



BK 0840 PG 166



MISC 1988 02604

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

FIRST AMENDMENT TO MORTGAGE,  
ASSIGNMENT, SECURITY AGREEMENT AND  
FINANCING STATEMENT

RECEIVED  
1988 FEB 24 AM 8:36  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

This First Amendment to Mortgage, Assignment, Security Agreement and Financing Statement ("First Amendment"), dated as of December 31, 1987, by and between CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Railway Company"), and GENERAL ELECTRIC CAPITAL CORPORATION, formerly known as General Electric Credit Corporation, a corporation organized and existing under the laws of the State of New York (hereinafter, in its capacity as mortgagee, together with its successor and assigns, called the "Mortgagee").

WITNESSETH:

WHEREAS, in order to provide for and to secure the obligations evidenced by those certain notes known as the Series A Senior Notes due 1995 of the Railway Company in the original aggregate principal amount of \$65,000,000 and the Series B Senior Notes due 1995 of the Railway Company in the original aggregate principal amount of \$10,000,000 (hereinafter collectively called the "Notes") issued pursuant to a certain Note and Warrant Purchase Agreement, dated as of December 23, 1985 (hereinafter called the "Purchase Agreement"), between the Railway Company and General Electric Capital Corporation, formerly known as General Electric Corporation (hereinafter, other than in its capacity as mortgagee, together with its successors and assigns, called "GECC"), and all other obligations of the Railway Company under the Purchase Agreement and under the Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 23, 1985 (hereinafter called the "Mortgage"), to GECC, and otherwise, the Railway Company executed and delivered to GECC the Mortgage;

WHEREAS, the Mortgage was filed or recorded in the public offices on the dates and as the document numbers or at the books and pages set forth in Schedule I attached hereto and made a part hereof;

WHEREAS, pursuant to the terms and provisions of the Mortgage, the Railway Company Mortgaged (as defined in the Mortgage) to Mortgagee the Collateral (as defined in the Mortgage), including, without limitation, any and all property and rights, of every kind and description, including the lines of railroad and the other properties and rights described in Annex I and II attached hereto and made a part hereof, to secure the payment, performance and observance of the Obligations (as defined in the Mortgage), to Mortgagee; and

WHEREAS, the Railway Company and GECC have entered into a certain Amended and Restated Note and Warrant Purchase Agreement,

HK 840 N SR C/O FEE 22.00  
PG 166-200 N DEL IN MC WS  
OF *Mind* COMP SR F/B

2604  
MISC

dated as of December 31, 1987 (hereinafter called the "Amended Purchase Agreement"), whereby (a) the Notes and certain Demand Notes issued by the Railway Company to GECC on September 24, 1987, October 5, 1987, October 13, 1987 and November 23, 1987, in the aggregate principal amount of Six Million, Seven Hundred Thousand Dollars (\$6,700,000), and all amounts due under the Notes and said Demand Notes as of December 31, 1987 will be consolidated into one series of master notes in the aggregate principal amount of Eighty-Four Million, Six Hundred Thousand Dollars (\$84,600,000) (hereinafter called the "Master Notes"), (b) GECC may make revolving credit loans (hereinafter called the "Revolving Credit Loans") to the Railway Company in an aggregate principal amount at any time outstanding not to exceed Two Million Dollars (\$2,000,000) and to be evidenced by a revolving credit note issued by the Railway Company to GECC in the principal amount of Two Million Dollars (\$2,000,000) (hereinafter called the "Revolving Credit Note"), and (c) GECC may make loans to the Railway Company with respect to the Master Notes in an amount equal to the Excess Master Note Interest (as defined in the Amended Purchase Agreement) (hereinafter called the "Master Note Interest Advances");

NOW, THEREFORE, to provide for and to secure the obligations evidenced by the Master Notes and the Revolving Credit Note and to provide for and to secure the payment of the Revolving Credit Loans, the Master Note Interest Advances and all other obligations under the Amended Purchase Agreement, to induce Mortgagee to enter into the Amended Purchase Agreement, and for and in consideration of the mutual agreements between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Mortgage as follows:

1. "Obligations", as defined in the Mortgage, is hereby amended to include, in addition to those matters specified in the Mortgage, the obligations to pay the Master Notes, the Revolving Credit Note, the Revolving Credit Loans, the Master Note Interest Advances and all other obligations provided in the Amended Purchase Agreement, and any extensions, modifications, amendments, substitutions or renewals thereof, and the performance and observance of all the covenants and conditions in the Amended Purchase Agreement and any amendments thereto or modifications thereof;

2. The word "Trustee" in the eleventh line on page 2 of the Mortgage and in the fifth line of Section 4.3 of the Mortgage is hereby deleted and the word "Mortgagee" is substituted in lieu thereof.

3. The maximum amount of all indebtedness secured by the Mortgage is hereby increased from the amount of One Hundred Million Dollars (\$100,000,000), as provided in the Mortgage, to the amount of One Hundred Twenty-Five Million Dollars (\$125,000,000). NOTICE: This Mortgage secures credit in the amount of One Hundred Twenty-Five Million Dollars (\$125,000,000).

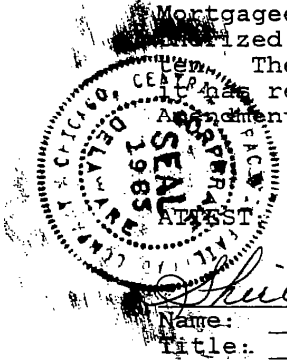
Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens. Notwithstanding the foregoing statutory notice, it is the intention of the parties that loans and advances up to the amount of One Hundred Twenty-five Million Dollars (\$125,000,000) shall be senior to indebtedness of other creditors under mortgages and liens recorded or filed subsequent to the Mortgage.

Except as otherwise specifically modified or amended by the terms hereof, the Mortgage remains unchanged and unmodified and shall continue in full force and effect.

This First Amendment may be executed in more than one counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidence by such executed counterparts.

IN WITNESS WHEREOF, CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY has caused this First Amendment to be signed in its corporate name by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and the Mortgagee has caused this Mortgage to be signed by its duly authorized officer or agent, all as of the date first above written.

The Railway Company hereby declares and acknowledges that it has received, without charge, a true copy of this First Amendment.



Shirley Austin  
Name: Shirley Austin  
Title: Secretary

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

by Donald R. Wood, Jr.  
Name: Donald R. Wood, Jr.  
Title: President

GENERAL ELECTRIC CAPITAL CORPORATION, as Mortgagee

by \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The name and address of the Railway Company is:

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY  
501 Sycamore Street - Suite 400  
Waterloo, Iowa 50704  
Attention: Vice President of Finance

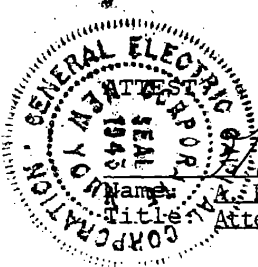
Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens. Notwithstanding the foregoing statutory notice, it is the intention of the parties that loans and advances up to the amount of One Hundred Twenty-five Million Dollars (\$125,000,000) shall be senior to indebtedness of other creditors under mortgages and liens recorded or filed subsequent to the Mortgage.

Except as otherwise specifically modified or amended by the terms hereof, the Mortgage remains unchanged and unmodified and shall continue in full force and effect.

This First Amendment may be executed in more than one counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidence by such executed counterparts.

IN WITNESS WHEREOF, CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY has caused this First Amendment to be signed in its corporate name by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and the Mortgagee has cause this Mortgage to be signed by its duly authorized officer or agent, all as of the date first above written. The Railway Company hereby declares and acknowledges that it has received, without charge, a true copy of this First Amendment.

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY



Name: A. Pier Meager  
Title: Attesting Secretary

by \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL CORPORATION, as Mortgagee

by [Signature]  
Name: Thomas P. Harahan  
Title: Vice President

The name and address of the Railway Company is:

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY  
501 Sycamore Street - Suite 400  
Waterloo, Iowa 50704  
Attention: Vice President of Finance

ACKNOWLEDGMENTS

STATE OF IOWA )  
 ) SS  
COUNTY OF Blackhawk )

On this 18 day of Feb, A.D. 1988, before me Notary Public in the state of Iowa, personally appeared Donald R. Wood, Jr., to me personally known, who being by me duly sworn did say that he is President of said corporation, Chicago, Central & Pacific Railroad Company, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

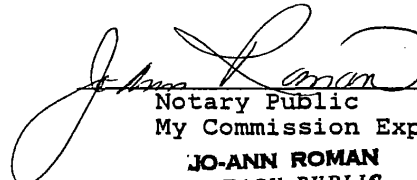
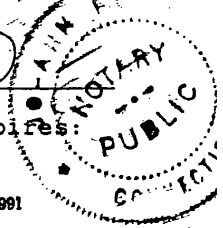
Shirley Austin

Notary Public  
My Commission Expires: 10-13-88



STATE OF Connecticut )  
 ) SS  
COUNTY OF Fairfield )

On this 18th day of February, A.D. 1988, before me, a Notary Public in the state of Connecticut, personally appeared Thomas P. Harahan, to me personally known, who being by me duly sworn did say that he is Vice President of said corporation, General Electric Capital Corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

  
Notary Public  
My Commission Expires:  
**JO-ANN ROMAN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1991  


(SEAL)

(1076/N)

The Name and Address of the Mortgagee is:

GENERAL ELECTRIC CAPITAL CORPORATION  
1600 Summer Street  
Stamford, Connecticut 06905  
Attention: Manager--Operations,  
Transportation and  
Industrial Financing  
Division

This instrument was prepared by and should be returned to:

KECK, MAHIN & CATE  
8300 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606-6589  
Attention: John R. Mannix, Jr.

(1076/N)



SCHEDULE I

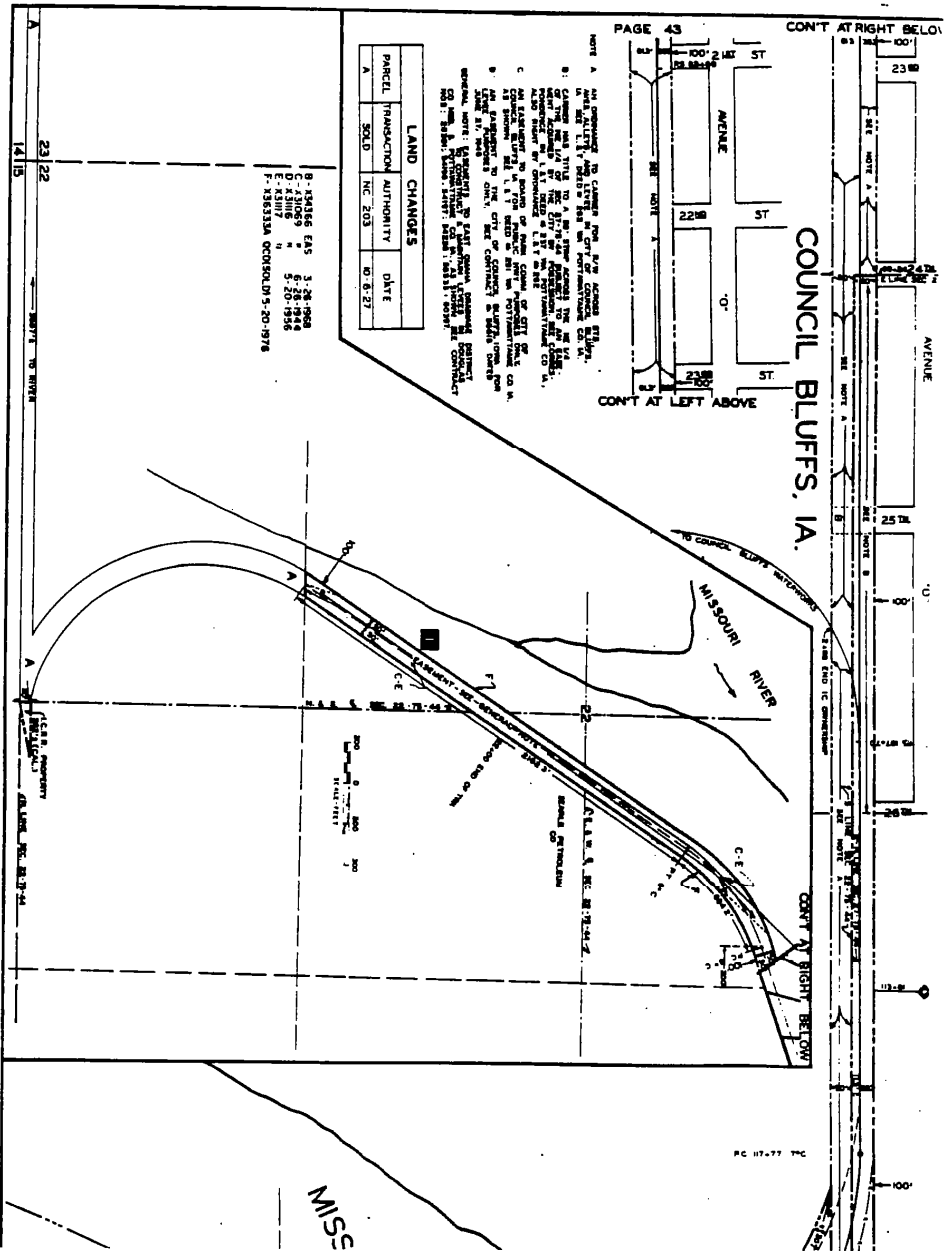
<u>PUBLIC OFFICE</u>	<u>DATE OF FILING OR RECORDING *</u>	<u>DOCUMENT NUMBER OR BOOK AND PAGE</u>
<u>1. Illinois Counties</u>		
Cook	12/27/85	85341275
Boone	12/27/85	853949
DeKalb	12/27/85	85-07697
Stephenson	12/24/85	96-4892
Jo Daviess	12/24/85	178417
DuPage	12/27/85	R85-113553
Kane	12/27/85	1752215
Winnebago	12/27/85	85320047
<u>2. Iowa Counties</u>		
Black Hawk		Book 482 Page 737
Buena Vista		Book 136 Page 719
Buchanan		Book 479 Page 735
Butler		Book 152 Page 410
Calhoun		Inst. No. 85-1952
Cherokee		Inst. No. 85-2115
Crawford		Inst. No. 85-3661
Delaware		Book 99 Page 128
Dubuque		Inst. No. 10225-85
Franklin		Inst. No. 85-2445
Hamilton		Book 169 Page 600
Hardin		Inst. No. 1985-4260
Harrison		Book 538 Page 1301
Linn		Inst. No. 13353
Plymouth		Inst. No. 1985-3444
Pochantas		Book 102 Page 640
Pottawattamie		Inst. No. 86-12816
Sac		Book 129 Page 361
Webster		Book 355 Page 1
Woodbury		Roll 165 Image 856
<u>3. Iowa Secretary of State</u>		
	12/23/85	H382016
<u>4. Nebraska Counties</u>		
Douglas		Book 2872 Page 1

\* For Iowa and Nebraska, dates are approximately December 27, 1985.

(1076/N)

All that portion of the right-of-way and property of the Illinois Central Gulf Railroad Company's "Fort Dodge, Iowa to Omaha, Nebraska Line" that extends in a general westerly direction on, over and across a portion of DOUGLAS COUNTY, NEBRASKA, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other Railroad owned improvements and fixtures situated thereon, and is described as all of Grantor's property interest in the aforesaid main line right-of-way extending westerly from approximate Railroad Mile Post WA-514.32 to approximate Mile Post WA-515.62 on, over and across Section 7, T.15 N., R.14 E.; and Sections 12 and 13, T.15 N., R.13 E.; and in the aforesaid main line right-of-way extending southwestwardly from approximate Mile Post WA-516.28 to approximate Mile Post WA-517.81 on, over and across Sections 11, 10 and 15, T.15 N., R.13 E.; including, outlying properties in the E/2 Section 12, T.15 N., R.13 E.; and Section 33, said T.15 N., R.13 E.; all at East Omaha and Omaha, Nebraska.

SR  
7-15-14 ✓  
12-15-13 ✓  
13-15-13 ✓  
11-15-13 ✓  
10-15-13 ✓  
15-15-13 ✓  
33-15-13 ✓



LAND CHANGES

PARCEL	TRANSACTION AUTHORITY	DATE
A	HC 203	01.08.21

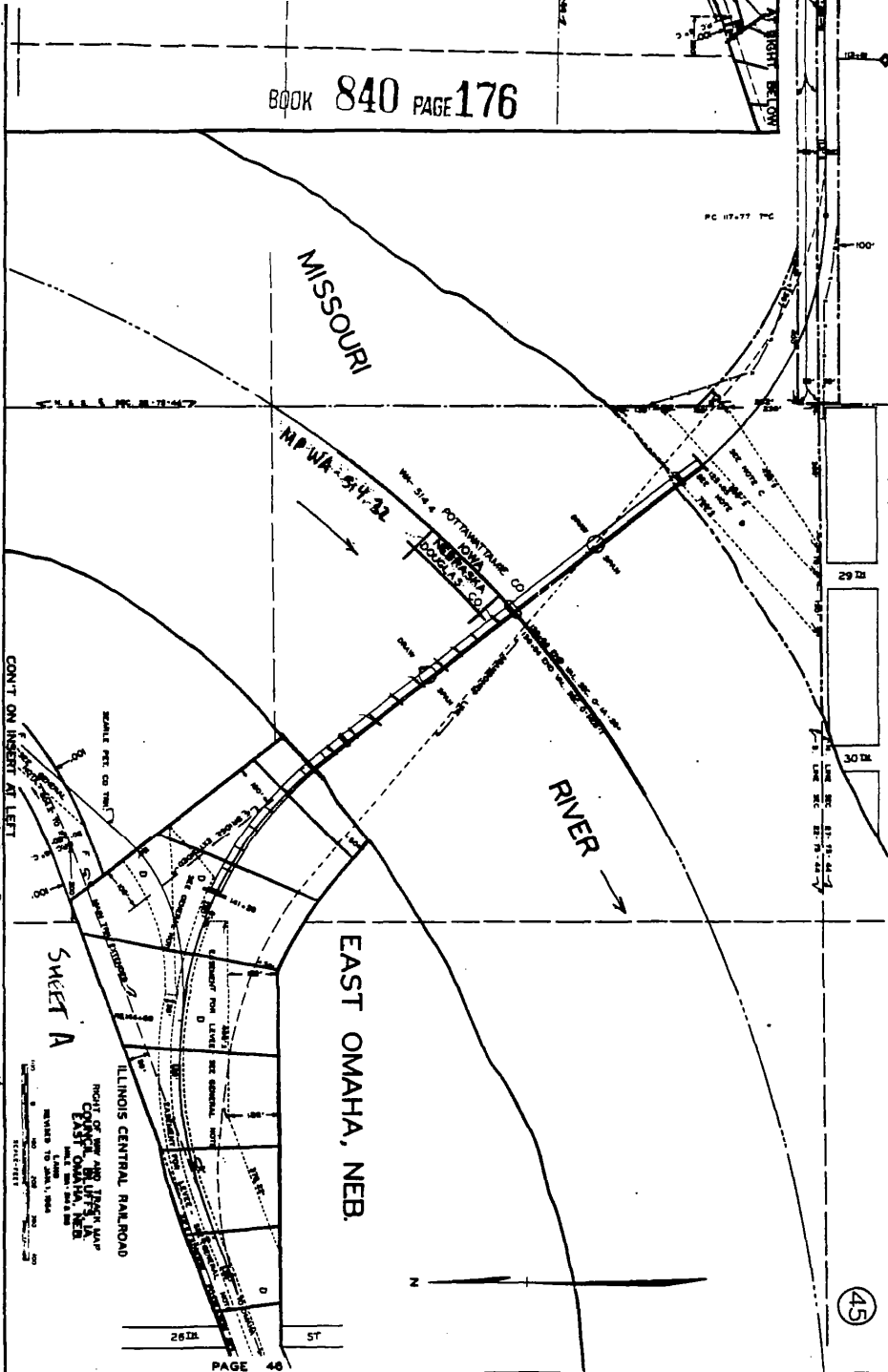
8-134366 EAS 3-28-1968  
 C-130859 " 6-20-1948  
 E-130817 " 6-20-1948  
 F-135334 OCCUR.D.M.S-20-1978

NOTE A: THIS PLAT IS A PART OF A LARGER PLAT OF THE CITY OF COUNCIL BLUFFS, IOWA, AND IS SUBJECT TO THE CITY OF COUNCIL BLUFFS, IOWA, ORDINANCES AND RESOLUTIONS. ALSO REFER TO ORDINANCE NO. 117 AND 118.  
 B: CHANGE MADE TO A PART OF THE PLAT OF THE CITY OF COUNCIL BLUFFS, IOWA, AND IS SUBJECT TO THE CITY OF COUNCIL BLUFFS, IOWA, ORDINANCES AND RESOLUTIONS. ALSO REFER TO ORDINANCE NO. 117 AND 118.  
 C: THIS PLAT IS A PART OF A LARGER PLAT OF THE CITY OF COUNCIL BLUFFS, IOWA, AND IS SUBJECT TO THE CITY OF COUNCIL BLUFFS, IOWA, ORDINANCES AND RESOLUTIONS. ALSO REFER TO ORDINANCE NO. 117 AND 118.  
 D: THIS PLAT IS A PART OF A LARGER PLAT OF THE CITY OF COUNCIL BLUFFS, IOWA, AND IS SUBJECT TO THE CITY OF COUNCIL BLUFFS, IOWA, ORDINANCES AND RESOLUTIONS. ALSO REFER TO ORDINANCE NO. 117 AND 118.  
 E: THIS PLAT IS A PART OF A LARGER PLAT OF THE CITY OF COUNCIL BLUFFS, IOWA, AND IS SUBJECT TO THE CITY OF COUNCIL BLUFFS, IOWA, ORDINANCES AND RESOLUTIONS. ALSO REFER TO ORDINANCE NO. 117 AND 118.  
 F: THIS PLAT IS A PART OF A LARGER PLAT OF THE CITY OF COUNCIL BLUFFS, IOWA, AND IS SUBJECT TO THE CITY OF COUNCIL BLUFFS, IOWA, ORDINANCES AND RESOLUTIONS. ALSO REFER TO ORDINANCE NO. 117 AND 118.

PAGE 43  
 CONT AT RIGHT BELOW  
 CONT AT LEFT ABOVE

2322  
 1415

PC 117-777 MC



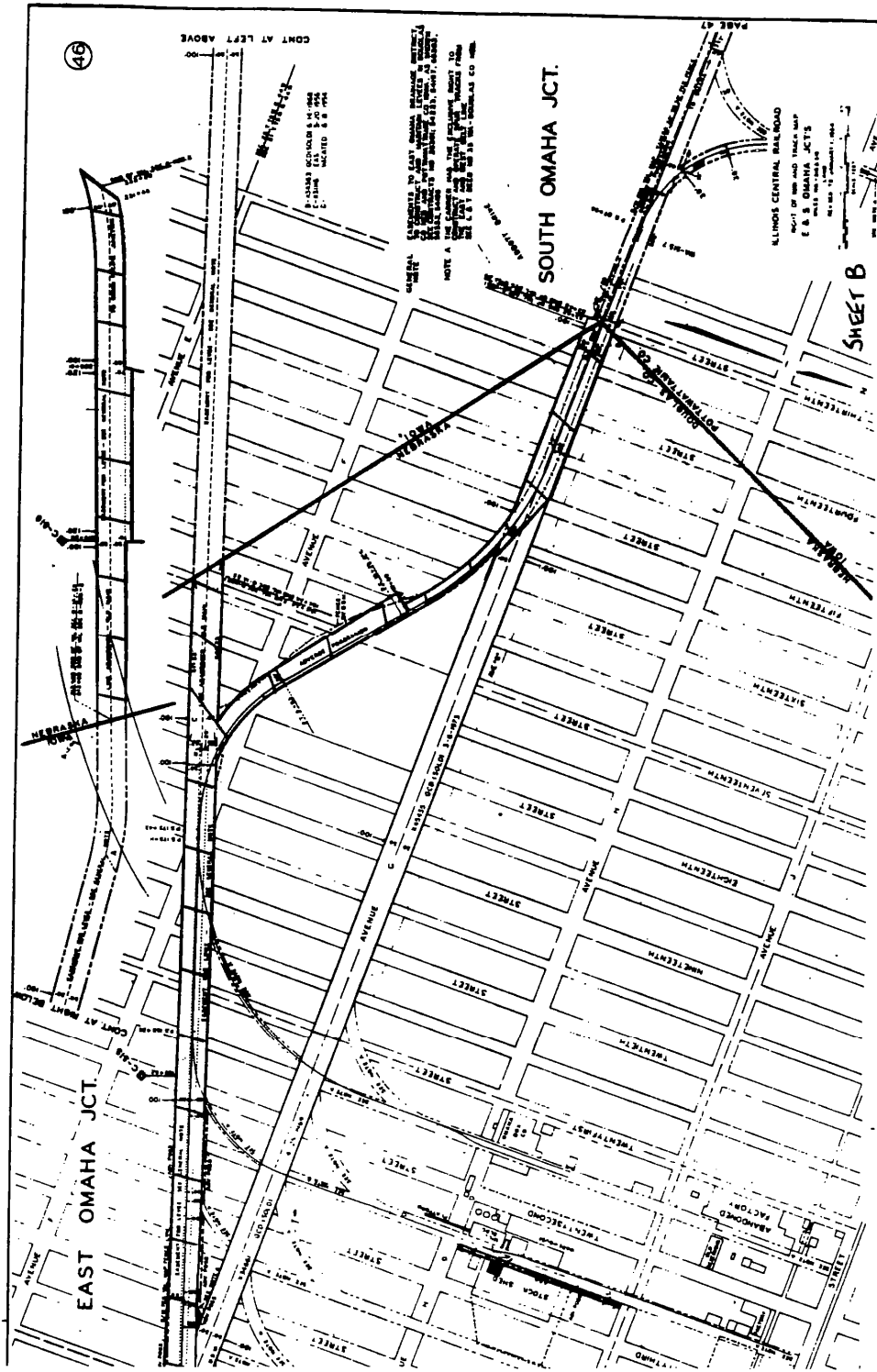
CONT. ON INSERT AT LEFT  
 FORT DODGE TO OMAHA LINE  
 BOOK 32

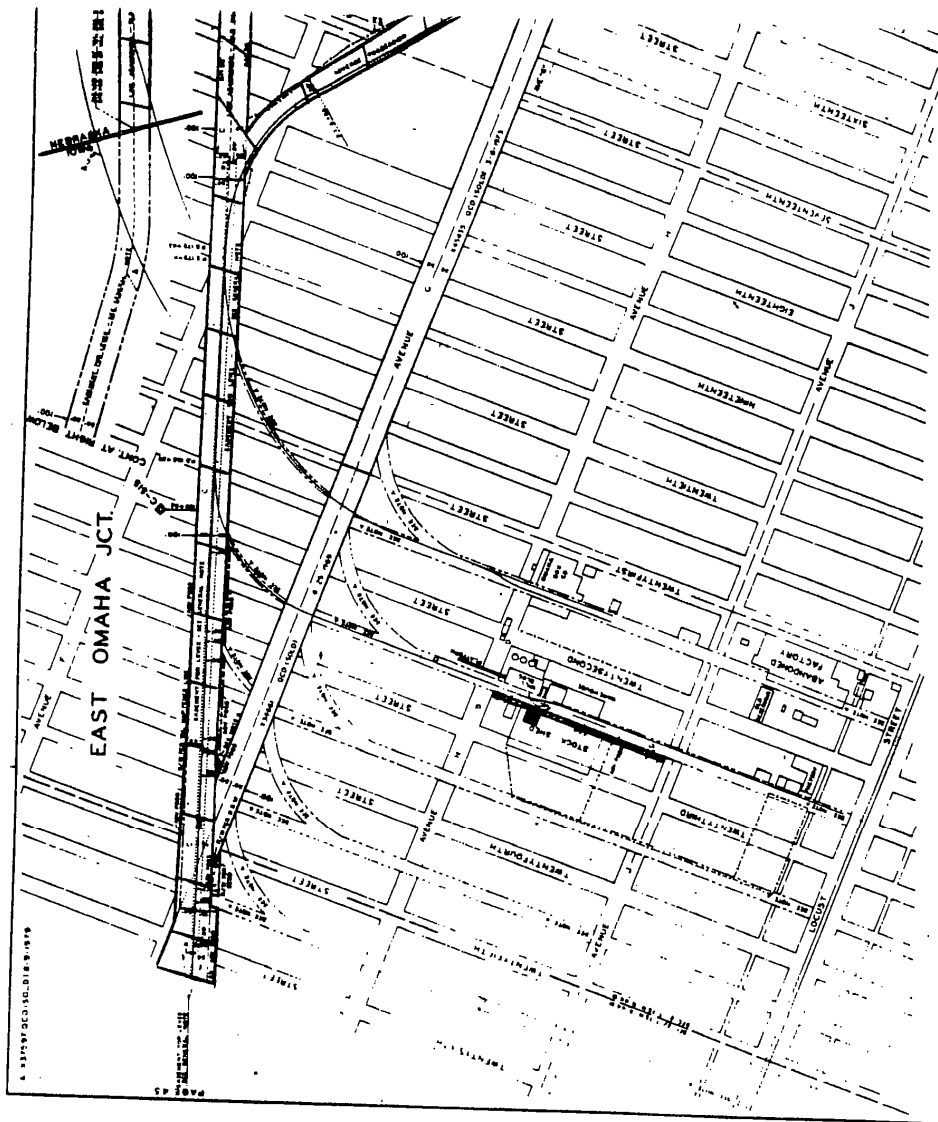
SHEET A

ILLINOIS CENTRAL RAILROAD  
 PORT OF OMAHA AND ILLINOIS  
 EAST OMAHA, NEB.  
 DRAWN BY J. H. BROWN  
 REVISION TO JAN. 1, 1904

PAGE 46

45

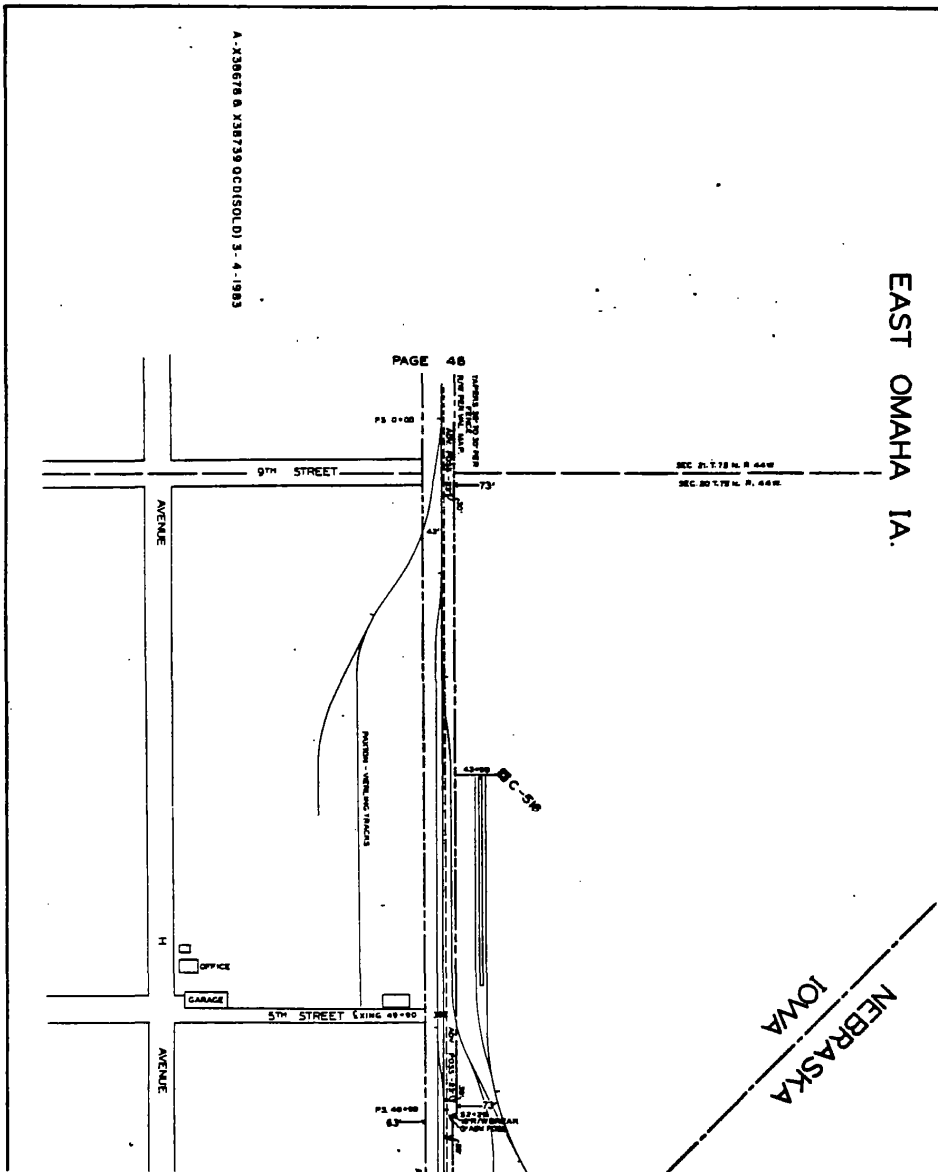


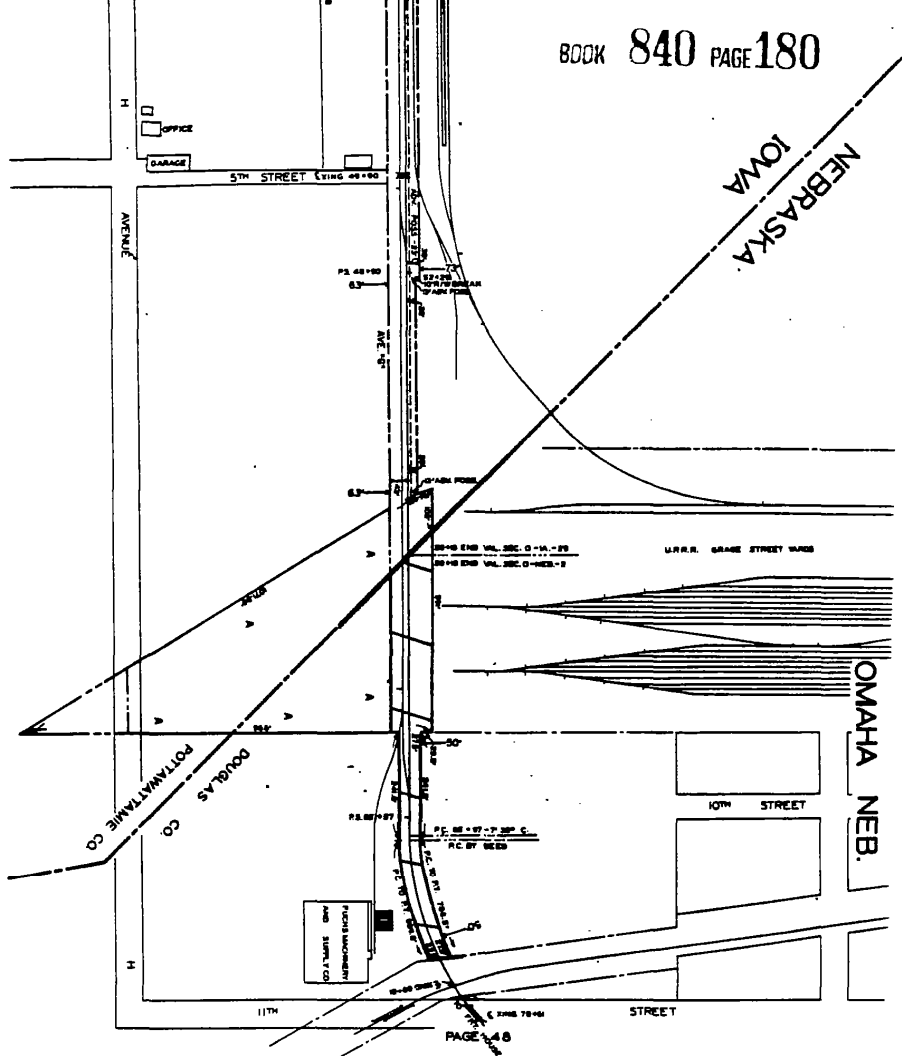


EAST OMAHA JCT.

PAGE 45

22



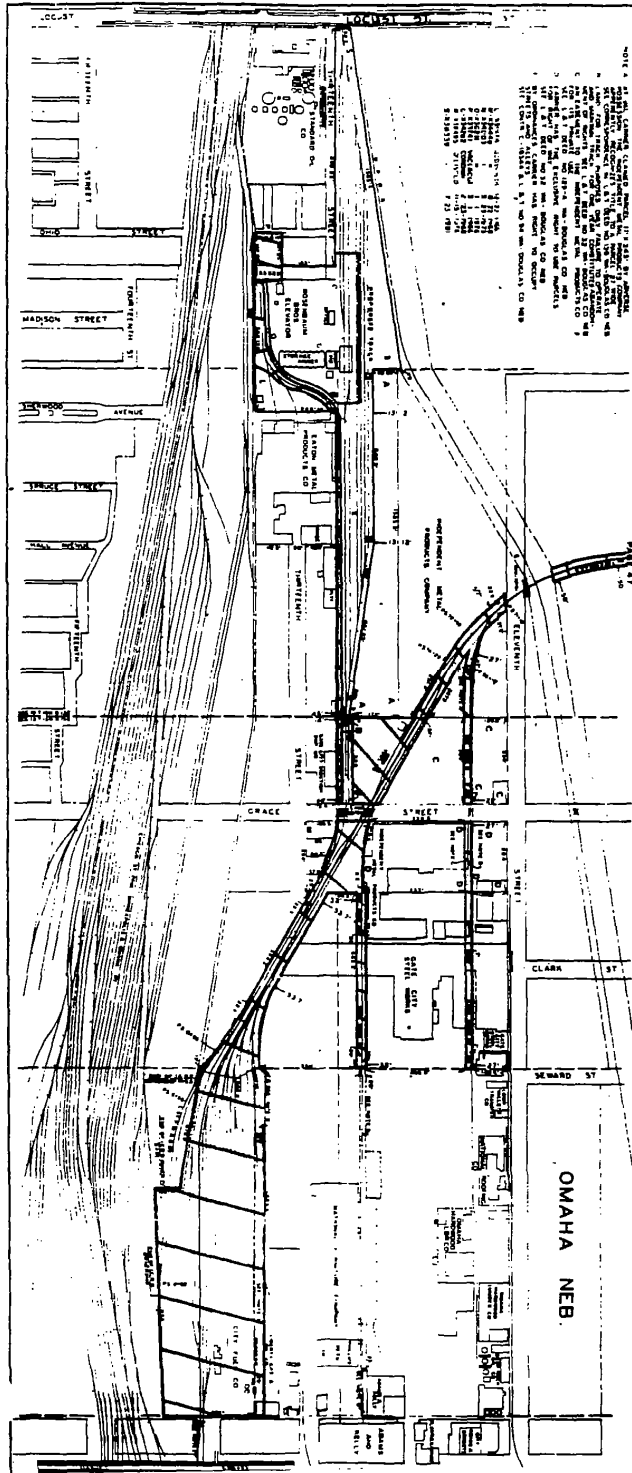


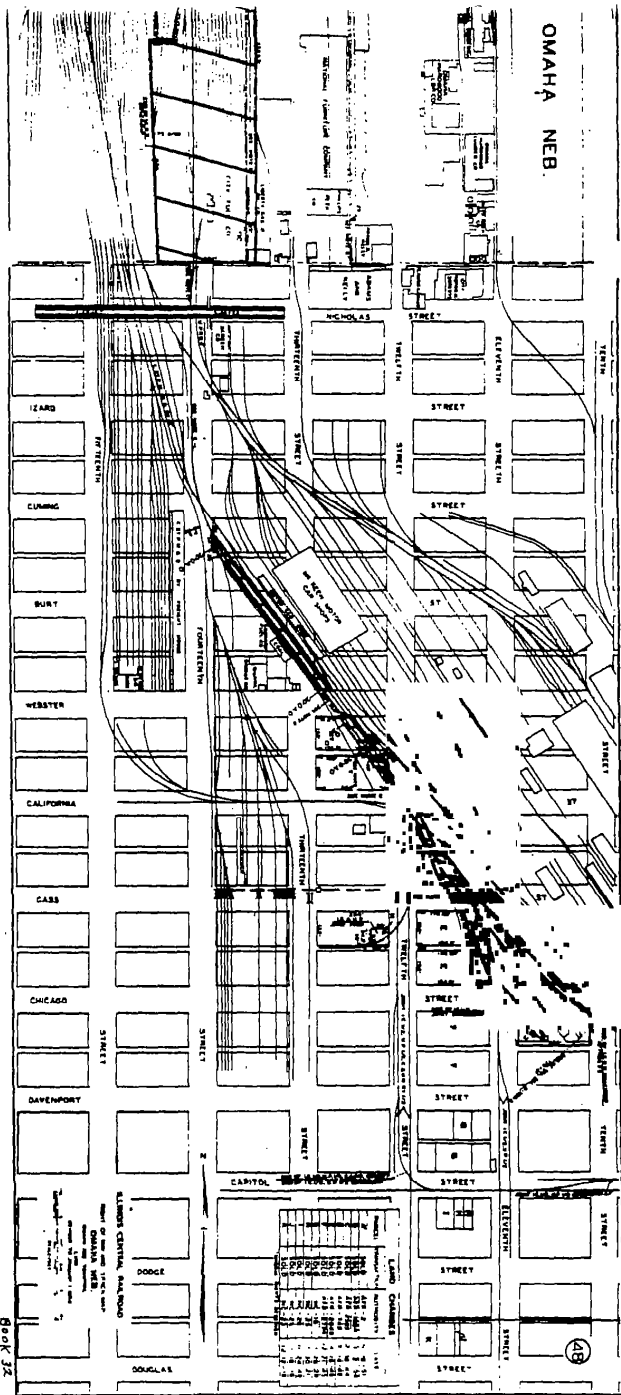
(47)

ILLINOIS CENTRAL RAILROAD  
 RIGHT OF WAY AND TRACK MAP  
 EAST OMAHA IA. - OMAHA NEB  
 REVISED TO JANUARY 1, 1924  
 SHEET C

BOOK 32

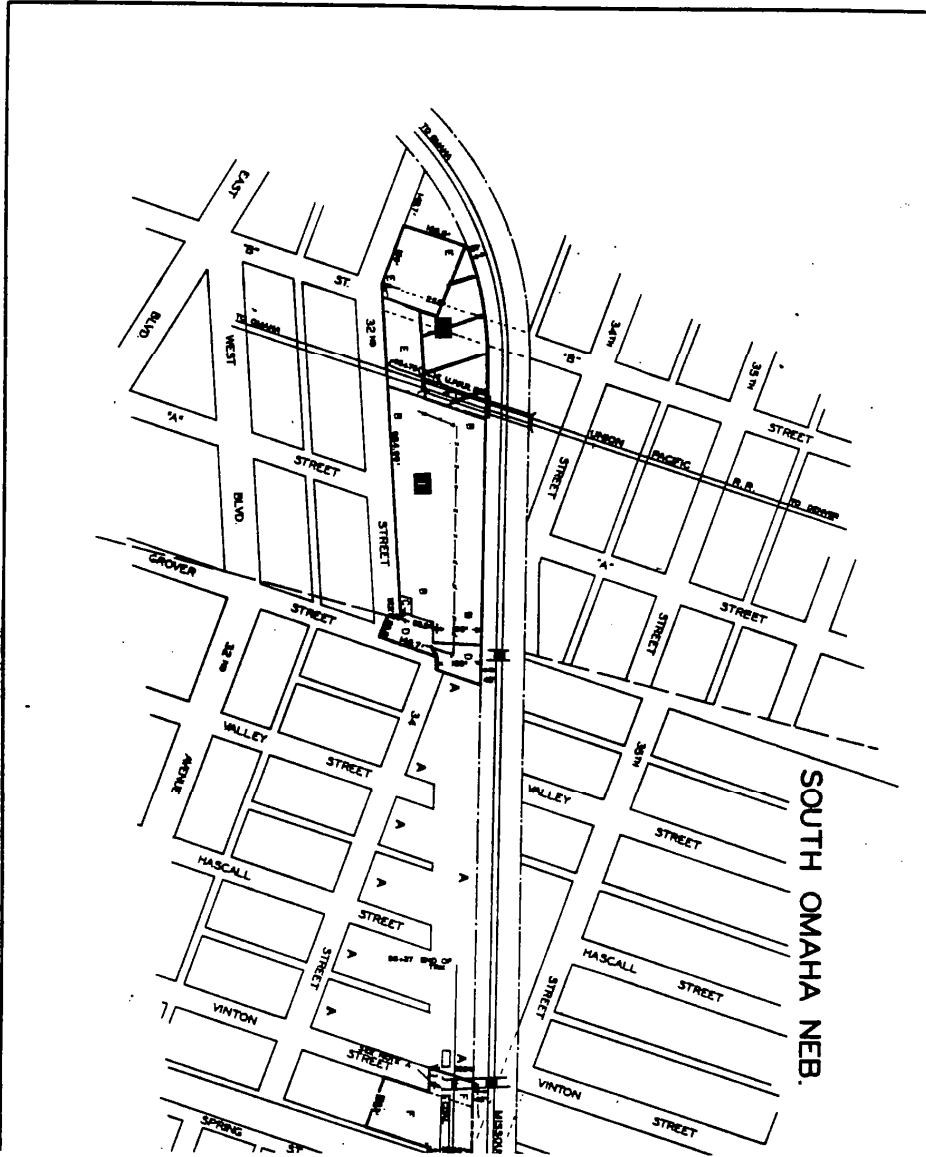






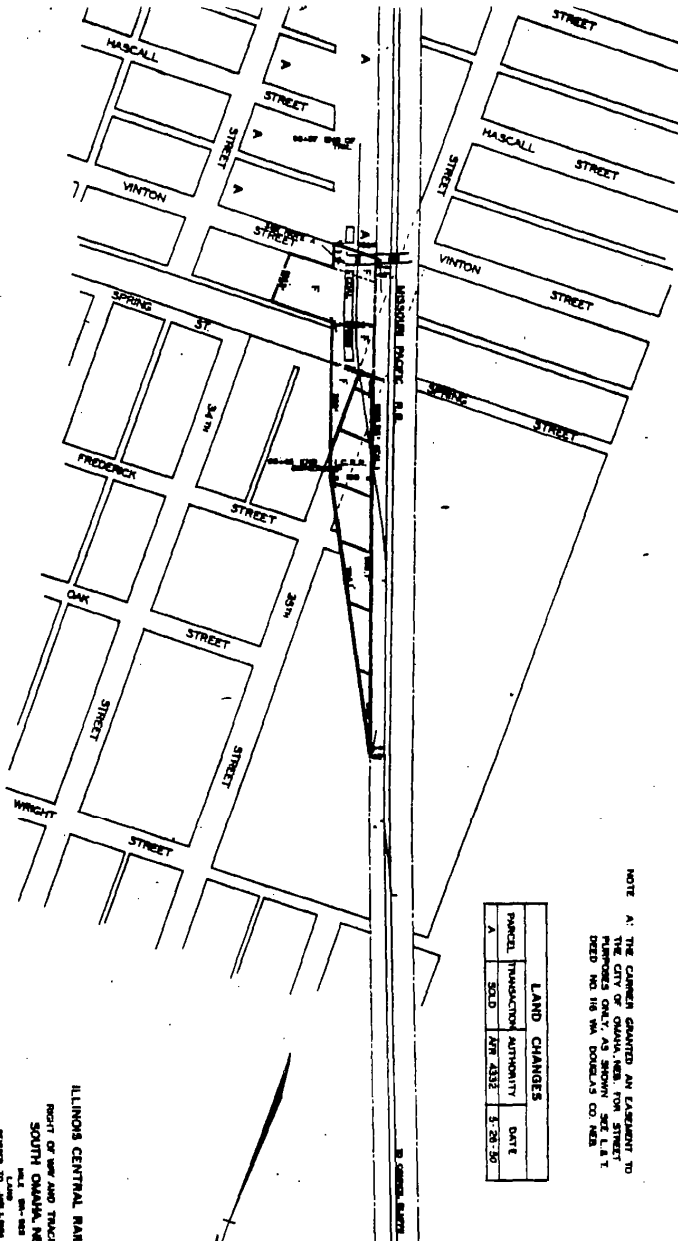
SHEET D

BOOK 840



1. 11-17-1881  
 2. 12-15-1881  
 3. 12-15-1881  
 4. 8-10-1883  
 5. 12-15-1881  
 6. 12-15-1881  
 7. 12-15-1881  
 8. 12-15-1881  
 9. 12-15-1881  
 10. 12-15-1881  
 11. 12-15-1881  
 12. 12-15-1881  
 13. 12-15-1881  
 14. 12-15-1881  
 15. 12-15-1881  
 16. 12-15-1881  
 17. 12-15-1881  
 18. 12-15-1881  
 19. 12-15-1881  
 20. 12-15-1881  
 21. 12-15-1881  
 22. 12-15-1881  
 23. 12-15-1881  
 24. 12-15-1881  
 25. 12-15-1881  
 26. 12-15-1881  
 27. 12-15-1881  
 28. 12-15-1881  
 29. 12-15-1881  
 30. 12-15-1881  
 31. 12-15-1881  
 32. 12-15-1881  
 33. 12-15-1881  
 34. 12-15-1881  
 35. 12-15-1881  
 36. 12-15-1881  
 37. 12-15-1881  
 38. 12-15-1881  
 39. 12-15-1881  
 40. 12-15-1881  
 41. 12-15-1881  
 42. 12-15-1881  
 43. 12-15-1881  
 44. 12-15-1881  
 45. 12-15-1881  
 46. 12-15-1881  
 47. 12-15-1881  
 48. 12-15-1881  
 49. 12-15-1881  
 50. 12-15-1881  
 51. 12-15-1881  
 52. 12-15-1881  
 53. 12-15-1881  
 54. 12-15-1881  
 55. 12-15-1881  
 56. 12-15-1881  
 57. 12-15-1881  
 58. 12-15-1881  
 59. 12-15-1881  
 60. 12-15-1881  
 61. 12-15-1881  
 62. 12-15-1881  
 63. 12-15-1881  
 64. 12-15-1881  
 65. 12-15-1881  
 66. 12-15-1881  
 67. 12-15-1881  
 68. 12-15-1881  
 69. 12-15-1881  
 70. 12-15-1881  
 71. 12-15-1881  
 72. 12-15-1881  
 73. 12-15-1881  
 74. 12-15-1881  
 75. 12-15-1881  
 76. 12-15-1881  
 77. 12-15-1881  
 78. 12-15-1881  
 79. 12-15-1881  
 80. 12-15-1881  
 81. 12-15-1881  
 82. 12-15-1881  
 83. 12-15-1881  
 84. 12-15-1881  
 85. 12-15-1881  
 86. 12-15-1881  
 87. 12-15-1881  
 88. 12-15-1881  
 89. 12-15-1881  
 90. 12-15-1881  
 91. 12-15-1881  
 92. 12-15-1881  
 93. 12-15-1881  
 94. 12-15-1881  
 95. 12-15-1881  
 96. 12-15-1881  
 97. 12-15-1881  
 98. 12-15-1881  
 99. 12-15-1881  
 100. 12-15-1881

TH OMAHA NEB.



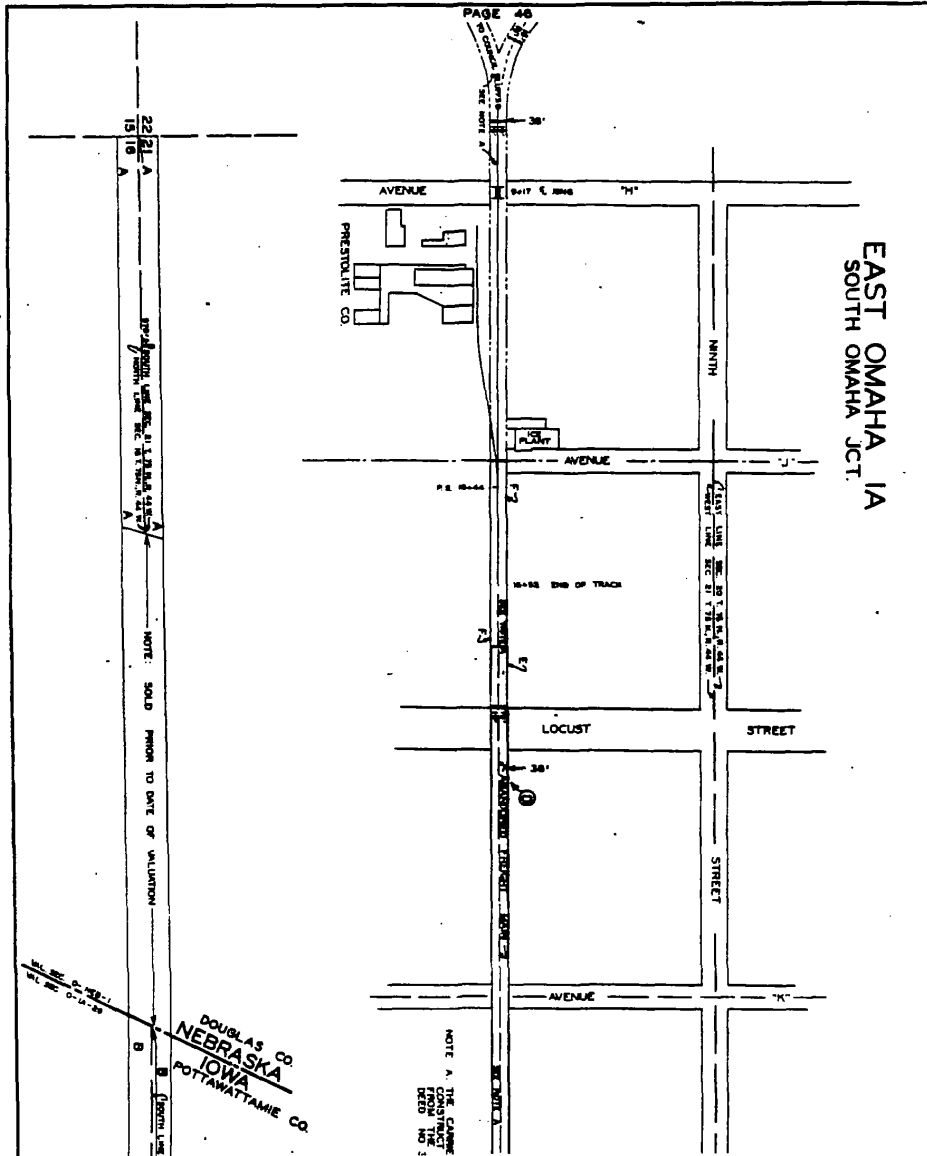
NOTE A: THE CITIES GRANTED AN EASEMENT TO THE CITY OF OMAHA, NEB. FOR STREET IMPROVEMENTS ONLY, AS SHOWN SEE I.L.R.T. MAPS NO. 16 AND 17, SERIES D OF NEB.

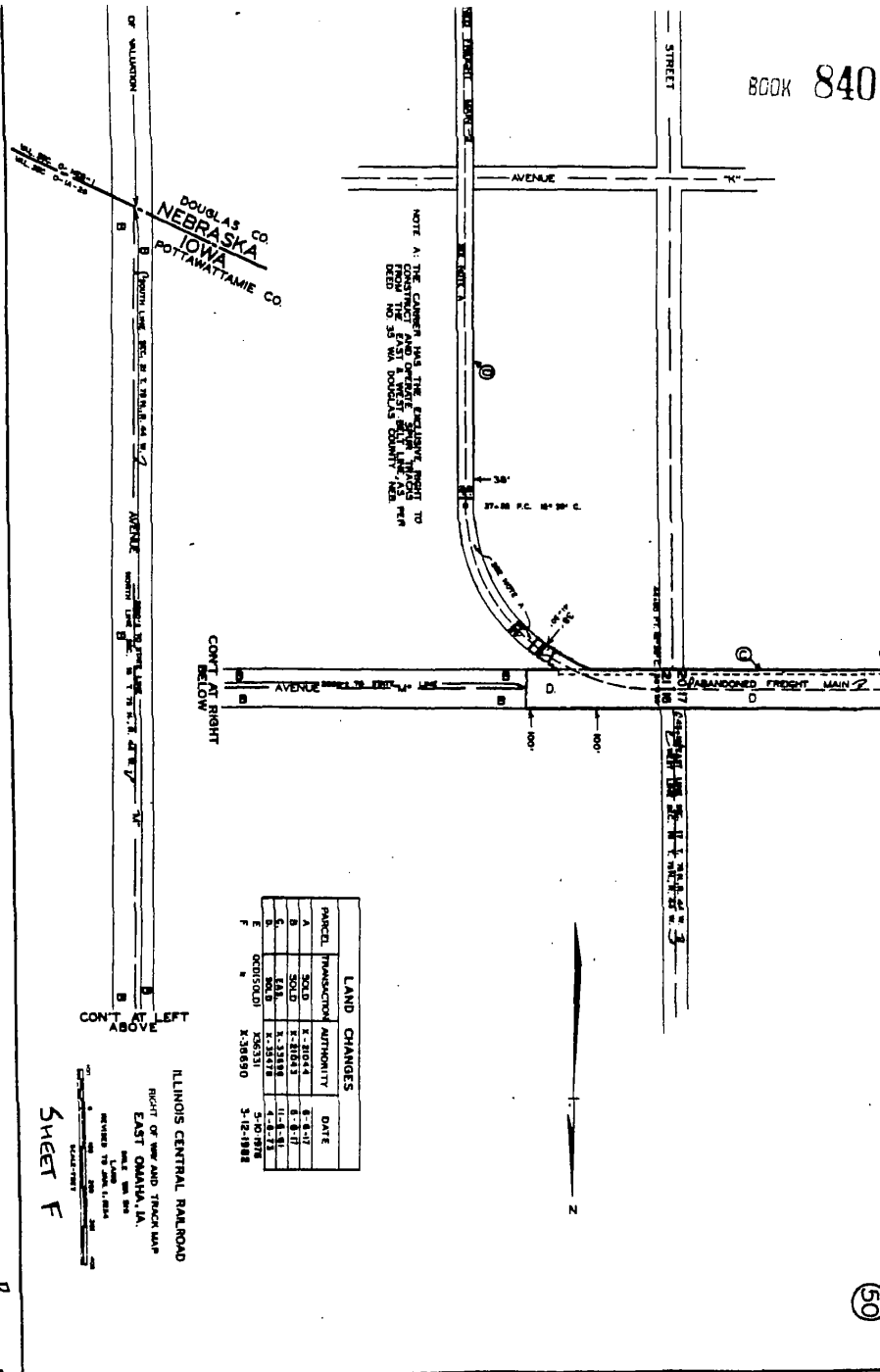
LAND CHANGES		
PARCEL	TRANSFER AUTHORITY	DATE
A	SOLD	MAY 22, 1882
		5-22-80

ILLINOIS CENTRAL RAILROAD  
 RIGHT OF WAY AND TRUCK MAP  
 SOUTH OMAHA, NEB  
 I.C.R. NO. 100  
 1880  
 1881  
 1882  
 1883  
 1884  
 1885  
 1886  
 1887  
 1888  
 1889  
 1890  
 1891  
 1892  
 1893  
 1894  
 1895  
 1896  
 1897  
 1898  
 1899  
 1900

Sheet E

AE



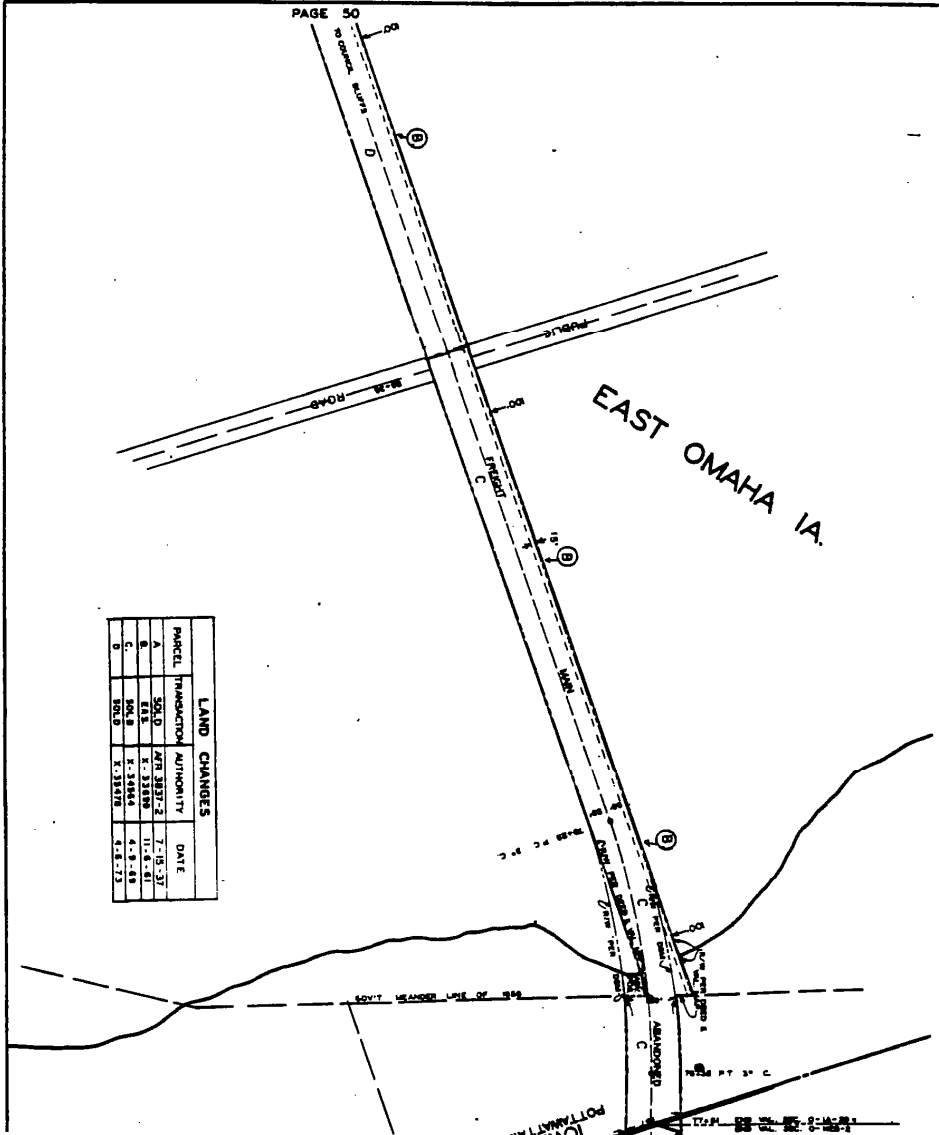


NOTE A: THE CAMBER HAS THE EXCLUSIVE RIGHT TO CONTRACT AND OPERATE WITHIN THE RAILROAD BED NO. 35 IN POTTAWATTAMIE COUNTY, IOWA

PARCEL	TRANSACTION AUTHORITY	DATE
A	3020	2-21-84
B	3020	2-21-84
C	3020	2-21-84
D	3020	2-21-84
E	3020	2-21-84
F	3020	2-21-84

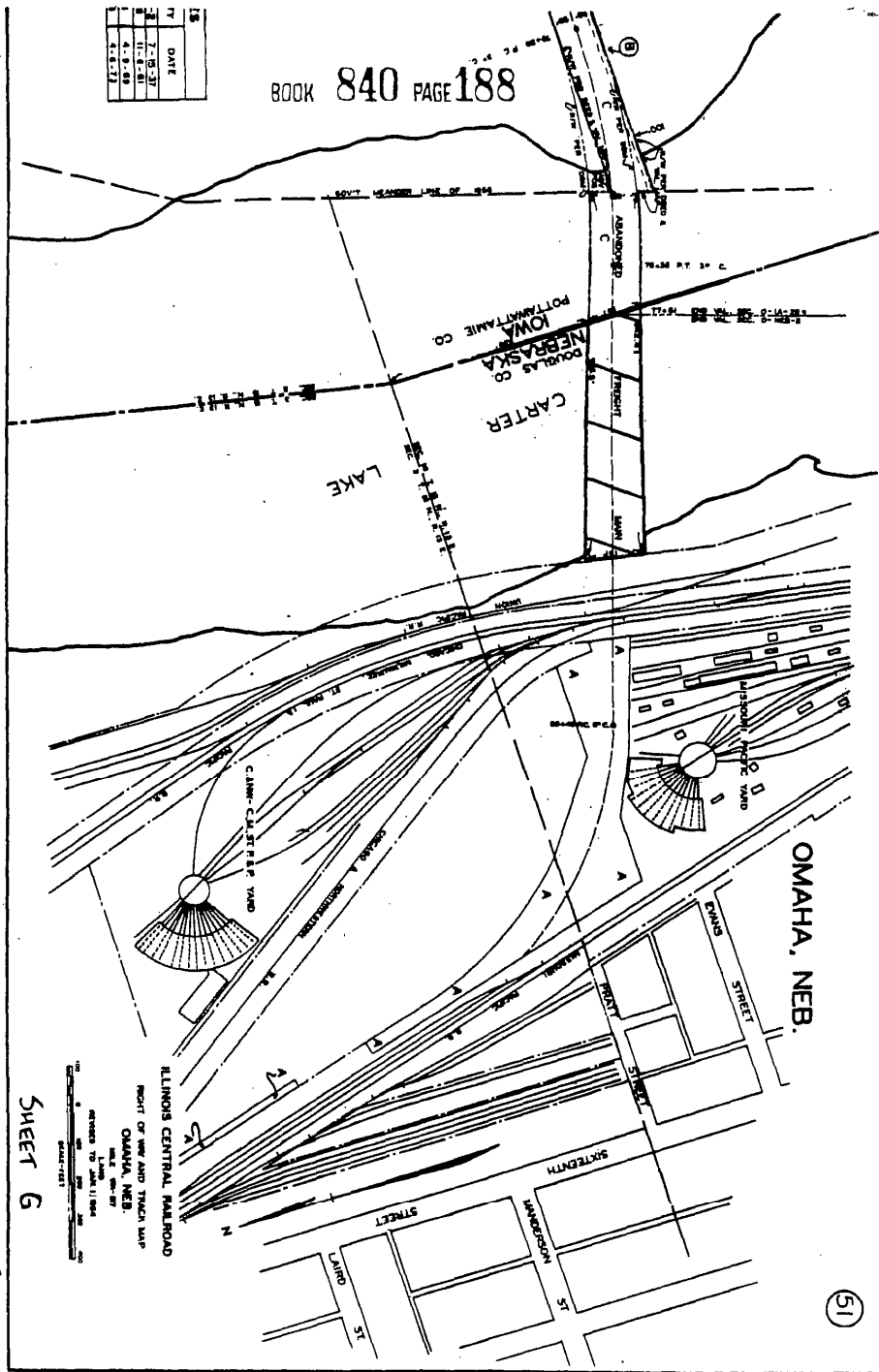
ILLINOIS CENTRAL RAILROAD  
 RIGHT OF WAY AND TRACK MAP  
 EAST OMAHA, IA.  
 SHEET F

BOOK 32 31



LAND CHANGES			
PARCEL	TRANSACTION	AUTHORITY	DATE
A	SOLD	W.P. 3837-2	7-18-37
B	SOLD	K. 33859	11-6-31
C	SOLD	K. 34854	4-9-38
D	SOLD	K. 31878	4-8-73

18	DATE
17	7-15-37
16	11-8-31
15	4-9-33
14	2-23-37



OMAHA, NEB.

ILLINOIS CENTRAL RAILROAD  
RIGHT OF WAY AND TRACK MAP  
OMAHA, NEB.

SHEET 6

BOOK 32

(51)



In addition to the real property described above, the Collateral acquired from ICG includes the following properties and rights:

## A. EQUIPMENT:

LOCOMOTIVES

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>
8012	GP10
8019	GP10
8023	GP10
8032	GP10
8033	GP10
8039	GP10
8041	GP10
8044	GP10
8045	GP10
8055	GP10
8058	GP10
8059	GP10
8063	GP10
8065	GP10
8077	GP10
8111	GP10
8114	GP10
8121	GP10
8150	GP10
8159	GP10
8163	GP10
8165	GP10
8169	GP10
8170	GP10
8181	GP10
8188	GP10
8190	GP10
8234	GP10
8258	GP10
8260	GP10
1300	SW13
1301	SW13
1428	SW14
7904	GP-8
7905	GP-8
7983	GP-8
7984	GP-8

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>
7985	GP-8
7989	GP-8
7990	GP-8
7991	GP-8
7992	GP-8
7993	GP-8
9315	GP-9
9376	GP-9
9388	GP-9
9400	GP18
9402	GP18
9405	GP18
9406	GP18
9408	GP18
9409	GP18
9413	GP18
9414	GP18
9415	GP18
9416	GP18
9417	GP18
9420	GP18
9426	GP18
9427	GP18
9428	GP18
9438	GP28
9439	GP28
9440	GP28

TOTAL 64 UNITS  
CABOOSES

<u>CABOOSE NUMBER</u>	<u>CABOOSE NUMBER</u>
199502	199042
199506	199056
199508	199045
199514	199020
199509	199049
199523	199052
199526	199004
199527	199016
199534	199048
199521	199661
199002	199043
199011	199044
199057	199053
199655	199003
199036	199046

TOTAL 30 Units

IC 086104	IC 086109	IC 086112	IC 086131	IC 086146	IC 086161
IC 086167	IC 086168	IC 086174	IC 086180	ICG361109	ICG361110
ICG361119	ICG361137	ICG361162	ICG361221	ICG361225	ICG361230
ICG361236	ICG361282	ICG361296	ICG361299	ICG361313	ICG361326
ICG361336	ICG361366	ICG361374	ICG361382	ICG361406	ICG361424

TOTAL 30 Cars

GONDOLAS

CAR NOS.	ICG 245000
	245004
	245006
	245013
	245014
	245015
	245017
	245020
	245023
	245026
	245029
	245030
	245034
	245035
	245036
	245040
	245043
	245044
	245046
	245047
	245050
	245052
	245053
	245055
	245056
	245057
	245058
	245060
	245062
	245065
	245072
	245081
	245082
	245086
	245090
	245091
	245092
	245095
	245097
	245099

TOTAL Cars 40

Communication and signal tools, equipment and supplies on Rail Line.

Bridge and Building tools, equipment and supplies on Rail Line.

Pile Driver ICG 100460 with driver, leads and buckets.  
Tender Car IC 4211  
Idler Car ICG 101211

(11) B&B Tool Cars:

ICX 2779 material  
ICX 3048 material  
ICX 1789 concrete  
ICX 1971 tool car  
ICX 2994 office & tool  
ICX 3071 office car  
ICX 2859 tool car  
ICX 2602 tool car  
ICX 3796 material  
ICX 3809 material  
ICX 2781 material

(3) Signal Cars on Rail Line:

ICX 2264  
ICX 2600  
ICX 101557

(1) Rail Motor Car ICG 100473

(5) Air Compressors, with all attachments.

(3) Welding Sets, complete with wire, feed, grinders, Boute welding equipment and power expanders.

(6) Power Plants - generators and lighting.

Engineering instruments, tools, equipment and records.

Hyrrail gear and radios on all automotive equipment on Rail Line.

Handset and Packset radios existing on "Rail Line", including engine radios.

Complete Tariff File.

- 2 -

(20) Highly Visible Rear End Marking Devices (Placard Type).

Division Reports applicable to Rail Line (confidential handling required).

Rail Fastenings on Rail Line.

(2) Kline Trucks MD 7001 and MD 7003

(1) Second-Hand Roller Bearing Puller.

(1) Radial Drill Press (second hand).

1,000,000 gallons of Diesel Fuel.

(3) Sets of 26 Air Brake equipment.

(2) Sets of ABDW Air Brake equipment.

(12) D-77 Traction Motors.

(2) WBDRM Air Compressors

(2) 10-KW Auxillary Generators.

(12) 567-C Fork Power Assemblies.

(12) 567-C Blade Power Assemblies.

(6) 645-E Fork Power Assemblies.

(6) 645-E Blade Power Assemblies.

(12) Water Pumps.

Furnishings, Equipment, & Records in all offices on the line, excluding lease furnishing or equipment.

- 3 -

## (12) Power Track Drills

	<u>Make</u>	<u>Model</u>
PTD-139	Nordberg	CD
245	"	CD
311	"	CD
326	"	CD
352	"	CD
368	"	CD
473	"	CD
569	"	CD
592	"	CD
632	"	CD
634	"	CD
364	"	CD

## (12) Power Rail Saws

PRS-322	Racine	TK-16
378	"	TK-16
380	"	TK-16
432	"	TK-16
469	"	TK-16
471	Safetran	
486	Racine	TK-16
498	"	TK-16
547	"	TK-16
(*)	"	TK-16
(*)	"	TK-16
(*)	"	TK-16

13 Motor Cars

F-8975	Fairmont	S-12-H
F-8933	"	MT-19-A-14
F-8931	"	MT-14-L
F-8399	"	A3-D-2
F-8102	"	S-2-H-15
F-7785	"	S-2-F-3-40
F-8067	"	A3-D-1
F-8854	"	M-19
F-7077	"	A3-C-2
F-8872	"	A3-E-1
F-7587	"	M-19-E-4
F-7197	"	A-3-C-2
F-8167	"	A-3-D-2

- 4 -

<u>Co. No.</u>	<u>Make</u>	<u>Model</u>
(1) Derrick-Hand D-67	Fairmont	W-64-A-3
(1) Derrick-Hand D-68	Fairmont	W-64-A-3
(1) Derrick-Hand D-64	Fairmont	W-64-A-3
(1) Electric Welder EW 122	Miller	2DD A/C-DF
(1) Wire Drive RW 2	Auto Arc	4000 C
(1) Rail Grinder GG 189	Nordberg	DG
(1) Rail Puller SRP-19	Simplex	RPE-120
(1) Brush Cutter BC-7	Kershaw	10-6
(1) Bolt Tightener PBT-117	Nordberg	DW
(1) Bolt Tightener PBT-201	Raco	C
(1) Mowers-Tractors 6643	Oliver	770
(1) Mowers-Tractors 6681	John Deere	1020
(1) Mowers-Tractors 6665	IHC	2424
(1) Tractor-FEL CA 261	Case	580
(1) Tractor-Backhoe JD 260	John Deere	JD 310A
(1) Tractor-Backhoe 6605	Oliver	770
(1) Burrow Crane PR-40	Burro	30
(1) Anchor Applicator AA10	Racine	AF
(1) Anchor Applicator AA 18	Racine	AF
(1) Tamper Torsion Beam MT-123	Tamper, Inc.	ETBAG-6
(1) Tamper, Jr. MT-207J	Tamper, Inc.	UDM JSR
(1) Tamper Switch MT-300	Tamper, Inc.	NS
(1) Regulator BRC-29	Kershaw	26-2-2
(1) Air Compressor CR 234	LeRoi	150RG2E
(1) Spike Driver SD-205	1R	6PB8B
(1) Clamshell Bucket CB 52	Burro	58

- 5 -

<u>Description</u>	<u>Co. No.</u>
15 Snow Plows	ICX 8033 8034 8035 8037 8041 8034 8045 8047 8048 8051 8052 8055 8056 8057 8058
(1) Russell Snow Plow	ICX 8030
(1) Panel Car	ICG 920214
(1) Panel Car	905357
(12) Panel Rails	
(1) MT Flat For Use with Panel Rails	ICG 100649



- 6 -

TRACK MATERIALS

200 ton 90-lb. rail  
100 ton 112-lb. rail  
100 ton 115-lb. rail

100 pr. 90-lb. bars  
50 pr 112-lb. bars  
50 pr 115-lb. bars

1000 90-lb. tie plates  
1500 112-lb. tie plates

10 90-lb. No. 8 turnouts complete  
10 112-lb. No. 10 turnouts complete

20 kegs 1X 6 track bolts with washers  
30 kegs new 5/8 track spikes

EXHIBIT A

FLAT CARS

GMO 74084	GMO 74087	GMO 74088	GMO 74552	IC 60202	IC 60212
IC 60216	IC 60232	IC 60233	IC 60237	IC 60242	IC 60258
IC 60266	IC 60267	IC 60284	IC 60286	IC 60292	IC 60294
IC 60332	IC 60359	IC 60441	IC 60443	IC 60446	IC 60468
IC 60479	IC 60483	IC 60490	IC 260514	IC 920464	IC 920470
IC 920603	IC 920607	IC 920656	IC 920677	IC 970573	IC 971513
ICG 920105	ICG 920196	ICG 920413	ICG 920474	ICG 920483	ICG 920501
ICG 920555	ICG 920561	ICG 920600	ICG 920608	ICG 920687	ICG 921807
ICG 971520	ICG 971535				

COVERED HOPPER CARS

GMO 081089	IC 056003	IC 056016	IC 056020	IC 056026	IC 056030
IC 056035	IC 056036	IC 056043	IC 056046	IC 056052	IC 056055
IC 056060	IC 056067	IC 056068	IC 056075	IC 056079	IC 056090
IC 056096	IC 056097	IC 056114	IC 056121	IC 056125	IC 056129
IC 056133	IC 056136	IC 056137	IC 056143	IC 056152	IC 056169
IC 056171	IC 056173	IC 056181	IC 056182	IC 056186	IC 056189
IC 056191	IC 056208	IC 056209	IC 056218	IC 056227	IC 056228
IC 056231	IC 056262	IC 056271	IC 056274	IC 056276	IC 056287
IC 056289	IC 056299	IC 056338	IC 056384	IC 056843	IC 056850
IC 056906	IC 056943	IC 056944	IC 056948	ICG 755150	ICG 764314
ICG 764340	ICG 764353	ICG 764361	ICG 764366	ICG 764383	ICG 764400
ICG 764403	ICG 764406	ICG 764466	ICG 764476	ICG 764490	ICG 764524
ICG 764525	ICG 764580	ICG 765609	IC 056011	IC 056023	IC 056033
IC 056041	IC 056077	IC 056087	IC 056091	IC 056111	IC 056119
IC 056128	IC 056132	IC 056144	IC 056147	IC 056168	IC 056175
IC 056184	IC 056198	IC 056205	IC 056211	IC 056213	IC 056217
IC 056221	IC 056232	IC 056247	IC 056248	IC 056283	IC 056296
IC 056913	IC 056915	IC 056938	IC 056939	IC 056940	IC 056942
ICG 755145	ICG 764402	ICG 764449	ICG 764455	ICG 764537	ICG 764545
IC 056028	IC 056057	IC 056070	IC 056095	IC 056105	IC 056127
IC 056150	IC 056164	IC 056178	IC 056202	IC 056206	IC 056223
IC 056233	IC 056246	IC 056250	IC 056269	IC 056292	IC 056293
IC 056845	IC 056846	IC 056849	IC 056908	IC 056911	IC 056920
IC 056923	IC 056925	IC 056936	IC 056949	IC 056952	IC 056965
ICG 755131	ICG 755138	ICG 764372	ICG 764374	ICG 764386	ICG 764460
ICG 764493	ICG 764543	ICG 764724	IC 056004	IC 056059	IC 056084
IC 056089	IC 056109	IC 056113	IC 056122	IC 056123	IC 056130
IC 056135	IC 056146	IC 056165	IC 056167	IC 056188	IC 056201
IC 056207	IC 056216	IC 056229	IC 056257	IC 056268	IC 056275
IC 056844	IC 056902	IC 056903	IC 056905	IC 056916	IC 056919
IC 056930	IC 056931	IC 056941	IC 056946	IC 056947	IC 056951
ICG 764339	IC 056369	IC 056917	ICG 755132	IC 056953	IC 056954
IC 056958	IC 056961	IC 056969	IC 056971	IC 056973	IC 056978
IC 056980	IC 056993				

TOTAL 200 CAR

B. CERTAIN RIGHTS:

All rights assigned to the Railway Company under a certain Assignment executed by ICG on the Closing Date with respect to licenses, leases, easements, trackage rights, joint facility agreements and all other assignable agreements applicable to the railroad lines acquired by the Railway Company from ICG.

Certain Other Collateral

All rights of the Railway Company under the Purchase and Sale Agreement made as of the 1st day of April, 1985, by and between ICG and the Railway Company, as amended, and all certificates, agreements and other instruments delivered to the Railway Company by ICG thereunder or entered into between the Railway Company and ICG pursuant thereto, including closing certificates, the agreements and instruments attached as exhibits to such Purchase and Sale Agreement and all indemnity and escrow agreements entered into in connection with the closing under such Purchase and Sale Agreement.