

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM  
J.S. EDWARDS  
FRANCES L. TURNER  
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER  
312/454-6535

March 26, 1981

File No.: A-11505

RECORDATION NO. 13012-A

MAR 27 1981 - 10 23 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Consent and Agreement dated February 1, 1981 covering (i)109 EMD type GP-7 locomotive units, 1,500 HP CNW Nos. 4100 through 4170, inclusive, 4172 through 4209 inclusive and (ii)10 EMD type GP-9 locomotive units 1,750 HP CNW Nos. 4550 through 4559, inclusive.

The names and addresses of the parties to the transaction are as follows:

Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606, Operator, and Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60693, Bank.

Enclosed is our check for \$10,000 to cover your recording fee. Keep one counterpart for your files and return the other counterparts showing your recordation data.

Very truly yours,

  
J. S. Edwards  
Assistant Secretary

JSE:bf  
Enclosures

cc: G. R. Charles - P-327  
R. D. Smith  
J. D. O'Neill  
M. H. Shumate  
R. F. Guenther  
Attn: J. James

D. E. Stockham, Attn: P. J. Brod  
Arthur Andersen & Co.  
Attn: G. Holdren  
Theodosia Fitzmorris, Vice President  
Continental Illinois National  
Bank & Trust Company of Chicago  
Cary J. Malkin  
Mayer, Brown & Platt

*Counterpart - JSE*

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INTERSTATE COMMERCE COMMISSION

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT (herein sometimes called "this Agreement"), dated as of February 1, 1981, is between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (herein called the "Operator"), having its office at 400 West Madison Street, Chicago, Illinois 60606, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein called the "Bank"), having its office at 231 South LaSalle Street, Chicago, Illinois 60693.

W I T N E S S E T H:

WHEREAS, North Western Locomotive Company, a Delaware corporation (herein called the "Company"), a wholly-owned subsidiary of the Operator, and the Bank have entered into that certain Security Agreement, dated as of the date hereof (which agreement, together with any amendments which may thereafter be made thereto, is herein called the "Security Agreement"); and

WHEREAS, the Equipment (as therein defined) has identification marks of the Operator; and

WHEREAS, the Bank will not permit the Company to borrow money unless the Operator enters into this Agreement and the Operator has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Operator agrees with the Bank as follows:

1. Unless otherwise defined herein, any term used herein which is defined or defined by reference in the Security Agreement shall have the same meaning herein as such term has therein.

2. The Operator does hereby acknowledge that the railroad cars or locomotives described on Schedule I hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to any such railroad cars or locomotives, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessories and accumulations to, any and all of such railroad cars or locomotives (herein collectively called the "Equipment"), and all proceeds (including, without limitation, insurance proceeds) thereof, are subject to the Security Agreement. The

Operator further agrees that the Security Agreement grants a valid first security interest in the Equipment and other Collateral to the Bank.

3. Without limiting the foregoing paragraph 2, the Operator does hereby acknowledge receipt of a copy of the Security Agreement and consents to the terms thereof.

4. The Operator will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, assigning and confirming unto the Bank all of the Equipment and other Collateral. Without limiting the foregoing, the Operator will cause this Consent and Agreement to be recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act.

5. The Bank shall have at all times the right to enter into and upon any premises of the Operator where any of the Equipment is located for the purposes of inspecting the same, observing its use or otherwise protecting the Bank's interests therein. The Operator will permit access by the Bank to the books and records of the Operator with respect to the Equipment.

6. This Agreement is not intended to be in contravention or limitation of the intention of the Company and the Operator that the Company shall at all times be and remain the owner of all Equipment.

7. The Operator hereby warrants that: (a) it is a corporation duly organized and validly existing under the laws of the State of Delaware; (b) it is duly qualified and in good standing in every jurisdiction where, because of the nature of its activities or properties, such qualification is required; (c) the execution and delivery of this Agreement and the Financing Agreement (as defined in the Security Agreement) by the Operator, and the performance by the Operator of its obligations hereunder and thereunder, do not and will not require any governmental approvals or consents, and do not and will not contravene or conflict with any provisions of law or of the charter or by-laws of the Operator or of any agreement or court or administrative order or decree binding upon or applicable to the Operator; and (d) this Agreement and the Financing Agreement are legal, valid and binding obligations of the Operator enforceable against the Operator in accordance with their respective terms.

Delivered at Chicago, Illinois, as of the day and year first-above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By *J. H. McNeil*  
Its VICE PRESIDENT-FINANCE

(Corporate Seal)

ATTEST:

*[Signature]*  
Its Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By *Theodore Szymanski*  
Its Vice President

(Corporate Seal)

ATTEST:

*Seaford Lloyd*  
Its Banking Officer

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this 26<sup>th</sup> day of March, 1981, before me personally appeared TA TINGHFF, to me personally known, who being by me duly sworn, says that he is VP-FINANCE 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.

JAMES SKELTON  
Notary Public

My commission expires: 7/12/83

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25<sup>th</sup> day of MARCH, 1981, before me personally appeared THEODOSIA FITZMORRIS, to me personally known, who being by me duly sworn, says that ~~he~~/she 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 national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and ~~he~~/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(SEAL)

Kathryn A. Germales  
Notary Public

My commission expires: 12/28/82

SCHEDULE I

TO CONSENT AND AGREEMENT

DESCRIPTION OF EQUIPMENT

<u>Type of Equipment</u>	<u>Quantity</u>	<u>Identification Numbers</u>	
		<u>New Numbers and Marks</u>	<u>Old Numbers and Marks</u>
General Motors Corporation Electro Motive Division Locomotives. All such locomotives are 1500 h.p., except for those marked with an asterisk (*), which are 1750 h.p.	119	CNW 4100	RI 4425
		CNW 4101	RI 4426
		CNW 4102	RI 4427
		CNW 4103	RI 4428
		CNW 4104	RI 4429
		CNW 4105	RI 4430
		CNW 4106	RI 4431
		CNW 4107	RI 4432
		CNW 4108	RI 4433
		CNW 4109	RI 4434
		CNW 4110	RI 4435
		CNW 4111	RI 4436
		CNW 4112	RI 4437
		CNW 4113	RI 4438
		CNW 4114	RI 4439
		CNW 4115	RI 4440
		CNW 4116	RI 4441
		CNW 4117	RI 4442
		CNW 4118	RI 4443
		CNW 4119	RI 4444
		CNW 4120	RI 4445
		CNW 4121	RI 4446
		CNW 4122	RI 4447
		CNW 4123	RI 4448
		CNW 4124	RI 4449
		CNW 4125	RI 4450
		CNW 4126	RI 4451
		CNW 4127	RI 4452
		CNW 4128	RI 4453
		CNW 4129	RI 4454
		CNW 4130	RI 4455
		CNW 4131	RI 4456
		CNW 4132	RI 4457
		CNW 4133	RI 4458
		CNW 4134	RI 4459
CNW 4135	RI 4460		

New Numbers  
and Marks

Old Numbers  
and Marks

CNW 4136	RI 4461
CNW 4137	RI 4462
CNW 4138	RI 4463
CNW 4139	RI 4464
CNW 4140	RI 4465
CNW 4141	RI 4466
CNW 4142	RI 4467
CNW 4143	RI 4468
CNW 4144	RI 4469
CNW 4145	RI 4470
CNW 4146	RI 4471
CNW 4147	RI 4472
CNW 4148	RI 4473
CNW 4149	RI 4474
CNW 4150	RI 4475
CNW 4151	RI 4476
CNW 4152	RI 4477
CNW 4153	RI 4478
CNW 4154	RI 4500
CNW 4155	RI 4501
CNW 4156	RI 4502
CNW 4157	RI 4503
CNW 4158	RI 4504
CNW 4159	RI 4505
CNW 4160	RI 4506
CNW 4161	RI 4507
CNW 4162	RI 4508
CNW 4163	RI 4509
CNW 4164	RI 4510
CNW 4165	RI 4511
CNW 4166	RI 4512
CNW 4167	RI 4513
CNW 4168	RI 4514
CNW 4169	RI 4515
CNW 4170	RI 4516
CNW 4172	RI 4518
CNW 4173	RI 4519
CNW 4174	RI 4520
CNW 4175	RI 4521
CNW 4176	RI 4522
CNW 4177	RI 4523
CNW 4178	RI 4524
CNW 4179	RI 4525
CNW 4180	RI 4526
CNW 4181	RI 4527
CNW 4182	RI 4528

New Numbers  
and Marks

Old Numbers  
and Marks

CNW 4183	RI 4529
CNW 4184	RI 4530
CNW 4185	RI 4531
CNW 4186	RI 4532
CNW 4187	RI 4533
CNW 4188	RI 4534
CNW 4189	RI 4535
CNW 4190	RI 4536
CNW 4191	RI 4537
CNW 4192	RI 4538
CNW 4193	RI 4539
CNW 4194	RI 4540
CNW 4195	RI 4541
CNW 4196	RI 4542
CNW 4197	RI 4543
CNW 4198	RI 4544
CNW 4199	RI 4545
CNW 4200	RI 4546
CNW 4201	RI 4547
CNW 4202	RI 4548
CNW 4203	RI 4549
CNW 4204	RI 4550
CNW 4205	RI 4551
CNW 4206	RI 4552
CNW 4207	RI 4553
CNW 4208	RI 4554
CNW 4209	RI 4555
CNW 4550 *	RI 4479
CNW 4551 *	RI 4480
CNW 4552 *	RI 4481
CNW 4553 *	RI 4482
CNW 4554 *	RI 4483
CNW 4555 *	RI 4484
CNW 4556 *	RI 4485
CNW 4557 *	RI 4486
CNW 4558 *	RI 4487
CNW 4559 *	RI 4488