35190	1374	35172		
1350	35140	1375	35229		
1351	34927	1376	34944		
1352	35359	1377	35087		
1353	35070	1378	35088		

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INTERSTATE COMMERCE COMMISSION

First Amendment
to
Equipment Lease Agreement
dated as of January 3, 1973,
as amended April 24, 1973,
between
Mellon National Leasing Corporation ("Lessor")
Elgin, Joliet and Eastern Railway Company ("Lessee")

WHEREAS, Lessor and Lessee entered into the above Equipment Lease Agreement (the "Lease") pursuant to which Lessor leased to Lessee 136 fifty-five ton wood floor railroad gondola cars; and

WHEREAS, there are 133 cars in service and subject to the Lease as of the date hereof (the "Cars"); and

WHEREAS, Lessee has requested Lessor's permission to replace the wood floors in the Cars with new steel floors; and

WHEREAS, Lessor is willing to (1) consent to Lessee's request and (2) pay the cost of installing the new steel floors, all subject to the terms and conditions hereinafter set forth;

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

1. Lessor consents to the removal of the existing wood floors in each of the Cars and the replacement of such wood floors with steel floors (the "Improvements") in accordance with Lessee's specifications. From and after the date of this Amendment as used in the Lease, "Cars" shall refer to the Cars as modified by the Improvements.