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FILED
DEC 1 1999 3-21PM
ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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OF COUNSEL
URBAN A. LESTER

December 1, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of Amendment to Lease, dated as of November 30, 1999 and three (3) copies of a Memorandum of Collateral Assignment of Lease, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Lease Agreement previously filed with the Board under Recordation Number 21311.

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

Memorandum of Amendment to Lease

Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Lessee: Progress Rail Services Corporation
d/b/a/ Progress Rail Canada
1000 Sherbrooke Street West, 24th Floor
Montreal, Quebec
Canada H3H 2R9

Mr. Vernon A. Williams
December 1, 1999
Page 2

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Memorandum of Collateral Assignment

Assignor: Progress Rail Services Corporation
d/b/a Progress Rail Canada
1000 Sherbrooke Street West, 24th Floor
Montreal, Quebec
Canada H3H 2R9

Assignee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed document is:

- 140 railcars : ~~CN~~ 624300 through CN 624439
- 160 railcars : CN 624440 through CN 624599
- 19 railcars : ~~CN~~ 406100 through ~~CN~~ 406118
CNA *CNA*

Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

MEMORANDUM OF COLLATERAL ASSIGNMENT OF LEASE

DEC 1 '99
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1. Pursuant to the Lease Agreement identified below, Progress Rail Services Corporation d/b/a Progress Rail Canada ("PR"), has collaterally assigned to Wilmington Trust Company (solely in its capacity as Trustee under a Trust Agreement dated as of April 3, 1998 ("Lessor"), as security for PR's obligations under the Lease Agreement, all of PR's right, title, and interest in three subleases of the railroad equipment leased by Lessor to PR pursuant to the Lease Agreement; specifically, (i) Master Lease Agreement dated as of June 1, 1998, and the related Schedule No. 2 dated as of June 28, 1999, between PR, as lessor, and Canadian National Railway Company ("CN"), as lessee, as amended and supplemented to date, to the extent relating to one hundred forty (140) 73' centerbeam cars with 286,000 lbs. gross rail load, bearing the reporting marks and numbers CN 624300 - 624439 inclusive, (ii) Master Lease Agreement dated as of June 1, 1998, and the related Schedule No. 3 dated as of June 28, 1999, between PR, as lessor, and CN, as lessee, as amended and supplemented to date, to the extent relating to one hundred sixty (160) 73' centerbeam cars with 286,000 lbs. gross rail load, bearing the reporting marks and numbers CN 624440 - 624599 inclusive, and (iii) Master Lease Agreement dated as of June 1, 1998, and the related Schedule No. 5 dated as of May 24, 1999, between PR, as lessor, and CN, as lessee, as amended and supplemented to date, to the extent relating to nineteen (19) Plate F boxcars (1998 Trinity built) bearing the reporting marks and numbers CNA 406100 - 406118 inclusive. (A memorandum of the Lease Agreement and each of the above-referenced subleases has been or shall be separately recorded.) "Lease Agreement" means the Equipment Leasing Agreement dated as of April 1, 1998, between Railcar, Ltd., as lessor, and PR, as lessee, as the original parties, as amended (Lessor became the lessor party to the above-referenced Equipment Leasing Agreement by virtue of a transfer by Railcar, Ltd.). Lessor has released its security interest (which security interest had been granted by PR pursuant to the Lease Agreement) in the following railroad equipment: four hundred fifty (450) 50-ft., 100-ton boxcars, bearing the reporting marks and numbers SLGG 10000 - 10449 inclusive.

2. The addresses of the parties are as follows:

Wilmington Trust Company (Secured Party/Assignee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001
Attention: Corporate Trust Administration

Progress Rail Services Corporation d/b/a Progress Rail Canada (Debtor/Assignor)
1000 Sherbrooke Street West, 24th Floor
Montreal, Quebec
Canada H3H 2R9
Attention: Chief Financial Officer

3. The terms and provisions of the above-referenced collateral assignment are more particularly set forth in the above-referenced Lease Agreement, which is hereby incorporated by reference.

4. This Memorandum may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of Nov 30, 1999.

WILMINGTON TRUST COMPANY, as Trustee

By: [Signature]
Name: David A. Vanaskey, Jr.
Title: Vice President

State of Delaware, County of New Castle

On November 29, 1999, before me personally appeared DAVID A. VANASKEY, JR., to me personally known, who being by me duly sworn says that he is Vice President of Wilmington Trust Company, and that he executed the foregoing instrument 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.

Christine L. Migliocco
Notary Public
My commission expires: **CHRISTINE L. MIGLIOCCO**
Notary Public, State of Delaware
My Commission Expires January 13, 2000

[NOTARIAL SEAL]

[Execution on next page; remainder of this page intentionally left blank]

PROGRESS RAIL SERVICES CORPORATION
d/b/a Progress Rail Canada

By: Michael V. Bombino
Name: Michael V. Bombino
Title: Senior Vice President and CFO

STATE OF ALABAMA
COUNTY OF MARSHALL

On November 30, 1999, before me personally appeared Michael V. Bombino, to me personally known, who being by me duly sworn says that he is Senior Vice President and CFO of Progress Rail Services Corporation d/b/a Progress Rail Canada, and that he executed the foregoing instrument 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.

W. Eakin
Notary Public
My Commission Expires: June 30, 2001
DIXIE EAKIN
NOTARIAL SEAL
PUBLIC
ALABAMA STATE ATTORNEY