

CHICAGO AND



TRANSPORTATION COMPANY

January 26, 1984

RECORDATION NO. 14038 Filed 1425

File No. A-12006

FEB 1 1984 - 9 15 AM

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER
(312) 559-6165

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Re: Equipment Lease Agreement dated as of June 1, 1983 between Marine Midland Leasing Corporation, as Lessor and Chicago and North Western Transportation Company, as Lessee assigned Recordation No. 14038 on June 13, 1983.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment No. 3 dated as of December 23, 1983, whereby the parties of the original agreement consent to amending Paragraph 3 of Page 4 regarding Rentals, Schedule B and Schedule C of the Equipment Lease Agreement.

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

Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606

Marine Midland Leasing Corporation, One Marine Midland Center, Buffalo, New York 14240.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please assign a sequential recordation number. Also, please retain one counterpart for your files and return the remaining counterparts each showing your recordation data.

Yours very truly,

C. Dunlop de Backwood

J. S. Edwards
Assistant Secretary

cc: R. D. Smith
M. R. Jeske

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REGISTRATION NO. 14038-C
Filed 1428

FEB 1 1984 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT # 3
to
Equipment Lease Agreement
dated as of
June 1, 1983
between
Marine Midland Leasing Corporation
and
Chicago and North Western Transportation Company

This Amendment is dated as of December 27, 1983 by and between Marine Midland Leasing Corporation ("Lessor") and Chicago and North Western Transportation Company ("Lessee") and amends the Equipment Lease Agreement referenced in the caption above as amended by Amendment # 1 dated as of October 15, 1983 and by Amendment # 2 dated as of November 17, 1983 ("Lease") (those capitalized terms which are not defined herein shall have those meanings ascribed to them in the Lease).

WHEREAS, Paragraph 3B of the Lease provides for adjustments to rentals and stipulated loss and termination values if the average of all Closing Dates, weighted as set forth therein, is other than September 1, 1983; and

WHEREAS, the average of all Closing Dates was September 26, 1983;

NOW THEREFORE, in consideration of the Lease and the rentals to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. Rentals. The first sentence of the first paragraph of Paragraph 3 (page 4 of the Lease) is hereby amended to read as follows:

"The Lessee agrees to pay the Lessor for each Item of Equipment leased hereunder twenty rental payments during the Base Lease Term, such payments for the first ten rental payments to equal 6.34636% 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") and to equal for the second ten rental payments, 7.75666% of the Cost of each Item of Equipment".

2. Schedule "B". Schedule "B" to the Lease, containing stipulated loss values for the leased Equipment, is hereby amended by deletion of the previous schedule and substitution of the Revised Schedule "B" attached hereto and hereby made a part hereof.

3. Schedule "C". Schedule "C" to the Lease, containing economic loss values for the leased Equipment, is hereby amended by deletion of the previous schedule and substitution of the Revised Schedule "C" attached hereto and hereby made a part hereof.

All other terms and conditions of the Lease remain unamended hereby and in full force and effect.

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

LESSOR: MARINE MIDLAND LEASING CORPORATION

LESSEE: CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By: *Paul M. Scjandra*
Paul M. Scjandra

By: *J. B. Engloff*

Its: President

Its: Vice President - Finance

[Corporate Seal]

[Corporate Seal]

ATTEST:

ATTEST:

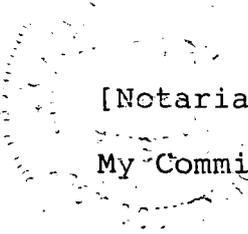
[Signature]
Assistant Secretary

[Signature]
Assistant Secretary

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 17th day of January, 1984, before me personally appeared T. A. TINGLOFF, 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.

Marcia Z. Bevens
Notary Public



[Notarial Seal]

My Commission expires: 9/12/87

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

On this 30th day of December, 1983, before me personally appeared Paul M. Sciandra, to me personally known, who signed the foregoing instrument on this day and being by me duly sworn, says that he is President of MARINE MIDLAND LEASING 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.

Lawrence C. Handzlik
Notary Public



[Notarial Seal]

My Commission expires:

LAWRENCE C. HANDZLIK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1985

(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>Rental Payment Date</u>	<u>Stipulated Loss Value</u>
July 1, 1984	106.8957147
January 1, 1985	107.6196913
July 1, 1985	104.4088249
January 1, 1986	104.0581433
July 1, 1986	99.8406301
January 1, 1987	98.4522801
July 1, 1987	93.1531506
January 1, 1988	90.6373750
July 1, 1988	84.3086267
January 1, 1989	81.1985911
July 1, 1989	73.1744083
January 1, 1990	68.2965288
July 1, 1990	63.1725394
January 1, 1991	57.8424746
July 1, 1991	52.2689426
January 1, 1992	46.4725252
July 1, 1992	40.4128894
January 1, 1993	34.1097805
July 1, 1993	27.5219933
January 1, 1994	20.6683646

(Schedule of Economic Loss Values)

The Economic 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>Rental Payment Date</u>	<u>Economic Loss Value</u>
July 1, 1984	105.5366303
January 1, 1985	101.9800411
July 1, 1985	101.2575780
January 1, 1986	96.6901694
July 1, 1986	95.0189731
January 1, 1987	89.4777141
July 1, 1987	86.7964296
January 1, 1988	80.2074961
July 1, 1988	76.5676236
January 1, 1989	69.4052377
July 1, 1989	64.0538705
January 1, 1990	58.4827284
July 1, 1990	52.6696106
January 1, 1991	46.6497512
July 1, 1991	40.3903586
January 1, 1992	33.9095737
July 1, 1992	27.1721041
January 1, 1993	20.1954524
July 1, 1993	12.9436644
January 1, 1994	5.4335562