

0100832003

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RECORDATION NO. 19633-B  
FILED 1495  
OCT 30 1995 4:55 PM  
CLERK OF COURSE  
URBAN A. LESTER

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

October 30, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of Amendment No. 1 to Equipment Lease, dated as of October 27, 1995, a secondary document as defined in the Commission's Rules of the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease duly filed with the Commission under Recordation Number 19633.

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

Lessor: Shawmut Bank Connecticut, National Association  
777 Main Street  
Hartford, Connecticut 06115

Lessee: Kyle Railroad Company  
3rd and Railroad Company  
Phillipsburg, Kansas 67661

A description of the railroad equipment covered by the enclosed documents is: set forth on Schedule 1 attached thereto, changing the KYLE reporting mark to KRIX.

*Amended - Galt*

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Interstate Commerce Commission  
Washington, D.C. 20423-0001

10/30/95

Office Of The Secretary

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC., 20006-2973

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 10/30/95 at 1:25PM, and assigned recordation number(s). 19633-E.

Sincerely yours.

Vernon A. Williams  
Secretary

Enclosure(s)

(0100832003)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

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AMENDMENT NO. 1

To

EQUIPMENT LEASE

RECORDATION NO. 19633-B  
FILED 1995  
OCT 30 1995 - 1 22 PM  
CONNECTICUT DEEDS COMMISSION

Between

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION

as Owner Trustee

LESSOR

AND

KYLE RAILROAD COMPANY

LESSEE

\_\_\_\_\_

Dated as of October 27, 1995

\_\_\_\_\_

**AMENDMENT NO. 1**

**To**

**EQUIPMENT LEASE**

AMENDMENT NO. 1 dated as of October 27, 1995 to the EQUIPMENT LEASE dated as of September 15, 1995 among SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee (the "Lessor"), and KYLE RAILROAD COMPANY, a Kansas corporation (the "Lessee").

**RECITALS:**

A. The parties hereto are party to that certain Equipment Lease dated as of September 15, 1995 (the "Lease"), which was (i) duly filed and recorded pursuant to, and in compliance with, the provisions of 49 U.S.C. Section 1130(a) and the regulations promulgated thereunder in 49 C.F.R. Section 1177 on September 29, 1995 at 3:45 p.m. under Recordation Number 19633 and (ii) duly deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on September 29, 1995.

B. Since the execution, delivery and recordation of the Lease, the prefix to the running numbers applicable to 50 of the Items of Equipment in Category A and all the Items of Equipment in Category B have been changed from "KYLE" to "KRIX"; and, accordingly, the parties hereto wish to amend and replace Schedule I to the Lease to reflect such change.

**AMENDMENT**

SECTION 1.1. ~~Amendment to Schedule I.~~ Schedule I to the Lease is hereby deleted in its entirety and replaced with the new Schedule I attached hereto, effective as of the date set forth above.

**SECTION 1.2. Continuing Effect.** Except as amended hereby, the parties hereto acknowledge and agree that the Lease is, and hereafter continues to be, in full force and effect in accordance with its original terms. References in the Lease, or in any other Operative Agreement, to the Lease shall be deemed to be references to the Lease as amended by this Amendment No. 1.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and delivered by their respective officers thereunder duly authorized as of the day and year first above written.

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
not in its individual capacity but solely  
as Owner Trustee under the Trust Agreement.

by [Signature]  
Title: ASSISTANT VICE PRESIDENT

Executed this 27<sup>th</sup> day of October, 1995  
in Hartford, Connecticut

STATE OF Connecticut )  
COUNTY OF Hartford ) SS:

On this 27<sup>th</sup> day of October, 1995, before me personally appeared KATHY A. LARIMORE, to me personally known, who being duly sworn, says that (s)he is ASSISTANT VICE PRESIDENT of SHAWMUT BANK CONNECTICUT, National Association, that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

[Signature]

LOIS CAROLYN DOGANS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2000



CATEGORY	NUMBER OF ITEMS	DESCRIPTION OF EQUIPMENT	MANUFACTURER	UNIT NUMBERS	EQUIPMENT COST (PER ITEM)
A	100	111-ton triple covered hopper cars, 5161 cubic foot capacity	1995-Trinity Industries, Inc.	ADMX56001-56050 KRLX56051-56100	\$52,550
B	100	111-ton triple covered hopper cars, 5161 cubic foot capacity	1995-Trinity Industries, Inc.	KRLX56101-56200	\$52,550

[99-039]DOCORHEDU1.WPJ

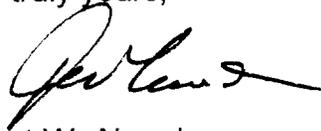
Schedule I  
(to Amendment No. 1 to Equipment Lease)

Mr. Vernon A. Williams  
October 30, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bg  
Enclosures