

FIRST AMENDMENT TO LEASE OF
DIESEL-ELECTRIC LOCOMOTIVES
AND
BILL OF SALE

RECORDATION NO. 6014 ^A Filed & recorded
JAN 30 1975 - 10 25 AM
INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO LEASE OF DIESEL-ELECTRIC LOCOMOTIVES AND BILL OF SALE, dated as of January 24, 1975, by and between THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, first party, (hereinafter "Lessor"), and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, second party, (hereinafter "Lessee"),

WITNESSETH:

WHEREAS, the parties hereto entered into a certain LEASE OF DIESEL-ELECTRIC LOCOMOTIVES, dated as of November 1, 1968, (hereinafter the "Lease", which was duly filed and recorded with the Interstate Commerce Commission under the provisions of Section 20c of the Interstate Commerce Act, on December 9, 1968, as Document No. 6014), included in which are the following described locomotives, to-wit:

- 4 Model GP 40 Freight Units, 3000 H.P. with Locotrol Master Equipment, manufactured by General Motors Corporation, Electro-Motive Division, bearing Lessee's road numbers 2057 to 2060, both inclusive, and

WHEREAS, the Lessee has represented to Lessor that the Locotrol Master Equipment attached to said locomotives has become economically unserviceable on said locomotives; that such Locotrol Master Equipment may be readily removed from said locomotives without injury to or detracting from the operability of said locomotives as locomotives without said Equipment, and that the parts and materials constituting said Equipment have a cash value computable as is the Casualty Value of a Locomotive under the provisions of Section 6 of the Lease, and Lessee has requested the right to remove from said locomotives said Locotrol Master Equipment and the sale and conveyance thereof to it by Lessor; and

WHEREAS, Lessor and Lessee have agreed upon a value and price to be paid by Lessee for said Locotrol Master Equipment, when removed by Lessee from said locomotives, and said price as agreed is the aggregate amount of \$87,800.00.

NOW, THEREFORE,

1. The Lessor and the Lessee hereby agree that the Lease is hereby modified, amended and supplemented to exclude therefrom in the description set forth in Schedule A to the Lease the Locotrol Master Equipment attached to said locomotives bearing Lessee's road numbers 2057 to 2060, both inclusive.

2. Lessor, for and in consideration of the payment to it by Lessee of the sum of \$87,800.00, hereby sells, conveys and quitclaims unto Lessee, its successors and assigns, all of its right, title and interest in and to the materials and parts constituting the Locotrol Master Equipment attached to and forming a part of said locomotives bearing Lessee's road numbers 2057 to 2060, both inclusive.

3. Except as hereby modified, supplemented and amended, said Lease shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in their respective corporate named by their respective proper officers thereunto duly authorized, this 24th day of January, 1975.

THE FIRST NATIONAL BANK OF CHICAGO,
(Lessor)

BY *Alvin J. Nelson* *AN*

Assistant Vice President
(Title)

ATTEST:

BY *William F. Carr*

LOAN OFFICER
(Title)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY, (Lessee)

BY *R. K. Caldwell*

Its Vice President-Finance and
Accounting

ATTEST:

G. G. Gudnowski

Its Secretary

