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FILED
DEC 1 '99
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ELIAS C. ALVORD (1942)
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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:

A → 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

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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 AMENDMENT TO LEASE

REPRODUCTION NO. H3H-A

DEC 1 '99

3-21 PM

1. Pursuant to the Lease Agreement identified below, Wilmington Trust Company (solely in its capacity as Trustee under a Trust Agreement dated as of April 3, 1998 ("Lessor"), as lessor, has leased to Progress Rail Services Corporation d/b/a Progress Rail Canada ("PR"), as lessee, one hundred forty (140) 73' centerbeam cars with 286,000 lbs. gross rail load, bearing the reporting marks and numbers CN 624300 - 624439 inclusive, 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 nineteen (19) Plate F boxcars (1998 Trinity built) bearing the reporting marks and numbers CNA 406100 - 406118 inclusive (collectively, the "Cars"). The above-referenced lease of the Cars is referred to hereinafter as the "Lease." (PR has subleased the Cars to Canadian National Railway Company pursuant to two sublease agreements, a memorandum of each of which sublease agreements has been 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.).

2. The addresses of the parties are as follows:

Wilmington Trust Company (Lessor)
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 (Lessee)
1000 Sherbrooke Street West, 24th Floor
Montreal, Quebec
Canada H3H 2R9
Attention: Chief Financial Officer

3. The term of the Lease has already commenced and is scheduled to end on April 1, 2003.

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

5. The parties intend the Lease and the transactions contemplated thereby to create a true lease. If it should nonetheless be determined that the transaction is a sale, then Lessee shall be deemed to have granted the lessor a security interest in the Cars (to secure the full payment and performance of all of Lessee's obligations under the Lease), and the lessor shall be entitled to all rights and remedies of a secured party under all applicable laws, including the Uniform Commercial Code.

6. 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.

[Signature: 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 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.

Diane W. Eakin

Notary Public
My commission expires: June 30, 2001

