

8630-C

4-080A029

No.
Date MAR 20 1984
Fee \$ 10.00

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

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D.C. BAR
** ALSO A MEMBER OF OHIO BAR

LAW OFFICES
ALVORD AND ALVORD
200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D. C.
20006

ICC Washington, D. C. OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

March 20, 1984

CABLE ADDRESS
"ALVORD"
TELEPHONE
AREA CODE 202
393-2266
TELEX
40348 CDDAA
RECEIVED
MAR 20 1 14 PM '84
FEE OPERATION BR.

8630-C
RECORDATION NO. Filed 1985

MAR 20 1984 - 1 55 PM
INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Mr. Bayne:

Enclosed herewith for recordation pursuant to the provisions of 49 U.S.C. §11303 are a fully executed original copy and two certified true and correct copies of a Lease Renewal Agreement dated as of February 22, 1984, a "secondary document" as that term is defined in 49 C.F.R. §1177.1(b).

The enclosed document relates to a Lease Agreement dated as of December 21, 1976 between Continental Illinois Leasing Corporation and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which was duly filed and recorded at 11:45 a.m. on December 23, 1976 and assigned Recordation Number 8630.

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

One hundred (100) fully enclosed tri-level automobile racks manufactured by Whitehead & Kales Company, bearing serial numbers 56185 through 56384, inclusive, each of said racks to bear two serial numbers.

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

Lessor: CI Transportation Leasing Corporation
(Assignee of Continental Illinois Leasing Corporation)
231 South LaSalle Street
Chicago, Illinois 60697

Continental Illinois - C.T. Kowler

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
March 20, 1984
Page Two

Lessee: Richard B. Ogilvie, not individually
but solely as Trustee of the Property
of the Chicago, Milwaukee, St. Paul and
Pacific Railroad Company
516 West Jackson Boulevard
Chicago, Illinois 60606

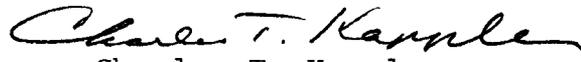
Kindly return the stamped copies of the enclosed
document not needed for your records to Charles T. Kappler,
Esq., Alvord and Alvord, 918 Sixteenth Street, N.W.,
Washington, D.C. 20006.

Also enclosed is a check in the amount of \$10
payable to the order of the Interstate Commerce Commission
covering the required recordation fee.

A short summary of the enclosed secondary document
to appear in the Commission's Index is as follows:

Lease Renewal Agreement dated as of February 22,
1984 between CI Transportation Leasing Corpora-
tion and Richard B. Ogilvie, as Trustee of the
Property of the Chicago, Milwaukee, St. Paul
and Pacific Railroad Company covering one hundred
(100) fully enclosed tri-level automobile racks.

Very truly yours,


Charles T. Kappler

Interstate Commerce Commission

Washington, D.C. 20423

3/20/84

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

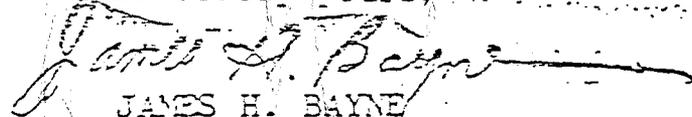
Dear

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 **3/20/84** at **1:55pm** and assigned re-
recording number(s).

8630-C

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 8630-C Filed 1425

MAR 20 1984 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE AS TO AUTHENTICITY

I hereby certify that I am the duly elected and qualified Assistant Secretary of CI Transportation Leasing Corporation (the "Company") and that, as such, I am authorized to execute this Certificate on behalf of the Company, and I further certify that annexed hereto as Exhibit A is a true and correct copy of the Lease Renewal Agreement, dated as of February 22, 1984, between the Company and Richard B. Ogilvie as trustee for the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this sixteenth day of March, 1984.

CI TRANSPORTATION LEASING CORPORATION
By Beth A. McWilliams
Assistant Secretary

[SEAL]

LEASE RENEWAL AGREEMENT

THIS AGREEMENT is entered into as of February 22, 1984 between CI TRANSPORTATION LEASING CORPORATION (Assignee of Lease from Continental Illinois Leasing Corporation under Lease Assignment dated as of December 27, 1976) (hereinafter known as "Lessor") and RICHARD B. OGILVIE, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR ("Lessee").

WITNESSETH:

WHEREAS, Lessor and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company ("Milwaukee Road"), a Wisconsin corporation, are parties to a Lease Agreement dated as of December 21, 1976 and certain Exhibits thereto which are incorporated therein (collectively, the "Lease Agreement") covering the items of equipment described in Exhibit A thereto (the "Equipment"); and

WHEREAS, on December 19, 1977, the Milwaukee Road filed a petition for reorganization under Section 77 of the Federal Bankruptcy Act in the United States District Court for the Northern District of Illinois, Eastern Division, such petition was duly approved as properly filed by an order signed on December 20, 1977 by said Court, and the Lessee was thereafter appointed and duly qualified as Trustee of the property of the Road; and

WHEREAS, pursuant to its rights under Section 23 of the Lease Agreement, Lessee has elected to renew the lease term of the Equipment for one renewal term of 12 months;

NOW, THEREFORE, in consideration of the premises, the Lessor and Lessee agree as follows:

1. The renewal term shall commence on February 28, 1984 and, unless renewed for an additional term of one year pursuant to Section 23 of the Lease Agreement, shall end on February 28, 1985.

2. The first installment of rent shall be payable on the date of commencement, and subsequent installments of rent shall be payable on the first day of each successive quarterly anniversary of the renewal term. Such installments of rent shall each be in an amount equal to 2.23878% of \$2,785,640 (the Lessor's "Cost of Racks").

3. Except as modified by this Agreement, the lease of the Equipment during the renewal term shall be subject to all of the terms and provisions of the Lease Agreement.

4. This Agreement is binding upon Richard B. Ogilvie, not individually but solely in his capacity as Trustee of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor.

IN WITNESS WHEREOF, Lessor has caused this Lease Renewal Agreement to be executed at Chicago, Illinois by its officer thereunto duly authorized, and Lessee has duly executed this Lease Renewal Agreement, as of the date first above written.

CI TRANSPORTATION LEASING CORPORATION ("LESSOR")

By *Richard B. Ogilvie*

Title *Vice President*

RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR ("LESSEE")

By *Richard B. Ogilvie*
Trustee as Aforesaid

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

On this 5TH day of MARCH, 1984, before me personally appeared Richard B. Ogilvie, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



My commission expires:

12/23/84

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

CORPORATE FORM OF ACKNOWLEDGMENT

On this 5th day of March, 1984, before me personally appeared A. F. Didier, to me personally known, who being by me duly sworn, says that he is the Vice President of CI Transportation Leasing Corporation, that said instrument was signed 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.

Barbara M. Brauer

My commission expires:

My Commission Expires May 24th, 1986