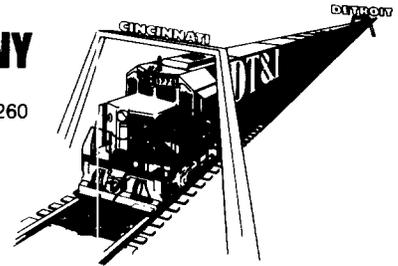


# DETROIT, TOLEDO AND Ironton RAILROAD COMPANY

LAW DEPARTMENT • 131 West Lafayette Boulevard, Detroit, Michigan • 48226 • (313) 962-2260



Earl C. Opperthausen  
Vice President & General Counsel

John C. Danielson  
General Attorney

Dennis W. Krakow  
Senior Trial Attorney

Robert I. Schellig, Jr.  
Trial Attorney

John A. Ponitz  
Trial Attorney

Mary P. Sclawy  
Attorney

Christopher A. Rodgers  
Attorney

RECORDATION NO. 5665-B FILED 1425

DEC 14 1981 10 30 AM

INTERSTATE COMMERCE COMMISSION

No. DEC 14 1981

Date.....

Fee \$ 10.00

ICC Washington, D. C.

December 7, 1981  
File: 352-Sep.

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th St. & Constitution Ave., N.W.  
Washington, D.C. 20423

Dear Mrs. Mergenovich:

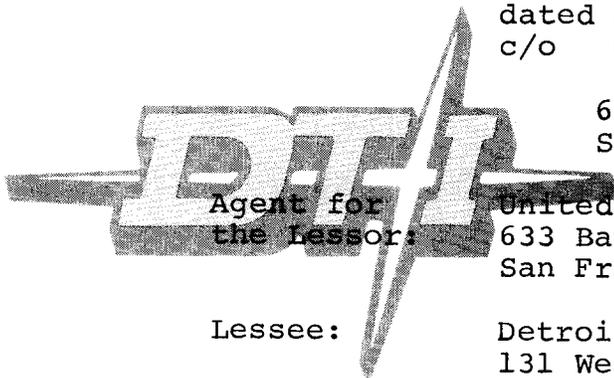
Enclosed for filing pursuant to 49 U.S.C. §11303 are the original and two copies of a Second Amendment to Lease, dated as of December 1, 1981. This is a secondary document. The original Lease was recorded on April 29, 1970 and assigned recordation number 5665-A.

The parties to the Lease and their addresses are as follows:

Lessor: Trust Company for USL, Inc.  
as Trustee under a trust agreement  
dated as of July 1, 1969.  
c/o United States Leasing  
International, Inc.  
633 Battery Street  
San Francisco, California 94111

Agent for the Lessor: United States Leasing International, Inc.  
633 Battery Street  
San Francisco, California 94111

Lessee: Detroit, Toledo and Ironton Railroad Company  
131 West Lafayette Boulevard  
Detroit, Michigan 48226



Mrs. Agatha L. Mergenovich  
Secretary, I.C.C.  
File: 352-Sep.  
December 7, 1981

-2-

This amendment was made solely for the purpose of permitting the Lessee to change numbers on locomotives subject to the Lease as follows:

OLD NUMBERS

NEW NUMBERS

DTI 207-214, both  
inclusive

DTI 6207-6214, both  
inclusive

Also enclosed is our check for \$10.00 for the recordation fee. Will you please stamp the copies of the Notice of Renumbering with the recordation number and return them to the undersigned.

Sincerely,

*Mary P. Sclawy*  
*bjm*

Mary P. Sclawy  
Attorney

MPS:bjm  
Enclosures

DEC 14 1981 10 30 AM

SECOND AMENDMENT TO LEASE

INTERSTATE COMMERCE COMMISSION

(D. T. & I. Trust No. 4)

This Second Amendment to Lease dated as of December 1, 1981, between George D. MacKay and Edward E. Castans, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of March 13, 1970, United States Leasing International, Inc., a California corporation, as Agent for the Lessor (the "Agent"), and Detroit, Toledo and Ironton Railroad Company, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Trustees set out above have been replaced as trustees by Trust Company for USL, Inc. (the "Lessor") as of February 28, 1975; and

WHEREAS, the Lessor, the Lessee and the Agent are parties to that certain Lease dated as of March 13, 1970 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedules A-1 to A-4 attached to said Lease; and

WHEREAS, the Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on April 29, 1970 and has been assigned Recordation No. 5665-A; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend said Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the locomotive numbers on Schedule A-1 to the Lease shall be changed

<u>FROM</u>	<u>TO</u>
DTI 207 through 212, both inclusive	DTI 6207 through 6212, both inclusive

and the locomotive numbers on Schedule A-2 to the Lease shall be changed

<u>FROM</u>	<u>TO</u>
DTI 213 214	DTI 6213 6214

to reflect the numbers assigned to the locomotives under the locomotive renumbering program which the Lessee is undertaking.

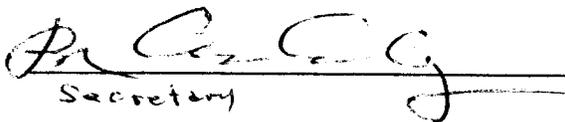
This Second Amendment to Lease shall be binding upon and shall inure to the benefit of the Lessor, the Lessee and the Agent and their respective successors and assigns. This Second Amendment to Lease may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

(Corporate Seal)

Trust Company for USL, Inc.  
Trustee under a Trust Agreement  
dated March 13, 1970

Attest:

  
Secretary

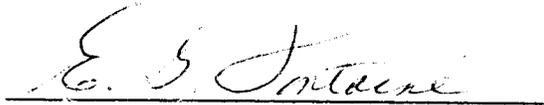
BY   
Its Vice President

Lessor

(Corporate Seal)

Detroit, Toledo and Ironton  
Railroad Company

Attest:

  
Its Secretary

BY   
E. R. Adams  
Its Senior Vice President  
Operations

Lessee

(Corporate Seal)

United States Leasing  
International, Inc.

Attest:

  
Assistant Secretary

BY 

Its Assl Vice President  
Agent for Lessor

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN )  
FRANCISCO )

On this 4<sup>th</sup> day of December, 1981, before me personally appeared Greg Linkman, to me personally known, who being by me duly sworn, says that he is the <sup>Assistant</sup> Vice President of UNITED STATES LEASING INTERNATIONAL, INC., 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.

(Notarial Seal)



Nga Nguyen  
Notary Public, State of  
California, City and County  
of San Francisco  
My Commission expires: Jan. 14, 1985

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

On this 3<sup>rd</sup> day of December, 1981, before me personally appeared E. R. Adams, to me personally known, who being by me duly sworn, says that he is the Senior Vice President Operations of DETROIT, TOLEDO AND IRONTON RAILROAD 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.

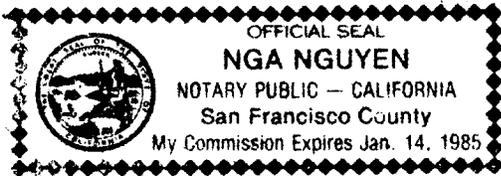
(Notarial Seal)

C. F. Aratari  
C. F. Aratari, Notary Public,  
Oakland County, Michigan, acting  
in Wayne County, Michigan  
My Commission expires:  
May 28, 1984

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN )  
FRANCISCO )

On this 4<sup>th</sup> day of December, 1981, before me personally appeared Walter J. Michael, to me personally known, who being by me duly sworn, says that he is the Vice President of TRUST COMPANY FOR USL, INC, Trustee under a Trust Agreement dated March 13, 1970, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that the 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 as Trustee under said Trust Agreement.

(Notarial Seal)



*Nga Nguyen*  
Notary Public, State of  
California, City and County  
of San Francisco

My Commission expires: Jan 14, 1985