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RECORDATION NO. _____ Filed & Recorded

COUNTERPART

No. 3 of 14

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SECOND SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENTAL AGREEMENT dated as of July 1, 1973

among GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder"), CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the "Railroad"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Assignee").

WHEREAS, the Builder and the Railroad have entered into a Conditional Sale Agreement dated as of July 1, 1973 (the "Conditional Sale Agreement") covering the manufacture, sale and delivery by the Builder and the purchase by the Railroad of the railroad equipment described in the Conditional Sale Agreement; and

WHEREAS, the Builder and the Assignee have entered into an Agreement and Assignment (the "Assignment") covering the assignment by the Builder to the Assignee, upon the terms and conditions set forth in the Assignment, of certain of the rights of the Builder in the Conditional Sale Agreement, and of the right, title and interest of the Builder in each unit of the railroad equipment described therein; and

WHEREAS, the Railroad requested on August 21, 1973 that certain units of the railroad equipment described in the Conditional Sale Agreement but not yet manufactured and delivered thereunder be excluded from the Conditional Sale Agreement, and

the Builder, the Assignee and the Railroad agreed to exclude such units and entered into a Supplemental Agreement dated as of July 1, 1973 (the "First Supplement") amending the Conditional Sale Agreement and the Assignment (which, as so amended, are hereinafter called the "Conditional Sale Agreement" and the "Assignment", respectively) to exclude such units, being 5 EMD diesel electric locomotives, 3000 H.P., Model SD 40-2, to bear the Railroad's road numbers CNW 6806-6810, both inclusive; and

WHEREAS, the Builder has agreed to construct, sell and deliver to the Railroad, and the Railroad has agreed to purchase, 5 EMD diesel electric locomotives, 3000 H.P., Model SD 40-2, to bear the Railroad's road numbers CNW 6811-6815, both inclusive; and

WHEREAS, to replace the units excluded pursuant to the First Supplement, the Builder has agreed to construct, sell and deliver, and the Railroad has agreed to purchase, the above-mentioned five locomotives (CNW 6811-6815) pursuant to the terms of the Conditional Sale Agreement, and the Assignee has assented thereto; and

WHEREAS, the parties hereto wish to amend the Conditional Sale Agreement and the Assignment to confirm their agreement;

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

1. Schedule B attached to the Conditional Sale Agreement ("Schedule B") is hereby amended to cover ten (10) locomotives bearing the Railroad's road numbers 6801-6805, inclusive, and 6811-6815, inclusive, as set forth in the amended schedule, captioned Schedule B, attached hereto.

2. The term "Equipment" in the Conditional Sale Agreement and the Assignment is hereby defined to mean the railroad equipment described in Schedule B as hereby amended.

3. The Conditional Sale Agreement is hereby amended as follows:

(a) On page 5, the first complete paragraph is revised to read:

"The Equipment shall be settled for on one or more Closing Dates as specified in Item 3 of Schedule A hereto."

(b) On page 8, line 5 of the first full paragraph is revised to read:

"* * * Railroad of the invoice for units of the Equipment to be settled * * *."

(c) Item 3 of Schedule A attached to the Conditional Sale Agreement is revised to read:

"For the purposes of making settlement, the Equipment shall be settled for in not more than two groups (unless the Railroad elects settlement in three groups) of units of the Equipment delivered to and accepted by the Railroad under the Conditional Sale Agreement to which this Schedule A is attached."

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Second Supplemental Agreement to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

BY Harold J. Smith
Vice President

ATTEST:

J. H. Lutz
Assistant Secretary

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

BY J. M. Buttle
Vice President

ATTEST:

E. E. Marquardt
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

BY Robert H. Howe
Vice President

ATTEST:

Paul C. Savard
Commercial Banking Officer

STATE OF Illinois
COUNTY OF Cook

On this 30th day of October, 1973,
before me personally appeared HAROLD L. SMITH, to
me personally known, who, being by me duly sworn, says
that he is a Vice President of GENERAL MOTORS CORPORATION
(Electro-Motive Division), that one of the seals
affixed to the foregoing instrument is the corporate seal
of the said corporation and that said instrument was
signed and sealed on behalf of said corporation by auth-
ority 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]

Zula C. Clair
Notary Public

My Commission Expires JULY 11, 1976

STATE OF ILLINOIS

COUNTY OF COOK

On this 26th day of October, 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 Trans-
portation Company, that one of the seals affixed to the
foregoing instrument is the corporate seal of the said
corporation and 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. Brody
Notary Public

My Commission Expires

May 19, 1974

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this 31st day of October, 1973,
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 the said
corporation and that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of Direc-
tors, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Edwin Hudson
Notary Public

My Commission Expires 9-22-74

SCHEDULE B

<u>Type</u>	<u>Quantity</u>	<u>Builder's Spec. No.</u>	<u>Railroad's Road Numbers (both inclusive)</u>	<u>Unit Base Price*</u>	<u>Total Base Price*</u>	<u>Delivery</u>
3000 H.P. SD 40-2 Diesel Electric Locomotives	10	8087 dated January 3, 1972	6801-6805 and 6811-6815	\$341,825.60 \$341,489.60	\$1,709,128 \$1,707,448	August, 1973 December, 1973

* Includes \$231.60 per unit estimated prepaid freight charges to Proviso, Illinois from Builder's plant in McCook, Illinois.

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