



Regional Transportation Authority

300 N. State Street, Chicago, Illinois 60610
312 836-4000

RECORDATION NO. 11579-0 FILE 1425

1-027A066

No. JAN 27 1981

Date.....
10.00

Washington, D. C.

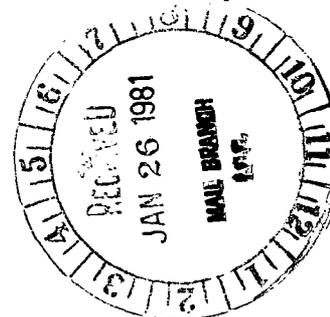
Lewis W. Hill
Chairman

558-6620

JAN 27 1981 - 1 02 AM

3734-77-22

INTERSTATE COMMERCE COMMISSION
January 19, 1981



Secretary
Interstate Commerce Commission
Washington, D.C. 20423

REGISTERED MAIL - Return Receipt Requested

Re: Lease of Equipment to Chicago & North
Western Transportation Company

Dear Sir:

Enclosed herewith for filing on behalf of the certain "Equipment Lease Agreement between the Chicago & North Western Transportation Company and the Regional Transportation Authority" dated November 28, 1979, previously filed with you (Recordation No. 11579, March 3, 1980) please find one original and two certified copies of:

"Equipment Lease Supplement No. 25",
dated November 3, 1980.

Also enclosed is this firm's check for \$10.00 for the filing fee.

The equipment covered by the lease supplement consists of eight (8) bi-level commuter cars more particularly described as follows:

A.A.R. Mechanical Description: Bi-Level Commuter Cars

Manufacturer: The Budd Company

Description: RTA Specification 76-13

Manufacturer's Numbers:

9600-910-7374	9600-910-7378
9600-910-7375	9600-910-7379
9600-910-7376	9600-910-7380
9600-910-7377	9600-910-7381

RTA Numbers: 7374, 7375, 7376, 7377, 7378, 7379, 7380, 7381

Secretary
Interstate Commerce Commission
January 19, 1981
Page Two

Railroad Numbers: None

Quantity: Eight

Identifying Marks: "Regional Transportation
Authority - Owner"

The original documents should be returned to:

William G. McMaster, Jr.
Hopkins, Sutter, Mulroy,
Davis & Cromartie
One First National Plaza
52nd Floor
Chicago, Illinois 60603
(312) 558-6620

Please return any questions concerning this matter
directly to Mr. McMaster.

REGIONAL TRANSPORTATION AUTHORITY

By: _____

J. P. Cole

Interstate Commerce Commission
Washington, D.C. 20423

1/28/81

OFFICE OF THE SECRETARY

William G. McMaster, Jr.
Hopkins, Sutter, Mulroy
Davis & Cromartie
One First Natl Plaza 52nd Fl.
Chicago, Illinois 60603

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 1/27/81 at 11:00am, and assigned re-
recording number(s). 11579-0

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

State of Illinois))
County of Cook) SS
)

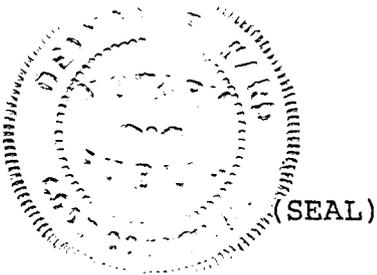
REGISTRATION NO. 11579-0 Filed 1425

JAN 27 1981 - 11 00 AM
INTERSTATE COMMERCE COMMISSION

Certificate

I, Devyanne Ward, a notary public in and for the county and state aforesaid, hereby certify that I have examined the foregoing copy of Equipment Lease Agreement No. 25, dated November 3, 1980, have compared it to the original thereof, and that the foregoing copy is a true, correct and complete copy of such original in all respects.

Devyanne Ward
Notary Public



ACKNOWLEDGMENT

State of Ill.)
)
County of Cook) SS
)

On this 25th day of November, 1980,
before me personally appeared James E. Cole
(Name)

to me personally known, who being by me duly sworn,
says that he is the Division Manager, Transportation Operations
(Title)

of the Regional Transportation Authority of the State
of Illinois, that the foregoing equipment Lease
Supplement was signed and sealed on behalf of said
Authority by authority of its Board of Directors,
and he acknowledged that the execution of the foregoing
Equipment Lease Supplement was the free act and deed
of said Authority.

(SEAL)

Edmund J. Wally

My commission expires _____ Secretary _____

EQUIPMENT LEASE SUPPLEMENT NO. 25

SUBLEASE

This Equipment Lease Supplement No. 25 is entered into as of November 3, 1980, by and between the REGIONAL TRANSPORTATION AUTHORITY ("Authority"), and the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Railroad").

1. The purchase by the Authority of the Equipment described in this Equipment Lease Supplement is to be funded in part by the Urban Mass Transportation Administration of the United States Department of Transportation ("UMTA") (Project IL-03-0065), and by the Illinois Department of Transportation ("IDOT") (Project CAP-77-102 -FED).

2. The Authority and Railroad have entered into an Equipment Lease Agreement dated, November 28 1979, ("Equipment Lease Agreement"), which provides for the execution and delivery from time to time of Equipment Lease Supplements in the form hereof for the purpose of leasing railroad cars and locomotives under the Equipment Lease Agreement as and when delivered by the Authority to Railroad in accordance with the terms hereof.

3. The Authority hereby delivers and leases to Railroad under the Equipment Lease Agreement, and Railroad hereby accepts and leases from the Authority under the Equipment Lease Agreement, on this date, the following described railroad rolling stock (the "Delivered Units"):

Manufacturer: The Budd Company

Description: Bi-Level Commuter Car

Specifications: RTA 76-13

Manufacturer's numbers:	9600-910-7379
	9600-910-7374
	9600-910-7375
	9600-910-7376
	9600-910-7377
	9600-910-7378
	9600-910-7380
	9600-910-7381

RTA numbers:

7374, 7375, 7376, 7377, 7378, 7379, 7380, 7381

Railroad numbers: None

Funded by UMTA Project IL-03-0065 and IDOT Project CAP- 77
102-FED.

4. Railroad hereby confirms to the Authority that, as between Railroad and the Authority, Railroad has accepted the Delivered Units for all purposes of this Equipment Lease Supplement and of the Equipment Lease Agreement. Railroad hereby certifies and acknowledges that each Delivered Unit (a) has been delivered to, and inspected by, Railroad, (b) is of a size, design, capacity and manufacture acceptable to Railroad for lease under this Equipment Lease Supplement and the Equipment Lease Agreement, (c) is suitable for Railroad's purposes, and (d) is in good working order, repair and condition.

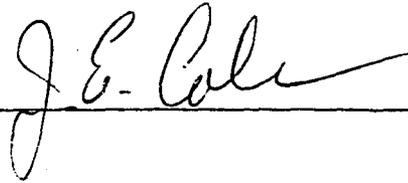
5. The Authority and the Budd Financial Corporation, a Delaware corporation ("Budd") have entered into a Lease Agreement, dated July 12, 1979: ("Prime Lease") under which the Authority will lease certain equipment from Budd and pursuant to which the Authority has the right to purchase such leased equipment. Notwithstanding the provisions of the Equipment Lease Agreement to the contrary, until the Authority purchases the Equipment pursuant to its right under the Prime Lease, title to the Equipment will remain in Budd, the ownership markings called for by paragraph 17 of the Equipment Lease Agreement shall say "Budd Financial Corporation, owner, lessor," Railroad shall cause Budd to be named as an additional insured under Railroad's casualty insurance policies, which policy or policies shall have an upper limit of coverage of not less than \$10,000,000, Railroad shall promptly furnish to Budd certificates of such insurance showing Budd as an additional insured thereunder, Railroad shall take no action which causes the Authority to breach its obligations under the Prime Lease and Railroad acknowledges that its rights hereunder are subject to such Prime Lease. Except as herein modified, all of the terms and provisions of the Equipment Lease Agreement are hereby incorporated by reference in this

Equipment Lease Supplement to the same extent as if fully set forth herein.

IN WITNESS WHEREOF, the Authority and Railroad have caused this Equipment Lease Supplement to be duly executed as of the date and year first written above.

REGIONAL TRANSPORTATION AUTHORITY

By:



CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By:

