

8-239A122

No.
 Date OCT 26 1978
 Fee \$ 10.00

RECORDATION NO. 9262 B Form 1428

OCT 26 1978 9 25 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D. C.

ICC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and 21 counterparts of a First Amendment dated as of February 1, 1978 amending that certain Conditional Sale Agreement dated as of February 1, 1978.

Said Conditional Sale Agreement was recorded with the Interstate Commerce Commission on March 3, 1978 at 10:40 A.M. and assigned recordation nos. 9262.

The general description of the railroad equipment covered by the enclosed document is set forth in Schedules C and D attached to this letter and made a part hereof.

The names and addresses of the parties are:

Owner-Vendors under
Conditional Sale Agreement: Hayden-Murphy Equipment Company
9301 East Bloomington Freeway
Bloomington, Minnesota 55420

Transportation Products Company
80 East Jackson Boulevard
Chicago, Illinois 60604

Vendee under Conditional
Sale Agreement: Burlington Northern Inc.
Burlington Northern Building
176 East Fifth Street
St. Paul, Minnesota 55101

The undersigned is the Vendee named above and has knowledge of the matters set forth in the enclosed documents.

Please return the original and 19 copies of the Conditional Sale Agreement to Ronald E. Roden, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

BURLINGTON NORTHERN INC.

By Frank H. Coyne
Its _____

VENDEE AS AFORESAID
EXECUTIVE VICE PRESIDENT - FINANCE
AND ADMINISTRATION

RECEIVED
I.C.C.
FEE OPERATION BR.
OCT 26 3 29 PM '78

Enclosures

RECEIVED

SCHEDULE C

MANUFACTURER.....American Hoist &
Derrick Co.

VENDOR.....Hayden-Murphy Equipment
Company

DESCRIPTION OF EQUIPMENT.....1 - 40/50 ton locomotive
crane bearing identifying
number BN 972962

SPECIFICATIONS.....Per Burlington Northern
Purchase Order 81-07879-8
dated February 8, 1978

BASE PRICE.....\$312,730 per Item

DELIVER TO.....Burlington Northern Inc.

PLACE OF DELIVERY.....FOB Manufacturer's Plant

ESTIMATED DELIVERY DATES.....March, 1978

OUTSIDE DELIVERY DATE.....September 1, 1978

SCHEDULE D

MANUFACTURER.....American Hoist &
Derrick Co.

VENDOR.....Hayden-Murphy Equipment
Company

DESCRIPTION OF EQUIPMENT.....1 - 30/40 ton locomotive
crane bearing identifying
number BN 972061

SPECIFICATIONS.....Per Burlington Northern
Purchase Order 74-07878-8
dated February 8, 1978

BASE PRICE.....\$262,305 per Item

DELIVER TO.....Burlington Northern Inc.

PLACE OF DELIVERY.....FOB Manufacturer's Plant

ESTIMATED DELIVERY DATES.....March, 1978

OUTSIDE DELIVERY DATE.....September 1, 1978

Interstate Commerce Commission
Washington, D.C. 20423

10/27/78

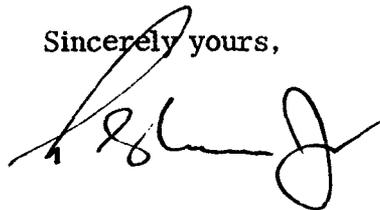
OFFICE OF THE SECRETARY

Ronald E. Roden
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 10/26/78 at 3:25pm , and assigned recordation number(s) 9262-B

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

FIRST AMENDMENT
TO
CONDITIONAL SALE AGREEMENT

RECORDATION NO. *9262* Filed 1425

OCT 26 1978 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT dated as of February 1, 1978 among HAYDEN-MURPHY EQUIPMENT COMPANY ("Hayden-Murphy") and TRANSPORTATION PRODUCTS COMPANY ("Transportation Products") (Hayden-Murphy and Transportation Products being hereinafter sometimes collectively referred to as the "Manufacturers" and individually as a "Manufacturer") and BURLINGTON NORTHERN INC. (the "Railroad").

W I T N E S S E T H:

WHEREAS, the Manufacturers and the Railroad have heretofore executed and delivered that certain Conditional Sale Agreement dated as of February 1, 1978 (the "Conditional Sale Agreement") providing for the sale thereto by the Manufacturers to the Railroad of certain railroad equipment more fully described in Schedules A, B, C and D attached to the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on March 3, 1978 at 10:40 A.M. and assigned recordation no. 9262; and

WHEREAS, the Manufacturers and the Railroad desire to amend the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturers and the Railroad hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. Section 12.1 of the Conditional Sale Agreement shall be and the same is hereby amended to read in its entirety as set forth in Schedule 1 hereto.

2. The identifying number of the 40/50 ton locomotive crane set forth in Schedule C to the Conditional Sale Agreement shall be and the same is hereby amended to read "BN 972062" and the identifying number of the 30/40 ton locomotive crane set forth in Schedule D to the Conditional Sale Agreement shall be and the same is hereby amended to read "BN 972061".

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

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

HAYDEN-MURPHY EQUIPMENT COMPANY

By Frank Doherty
Its VP

[CORPORATE SEAL]

ATTEST:

[Signature]
Asst Secretary

TRANSPORTATION PRODUCTS COMPANY

By John D. Miller
Its President

[CORPORATE SEAL]

ATTEST:

Walter D. Moore
4/18/78 Secretary

BURLINGTON NORTHERN INC.

By Frank H. Coyne
Its _____

[CORPORATE SEAL]

ATTEST:

[Signature]
ASST. Secretary

EXECUTIVE VICE PRESIDENT - FINANCE
AND ADMINISTRATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18 day of April, 1978, before me personally appeared JOHN D. MILLER, to me personally known, who being by me duly sworn, says that he is a PRESIDENT of TRANSPORTATION PRODUCTS 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.

James Mused
Notary Public

[SEAL]

My Commission expires:
12-21-80

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 27th day of April, 1978, before me personally appeared FRANK H. COYNE, to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT - FINANCE AND ADMINISTRATION of BURLINGTON NORTHERN INC., 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. H. McCarthy
Notary Public
J. H. McCARTHY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 6, 1982

[SEAL]

My Commission expires:

CONSENT
TO
FIRST AMENDMENT

The undersigned, Mercantile-Safe Deposit and Trust Company, as Assignee under the Agreement and Assignment dated as of February 1, 1978 among Transportation Products Company, Hayden-Murphy Equipment Company and the undersigned, does hereby consent and agree to the execution and delivery by the parties thereto of the foregoing First Amendment to Conditional Sale Agreement dated as of February 1, 1978 and to the amendments therein provided.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By


Assistant Vice President

(CORPORATE SEAL)

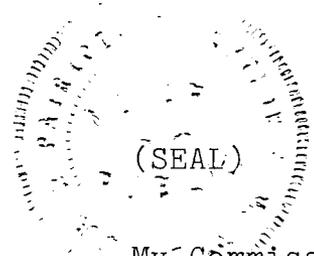
ATTEST:


Corporate Trust Officer

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 12th day of July, 1978, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Patricia A. Hilow
Notary Public



My Commission Expires: 7-1-82

REVISED AND AMENDED SECTION 12.1
OF
THE CONDITIONAL SALE AGREEMENT

Section 12.1 of the Conditional Sale Agreement shall be and the same is hereby amended to read in its entirety as follows:

"12.1. The Railroad agrees to indemnify, protect and hold harmless the Manufacturers against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including claims for strict liability in tort and counsel fees, arising out of retention by the Manufacturers of security title to the Equipment, or out of the use and operation thereof during the period when security title thereto remains in the Manufacturers. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness in respect of the Purchase Price of the Equipment and the conveyance of the Equipment, as provided in Section 4.2 hereof, or the termination of this Agreement in any manner whatsoever."