

6968 B

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

JAN 14 1974 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 15, 1973, between BORG WARNER EQUITIES CORPORATION (hereinafter called the Vendee or the Lessor), CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called the Railroad) and FIRST SECURITY BANK OF UTAH, as Agent under a Finance Agreement dated as of February 1, 1973 (hereinafter called the Vendor).

WHEREAS the Vendee, the Railroad and the Vendor have entered into a Reconstruction and Conditional Sale Agreement dated as of February 1, 1973 (hereinafter called the Conditional Sale Agreement) wherein the Railroad, as builder, has agreed to reconstruct, sell and deliver the railroad equipment (hereinafter called the Equipment) described in Schedule A to the Conditional Sale Agreement;

WHEREAS the Lessor and the Railroad have entered into a Lease of Railroad Equipment dated as of February 1, 1973 (hereinafter called the Lease), with respect to the Equipment;

WHEREAS the Conditional Sale Agreement and the Lease were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on March 22, 1973, at 4:20 p.m., under Recordation Nos. 6968 and 6968-A, respectively;

WHEREAS road number 1012 which appears on Schedule A to the Conditional Sale Agreement and on Schedule A to the Lease should have been road number 1014, and the parties hereto desire to amend the Conditional Sale Agreement and the Lease, respectively, to correct Schedule A:

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth; the parties hereto do hereby agree as follows:

1. Schedule A to the Conditional Sale Agreement and Schedule A to the Lease are hereby amended by changing the Lessee's road numbers for 13 of the 16 1000 HP EMD NW-2 Diesel Locomotives listed therein to "1001 thru 1011 and 1013 thru 1014" from "1001 thru 1013".

2. The Lessee will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

3. Except as amended hereby, the Conditional Sale Agreement and the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized,

and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

BORG WARNER EQUITIES CORPORATION,

by J. H. Zuercher  
Vice President

Attest:

[Signature]  
Assistant Secretary

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,

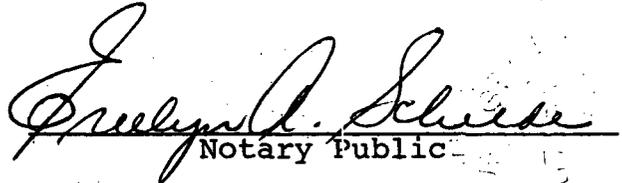
by \_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 19th day of December 1973, before me personally appeared J. G. Quinnert, to me personally known, who, being by me duly sworn, says that he is a Vice President of Borg Warner Equities Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1973, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a Vice President of Chicago and North Western Transportation Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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

STATE OF UTAH,            )  
                                  ) ss.:  
COUNTY OF SALT LAKE,)

On this            day of            1973, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-Laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

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Notary Public

AMENDMENT AGREEMENT dated as of December 15, 1973, between BORG WARNER EQUITIES CORPORATION (hereinafter called the Vendee or the Lessor), CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called the Railroad) and FIRST SECURITY BANK OF UTAH, as Agent under a Finance Agreement dated as of February 1, 1973 (hereinafter called the Vendor).

WHEREAS the Vendee, the Railroad and the Vendor have entered into a Reconstruction and Conditional Sale Agreement dated as of February 1, 1973 (hereinafter called the Conditional Sale Agreement) wherein the Railroad, as builder, has agreed to reconstruct, sell and deliver the railroad equipment (hereinafter called the Equipment) described in Schedule A to the Conditional Sale Agreement;

WHEREAS the Lessor and the Railroad have entered into a Lease of Railroad Equipment dated as of February 1, 1973 (hereinafter called the Lease), with respect to the Equipment;

WHEREAS the Conditional Sale Agreement and the Lease were recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on March 22, 1973, at 4:20 p.m., under Recordation Nos. 6968 and 6968-A, respectively;

WHEREAS road number 1012 which appears on Schedule A to the Conditional Sale Agreement and on Schedule A to the Lease should have been road number 1014, and the parties hereto desire to amend the Conditional Sale Agreement and the Lease, respectively, to correct Schedule A;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth; the parties hereto do hereby agree as follows:

1. Schedule A to the Conditional Sale Agreement and Schedule A to the Lease are hereby amended by changing the Lessee's road numbers for 13 of the 16 1000 HP EMD NW-2 Diesel Locomotives listed therein to "1001 thru 1011 and 1013 thru 1014" from "1001 thru 1013".

2. The Lessee will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

3. Except as amended hereby, the Conditional Sale Agreement and the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized,

and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

BORG WARNER EQUITIES CORPORATION,

by

Vice President

Attest:

Assistant Secretary

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by

*Jm Butler*  
Vice President

Attest:

*J. E. Marquardt*  
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,

by

Authorized Officer

Attest:

Authorized Officer

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of            1973, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is a Vice President of Borg Warner Equities Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 18<sup>th</sup> day of December 1973, before me personally appeared *J. M. Butler*, to me personally known, who being by me duly sworn, says that he is a Vice President of Chicago and North Western Transportation Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

*J. J. Brown*  
\_\_\_\_\_  
Notary Public

My Commission Expires May 19, 1974

