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October 12, 1989

OCT 12 1989 -3 45 PM

RECORDATION NO 16428-A FILED 145

OFFICES IN WASHINGTON, D. C. NEW YORK NEW JERSEY

HAND DELIVERED

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee Secretary Interstate Commerce Commission 12th & Constitution Avenue Washington, D.C. 20423

9-285A037

69 OCT 12 5 33 PM '89

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C Section 11303(a) are two (2) originally executed copies of Amendment No. 1 dated as of October 6, 1989 (the "Amendment No. 1"), relating to a Lease Agreement dated as of July 14, 1989 (the "Lease Agreement"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on July 14, 1989, under Recordation No. 16428, which Lease Agreement is a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Amendment are:

Lessor: Chase Manhattan Service Corporation South 61 Paramus Road Paramus, New Jersey 07652

Lessee: Chicago and North Western Transportation Company 165 North Canal Street Chicago, Illinois 60606

A description of the railroad equipment covered by the Amendment is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is our check in the amount of \$13.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a file-stamped copy of the enclosed document to Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver,

Handwritten signatures and initials on the left margin.

1600 Maryland National Bank Building, 10 Light Street, Baltimore,  
Maryland 21202.

A short summary of the enclosed Amendment to appear in  
the Commission's index is:

Amendment No. 1 to Lease Agreement dated as of July  
14, 1989, between Chase Manhattan Service Corporation,  
Lessor, and Chicago and North Western Transportation  
Company, Lessee, covering 30 General Electric Model-8-40C  
400 HP dual electric locomotives.

Very truly yours,



Patrick K. Cameron

PKC/pml  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/13/89

OFFICE OF THE SECRETARY

Patrick K Cameron  
Ober Kaler Grimes & Shriver  
1600 Maryland National Bank Building  
10 Light Street  
Baltimore, Maryland 21202

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 10/12/89 at 3:45pm and assigned recordation number(s): 16428-A 16428-B & 16428-C

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

DESCRIPTION OF UNITS

30 General Electric Model Dash 8-40C 4000 HP Diesel Electric Locomotives with the following respective road numbers:

Chicago and North Western Transportation Company  
Road Numbers

CNW 8501  
CNW 8502  
CNW 8503  
CNW 8504  
CNW 8505  
CNW 8506  
CNW 8507  
CNW 8508  
CNW 8509  
CNW 8510  
CNW 8511  
CNB 8512  
CNW 8513  
CNW 8514  
CNW 8515  
CNW 8516  
CNW 8517  
CNW 8518  
CNW 8519  
CNW 8520  
CNW 8521  
CNW 8522  
CNW 8523  
CNW 8524  
CNW 8525  
CNW 8526  
CNW 8527  
CNW 8528  
CNW 8529  
CNW 8530

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## INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 dated as of October 6, 1989 (this "Amendment") to LEASE AGREEMENT dated as of July 14, 1989 (the "Lease") between CHASE MANHATTAN SERVICE CORPORATION, as Lessor ("the Lessor") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as Lessee (the "Lessee").

## W I T N E S S E T H:

WHEREAS, the Lease was filed with the Interstate Commerce Commission on July 14, 1989, 11:15 A.M. under Recordation No. 16428;

WHEREAS, Section 20.2 of the Lease provides for the execution and delivery of documents in order to effect changes and modifications thereto;

WHEREAS, the Lessor and the Lessee wish to provide for adjustments in the Basic Lease Percentages and Stipulated Loss Values set forth in Schedules 1 and 2 of the Lease, respectively;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Amendments. The Lease is hereby amended, effective as of the date hereof, as follows:

A. The percentage "1%" appearing in clause (ii) of Section 3.4 is hereby deleted, and the percentage "0%" is substituted therefor.

B. Schedule 1 is deleted in its entirety and a new Schedule 1 in the form of Schedule 1 attached hereto is substituted therefor.

C. Schedule 2 is deleted in its entirety, and a new Schedule 2 in the form of Schedule 2 attached hereto is substituted therefor.

SECTION 2. Purchase Price. The Lessee acknowledges and confirms that the Purchase Price for each Unit was \$1,332,677.03.

SECTION 3. Miscellaneous. Except as otherwise specified in this Amendment, the Lease shall remain in all respects unchanged and in full force and effect. THIS AMENDMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Amendment may be executed by the parties hereto

in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Amendment to be duly executed and sealed by one of their respective officers thereunto authorized, as of the day and year first above written.

CHASE MANHATTAN SERVICE CORPORATION, as Lessor

By Thomas P. Gersner [SEAL]  
Title: VICE PRESIDENT

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,  
as Lessee

By \_\_\_\_\_ [SEAL]  
Title:

in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Amendment to be duly executed and sealed by one of their respective officers thereunto authorized, as of the day and year first above written.

CHASE MANHATTAN SERVICE CORPORATION, as Lessor

By Thomas P. Gerster [SEAL]  
Title: VICE PRESIDENT

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as Lessee

By J. E. Volkert [SEAL]  
Title: Vice President Finance







SCHEDULE 1 TO LEASE

LEASE PAYMENT  
DATE

STIPULATED LOSS VALUES \*

2 Jan 1990	104.47270862
2 Jul 1990	105.22232099
2 Jan 1991	105.72300235
2 Jul 1991	106.00038215
2 Jan 1992	106.08358412
2 Jul 1992	105.99268880
2 Jan 1993	105.75156040
2 Jul 1993	105.37082470
2 Jan 1994	104.87072131
2 Jul 1994	104.24897413
2 Jan 1995	103.50356490
2 Jul 1995	102.62872222
2 Jan 1996	101.62152393
2 Jul 1996	100.48610950
2 Jan 1997	99.25248282
2 Jul 1997	97.92455091
2 Jan 1998	96.53853835
2 Jul 1998	95.08440398
2 Jan 1999	93.57144126
2 Jul 1999	90.89916541
2 Jan 2000	88.12510468
2 Jul 2000	85.23326471
2 Jan 2001	82.23421272
2 Jul 2001	79.11127166
2 Jan 2002	75.87999236
2 Jul 2002	72.52342708
2 Jan 2003	69.05788221
2 Jul 2003	65.46394308
2 Jan 2004	61.75337159
2 Jul 2004	57.90590946
2 Jan 2005	53.93302396
2 Jul 2005	49.81415197
2 Jan 2006	45.56044538
2 Jul 2006	41.15101472
2 Jan 2007	36.59667422
2 Jul 2007	31.87618506
2 Jan 2008	27.00000000

\* expressed as a percentage of the Purchase Price for each Unit.

SCHEDULE 2 TO LEASE

Lease Rental Payments:

1 - 18 ● 4.91757102%

19 - 36 ● 6.01036458%