

RECORDATION NO. 7590-A Filed & Recorded

COUNTERPART  
No. 4 of 14

APR 28 1975 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of March 20, 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 Bank).

WHEREAS, the Railroad and NORTH WESTERN LEASING COMPANY  
(hereinafter called the Seller) have entered into a Conditional  
Sale Agreement dated as of July 24, 1974 (hereinafter called  
the Conditional Sale Agreement) wherein the Seller agreed to sell  
to the Railroad railroad equipment (hereinafter called the Equip-  
ment) described in Schedule A to the Conditional Sale Agreement;  
and

WHEREAS, the Seller and the Bank have entered into an  
Agreement and Assignment dated as of July 24, 1974 (herein-  
after called the Assignment) covering the Conditional Sale Agree-  
ment and the Equipment; and

WHEREAS, the Conditional Sale Agreement and the Assign-  
ment were recorded with the Interstate Commerce Commission in  
accordance with Section 20c of the Interstate Commerce Act on  
July 31, 1974 at 11:10 a.m., under Recordation No. 7590.

WHEREAS, the hopper car numbers listed in Schedule A  
to the Conditional Sale Agreement and listed herein under the  
heading "Old Numbers" should have been numbered as listed below  
under the heading "Correct Numbers":

OLD NOS.Correct Nos.

68697  
68711  
68745

201572  
201597  
201576

and the parties hereto desire to amend the Conditional Sale Agreement 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. The Conditional Sale Agreement is hereby amended by changing the hopper car road numbers listed in Schedule A thereto to the numbers listed above, as shown in Schedule A hereto, and said Schedule A as amended is hereby substituted for Schedule A to the Conditional Sale Agreement.

2. The Railroad 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 Assignment 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.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By J. M. Butler  
Vice President

ATTEST:

Bernard J. Allen  
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO

By R. B. Howe  
Vice President

ATTEST:

Spence  
Commercial Banking Officer

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

On this 26<sup>th</sup> day of March, 1975, before me personally appeared John Butler to me personally known, who, being by me duly sworn, says that he is 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.

F. J. Brown

Notary Public

(NOTARIAL SEAL)

My Commission Expires: May 26, 1978

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

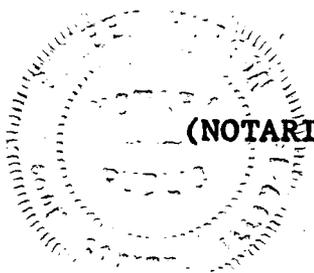
On this 7<sup>th</sup> day of April, 1975, before me personally appeared PETER D. HORNE to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is 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.

Deleen Hudson

Notary Public

(NOTARIAL SEAL)

My Commission Expires: 9-22-78



SCHEDULE A

CONDITIONAL SALE AGREEMENT

Dated as of  
July 24, 1974

Between

NORTH WESTERN LEASING COMPANY

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

<u>Description</u>	<u>Railway System #</u>	<u>Cost</u>
NW-2, 1000 H.P. Diesel Switch Locomotive	CGW 1034 CGW 1015 CGW 1026	\$132,213.80 132,213.80 132,213.80
E-8, 2250 H.P. Diesel Passenger Locomotive	CNW 516	<u>174,345.50</u>
Total Locomotives		\$570,986.90
70-ton Used Pullman Covered Hopper Cars	201572 68699 68705 68707 201597 68715 68717 68719 68721 68723 68725 68727 68729 68731 68733 68737 68739 68743 201576 68747	7,264.54 7,264.54 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,245.98 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,247.08 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97 7,228.97
Total Used Hopper Cars		\$144,685.66
Total Equipment		<u><u>\$715,672.56</u></u>