

Office of the Secretary
Interstate Commerce Commission
Page Two
July 16, 1976

Enclosed herewith is Rosenthal and Schanfield Check No. 20
in the amount of \$10.00 to cover the applicable filing fees.

Please mail four (4) duly recorded counterparts of this
Agreement to I. Walter Deitch, 105 West Adams Street, Chicago,
Illinois 60603.

Very truly yours,

UNITED STATES RAILWAY EQUIPME

Leonard Schanfield,
Assistant Secretary

IWD:scc

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

7/22/76

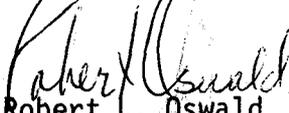
OFFICE OF THE SECRETARY

• I. Walter Deitch
105 West Adams Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **7/20/76** at **11:20am**, and assigned recordation number

Sincerely yours,


Robert L. Oswald
Secretary

7304-C

7308-B

7307-E

7305-B

7309-C

7303-A

7302-B

7312-B

7306-A

Enclosure

SI
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IWD:scc
6-14-76

~~RECORDATION NO. 7304-C~~
~~JUL 20 1976 - 11 20 AM~~
~~INTERSTATE COMMERCE COMMISSION~~

RECORDATION NO. 7304-C
JUL 20 1976 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of this 31st day of May,
1976 by and between UNITED STATES RAILWAY EQUIPMENT CO., an Illinois
corporation ("United") and WILLIAM M. GIBBONS, Trustee ("Trustee")
of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY,
a Delaware corporation, Debtor ("Debtor").

RECORDATION NO. 7302-B
Filed & Recorded

JUL 20 1976 - 11 20 AM

WHEREAS, UNITED STATES RAILWAY EQUIPMENT COMPANY ("United")
and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY ("Rock Island")
entered into a Sale Agreement dated January 15, 1974, covering the
sale to United of 2,755 railroad cars and for the lease and recon-
struction of such cars; and

WHEREAS, United hereby agrees to pay directly the sum
of \$ 242,904.72 as full and complete payment of any and all costs
incurred by the Rock Island in connection with the reconstruction
by the Rock Island over the amount provided for in the specifications
notwithstanding the Trustee's actual costs with respect thereto.

WHEREAS, said Agreement and lease have been adopted
and affirmed by WILLIAM M. GIBBONS, TRUSTEE ("Trustee") OF THE
PROPERTY OF THE ROCK ISLAND pursuant to order of the United States
District Court for the Northern District of Illinois, Eastern
Division, in The Matter of Chicago, Rock Island and Pacific Railroad
Company, Debtor No. 75 B 2697; and

WHEREAS, the leases provided for an increase in rental
in the event of an escalation of United's costs of labor and
material involved in the reconstruction of the cars; and

RECORDATION NO. 7303-A
JUL 20 1976 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7306-D
JUL 20 1976 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7312-B
JUL 20 1976 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

WHEREAS, United and Trustee have determined and agreed upon the amount of such increased costs to United all as provided in the Lease; and

WHEREAS, United authorized the expenditure by the Trustee of, and has agreed to reimburse the Trustee for, additional cost of the cars the Trustee was obligated to reconstruct pursuant to the lease terms, upon the understanding and agreement that the rental for such cars would be adjusted upon the same basis as is provided in the leases for United's expenditure of increased costs; and

WHEREAS, the parties do hereby desire to ratify and confirm the amounts of rentals hereafter required to be paid pursuant to the terms of the leases and the amount of monies to be paid to the Trustee on account of costs incurred by it for increase in the price of labor and materials; and

NOW THEREFORE, in consideration of the premises and promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. United hereby agrees to pay the Trustee on account of the increased cost of labor and material incurred in reconstructing the cars required to be reconstructed by Rock Island pursuant to the leases the sum of \$ 242,904.72 . Trustee accepts such sum in full and complete payment therefor.

2. As of June 1, 1976, the rental per car per day for each of the cars leased under the Leases listed below shall be

the amount set forth opposite each such Lease Group.

| <u>Lease Group No.</u> | <u>Rental</u> |
|------------------------|---------------|
| 1 | \$4.303 |
| 2 | 4.303 |
| 3 | 4.303 |
| 6 | 4.157 |
| 7 | 5.107 |
| 8 | 4.505 |
| 9 | 4.117 |
| 10 | 4.247 |

3. As of June 1, 1976, the rental per car per day for each car in Series 21000 through 23999 leased under Lease Group No. 4 shall be \$4.303.

4. This Agreement shall be deemed and construed as an amendment to each of the above-mentioned Leases. All the other terms and provisions of each of such Leases shall remain in full force and effect, and each of such Leases as hereby amended is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, United and Trustee have caused this Agreement to be executed by its officers thereunto duly authorized as of the day, month and year first above-written.

UNITED STATES RAILWAY EQUIPMENT CO.

By Ralph E. Bell

ATTEST

Assistant Secretary

WILLIAM M. GIBBONS, Trustee of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor

By W. M. Gibbons

