

LETTER OF TRANSMITTAL

RECORDATION NO. 9942 Filed 1425

No. B 9-149A060

Secretary of the Interstate
Commerce Commission
Constitution and 12th Street
Washington, D.C. 20423

MAY 29 1979 - 3 15 PM

Date MAY 29 1979

Fees \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Re: Equipment Lease by and between The Connecticut Bank and Trust Company, not in its individual capacity but solely as Trustee, and William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, dated as of November 20, 1978; Filed and recorded with the Interstate Commerce Commission on December 27, 1978, at 10:05 A.M., Recordation No. 9942-A

RECEIVED
MAY 29 3 09 PM '79
I.C.C.
FEE OPERATION BR.

Dear Sir:

Pursuant to Part 1116 of the regulations of the Interstate Commerce Commission, 49 CFR Part 1116, I hereby request that you record under 49 U.S.C. §11303 an amendment of that certain Equipment Lease (the "Equipment Lease") dated as of November 20, 1978, by and between The Connecticut Bank and Trust Company, not in its individual capacity but solely as Trustee, and William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company. The Equipment Lease was filed and recorded with the Interstate Commerce Commission on December 27, 1978, at 10:05 A.M., Recordation No. 9942-A.

I am an officer of the Chicago, Rock Island and Pacific Railroad Company and have knowledge of the matters set forth therein.

The parties to the subject transaction, and their addresses, are as follows:

LESSEE

William M. Gibbons, Trustee of the
Property of Chicago, Rock Island
and Pacific Railroad Company
332 South Michigan Avenue
Chicago, Illinois 60604
Attention: Chief Financial Officer

Ann A. [Signature]

[Signature]

LESSOR

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115
Attention: Corporate Trust Department

The equipment covered by the Equipment Lease is 285 covered hopper cars. The A.A.R. mechanical designation of the equipment is "LO", and the car numbers are ROCK 801000 through ROCK 801284, both inclusive.

Enclosed herewith for filing purposes are the original and 2 executed counterparts of the Amendment of Equipment Lease. The original and all extra copies should be returned to Mr. Donn Beloff of Schiff Hardin & Waite.

A \$10.00 check, payable to the Interstate Commerce Commission, also is enclosed to cover the required recordation fee.

Very truly yours,

WILLIAM M. GIBBONS, TRUSTEE
OF THE PROPERTY OF CHICAGO,
ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

By



O. L. Houts

Dated: May 24, 1979.

Interstate Commerce Commission
Washington, D.C. 20423

5/29/79

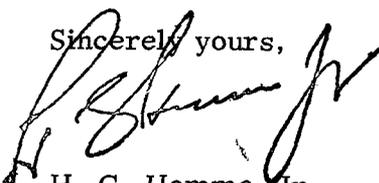
OFFICE OF THE SECRETARY

Donn Beloff
Schiff Hardin & Waite
1101 Conn. Ave., N.W.
Washington, D.C. 20036

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 5/29/79 at 3:15pm, and assigned recordation number(s) 9942-B

Sincerely yours,


H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

RECORDATION NO. *992-B* Filed 1425

MAY 29 1979 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT OF EQUIPMENT LEASE

AMENDMENT OF EQUIPMENT LEASE made as of the 22nd day of February, 1979, between THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee (the "Lessor"), and WILLIAM M. GIBBONS, TRUSTEE OF THE PROPERTY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY (the "Lessee").

WITNESSETH:

WHEREAS, by that certain Equipment Lease dated as of November 20, 1978 (the "Equipment Lease"), Lessor leased to Lessee certain Items of Equipment (as defined in the Equipment Lease); and

WHEREAS, by mutual agreement of the parties hereto, Interim Rental (as defined in the Equipment Lease) was increased to the sum of (1) 0.021389% per day of the Purchase Price (as defined in that certain Participation Agreement dated as of November 20, 1978) of the Item for the period, if any, from and including the Closing Date (as defined in that certain Participation Agreement dated as of November 20, 1978) for such Item to, but not including May 15, 1979, and (2) an amount equal to 2.809719% of the Purchase Price of the Equipment.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Equipment Lease is amended as follows: effective February 22, 1979.

1. The words "per day" in the third line of the first sentence of Section 2.2 are hereby deleted.

2. Following the figures "(1) 0.021389%" in the fourth line of the first sentence of Section 2.2, the words "per day" shall be inserted.

3. The figure "2.37358" in the fifth line of Section 2.2 on page 8 is hereby deleted and the figure "2.809719" shall be inserted on said line following the phrase "an amount equal to".

4. Except as herein expressly modified, all of the terms and provisions of the Equipment Lease shall remain in full force and are hereby ratified and confirmed.

5. The agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to Section 17 of the Equipment Lease.

6. It is expressly understood and agreed by and between the Lessor and the Lessee and their respective successors and assigns that this Amendment of Equipment Lease is executed by The Connecticut Bank and Trust Company, not individually or personally but solely as Trustee under that certain Trust Agreement dated November 20, 1978, in the exercise of the power and authority conferred and vested in it as such Trustee, that each and all of the representations, warranties, undertakings and agreements herein made on the part of the Lessor are each and every one of them made and intended not as personal representations, warranties, undertakings and agreements by The Connecticut Bank and Trust Company or the

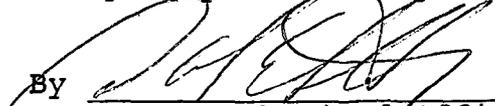
Trustor (as defined in the aforesaid Trust Agreement), or for the purpose or with the intention of binding The Connecticut Bank and Trust Company or the Trustor personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Amendment of Equipment Lease is executed and delivered by The Connecticut Bank and Trust Company solely in the exercise of the powers expressly conferred upon The Connecticut Bank and Trust Company as Trustee under the Trust Agreement, that actions taken by the Lessor pursuant to its obligations hereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Trustor, that nothing herein contained shall be construed as creating any liability on The Connecticut Bank and Trust Company or the Trustor, individually or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, The Connecticut Bank and Trust Company or the Trustor, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Lessee and by each and every person now or hereafter claiming by, through or under the Lessee, and that so far as The Connecticut Bank and Trust Company or the Trustor, individually or personally is concerned, the Lessee and any person claiming by, through or under the Lessee shall look solely to the Trust Estate as defined in the Trust Agreement for the performance of

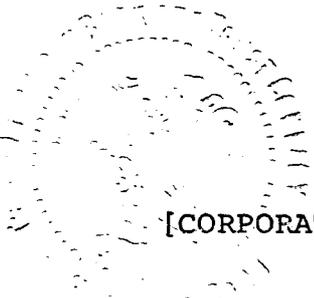
any obligation under this Lease; provided that nothing in this Section shall be construed to limit in scope or substance those representations and warranties, if any, of The Connecticut Bank and Trust Company made expressly in its individual capacity set forth in that certain Participation Agreement dated November 20, 1978 and that certain Security Agreement dated November 20, 1978. The term "Lessor" as used in this Lease shall include any trustee succeeding The Connecticut Bank and Trust Company as Trustee under the Trust Agreement or the Trustor if the Trust created thereby is revoked. Any obligation of the Lessor hereunder may be performed by the Trustor, and any such performance shall not be construed as revocation of the Trust created by the Trust Agreement. Nothing contained in this Amendment of Equipment Lease shall restrict the operation of the provisions of that certain Trust Agreement with respect to its revocation or the resignation or removal of the Trustee hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment of Equipment Lease 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.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee

By  _____
Authorized Officer



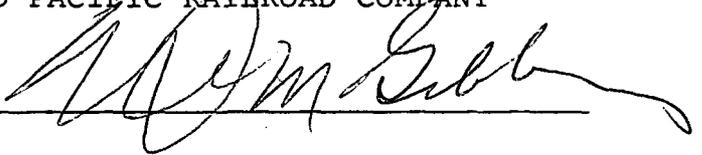
[CORPORATE SEAL]

ATTEST:

 _____
Authorized Officer

WILLIAM M. GIBBONS, TRUSTEE OF THE PROPERTY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

By

 _____

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this *13th* day of *March*, 1979, before me personally appeared **DONALD E. SMITH**, to me personally known, who being by me duly sworn, says that he is an authorized officer of THE CONNECTICUT BANK AND TRUST 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

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

[NOTARIAL SEAL]

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this *24th* day of *May*, 1979, before me personally appeared WILLIAM M. GIBBONS, to me personally known, who being by me duly sworn, says that he is Trustee of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, and that the foregoing instrument was signed by him as Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company pursuant to specific orders of the United States District Court for the Northern District of Illinois in Proceedings bearing No. 75B2697.


Notary Public

[NOTARIAL SEAL]

My commission expires:

Oct. 26, 1981