

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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March 12, 1990

RECORDATION NO. 16112-A FILED 145

MAR 12 1990 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

MAR 12 11 49 AM '90
COMMUNICATIONS UNIT

0-071A020

The Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are an original and two counterparts of a secondary document, Amendment No. 1, dated as of March 9, 1990, to Lease Agreement Of Railroad Equipment between General Electric Capital Corporation ("Lessor") and Chicago, Central & Pacific Railroad Company ("Lessee"), a primary document, dated as of December 22, 1988, and recorded under Recordation No. 16112.

It is my understanding that the recordation number to be assigned to this new document, as described in the preceding paragraph, will be: 16112-A.

The names and addresses of the parties to the enclosed Amendment No. 1 to Lease Agreement of Railroad Equipment are as follows:

LESSOR: General Electric Capital Company
1600 Summer Street
Stamford, Connecticut 06905

LESSEE: Chicago, Central & Pacific
Railroad Company
1006 East 4th Street
Waterloo, Iowa 50703

A general description of the railroad locomotives covered by the enclosed document is attached hereto as Schedule 1.

For Mr. Wood
Conducting

Letter to Secretary McGee
Page 2
March 12, 1990

The undersigned is the attorney-in-fact of General Electric Capital Corporation. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or to the bearer hereto.

Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

A short summary of the document to appear in the index follows:

SECONDARY DOCUMENT

Amendment No. 1, dated as of March 9, 1990, to Lease Agreement of Railroad Equipment, dated as of December 22, 1988, recorded under Recordation No. 16112, between General Electric Capital Corporation ("Lessor") and Chicago, Central & Pacific Railroad Company ("Lessee"), replacing and releasing three (3) General Motors GP-10 locomotives bearing Lessee's identification marks "CC" and Revised Serial Nos. 1741, 1758 and 1794, and substituting therefor and replacing therewith three (3) General Motors GP-7M locomotives bearing identification marks "MKT" and Serial Nos. 95, 97 and 119.

Respectfully submitted,

By: 
John K. Maser III
Attorney-In-Fact

Enclosure
286-8

Schedule 1

Description of Locomotives

<u>Type of Equipment</u>	<u>Number</u>	<u>Identifying Marks</u>	<u>Serial Numbers</u>
General Motors GP-7M, 1750 horsepower, 4-axle locomotive	3 locomotives	Marked "MKT" on both sides of locomotive	95, 97 and 119 (replacing 3 GP- 10 locomotives bearing "CC" identification marks and Revised Serial Nos. 1741, 1758 and 1794)

Interstate Commerce Commission
Washington, D.C. 20423

3/12/90

OFFICE OF THE SECRETARY

John K Maser III

Donelan Cleary Wood & Maser
1275 K Street N.W. Suite 850
Washington, D.C. 20005-4006

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 3/12/90 at 11:45am and assigned recordation number(s). 16112-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDING NO. 16112-A
MAR 12 1990 -11 45 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT No. 1
To
LEASE AGREEMENT OF RAILROAD EQUIPMENT
Dated as of December 22, 1988
Between
GENERAL ELECTRIC CAPITAL CORPORATION, LESSOR
and
CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, LESSEE

This Amendment No. 1 dated as of March 9, 1990 ("Amendment") is to that LEASE AGREEMENT OF RAILROAD EQUIPMENT Dated as of December 22, 1988 and recorded with the Interstate Commerce Commission on December 28, 1988 at Recording No. 16112 ("Lease"), between GENERAL ELECTRIC CAPITAL CORPORATION ("Lessor") and CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY ("Lessee").

Whereas pursuant to an Equipment Substitution Agreement entered into by the Lessor and Lessee of even date herewith, the Lessee has transferred to the Lessor the following described equipment (the "Replacement Equipment") which Lessor will lease to Lessee under the Lease:

<u>TYPE:</u>	<u>SERIAL NUMBER:</u>	<u>YEAR BUILT:</u>
GP 7M <i>ldr</i>	MKT95	1950
GP 7M <i>ldr</i>	MKT97	1950
GP 7M <i>ldr</i>	MKT119	1952

Whereas the Lessor and Lessee desire to substitute the Replacement Equipment for the following equipment currently leased to Lessee under the Lease ("Substituted Equipment"):

<u>TYPE:</u>	<u>REVISED SERIAL NUMBER:</u>	<u>YEAR BUILT:</u>
GP 10	CC1794	1971
GP 10	CC1741	1971
GP 10	CC1758	1970

Whereas to effectuate the foregoing, the Lessor and Lessee desire to amend the Lease as more fully set forth below, and

Whereas capitalized terms not herein defined shall have the meanings set forth in the Lease.

Now therefore, in consideration of the mutual covenants herein contained, the Lessor and Lessee agree as follows:

1. The Lessee hereby proposes and the Lessor hereby accepts the Replacement Equipment in substitution for the Substituted Equipment. The Lessee hereby accepts the Replacement Equipment for all purposes under the Lease, and certifies that each of the Units constituting Replacement Equipment is being marked by means of a stencil printed in contrasting colors upon each side of each such Unit in letters not less than one inch in height as follows:

"Ownership filed with the Interstate Commerce Commission".

2. The Lessor and Lessee agree that the Replacement Equipment shall constitute Equipment for all purposes of the Lease. Without limiting the generality of the foregoing, all Rent payable and all rights and obligations exercisable with respect to the Substituted Equipment shall now apply to the Replacement Equipment as if the Replacement Equipment had been Equipment for purposes of the Lease since inception thereof, it being agreed that, except as provided in Section 5 of the Equipment Substitution Agreement, no increase or decrease of Rent shall be necessitated by the substitution contemplated herein.

3. The Lessor hereby releases the Substituted Equipment from the Lease.

4. Schedule I to the Lease is hereby amended to incorporate the description of the Replacement Equipment and to delete the description of the Substituted Equipment. Except as described in the immediately preceding sentence, Schedule I remains unchanged.

5. Except as amended by this Amendment, the Lease remains unchanged and in full force and effect.

6. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

In Witness Whereof, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

CHICAGO, CENTRAL, & PACIFIC
RAILROAD COMPANY

By: Lyle D. Reed
Name: PRESIDENT
Title: PRESIDENT

[Corporate Seal]

Attest:

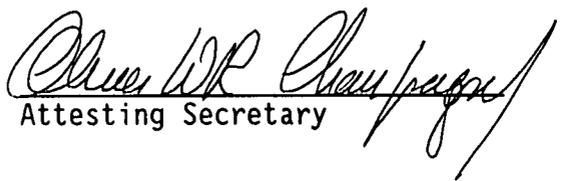
Shirley Austin
Assistant Secretary

f
GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Robert O. O'Reilly
Title: Vice President

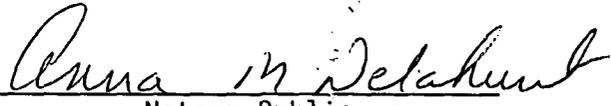
[Corporate Seal]

Attest:


Attesting Secretary

STATE OF CONNECTICUT)
) SS.:
COUNTY OF FAIRFIELD)

On this 8 day of March 1990, before me personally appeared Robert O. O'Reilly, to me personally known, who, being by me duly sworn, says that he/she is Vice President of GENERAL ELECTRIC CAPITAL CORPORATION, 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 Trustees, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
ANNA M. DELAHUNT
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1990

[Notarial Seal]

My Commission expires

STATE OF IOWA)
) SS.:
COUNTY OF BLACKHAWK)

On this ___ day of March 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, 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.

Notary Public

[Notarial Seal]

My Commission expires _____

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STATE OF CONNECTICUT)
) SS.
COUNTY OF FAIRFIELD)

On this _____ day of March 1990, before me personally appeared Thomas P. Harahan, to me personally known, who, being by me duly sworn, says that he/she is Vice President of GENERAL ELECTRIC CAPITAL CORPORATION, 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 Trustees, and he/she 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 IOWA)
) SS.
COUNTY OF BLACK HAWK)

On this 6th day of March 1990, before me personally appeared Lyle D. Reed, to me personally known, who, being by me duly sworn, says that he is President of CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, 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.

Karen K. Schumaker
Notary Public

[Notarial Seal]

My Commission expires 9-26-90