

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 13455-B Filed 1425

AUG 1 1984 - 3 20 PM

RECORDATION NO. 13455-A Filed 1425

AUG 1 1984 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and four counterparts of a First Amendment to Equipment Lease dated as of January 1, 1982 and a Second Amendment to Equipment Lease dated as of April 1, 1984. The Equipment Lease to which said First Amendment and Second Amendment relate is dated as of January 1, 1982 and was filed with your office at 3:25 P.M. on January 28, 1982 and given Recordation No. 13455. Said First Amendment and Second Amendment are secondary documents.

A general description of the railroad equipment 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:

Lessors: IC Equipment Leasing Company
111 East Wacker Drive
Chicago, Illinois 60601

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

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

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

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

A short summary of the enclosed secondary documents to appear in the Index follows:

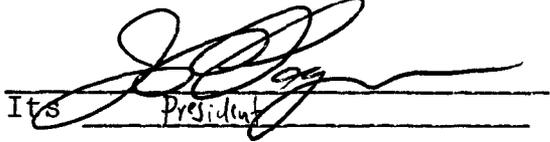
First Amendment to Equipment Lease between IC Equipment Leasing Company, as Lessor, 111 East Wacker Drive, Chicago, Illinois 60601, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 12 locomotives and 382 open top hopper cars.

Second Amendment to Equipment Lease between IC Equipment Leasing Company, as Lessor, 111 East Wacker Drive, Chicago, Illinois 60601, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 12 locomotives and 382 open top hopper cars.

Very truly yours,

IC EQUIPMENT LEASING COMPANY

By


Its President

LESSOR AS FORESAID

Enclosures

RECORDATION NO. 13455-^B Filed 1422

AUG 1 1984 -3 50 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO EQUIPMENT LEASE

Dated as of April 1, 1984

between

IC EQUIPMENT LEASING COMPANY

LESSOR

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(I.C.G. No. 82-1 Debt Repricing)
(12 Locomotives and 382 Open
Top Hopper Cars)

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of April 1, 1984 is between IC Equipment Leasing Company (the "Lessor") and Illinois Central Gulf Railroad Company, a Delaware corporation (the "Lessee").

R E C I T A L S:

A. The Lessor and the Lessee have heretofore executed and delivered an Equipment Lease dated as of January 1, 1982 and a First Amendment thereto dated as of January 1, 1982 (together the "Original Equipment Lease") pursuant to which the Lessor leased to the Lessee 12 Rebuilt SW-14 Diesel Electric Locomotives, marked and numbered ICG 1500 through 1511, both inclusive, and 382 100-ton Open Top Hopper Cars, marked and numbered ICG 388000 through 388381, both inclusive, more fully described in Schedule A hereto (the "Equipment").

B. The Original Equipment Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on January 28, 1982 at 3:25 P.M. and was given Recordation No. 13455.

C. The Original Equipment Lease was entered into as part of a leveraged lease financing of the Equipment more fully provided for in a Participation Agreement dated as of January 1, 1982 (the "Participation Agreement") among the Lessor, the Lessee and Harris Trust and Savings Bank (the "Note Purchaser") pursuant to which the Lessor acquired the Equipment by application of sums advanced by it and the proceeds of sale of Secured Notes (the "Original Notes") of the Lessor sold to the Note Purchaser.

D. At the time the parties thereto entered into the Participation Agreement it was contemplated that the Lessor would, at the request of the Lessee, refinance the Original Notes by the sale of Notes bearing a fixed rate of interest.

E. In lieu of such a fixed rate refinancing (which is now contemplated to take place at a later date), the Lessee and the Lessor have agreed to the repricing of the interest payable on the loan evidenced by the Original Notes through the period ending April 1, 1986 and to evidence such revision by issuing in exchange for the Original Notes its new Secured Notes (the "Notes").

F. In order to provide for the exchange of the Original Notes for the Notes, the Lessor, the Lessee and the Note Purchaser propose to enter into a Debt Repricing Agreement dated as of April 1, 1984 (the "Debt Repricing Agreement").

G. In order to induce the Note Purchaser to enter into the Debt Repricing Agreement and to complete such exchange

thereunder, the Lessor and the Lessee desire to amend the Original Equipment Lease as hereinafter set forth.

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee agree that the Original Equipment Lease shall be deemed to be and is hereby amended upon the execution and delivery of this Second Amendment as follows:

1. Recital B of the Original Equipment Lease shall be amended so that the defined terms "Notes" and "Security Agreement" shall be deleted.

2. The Original Equipment Lease shall be amended by the addition thereto of a new Recital C reading as follows:

"C. The Lessee and the Lessor have entered into a Debt Repricing Agreement dated as of April 1, 1984 (the 'Debt Repricing Agreement') with the Note Purchaser providing for a revision of the method for determining the interest rate payable on the Secured Notes of the Lessor originally issued pursuant to the Participation Agreement and, to evidence such revision, to exchange said originally issued Notes for the Secured Notes of the Lessor (the 'Notes') bearing interest at a variable rate as set forth therein. The Debt Repricing Agreement provides that the Notes will be secured by the Collateral granted to the Note Purchaser pursuant to the Security Agreement dated as of January 1, 1982 from the Lessor to the Note Purchaser, as amended by the First Amendment to Security Agreement dated as of April 1, 1984 (said Security Agreement, as amended, being hereinafter referred to as the 'Security Agreement')."

3. Section 2.1(c) of the Original Equipment Lease is amended by adding new clauses (3) and (4) thereto reading as follows:

"(3) All amounts payable under Sections 2.2 through 2.7, both inclusive, of the Debt Repricing Agreement to the Note Purchaser plus any amount necessary to hold the Lessor harmless on an after-tax basis from all taxes required to be paid by the Lessor with respect to such payment under the laws of any federal, state or local government or taxing authority, or under the laws of any taxing authority or governmental subdivision of a foreign country, net of any tax benefit realized by the Lessor by reason of such payment; and

(4) All amounts, if any, payable under Section 2.8 of the Debt Repricing Agreement by the Lessee.

and by deleting the word "and" following the semicolon in clause (1) thereof and by replacing the period following clause (2) thereof with ";".

4. Section 2.2 of the Original Equipment Lease shall be amended by adding a new sentence following the second sentence thereof reading as follows:

"The installments of Additional Rental due pursuant to Section 2.1(c)(1) shall be paid on the installment payment dates specified in said Section 2.1(c)(1)."

The then next following sentence of said Section 2.2 (originally the third sentence thereof) shall be amended so that the Section reference therein reads "Section 2.1(c)(2), (3) or (4)".

5. The final paragraph of Section 2.3 of the Original Equipment Lease shall be amended so that references therein to "Section 7 of the Participation Agreement" shall be followed by the words "and Section 6 of the Debt Repricing Agreement".

6. Sections 14.1(c) and (d) shall be amended so that each reference therein to "the Participation Agreement" shall be followed by the words "and the Debt Repricing Agreement".

7. The first and second sentences of Section 19 of the Original Equipment Lease shall be amended so that each reference to the date "April 1, 1984" is amended to read "April 1, 1986".

8. Sections 20(a)(iii) and (v) of the Original Equipment Lease shall be amended by adding immediately following each reference to "the Notes" the phrase "or the Secured Notes issued pursuant to the Participation Agreement."

9. Section 21.2 of the Original Equipment Lease shall be amended so that each reference to the date "April 1, 1984" appearing in the third sentence thereof is amended to read "April 1, 1986".

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

This Second Amendment shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

This Second 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 instrument.

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

[CORPORATE SEAL]

ATTEST:

W. B. Moore
Secretary

IC EQUIPMENT LEASING COMPANY

By [Signature]
Its President

ILLINOIS CENTRAL GULF
RAILROAD COMPANY

[CORPORATE SEAL]

ATTEST:

W. H. Sandus
Assistant Secretary

By [Signature]
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of July, 1984, before me personally appeared J. P. Fagan, to me personally known, who being by me duly sworn, says that he is a President of IC EQUIPMENT LEASING 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.

Deborah Lewis
Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires April 28, 1986

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of July, 1984, before me personally appeared H. E. Konker, to me personally known, who being by me duly sworn, says that he is a Vice President 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.

Michael J. Ciger
Notary Public

[NOTARIAL SEAL]

My commission expires: January 27, 1986

DESCRIPTION OF ITEMS OF EQUIPMENT

Term Lease Commencement Date: April 1, 1982

Outside Delivery Date: March 31, 1982

Place of Delivery: Paducah, Kentucky
(for Locomotives)

Centralia, Illinois
(for Hopper Cars)

Description of Hopper Cars: 382 100-Ton Open Top Hopper Cars
Marked and Numbered ICG 388000
through ICG 388381, inclusive

Description of Locomotives: 12 SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1500 through ICG 1511,
inclusive

(I.C.G. 82-1)

SCHEDULE A
(to Second Amendment to Equipment Lease)