

*Counter part - Kim Bartman*

RECORDATION NO. 21088-A FILED

FEB 23 '98

11:15 AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

FEB 23 11 10 AM '98

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

February 23, 1998

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 two (2) copies of an Amendment No. 1 to Memorandum of Lease, dated February 23, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 21088.

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

Lessor: Newcourt Capital USA Inc.  
Three First National Plaza  
70 West Madison Street, Suite 5360  
Chicago, Illinois 60602-4208

Lessee: Illinois Central Railroad Company  
455 North Cityfront Plaza Drive  
Chicago, Illinois 60611

There is no new or additional railroad equipment covered by the enclosed document.

Mr. Vernon A. Williams  
February 23, 1998  
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

RECORDATION NO. 21088-A FILED

FEB 23 '98

11-15 AM

**AMENDMENT NO. 1  
TO  
MEMORANDUM OF LEASE**

**THIS AMENDMENT NO. 1 TO MEMORANDUM OF LEASE** is made as of February 23, 1998 between **NEWCOURT CAPITAL USA INC.**, a Delaware corporation ("Lessor"), and **ILLINOIS CENTRAL RAILROAD COMPANY**, an Illinois corporation ("Lessee").

**WHEREAS**, Lessor and Lessee have previously executed that certain Memorandum of Lease dated as of December 19, 1997, which was duly filed and recorded on December 19, 1997 with the United States Surface Transportation Board pursuant to the provisions of 49 U.S.C. § 11301 and assigned recordation number 21088 (the "Memorandum of Lease").

**NOW, THEREFORE**, the Memorandum of Lease is hereby amended effective as of December 19, 1997 by deleting the words "the Master Equipment Lease dated as of December 19, 1997 and Schedule 1 to Master Equipment Lease dated as of December 19, 1997" and substituting in lieu thereof the words "the Master Equipment Lease dated as of December 18, 1997 and Schedule 1 to Master Equipment Lease dated as of December 19, 1997."

**IN WITNESS WHEREOF**, each of Lessor and Lessee has executed this Amendment No. 1 to Memorandum of Lease as of the date indicated above.

**NEWCOURT CAPITAL USA INC.**

**ILLINOIS CENTRAL RAILROAD  
COMPANY**

By:   
Title: J. DARYL MacLELLAN  
MANAGING DIRECTOR

By:   
Title: Controller

By:   
Title: DAVID D. MCKERROLL  
Executive Vice President

PROVINCE OF ONTARIO )  
 )  
JUDICIAL DISTRICT OF )  
TORONTO REGION )  
 )  
TO WIT: )

On this 11<sup>th</sup> day of February, 1998, before me personally appeared David D. McKerroll and J. Daryl MacLellan, to me personally known, who, being by me duly sworn says that he is Executive Vice President and Managing Director, respectively, of Newcourt Capital USA Inc., that the foregoing instrument was duly signed on behalf of said corporation with due authority and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Douglas Garfield Benson*  
A Notary Public in and for the  
Province of Ontario

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 20<sup>th</sup> day of February, 1998, before me personally appeared D.A. Koman, to me personally known, who, being by me duly sworn, says that he is Controller of Illinois Central Railroad Company, that the foregoing instrument was duly signed on behalf of said corporation with due authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Karen A. McCarthy*  
Notary Public

