

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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ALLEN F. MAULSBY
STEWART R. BROSS, JR.
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SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
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JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
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JAMES H. DUFFY
ALAN J. HRUSKA
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JAMES M. EDWARDS
DAVID G. ORMSBY
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DAVID BOIES
DAVID O. BROWNWOOD
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WILLIAM P. DICKEY
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KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH

RECORDATION NO. 14871-E
FEB 19 1986 -1 50 PM
INTERSTATE COMMERCE COMMISSION

6-000A124
No.
Date FEB 19 1986
Fee \$ 10.00
ICC Washington, D.C.

COUNSEL
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1-606-1425

\$10.00 filing fee
February 12, 1986

Amendment Agreement No. 1 Dated as of February 1, 1986
Amending Reconstruction and Conditional Sale Agreement
Filed Under Recordation No. 14871, Transfer Agreement
Filed under Recordation No. 14871-A, Lease of Railroad
Equipment Filed under Recordation No. 14871-B and Hulk
Purchase Agreement Filed under Recordation No. 14871-D

Ron
Marta

Dear Mr. Bayne:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 1 dated as of February 1, 1986, among Grand Trunk Western Railroad Company, as Lessee or Builder or Seller, Mercantile-Safe Deposit and Trust Company, as Agent, Whirlpool Leasing Services, Inc., as Vendee.

Amendment Agreement No. 1 amends a Reconstruction and Conditional Sale Agreement, Transfer Agreement, Lease of Railroad Equipment and Hulk Purchase Agreement each dated as of December 15, 1985, previously filed and recorded with the Interstate Commerce Commission on December 30, 1985, at 12:20 p.m., Recordation No. 14871.

Comdyne

Thank this
will be
14871-E

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FEB 18 1 43 PM '86
REC'D - REGISTRAR'S OFFICE

The Amendment Agreement amends the Reconstruction and Conditional Sale Agreement, the Transfer Agreement, the Lease of Railroad Equipment and the Hulk Purchase Agreement to delete diesel electric locomotive GTW 5916 and to substitute diesel electric locomotive GTW 5912.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 14871-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Grand Trunk Western
Railroad Company

James H. Bayne, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

FEB 19 1986 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of February 1, 1986, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana Corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of December 15, 1985 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of December 15, 1985 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871 and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985 at 3:00 p.m.;

WHEREAS the parties hereto now desire to amend the Documents to delete diesel electric locomotive GTW 5916 and to substitute diesel electric locomotive GTW 5912 therefor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Diesel electric locomotive GTW 5916 listed under the column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

2. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Annex I to the Transfer Agreement is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

3. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Schedule A to the Lease is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

4. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all right and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD COMPANY,

by W.H. Lema
Sr. Vice President

[Corporate Seal]

Attest:

E. S. Fontaine
Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by _____
Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

WHIRLPOOL LEASING SERVICES, INC.,

by _____

[Corporate Seal]

Attest:

Secretary

STATE OF MICHIGAN,)
) ss.:
COUNTY OF OAKLAND,)

On this ___ day of February, 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day 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

[Notarial Seal]

My Commission Expires _____.

AMENDMENT AGREEMENT No. 1 dated as of February 1, 1986, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana Corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of December 15, 1985 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of December 15, 1985 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871 and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985 at 3:00 p.m.;

WHEREAS the parties hereto now desire to amend the Documents to delete diesel electric locomotive GTW 5916 and to substitute diesel electric locomotive GTW 5912 therefor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Diesel electric locomotive GTW 5916 listed under the column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

2. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Annex I to the Transfer Agreement is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

3. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Schedule A to the Lease is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

4. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all right and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

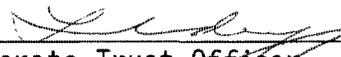
Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by  _____
Vice President

[Corporate Seal]

Attest:

 _____
Corporate Trust Officer

WHIRLPOOL LEASING SERVICES, INC.,

by _____

[Corporate Seal]

Attest:

Secretary

STATE OF MICHIGAN,)
) ss.:
COUNTY OF OAKLAND,)

On this ___ day of February, 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day 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

[Notarial Seal]

My Commission Expires _____.

AMENDMENT AGREEMENT No. 1 dated as of February 1, 1986, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana Corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of December 15, 1985 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of December 15, 1985 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of December 15, 1985 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of December 15, 1985 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on December 30, 1985 at 12:20 p.m., recordation number 14871 and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 30, 1985 at 3:00 p.m.;

WHEREAS the parties hereto now desire to amend the Documents to delete diesel electric locomotive GTW 5916 and to substitute diesel electric locomotive GTW 5912 therefor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Diesel electric locomotive GTW 5916 listed under the column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

2. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Annex I to the Transfer Agreement is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

3. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Schedule A to the Lease is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

4. Diesel electric locomotive GTW 5916 listed under the column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and diesel electric locomotive GTW 5912 is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all right and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by _____
Vice President

[Corporate Seal]

Attest:

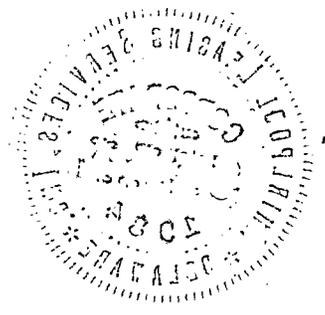
Corporate Trust Officer

WHIRLPOOL LEASING SERVICES, INC.,

by Michael Joseph

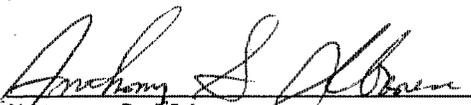
[Corporate Seal]

Attest:
Anthony J. Alban
Assistant Secretary



STATE OF MICHIGAN,)
 WAYNE) ss.:
COUNTY OF ~~OAKLAND~~,)

On this 11th day of February, 1986, before me personally appeared Richard Zamoski to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day 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

[Notarial Seal]

My Commission Expires _____
ANTHONY S. ALBANESE
Notary Public, Wayne County, MI
My Commission Expires June 17, 1986
Acting in Oakland Co.