

THEODORE S. CHAPMAN (1877-1943)  
HENRY E. CUTLER (1879-1959)

LAW OFFICES OF

CHAPMAN AND CUTLER

111 WEST MONROE STREET · CHICAGO 60609  
AREA 312 726-6130 TWX 910-221-2103  
TELEX 206281

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0-1891030

No.

Date JUL 7 1980

Fee \$ 20.00

ICC Washington, D. C.

July 2, 1980

RECORDATION NO. 8890-5 Filed 1425

Secretary of the Interstate  
Commerce Commission  
Washington, D.C.  
Attention: Mrs. Mildred Lee  
JUL 7 1980 - 11 15 AM  
INTERSTATE COMMERCE COMMISSION

Re: Filing of Separate Amendments  
Relating to Recordation  
Nos. 8890-A and 8890-B

Dear Mrs. Lee:

Enclosed are transmittal letters and three copies each of separate amendments to be filed with your office. A check in the amount of \$20.00 to cover the filing fee is also enclosed. Please return to me copies of each amendment evidencing the filing and recordation.

Very truly yours,

CHAPMAN AND CUTLER

By

Larry Elkins

RECORDATION NO. 8890-5 Filed 1425  
JUL 7 1980 - 11 15 AM  
INTERSTATE COMMERCE COMMISSION

LE:br  
Enclosures

Interstate Commerce Commission  
Washington, D.C.

RECORDATION NO. 8890-1 Filed 1425

JUL 7 1980 - 11 15 AM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC Section 11303(a) are the original and two counterparts of a First Amendment to Lease of Railroad Equipment dated as of May 15, 1977.

The general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: The Connecticut Bank and Trust Company,  
as Trustee  
One Constitution Plaza  
Hartford, Connecticut 06115

Initial Lessee: Miller Brewing Company  
4000 West State Street  
Milwaukee, Wisconsin 53208

Successor Lessee: Southern Railway Company  
P. O. Box 1808  
Washington, D.C. 20013

The original Lease of Railroad Equipment amended by this First Amendment thereto was filed and recorded in the office of the Secretary of the Interstate Commerce Commission at 9:45 A.M. on July 19, 1977 and given Recordation No. 8890-A.

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original counterpart of the First Amendment to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee

By   
Its Authorized Officer

Enclosures

LESSOR AS AFORESAID

SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Successor Lessee's Road Numbers (Both Inclusive)</u>
52'6" insulated 70-ton box cars	250	650-899
AAR Mechanical Designation: XPI		

RECORDATION NO. 8890 - 22 Filed 1425

JUL 7 1980 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

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FIRST AMENDMENT  
TO  
LEASE OF RAILROAD EQUIPMENT

Dated as of May 15, 1977

among

MILLER BREWING COMPANY,  
SOUTHERN RAILWAY COMPANY

and

THE CONNECTICUT BANK AND TRUST COMPANY,  
as Owner Trustee

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FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT dated as of May 15, 1977, among MILLER BREWING COMPANY, a Wisconsin corporation (hereinafter called the Initial Lessee), SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called the Successor Lessee), and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, as Trustee (hereinafter called the Lessor) under a Trust Agreement dated as of April 7, 1977 with Michigan National Bank, ITT Industrial Credit Company and The Fifth Third Leasing Company (hereinafter collectively called the Beneficiaries).

WHEREAS, the Initial Lessee, the Successor Lessee and the Lessor have heretofore entered into a Lease of Railroad Equipment dated as of May 15, 1977 (the "Original Lease"), which Original Lease has been filed and recorded in the Office of the Secretary of the Interstate Commerce Commission at 9:45 A.M. on July 19, 1977 and given Recordation No. 8890-A;

WHEREAS, the Beneficiaries and all other necessary parties have consented to the execution by the Lessor, the Initial Lessee and the Successor Lessee of this First Amendment; and

WHEREAS, the Lessor and the Lessee now desire to amend the Original Lease in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby agree that the Original Lease is hereby amended in the following respects:

1. The final paragraph of Section 3 of the Original Lease is hereby amended to read in its entirety as follows:

"The Lessor irrevocably instructs the Lessee to make all the payments provided for in this Lease, including, but not limited to, the payments provided for in this §3 and in §7 hereof, at the principal office of the Vendor, for the account of the Lessor in care of the Vendor, with instructions to the Vendor first, to apply such payments to satisfy the obligations of the Lessor under the Security Documentation, and second, so long as no event of default or event which with the lapse

of time and/or demand provided for in the Security Documentation could constitute an event of default under the Security Documentation shall have occurred and be continuing, to pay any balance promptly to the Lessor at such place as the Lessor shall specify in writing; provided that any indemnity payable the Lessor in its individual capacity or to any Beneficiary pursuant to Section 9 hereof and taxes and indemnities payable or reimbursed to any Beneficiary under Section 6 hereof shall be paid by check of the Lessee directly to the party to receive the same. The Lessee agrees to make each payment provided for herein as contemplated by this paragraph in Federal or other funds immediately available to the Vendor by 11:00 A.M., Baltimore, Maryland time, on the date such payment is due."

2. Section 6 of the Original Lease is hereby amended to read in its entirety as follows:

"§6. Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor and each Beneficiary for collection or other charges and will be free of expense to the Lessor and each Beneficiary with respect to the amount of any local, state, federal or foreign taxes (other than any United States federal income tax payable by the Lessor or any Beneficiary in consequence of the receipt of payments provided for herein and other than the aggregate of all state or local taxes measured by net income based on such receipts, up to the amount of any such taxes based on such receipts which would be payable to the state and locality in which the Lessor and each Beneficiary, respectively, has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called impositions) hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Security Documentation, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or

operation thereof (except as provided above) or upon the earnings arising therefrom (except as provided above) or upon the Lessor solely by reason of its ownership thereof or on any Beneficiary solely by reason of its interest therein and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of the Lessor or the interest of any Beneficiary or result in a lien upon any such Unit; provided, however, that the Lessee shall be under no obligation to pay any impositions of any kind so long as it is contesting in good faith and by appropriate legal or administrative proceedings such impositions and the nonpayment thereof does not, in the reasonable opinion of the Lessor and/or Beneficiary affected thereby, adversely affect the title, property or rights of the Lessor and/or such Beneficiary hereunder or the Vendor under the Security Documentation. The Lessee agrees to give the Lessor and/or such Beneficiary notice of such contest within 30 days after institution thereof, and the Lessor and/or such Beneficiary agrees to provide such information as may be reasonably requested by the Lessee in furtherance of such contest. If any impositions shall have been charged or levied against the Lessor or any Beneficiary directly and paid by the Lessor or any Beneficiary, the Lessee shall reimburse the Lessor or such Beneficiary on presentation of an invoice therefor; provided, however, that the Lessor or such Beneficiary shall have given the Lessee written notice of such imposition prior to such payment.

In the event that the Lessor or any Beneficiary shall become obligated to make any payment to the Builder or the Vendor or otherwise pursuant to any correlative provision of the Security Documentation not covered by the foregoing paragraph of this §6, the Lessee shall pay such additional amounts (which shall also be deemed impositions hereunder) to the Lessor and/or such Beneficiary as will enable the Lessor and/or such Beneficiary to fulfill completely its obligations pursuant to said provision.

In the event any reports with regard to impositions are required to be made, the Lessee will, where permitted so to do under applicable rules or regulations, make and timely file such reports in such manner as to show the interest of the Lessor and the Vendor as shall be reasonably satisfactory to the Lessor and the Vendor or, where not so permitted, will notify the Lessor and the Vendor of such requirement and will prepare and deliver such reports to the Lessor and the Vendor within a reasonable time prior to the time such reports are

to be filed in such manner as shall be satisfactory to the Lessor and the Vendor.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any imposition, pursuant to this §6, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by the Lessee.

To the extent the Lessee may be prohibited by law from performing in its own name the duties required by this §6, the Lessor and each Beneficiary hereby authorizes the Lessee to act in the Lessor's and/or such Beneficiary's own name and on the Lessor's and/or such Beneficiary's behalf; provided, however, that the Lessee shall indemnify and hold the Lessor and each Beneficiary harmless from and against any and all claims, costs, expenses, damages, losses and liabilities incurred in connection therewith as a result of, or incident to, any action by the Lessee pursuant to this authorization.

The Lessee shall, whenever reasonably requested by the Lessor or any Beneficiary, submit to the Lessor or such Beneficiary copies of returns, statements, reports, billings and remittances, or furnish other evidence satisfactory to the Lessor or such Beneficiary of the Lessee's performance of its duties under this §6. The Lessee shall also furnish promptly upon request such data as the Lessor or any Beneficiary reasonably may require to permit the Lessor's or such Beneficiary's compliance with the requirements of taxing jurisdictions."

3. Schedule B to the Original Lease is hereby amended so that the percentage set forth as Item 1 therein shall be "0.0082431%".

This First Amendment may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Vendor (as defined in the Original Lease) pursuant to the Assignment of the Original Lease to the Vendor shall be deemed to be the original, and all other counterparts shall be deemed duplicates thereof. Although for convenience this First Amendment is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed as of the date first above written.

MILLER BREWING COMPANY,

by

Allen C. Schuman  
Vice President

[Corporate Seal]

Attest:

Wm B. [Signature]  
Assistant Secretary

SOUTHERN RAILWAY COMPANY,

by

Wm Simpson  
Vice President

[Corporate Seal]

Attest:

R. Allen  
Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, as Owner Trustee,

by

[Signature]  
ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:

[Signature]



DISTRICT OF COLUMBIA, ) ss.:

On this *27<sup>th</sup>* day of *September* 1977, before me personally appeared *W. W. Simpson*, to me personally known, who, being by me duly sworn, says that he is the *Vice President* of SOUTHERN RAILWAY 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.

*C. O. Wagner*  
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Notary Public

C. O. WAGNER  
Notary Public

In and For the District of Columbia  
My Commission Expires May 31, 1982

[Notarial Seal]

My Commission expires

