

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

4-361A066

No.

DEC 26 1984

RECORDATION NO. 14421-E

DEC 26 1984 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL MAURICE T. MOORE

TELEPHONE 212 422-3000

TELEX RCA 233663 WUD 125547 WUI 620976

CABLE ADDRESSES CRAVATH, N. Y. CRAVATH, LONDON E. C. 2

2 HONEY LANE, CHEAPSIDE LONDON EC2V 8BT, ENGLAND TELEPHONE: 1-606-1421 TELEX: 8614901 RAPIFAX/INFOTEC: 1-606-1425

RALPH L. McAFEE HENRY W. DEKOSMIAN ALLEN F. MAULSBY STEWARD R. BROSS, JR. HENRY P. RIORDAN JOHN R. HUPPER SAMUEL C. BUTLER WILLIAM J. SCHRENK, JR. BENJAMIN F. CRANE JOHN F. HUNT GEORGE J. GILLESPIE, III RICHARD S. SIMMONS WAYNE E. CHAPMAN THOMAS D. BARR MELVIN L. BEDRICK GEORGE T. LOWY ROBERT ROSENMAN JAMES H. DUFFY ALAN J. HRUSKA JOHN E. YOUNG JAMES M. EDWARDS DAVID G. ORMSBY DAVID L. SCHWARTZ RICHARD J. HIEGEL CHRISTINE BESHAR ROBERT S. RIFKIND DAVID BOIES DAVID O. BROWNWOOD

PAUL M. DODYK RICHARD M. ALLEN THOMAS R. BROME ROBERT D. JOFFE ROBERT F. MULLEN RONALD S. ROLFE JOSEPH R. SAHID PAUL C. SAUNDERS MARTIN L. SENZEL DOUGLAS D. BROADWATER ALAN C. STEPHENSON RICHARD L. HOFFMAN JOSEPH A. MULLINS MAX R. SHULMAN WILLIAM P. DICKEY STUART W. GOLD JOHN W. WHITE JOHN E. BEERBOWER EVAN R. CHESLER PATRICIA GEDDHEGAN D. COLLIER KIRKHAM MICHAEL L. SCHLER DANIEL P. CUNNINGHAM KRIS F. HEINZELMAN B. ROBBINS KIESSLING ROGER D. TURNER PHILIP A. GELSTON RORY O. MILLSON

December 21, 1984

Amendment Agreement Dated as of December 15, 1984
Amending Reconstruction and Conditional Sale Agreement Filed
under Recordation No. 14421, Transfer Agreement Filed under
Recordation No. 14421-A and Hulk Purchase
Agreement Filed under Recordation No. 14421-D

Dear Mr. Bayne:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement dated as of December 15, 1984, among Grand Trunk Western Railroad Company, as Lessee or Builder or Seller, Mercantile-Safe Deposit and Trust Company, as Agent, and Whirlpool Leasing Services, Inc., as Vendee.

The Amendment Agreement amends a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984, previously filed and recorded with the Interstate Commerce Commission on September 6, 1984, at 10:30 a.m., Recordation Number 14421, a Transfer Agreement dated as of August 15, 1984, previously filed and recorded as above with the Interstate Commerce Commission on September 6, 1984, at 10:30 a.m., Recordation Number 14421-A and a Hulk Purchase Agreement dated as of August 15, 1984, previously filed and recorded as above with the Interstate Commerce Commission on

C. H. Harrison
14421-E
Academy

September 6, 1984, at 10:30 a.m., Recordation
Number 14421-D.

The Amendment Agreement amends the Reconstruction and Conditional Sale Agreement, the Transfer Agreement and the Hulk Purchase Agreement to correct the prefix to certain Railroad Numbers on the schedules to the Documents.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 14421-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Grand Trunk Western
Railroad Company

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

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

12/26/84

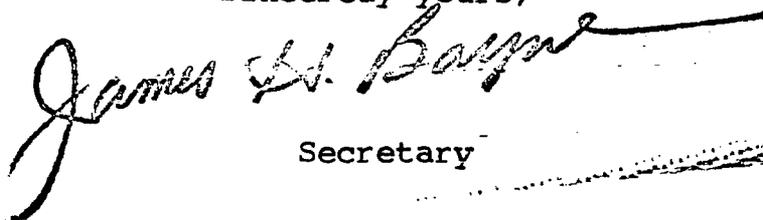
OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore)
One Chase Manhattan Plaza
New York, N.Y. 10005

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 12/26/84 at 12:30pm and assigned re-
recording number (s). 14421-E

Sincerely yours,


Secretary

Enclosure (s)

RECORDATION NO. 14421-E
Filed 1985

[CS&M Ref. 1698-111]

DEC 26 1984 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 15, 1984, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation.

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of August 15, 1984 (the "Transfer Agreement");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of August 15, 1984 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 6, 1984, at 3:35 p.m., recordation number 14421 and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 7, 1984, at 10:30 a.m.;

WHEREAS the parties hereto now desire to amend the Documents to correct the prefix to certain Railroad Numbers on the schedules to the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and the columns on Exhibit 1 hereto is hereby substituted therefor.

2. The column with the heading "Lessee's Road Numbers" to Annex I to the Transfer Agreement is hereby deleted and the column on Exhibit 2 hereto is hereby substituted therefor.

3. The column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and the column on Exhibit 3 hereto is hereby substituted therefor.

4. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

5. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCA.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized

officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD COMPANY,

by *E. C. Oppenheimer*
Vice President

[Corporate Seal]

Attest:

E. S. Fontaine
Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Vice President

[Seal]

Attest:

Corporate Trust Officer

WHIRLPOOL LEASING SERVICES, INC.,

by _____
Vice President

[Corporate Seal]

Attest:

Vice President

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this day of December 1984, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the 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 MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this *19th* day of December 1984, before me personally appeared *E.C. OPPERTHAUSER*, to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN 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.

Ruth A. Serra

Notary Public

[Notarial Seal]

My Commission Expires *3/24/86*

RUTH A. SERRA
Notary Public, Wayne County, MI
My Commission Expires Mar. 24, 1985

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

<u>Old Railroad Nos. (Inclusive)</u>	<u>New Railroad Nos. (Inclusive)</u>
GTW 5905-5906 5908-5911 5915 5918-5919	GTW 5905-5906 5908-5911 5915 5918-5919
DTI 6250-6251	GTW 6250-6251
DTI 6205 6208-6210 6212	GTW 6205 6208-6210 6212
GTW 4432-4434 4438	GTW 4432-4434 4438

TRANSFER AGREEMENT

ANNEX I

Lessee's
Road Numbers

GTW
5905-5906
5908-5911
5915
5918-5919

DTI
6250-6251

DTI
6205
6208-6210
6212

GTW
4432-4434
4438

HULK PURCHASE AGREEMENT

EXHIBIT A

Lessee's
Road Numbers

GTW 5905-5906
5908-5911
5915
5918-5919

DTI 6250-6251

DTI 6205
6208-6210
6212

GTW 4432-4434
4438

AMENDMENT AGREEMENT dated as of December 15, 1984, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation.

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of August 15, 1984 (the "Transfer Agreement");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of August 15, 1984 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 6, 1984, at 3:35 p.m., recordation number 14421 and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 7, 1984, at 10:30 a.m.;

WHEREAS the parties hereto now desire to amend the Documents to correct the prefix to certain Railroad Numbers on the schedules to the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and the columns on Exhibit 1 hereto is hereby substituted therefor.

2. The column with the heading "Lessee's Road Numbers" to Annex I to the Transfer Agreement is hereby deleted and the column on Exhibit 2 hereto is hereby substituted therefor.

3. The column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and the column on Exhibit 3 hereto is hereby substituted therefor.

4. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

5. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized

officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by



Vice President



[Seal]

Attest:



Corporate Trust Officer

WHIRLPOOL LEASING SERVICES, INC.,

by

Vice President

[Corporate Seal]

Attest:

Vice President

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this 20th day of December 1984, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the 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.

Patricia A. Conn
Notary Public

[Notarial Seal]

My Commission Expires 7-1-86



STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of December 1984, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN 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

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

<u>Old Railroad Nos. (Inclusive)</u>	<u>New Railroad Nos. (Inclusive)</u>
GTW 5905-5906 5908-5911 5915 5918-5919	GTW 5905-5906 5908-5911 5915 5918-5919
DTI 6250-6251	GTW 6250-6251
DTI 6205 6208-6210 6212	GTW 6205 6208-6210 6212
GTW 4432-4434 4438	GTW 4432-4434 4438

TRANSFER AGREEMENT

ANNEX I

Lessee's
Road Numbers

GTW
5905-5906
5908-5911
5915
5918-5919

DTI
6250-6251

DTI
6205
6208-6210
6212

GTW
4432-4434
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HULK PURCHASE AGREEMENT

EXHIBIT A

Lessee's
Road Numbers

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DTI 6205
6208-6210
6212

GTW 4432-4434
4438

AMENDMENT AGREEMENT dated as of December 15, 1984, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation.

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of August 15, 1984 (the "Transfer Agreement");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of August 15, 1984 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 6, 1984, at 3:35 p.m., recordation number 14421 and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 7, 1984, at 10:30 a.m.;

WHEREAS the parties hereto now desire to amend the Documents to correct the prefix to certain Railroad Numbers on the schedules to the Documents;

NOW, THEREFORE, the parties hereto agree as follows:

1. The column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and the columns on Exhibit 1 hereto is hereby substituted therefor.

2. The column with the heading "Lessee's Road Numbers" to Annex I to the Transfer Agreement is hereby deleted and the column on Exhibit 2 hereto is hereby substituted therefor.

3. The column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and the column on Exhibit 3 hereto is hereby substituted therefor.

4. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

5. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

7. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this _____ day of December 1934, before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the 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 MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this _____ day of December 1934, before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WAREHOUSE AND WAREHOUSE 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.

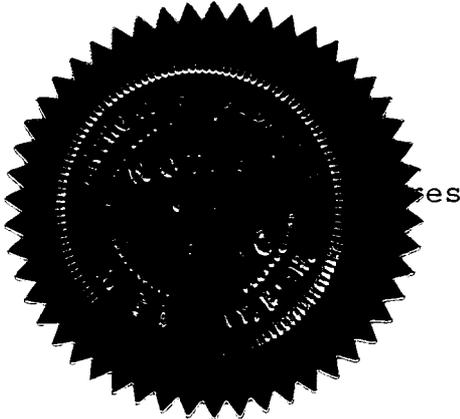
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this *20th* day of December 1984, before me personally appeared *Richard Zimojski*, to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and 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.



Anthony S. Albanese

Notary Public

ANTHONY S. ALBANESE
Notary Public, Wayne County, MI
My Commission Expires June 17, 1985
Acting in Oakland Co.

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

<u>Old Railroad Nos. (Inclusive)</u>	<u>New Railroad Nos. (Inclusive)</u>
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