

JUL 18 1975 - 11 52 AM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of July 14, 1975 between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called the "Railroad") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter called the "Assignee").

WHEREAS, CHICAGO AND NORTH WESTERN RAILWAY COMPANY (hereinafter called the "Buyer") entered into a certain Conditional Sale Agreement dated as of July 15, 1971 (hereinafter called the "Conditional Sale Agreement" with Northwest Properties Company (hereinafter called the "Seller") for the sale to and purchase by the Buyer of the railroad equipment described and defined therein as the "Equipment" (hereinafter called the "Equipment");

WHEREAS, the Assignee entered into a certain Agreement and Assignment dated as of July 15, 1971 with the Seller (hereinafter called the "Assignment") under which the Seller assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee;

WHEREAS, the Railroad has acquired all the rights and interests of the Buyer in the Equipment and, by Assumption Agreement dated June 1, 1972 between the Railroad and the Assignee (hereinafter called the "Assumption Agreement"), has agreed to be bound by, and has assumed and agreed to perform all the Buyer's obligations under, the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment and the Assumption Agreement were filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on 7/22/71 and 7/1/73, respectively, and were assigned recordation Nos. 6248 and 6248-B;

WHEREAS, the units of the Equipment identified in Schedule A hereto as "Casualty Units," have suffered a Casualty Occurrence (as defined in Section 7 of the Conditional Sale Agreement) and the Railroad desires to replace such units pursuant to Section 7 of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements hereinafter set forth, it is agreed by the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include, and the term "Equipment" as used therein shall include, the units of railroad equipment identified in Schedule A hereto as "Replacement Units," as though such units were originally described in the Conditional Sale Agreement and included in the term "Equipment."

2. The Assignment is hereby amended so that the term "Equipment" as used therein includes the Replacement Units and the term "Conditional Sale Agreement" as used therein means the Conditional Sale Agreement as hereby amended.

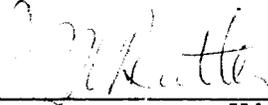
3. The Railroad will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and this Supplemental Agreement shall become effective upon such filing and recording.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

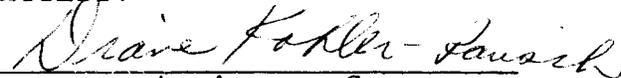
5. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such counterpart. Although this Supplemental Agreement is dated for convenience as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By   
Vice President

ATTEST:

  
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By   
Vice President

ATTEST:

  
Commercial Banking Officer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 15th day of July 1975  
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 the seal 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.

(NOTARIAL SEAL)

F. J. Brown  
Notary Public

My Commission expires:

May 21, 1978

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 16th day of July 1975  
before me personally appeared A. P. LANGENDORF,  
to me personally known, who being by me duly sworn, says that  
he is a Vice President of the CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to  
the foregoing instrument is the corporate seal of said corpo-  
ration, 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.

(NOTARIAL SEAL)

A. P. Langendorf  
Notary Public

My Commission expires:

9-22-78

SCHEDULE A

Casualty Units  
Diesel Locomotives

Replacement Units  
 70-ton Open top  
Hopper Cars

<u>System No.</u>	<u>Car No.</u>	<u>Purchase Price</u>
CNW 236	CNW 112496	\$ 6,329.31
CNW 243	CNW 112497	6,329.31
CNW 326	CNW 112498	6,446.27
CNW 328	CNW 112499	6,494.10
	CNW 112500	6,329.31
	CNW 112501	6,476.15
	CNW 112502	6,329.31
	CNW 112503	6,494.76
	CNW 112504	6,329.31
	CNW 112505	6,329.31
	CNW 112506	6,464.79
	CNW 112507	6,476.15
	CNW 112508	6,499.14
	CNW 112509	6,505.73
	CNW 112510	6,464.79
	CNW 112511	6,462.02
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	Total	<u><u>\$102,759.76</u></u>