

CHICAGO AND  TRANSPORTATION COMPANY

RECORDATION NO. 14987-B Filed 1425

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

JUL 6 1987 - 11 25 AM No. 7-187A021

312/559-6158

INTERSTATE COMMERCE COMMISSION

JUL 6 1987

July 2, 1987

Fee \$ 10.00

File No. A-12749 (L-411)

ICC Washington, D.C.

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

Re: Equipment Lease Agreement dated June 15, 1986, between Greyhound Leasing & Financial Corporation and Chicago and North Western Transportation Company, Recordation No. 14987, and Amendment #1 dated November 1, 1986, assigned Recordation No. 14987-A.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment #2, dated April 1, 1987, amending Section 3 and Schedule B of the above lease agreement.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.
2. Greyhound Leasing & Financial Corporation, Greyhound Tower, Phoenix, Arizona 85006 ATTN: V.P., Risk Manager-Commercial Finance.

Enclosed is a check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely

Lisa M. Fanelli

Lisa M. Fanelli
Assistant Secretary

Enclosure

cc: J. E. Voldseth
J. G. Marski
R. A. Jahnke
D. E. Stockham
M. H. Shumate
Arthur Anderson & Co. (Paul Keglevic)
f-cs37kar1

MOTOR OPERATOR UNIT
JUL 6 11 21 AM '87
OFFICE OF THE SECRETARY

Counterparts - Aug Alcock

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/6/87

Chicago And Northwestern Transportation Company
One North Western Center
Chicago, Illinois 60606

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 7/6/87 at 11:25 AM, and assigned re-
recording number(s).

I4987-B

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

JUL 6 1987 - 11 25 AM

AMENDMENT NO. 2 TO EQUIPMENT LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

Amendment No. 2 to Equipment Lease Agreement ("Amendment No. 2") as of the 1st day of April 1987, Greyhound Financial Corporation formerly known as Greyhound Leasing & Financial Corporation ("Lessor") and Chicago and North Western Transportation Company ("Lessee"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby confirm and agree as follows:

1. In accordance with the provisions of Section 3 of that certain Equipment Lease Agreement dated as of June 15, 1986 between Lessor and Lessee ("Lease"), Lessor and Lessee hereby confirm and agree that the Lease is hereby amended as follows:

(a) The second sentence of the first paragraph of Section 3 of the Lease is hereby amended to read in its entirety as follows:

"The Lessee shall pay to the Lessor for each Item of Equipment leased hereunder thirty-two rental payments during the Base Lease Term, the first sixteen quarterly rental payments to equal 3.35453% and the last sixteen quarterly rental payments to equal 4.09998%, in each case of the cost of each Item of Equipment as referenced on the applicable Certificate of Inspection and Acceptance for such Item of Equipment (the "Cost")."

(b) Schedule B to the Lease is hereby amended to read in its entirety as set forth on Exhibit A to this Amendment No. 2, attached hereto and incorporated herein.

2. Except as otherwise defined herein or unless the context otherwise requires, terms used in this Amendment No. 2 shall have the meaning given to them in the Lease.

3. Lessor and Lessee agree from time to time through the Term and any renewal term of the Lease to execute such additional documents and to perform such further acts as may be reasonably requested by the other party in order to carry out and effectuate the purposes and intent of the Lease.

4. Lessor and Lessee hereby ratify and confirm the Lease, as amended hereby, in all respects; and, as amended hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the day and year first above written.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, "Lessee"

GREYHOUND FINANCIAL CORPORATION, "Lessor"

By: [Signature] Name: T.A. Tinglett Title: Vice President - Finance

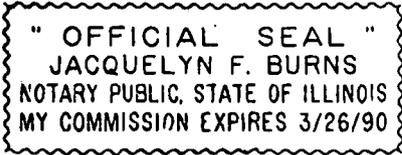
By: [Signature] Name: James L. Nova Title: Vice President

ATTEST: By: [Signature] Name: W.D. Anderson Title: Asst. Vice President - Finance

ATTEST: By: [Signature] Name: Barry M. Hornstein Title: Senior Attorney

STATE OF ILLINOIS)
COUNTY OF COOK) ss

On this 5th day of June, 1987, before me personally appeared T.A. Tondello & W.D. Anderson to me personally known, who signed the foregoing instrument on this day and, being by me duly sworn, says that he is a Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION 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.



Jacquelyn F. Burns
Notary Public

(Notarial Seal)

My Commission Expires:

3/26/90

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

On this 2 day of June, 1987, before me personally appeared JAMES L. NOVA, to me personally known, who signed the foregoing instrument on this day and, being by me duly sworn, says that he is a Vice President of GREYHOUND FINANCIAL CORPORATION, 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.

Joana Z. Ellis
Notary Public

(Notarial Seal)

My Commission Expires:

My Commission Expires Nov. 29, 1988

EXHIBIT A
TO
AMENDMENT NO. 2

REVISED SCHEDULE "B"

(Schedule of Stipulated Loss Values)

The Stipulated Loss Value of each Item of Equipment shall be the percentage of Lessor's Cost of such Item of Equipment set forth opposite the applicable Rental Payment Date:

<u>To and Excluding Rent Payment No.</u>	<u>Percentage of Cost</u>
1	105.44
2	103.89
3	102.32
4	100.72
5	99.10
6	97.44
7	95.76
8	94.05
9	92.31
10	90.54
11	88.74
12	86.91
13	85.04
14	83.14
15	81.22
16	79.25
17	77.26
18	74.47
19	71.64
20	68.75
21	65.81
22	62.83
23	59.79
24	56.70
25	53.55
26	50.35
27	47.09
28	43.78
29	40.41
30	36.97
31	33.48
32	29.92
Thereafter	26.00

Rentals are payable quarterly in arrears and therefore the Scheduled Rentals will be payable at time of payment of Stipulated Loss Values