

CHICAGO AND



TRANSPORTATION COMPANY

A-8724

June 6, 1980

7160-A
RECORDATION NO. Filed 1425
JUN 9 1980 - 10 25 AM
INTERSTATE COMMERCE COMMISSION

J. S. EDWARDS
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

Ms. Agatha L. Mergēnovich, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Conditional Sale Agreement dated as of July 1, 1973 between Pullman Incorporated (Pullman-Standard Division) and Chicago and North Western Transportation Company and Agreement and Assignment dated as of July 1, 1973 between Pullman Incorporated (Pullman-Standard Division) and Continental Illinois National Bank and Trust Company of Chicago, Assignee, covering 353 Box Cars CNW Nos. 162000 to 162352, inclusive

No. 161A028

Date JUN 9 1980

Fee \$ 10.00

IEC Washington, D. C.

Dear Ms. Mergenovich:

Please refer to the above-mentioned document assigned recordation number 7160 on September 20, 1973 at 10:25 a.m., pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act.

Enclosed for recording are 5 counterparts of Supplemental Agreement dated as of May 16, 1980 between Chicago and North Western Transportation Company (the "Railroad") and Continental Illinois National Bank and Trust Company of Chicago (the "Assignee") covering the aforementioned equipment. Please assign recordation number 7160-A to the supplemental agreement. Keep one counterpart for your files and return the other 4 counterparts each showing your recordation data.

Enclosed is a check in the amount of \$10.00 to cover your recording fees.

Very truly yours,

J. S. Edwards
Assistant Secretary

Enclosure

cc: G. R. Charles
R. D. Smith
F. E. Cunningham, Attn: R. DeWitt
Z. Steiger
R. F. Guenther, Attn: J. James
D. E. Stockham, Attn: J. Voldseth

Arthur Andersen & Co.
Attn: Gary Holdren
Peter D. Horne, Vice President
Continental Illinois National
Bank & Trust Company of Chicago

RECEIVED
JUN 9 10 13 AM '80
I.C.C.
FEE OPERATION BR.

Charles C. H. Hurd

COUNTERPART

No. 1 of 16

REGISTRATION NO. 7160-A FILED 1425

JUN 5 1980

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of May 16, 1980 between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the "Railroad") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Assignee").

WHEREAS, the Railroad and PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION) (the "Builder") have entered into a Conditional Sale Agreement dated as of July 1, 1973 (the "CSA") providing for the manufacture and sale by the Builder and the purchase by the Railroad of 353 70 ton 50'6" outside post cushion underframe box cars more particularly described in the CSA, to be numbered CNW 162000-162352; and

WHEREAS, the Builder and the Assignee have entered into an Agreement and Assignment dated as of July 1, 1973 (the "Assignment") providing for the assignment by the Builder to the Assignee of certain rights of the Builder in the CSA and in the box cars described in the CSA; and

WHEREAS, the Railroad and the Assignee wish to amend the CSA and Assignment as hereinafter provided;

NOW, THEREFORE, in consideration of the agreements hereinafter contained the parties hereto agree as follows:

1. Unless otherwise defined herein or the context hereof otherwise requires, terms which are defined in the CSA or the Assignment, shall have the same meanings

when used herein as such terms have therein.

2. The Railroad shall pay the Conditional Sale Indebtedness outstanding on the date hereof (\$3,564,349.35) in 32 consecutive equal quarterly installments (except for appropriate adjustment of the final installment in case the amount payable pursuant to this paragraph shall not, when divided by 32, result in any amount ending in an integral cent). Such installments shall be payable on March 15, June 15, September 15 and December 15 of each year (the Interest Payment Dates) commencing on September 15, 1981 to and including June 15, 1989.

3. The Railroad shall pay interest on the unpaid Conditional Sale Indebtedness quarterly on each Interest Payment Date for the quarterly period ending on and including such Interest Payment Date, as follows: (A) on each Interest Payment Date after the date hereof to and including September 15, 1981, at a rate per annum equal to 110% of the Prime Rate in effect on the preceding Interest Payment Date; (B) on each Interest Payment Date after September 15, 1981 to and including September 15, 1985, at a rate per annum equal to 0.5% plus the Prime Rate in effect on the preceding Interest Payment Date; and (C) on each Interest Payment Date after September 15, 1985 to and including June 15, 1989, at a rate per annum equal to 0.75% plus the Prime Rate in effect on the preceding Interest Payment Date.

4. The seventh paragraph of Article 3 of the CSA is amended to read as follows:

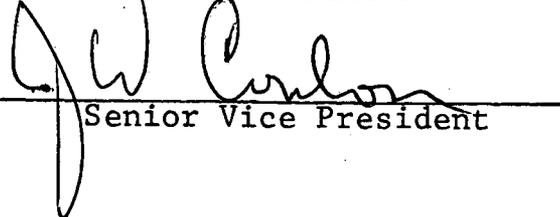
"The Railroad shall have the privilege of prepaying the Conditional Sale Indebtedness in whole or in part, without penalty or premium, at any time, upon three days' written or telegraphic notice to the Manufacturer. Each prepayment shall be applied so that each of the remaining installments of Conditional Sale Indebtedness shall be reduced in the proportion that the amount of the prepayment bears to the unpaid Conditional Sale Indebtedness immediately prior to such prepayment. The Railroad shall pay simultaneously with any prepayment pursuant to this paragraph all unpaid interest, if any, on the amount then to be prepaid, but only to the extent accrued to the date of prepayment. Following receipt of such payments, the Manufacturer shall release (but only to the extent required by the third paragraph of Article 5) the units of Equipment designated by the Railroad for release in compliance with the third paragraph of Article 5."

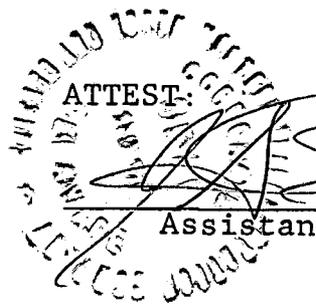
5. The following is added as the third paragraph of Article 5 of the CSA:

"In connection with any prepayment of Conditional Sale Indebtedness pursuant to the seventh paragraph of Article 3, the Railroad may request a release of the interest of the Manufacturer in that number of units of Equipment which equals, excluding any resultant fraction, the product of (A) all the units constituting the Equipment on the date of such prepayment and (B) a fraction, the numerator of which is the amount of such prepayment and the denominator of which is the Conditional Sale Indebtedness immediately prior to such prepayment. The units to be so released shall be designated by the Railroad in writing. Following receipt of such prepayment and designation, so long as no Event of Default or event which with the lapse of time and/or the giving of notice would constitute an Event of Default has occurred and is continuing, the Manufacturer shall execute and deliver to the Railroad a bill of sale transferring the Manufacturer's title to and property in the designated units to the Railroad or upon its order free of all liens and encumbrances created or retained hereby."

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

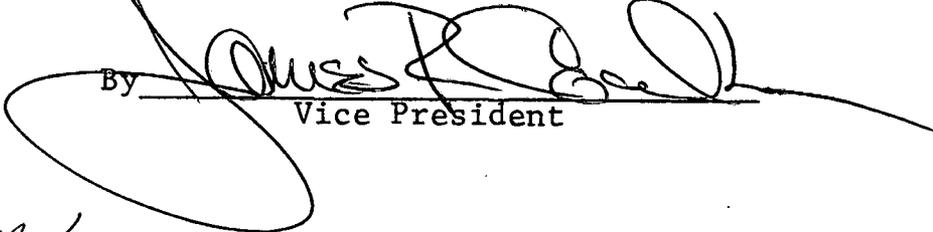
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 
Senior Vice President



Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By 
Vice President



Banking Officer

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

On this 5 day of JUNE, 1980, before me personally appeared J. W. CONKON to me personally known, who, being by me duly sworn, says that he is Senior 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.

Lee Swiontek
Notary Public

(NOTARIAL SEAL)

My Commission expires:

LEE SWIONTEK
Notary Public
Cook Co. Illinois

My Commission Expires Oct. 27, 1980

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

On this 6th day of June, 1980, before me personally appeared JAMES R. COULTER 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 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Ellen Hedson
Notary Public

(NOTARIAL SEAL)

My Commission expires: 10-11-82