

10808-A

RECORDATION NO. 10808-A Filed 1425

0-067A051

Interstate Commerce Commission
Washington, D.C.

DATE MAR 7 1980
MAR 7 12:10 PM
FEE \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and ~~two~~ ^{twelve} counterparts of an Amendment Agreement No. 1 to the Equipment Lease dated as of November 15, 1979 which amends, among other things, an Equipment Lease dated as of July 20, 1979.

The original Equipment Lease was filed with the Interstate Commerce Commission on September 12, 1979 and assigned Recordation Number 10808.

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

The names and addresses of the parties are:

Lessee: Illinois Central Gulf Railroad Company
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois 60601

Lessor: First Maryland Leasecorp
25 South Charles
Baltimore, Maryland 21202

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

Please return the ~~12~~ sets of the Amendment Agreement to the Equipment Lease to Michael McGee, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

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

Very truly yours,

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]
Its TREASURER

RECEIVED
I.C.C.
FEE OPERATION BR.

MAR 7 12 04 PM '80

RECEIVED

C. J. Kanter
[Signature]

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
14	General Motors Corporation (Electro-Motive Division Reconstructed GP Diesel Electric Locomotives	ICG 8713 through ICG 8726, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

3/7/80

OFFICE OF THE SECRETARY

Michael McGee, Esq.
Chapman And Cutler
111 West Monroe Street
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 **3/7/80** at **12:10pm**, and assigned re-
recording number (s). **10808-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

RECORDATION NO. 10808-A.1
Filed 1423

MAR 7 1980 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1

THIS AMENDMENT AGREEMENT NO. 1 dated as of November 15, 1979, between FIRST MARYLAND LEASECORP (the "Lessor"), ILLINOIS CENTRAL GULF RAILROAD COMPANY (the "Lessee"), FIRST SECURITY BANK OF UTAH, N.A. (the "Security Trustee") and NATIONWIDE LIFE INSURANCE COMPANY, PROVIDENT MUTUAL LIFE INSURANCE COMPANY OF PHILADELPHIA, THE OHIO NATIONAL LIFE INSURANCE COMPANY, THE UNION LABOR LIFE INSURANCE COMPANY, MICHIGAN LIFE INSURANCE COMPANY, MINNEAPOLIS TEACHERS' RETIREMENT FUND ASSOCIATION, MUTUAL SERVICE LIFE INSURANCE COMPANY AND WEST COAST LIFE INSURANCE COMPANY (the "Note Purchasers").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into an Equipment Lease dated as of July 20, 1979 (the "Lease") relating to rebuilt locomotives set forth in Schedule A to the Lease (the "Equipment"); and

WHEREAS, the Lessor, the Lessee, the Security Trustee, and the Note Purchasers have entered into a Participation Agreement dated as of July 20, 1979 (the "Participation Agreement") and the Lessor and the Security Trustee have entered into a Security Agreement-Trust Deed dated as of July 20, 1979 (the "Security Agreement"), each relating to the Lease and the Equipment; and

WHEREAS, the Note Purchasers, the Security Trustee, the Lessor and Lessee have agreed that an extension of the Lease term from 14 to 15 years would reflect the intention of the parties to the Lease and such an extension would be advantageous to such parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

- 1. The Participation Agreement is hereby amended as follows:

By restating RECITAL A(3) as follows:

"an Equipment Lease substantially in the form attached hereto as Exhibit C (the "Lease") between the Lessor, as lessor, and the Lessee, as lessee, providing for the lease of the Equipment to the Lessee for a lease term of approximately 15 years; and"

2. The Equipment Lease is hereby amended as follows:

(A) By restating Section 2.1(a)(i), line 1 to read:

"0.02752822% of the Purchase Price of the..."

(B) By restating Section 2.1(a)(ii), line 1 to read:

"0.02752822% of the Reconstruction Cost..."

(C) By restating Section 2.1(b) as follows:

"Fixed Rental. For each Item of Equipment, 60 quarterly installments of fixed rental (the "Fixed Rental"), payable in arrears, each in an amount equal to 2.477540% of the Total Cost thereof."

(D) By restating Section 2.2, line 7 to read:

"...thereafter with the final such installment payable 15 years..."

(E) By restating Section 3 as follows:

"The term of this Lease as to each Item of Equipment shall begin on the date of the delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Section 11, 14 and 18 hereof, shall terminate 15 years following the Term Lease Commencement Date provided for in Section 2.1(a) hereof."

3. By execution hereof, the Security Trustee acknowledges and confirms its prior consent to the amendment of the Lease as contemplated hereby.

4. The Lessor will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Participation Agreement, the Lease and the Security Agreement in all places requested by the Note Purchasers or Secured Party.

5. Except as amended hereby, the Participation Agreement and the Lease shall remain unaltered and in full force and effect in all other respects.

6. This Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instruments.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized as of the date and year first written above.

LESSEE AND
REBUILDER:

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

By _____
Its _____

[CORPORATE SEAL]

ATTEST:

Assistant Secretary

LESSOR:

FIRST MARYLAND LEASECORP

By _____
Its _____

SECURITY TRUSTEE:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Security Trustee

By [Signature]
Its Trust Administrator

NOTE PURCHASERS:

NATIONWIDE LIFE INSURANCE COMPANY

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

PROVIDENT MUTUAL LIFE INSURANCE
COMPANY OF PHILADELPHIA

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

THE OHIO NATIONAL LIFE INSURANCE
COMPANY

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized as of the date and year first written above.

LESSEE AND
REBUILDER:

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

By *[Signature]*
Its TREASURER

[CORPORATE SEAL]

ATTEST: *W H Sanders*
Assistant Secretary

LESSOR:

FIRST MARYLAND LEASECORP

By _____
Its _____

SECURITY TRUSTEE:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Security Trustee

By _____
Its _____

NOTE PURCHASERS:

NATIONWIDE LIFE INSURANCE COMPANY

By _____
Its _____

PROVIDENT MUTUAL LIFE INSURANCE
COMPANY OF PHILADELPHIA

By _____
Its _____

THE OHIO NATIONAL LIFE INSURANCE
COMPANY

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized as of the date and year first written above.

LESSEE AND
REBUILDER:

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

By _____
Its _____

[CORPORATE SEAL]

ATTEST:

Assistant Secretary

LESSOR:

FIRST MARYLAND LEASECORP

By *[Signature]*
Its _____

SECURITY TRUSTEE:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Security Trustee

By _____
Its _____

NOTE PURCHASERS:

NATIONWIDE LIFE INSURANCE COMPANY

By _____
Its _____

PROVIDENT MUTUAL LIFE INSURANCE
COMPANY OF PHILADELPHIA

By _____
Its _____

THE OHIO NATIONAL LIFE INSURANCE
COMPANY

By _____
Its _____

THE UNION LABOR LIFE INSURANCE
COMPANY

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

MICHIGAN LIFE INSURANCE COMPANY

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

MINNEAPOLIS TEACHERS' RETIREMENT
FUND ASSOCIATION

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

MUTUAL SERVICE LIFE INSURANCE COMPANY

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

WEST COAST LIFE INSURANCE COMPANY

By CHAPMAN AND CUTLER
Its Agent and Attorney in fact

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

On this _____ day of _____, 1979,
before me personally appeared _____,
to me personally known, who being by me duly sworn, says that he
is the _____ of First Maryland Leasecorp, a
Maryland corporation, that said instrument was signed and sealed
on behalf of said association 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:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18th day of January⁸⁰, 1979,
before me personally appeared D. N. Melin,
to me personally known, who being by me duly sworn, says that he
is the Treasurer of Illinois Central Gulf 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.

Virginia F. Standen
NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires: May 4, 1980

STATE OF MARYLAND)
CITY) SS
COUNTY OF BALTIMORE)

On this 19th day of FEBRUARY, ~~1979~~, 1980,
before me personally appeared MICHAEL T. PYLES,
to me personally known, who being by me duly sworn, says that he
is the VICE PRESIDENT of First Maryland Leasecorp, a
Maryland corporation, that said instrument was signed and sealed
on behalf of said association 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.

Delvach Anna Keener
NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires: 7/1/82

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1979,
before me personally appeared _____,
to me personally known, who being by me duly sworn, says that he
is the _____ of Illinois Central Gulf 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.

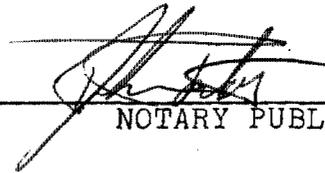
NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires:

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 22nd day of January, 1980, before me personally appeared John R. Sadeh, to me personally known, who being by me duly sworn, says that he is the Trust Administrator of FIRST SECURITY BANK OF UTAH, N.A., 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.



NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires:

9-7-82