COUNTERPART

No. 6 of 8

RECORDATION NO. 6474-A Filed & Recorded

MAY 1 1972 -12 05 PM

INTERSTATE COMMERCE COMMISSION

STATEMENT OF NEW NUMBER

The Chicago and North Western Railway Company shall change and substitute the serial number of one (1) 1500 H.P., Type F-7 Diesel-Electric Locomotive, included under Conditional Sale Agreement between Harris Trust and Savings Bank, Seller, and Chicago and North Western Railway Company, Buyer, dated as of January 20, 1972, as follows:

Original Serial Number	Substituted and new Serial Number
260	331

The aforesaid change and substitution of serial number shall become effective upon the filing of this statement with the Interstate Commerce Commission for recordation in accordance with Section 20(c) of the Interstate Commerce Act, as amended.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By _____
Vice President

ATTEST:

E. E. Marquardt
Assistant Secretary

April 27, 1972

CHICAGO AND **ASSUMPTION AGREEMENT**, dated June 1, 1972, between NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called the "North Western"), and HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (hereinafter called the "Seller"),

WITNESSETH:

WHEREAS, pursuant to a Conditional Sale Agreement dated as of January 20, 1972 (hereinafter called the "Conditional Sale Agreement"), between the Seller and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called the "Vendee:), there was conditionally sold to the Vendee certain railroad equipment, the full legal title thereto remaining vested in the Seller; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 27, 1972 under recordation No. 6474; and

WHEREAS, pursuant to authority and approval granted by the Interstate Commerce Commission in an order dated April 28, 1972, in Finance Docket 26371, Vendee sold substantially all of its lines of railroad, effective June 1, 1972, to North Western in conformity with applicable law (hereinafter called the "Sale"); and

WHEREAS, under the terms of the Sale, all of the rights and interests of the Vendee under the Conditional Sale Agreement were transferred to the North Western and the North Western assumed the obligations, duties and liabilities of the Vendee under the Conditional Sale Agreement; and

WHEREAS, the North Western intends by means of this Assumption Agreement to comply with the provisions of the first paragraph of Article 13 of the Conditional Sale Agreement and seeks acknowledgement by the Seller that the substance and form of this Assumption Agreement are satisfactory and in accordance with said Article 13 of the Conditional Sale Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereafter set forth, it is agreed between the parties hereto that:

RECORDATION NO. 6474-B Filed & Recorded
JUL 13 1972 12 10 P.M
INTERSTATE COMMERCE COMMISSION

1. The North Western hereby expressly assumes and agrees to perform and abide by all obligations and conditions on the part of the Vendee to be kept and performed under the Conditional Sale Agreement to the same extent as though the North Western had been named therein in place of the Vendee and had itself signed, executed and delivered the Conditional Sale Agreement.

2. The Seller hereby acknowledges that this Assumption Agreement is an appropriate instrument satisfactory in substance and form, in accordance with Article 13 of the Conditional Sale Agreement.

3. The North Western will promptly cause this Assumption Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. The Conditional Sale Agreement and the Assignment and all the terms and provisions thereof, except as modified by this Assumption Agreement, shall continue in full force and effect.

5. This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed as of the date first above written.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By _____
Vice President

ATTEST:

_____
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

By _____
Vice President

ATTEST:

_____
Assistant Secretary

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

I, F J Roy a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that R. D. LEACH and V. J. LUISI, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of Chicago and North Western Transportation Company and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st day of June, 1972.

My commission as such Notary Public expires

My Commission Expires May 19, 1974

F J Roy

Notary Public in and for the County of Cook, in the State of Illinois.

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, FRANCES HURITZ a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that FREDERIC L. WEBBER and R. G. MASON, to me personally known and known to me to be, respectively, a VICE PRESIDENT and an ASSISTANT SECRETARY of HARRIS TRUST AND SAVINGS BANK and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being dirst duly sworn by me, severally acknowledged to me that they are, respectively, a VICE PRESIDENT and an ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at CHICAGO, ILLINOIS this 16TH day of JUNE, 1972.

My commission as such Notary Public expires

MY COMMISSION EXPIRES AUGUST 23, 1974

Frances Huritz

Notary Public in and for the County of COOK, in the State of ILLINOIS