

CRAVATH, SWAINE & MOORE

LAURANCE V. GOODRICH
SENIOR ATTORNEY

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RECORDATION NO. 15049-D *File & Recorded*

MAR 3 1987 12:42 PM

INTERSTATE COMMERCE COMMISSION

Veroff

Green Cover

\$10.00 filing fee

March 2, 1987

Amendment Agreement No. 1 Dated as of February 1, 1987
Amending Conditional Sale Agreement Filed under
Recordation No. 15049
Lease of Railroad Equipment Filed under
Recordation No. 15049-B

Counter parts

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Chicago and North Western Transportation Company for filing and recordation counterparts of the following:

Amendment Agreement No. 1 dated as of February 1, 1987, among Chicago and North Western Transportation Company, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, United States Trust Company of New York, as Trustee, TIFD V Inc., as Owner, and the parties named in Schedule B to the Participation Agreement, as Investors.

Thank this one will be 15049-D

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment each dated as of August 1, 1986, previously filed and recorded with the Interstate Commerce Commission on September 9, 1986, at 3:15 p.m., Recordation No. 15049.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to reflect the road numbers of the units of Equipment actually delivered and accepted thereunder and to adjust the Amortization Schedule and the Basic Rental and Casualty and Termination Value percentages.

The Amendment Agreement contains the signatures of each party to the Conditional Sale Agreement and the Lease and each of those signatures are notarized. The Amendment Agreement also contains signatures of other parties for the purpose of amending a related Participation Agreement which is not a document on file with the Commission and, accordingly, such signatures are not, and are not required to be, notarized.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15049-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the document and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Chicago and North Western
Transportation Company

Ms. Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

15049-D

RECORDATION NO. 15049-D Filed & Recorded

[P62244A]

[CS&M Ref. 2046-262C]

MAR 3 1987 12-140

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by *J. E. M. Full*
Title: *vice president finance*

[Corporate Seal]

Attest:

Jeffrey D. Davis
Title: *Assistant Secretary*
ASSISTANT SECRETARY

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 9TH day of February 1987, before me personally appeared T.A. ~~VINLEFF~~, to me personally known, who, being by me duly sworn, says that he is ~~vice president - finance~~ of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.~~



Lisa M. Fanelli
Notary Public

My Commission expires Feb. 19, 1990

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this _____ day of February 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]
My Commission expires _____

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

Transaction C

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by *[Signature]*
Title: VICE PRESIDENT

[Corporate Seal]

Attest:

[Signature]
Title: CORPORATE TRUST OFFICER

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of February 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

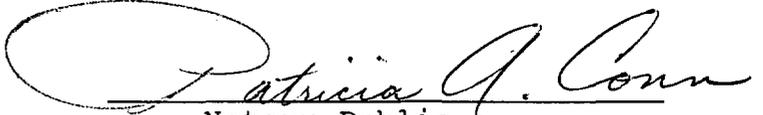
Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this 9th day of February 1987, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a 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, 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.


Notary Public

[Notarial Seal]

My Commission expires 7-1-90

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

<u>Investor</u>	<u>Transaction C</u>	
	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
	\$	\$	\$	\$
(Interim Payment)				
(1/2/87)	*	*	0.00	10,000,000.00
1 (7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2 (1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3 (7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4 (1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5 (7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6 (1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7 (7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8 (1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9 (7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10 (1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11 (7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12 (1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13 (7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14 (1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15 (7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16 (1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17 (7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18 (1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19 (7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20 (1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21 (7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22 (1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23 (7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24 (1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25 (7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26 (1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27 (7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28 (1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29 (7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Charles C. Collins

Title: ASSISTANT SECRETARY

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by *Louis R. [Signature]*

Title: ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	<u>Total</u>			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Raymond W. Leyden, Jr.
Title: RAYMOND W. LEYDEN, JR.
ATTESTING SECRETARY

TIFD V INC.

[Signature]
by _____
Title: VICE PRESIDENT

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
)
COUNTRY OF NEW YORK,) ss.:

On this day of February 1987, before me personally appeared to me personally known, who being by me dully sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of said corpora- tion, 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
)
COUNTRY OF FAIRFIELD,) ss.:

On this 10th day of February 1987, before me personally appeared Thomas P. Haxahan to me personally known, who being by me dully sworn, says that he is a Vice Pres. of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Signature of Jo-Ann Roman
Notary Public
JO-ANN ROMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

[Notarial Seal]

My Commission expires March 31, 1991

<u>Investor</u>	<u>Transaction C</u>	
	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	<u>Total</u>			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by 
Title: SENIOR INVESTMENT OFFICER

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
	\$	\$	\$	\$
(Interim Payment) (1/2/87)	*	*	0.00	10,000,000.00
1 (7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2 (1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3 (7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4 (1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5 (7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6 (1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7 (7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8 (1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9 (7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10 (1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11 (7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12 (1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13 (7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14 (1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15 (7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16 (1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17 (7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18 (1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19 (7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20 (1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21 (7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22 (1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23 (7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24 (1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25 (7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26 (1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27 (7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28 (1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29 (7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee			14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

Title:

[Corporate Seal]

Attest:

TIFD V INC.,

by _____
Title:

Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by Barry L. Stevens
Title:

BARRY L. STEVENS, ASST. DIR.
BUREAU OF INVESTMENTS

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of February 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this _____ day of February 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF NEW YORK,))
) ss.:
COUNTY OF NEW YORK,)

On this _____ day of February 1987, before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is a _____ of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF CONNECTICUT,))
) ss.:
COUNTY OF FAIRFIELD,)

On this _____ day of February 1987, before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is a _____ of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires _____

Transaction C

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement dated June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
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7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
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7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

Title:

[Corporate Seal]

Attest:

TIFD V INC.,

by _____
Title:

Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

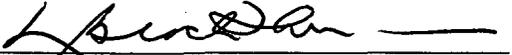
by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

L BROCK THOMSON
TREASURER

by 
Title: _____

SUN LIFE ASSURANCE COMPANY OF
CANADA,

JOHN N. WHELIHAN
ASSISTANT VICE PRESIDENT
for PRESIDENT

by 
Title: _____

ROY P. CREEDON
SENIOR ASSOCIATE COUNSEL
for SECRETARY

by 
Title: _____

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title: _____

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title: _____

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

Transaction C

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

JJ *N* THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by *D. A. Jones*
Title: **2nd Vice President**

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

Transaction C

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B

to

Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement dated as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by *W. W. Winters*
Title: **Senior Vice President
and Treasurer**

FIRST COLONY LIFE INSURANCE
COMPANY,

by _____
Title:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of February 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this _____ day of February 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires _____

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

	<u>Transaction C</u>	
<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
	\$	\$	\$	\$
(Interim Payment) (1/2/87)	*	*	0.00	10,000,000.00
1 (7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2 (1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3 (7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4 (1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5 (7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6 (1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7 (7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8 (1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9 (7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10 (1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11 (7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12 (1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13 (7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14 (1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15 (7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16 (1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17 (7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18 (1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19 (7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20 (1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21 (7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22 (1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23 (7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24 (1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25 (7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26 (1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27 (7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28 (1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29 (7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
Total			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B
to
Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.

AMENDMENT AGREEMENT NO. 1, dated as of February 1, 1987, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), UNITED STATES TRUST COMPANY OF NEW YORK ("Trustee"), TIFD V INC. ("Owner"), and THE PARTIES NAMED IN SCHEDULE B to the Participation Agreement described below (together with their successors and assigns, "Investors").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1986, ("Participation Agreement");

WHEREAS the Builder (as defined in the Participation Agreement) and the Trustee have entered into a Conditional Sale Agreement dated as of August 1, 1986 (the "CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1986 (the "Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 9, 1986, at 3:15 p.m., recordation numbers 15049 and 15049-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 9, 1986, at 2:50 p.m.;

WHEREAS pursuant to Paragraph 19 of the Participation Agreement the parties hereto have acknowledged the need to amend the Participation Agreement, the CSA and the Lease as a result of a Change in Tax Law (as defined in said Paragraph 19);

WHEREAS the parties hereto also now desire to amend certain provisions of the Documents (as defined in the Participation Agreement) to increase the commitment of each Investor to fund a portion of the Purchase Price of the Equipment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement.

2. Each Investor's commitment to fund a portion of the Purchase Price of the Equipment by investing in the CSA Indebtedness shall be increased from 59.349193% to 72.85699% of such Purchase Price, and the Owner will finance the balance of the cost of the Equipment.

3. The third paragraph on page P-1 of the Participation Agreement is hereby amended to delete the figure "59.349193%" and to substitute the figure "72.85699%" therefor and to delete the figure "40.650807%" and to substitute "27.14301%" therefor. In order to effect such increased commitment, each Investor will pay to the Agent in immediately available funds not later than 11:00 a.m., Baltimore time, on February 11, 1987, its Increased Commitment as shown in Column 1 of Appendix A hereto, and the Agent shall transmit an amount equal to the aggregate amount of the Increased Commitment of each Investor to the Owner on such date. Upon payment to the Agent of the Increased Commitment, the Agent will execute and deliver to each Investor a certificate or certificates of interest with respect to its payment bearing interest at the rate of 10.2% per annum substantially in the form annexed as Exhibit C to the Participation Agreement containing the appropriate information and dated February 11, 1987.

On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to each Investor an amount equal to interest at the rate of 3.934772% per annum on the amount shown after such Investor's name in Column 2 on Appendix A hereto from December 29, 1986, to, but not including, February 11, 1987. On February 11, 1987, the Lessee will pay to the Agent and the Agent shall immediately pay to the Owner \$112,488.68 representing interest on the Owner's Excess Investment.

4. Subparagraph (a) of the third paragraph of Article 4 of the CSA is hereby amended by deleting "40.650807%" appearing therein and substituting "27.14301%" therefor.

5. Schedule I and Annex B to the CSA are hereby amended to read as set forth in Schedule I and Annex B hereto, respectively.

6. Schedules A, B and C to the Lease are hereby amended to read as set forth in Schedules A, B and C hereto.

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 18 of the CSA, and Section 15 of the Lease.

10. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed and duly authorized officers or other persons, as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by _____
Title:

[Corporate Seal]

Attest:

Title:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

by _____
Title:

[Corporate Seal]

Attest:

Title:

[Seal]

Attest:

Title:

UNITED STATES TRUST COMPANY OF NEW YORK, not individually but solely as Trustee,

by _____
Title:

[Corporate Seal]

Attest:

Title:

TIFD V INC.,

by _____
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by _____
Title:

STATE TREASURER OF THE STATE OF MICHIGAN CUSTODIAN OF PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM: STATE EMPLOYEES RETIREMENT SYSTEM: STATE POLICE PENSION, ACCIDENT AND DISABILITY FUND: JUDGES RETIREMENT SYSTEM: AND PROBATE JUDGES RETIREMENT SYSTEM,

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.),

by _____
Title:

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____
Title:

by _____
Title:

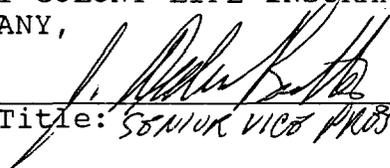
THE MUTUAL BENEFIT LIFE
INSURANCE COMPANY,

by _____
Title:

WOODMEN ACCIDENT AND LIFE
COMPANY,

by _____
Title:

FIRST COLONY LIFE INSURANCE
COMPANY,

by 
Title: SENIOR VICE PRESIDENT.

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF FAIRFIELD,)

On this day of February 1987, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is a of TIFD V INC., that the seal affixed to the foregoing instrument is the corporate seal of 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.

Notary Public

[Notarial Seal]

My Commission expires

Transaction C

<u>Investor</u>	(1) <u>Increased Commitment</u>	(2) <u>Interest Multiplicand</u>
John Hancock Mutual Life Insurance Com- pany A/C #1	1,029,064.05	60,420.57
John Hancock Mutual Life Insurance Com- pany A/C #2	114,340.45	6,713.40
State Treasurer of the State of Michigan	546,547.35	32,090.04
Sun Life Assurance Company of Canada (U.S.)	171,510.68	10,070.09
Sun Life Assurance Company of Canada A/C 1/3	57,170.22	3,356.70
Sun Life Assurance Company of Canada A/C 2/3	114,340.45	6,713.39
The Mutual Benefit Life Insurance Com- pany	285,851.12	16,783.49
Woodmen Accident & Life Insurance Com- pany	85,755.34	5,035.05
First Colony Life Insurance Company	<u>85,755.34</u>	<u>5,035.05</u>
	2,490,335.00	146,217.78

Transaction C

SCHEDULE I

Allocation schedule of each \$10,000,000
of 10.2% CSA Indebtedness

	<u>Installment Number and Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal Balance</u>
		\$	\$	\$	\$
(Interim Payment)	(1/2/87)	*	*	0.00	10,000,000.00
1	(7/2/87)	489,513.13	489,513.13	0.00	10,000,000.00
2	(1/2/88)	808,791.82	510,000.00	298,791.82	9,701,208.18
3	(7/2/88)	494,761.62	494,761.62	0.00	9,701,208.18
4	(1/2/89)	824,030.22	494,761.62	329,268.60	9,371,939.58
5	(7/2/89)	477,968.92	477,968.92	0.00	9,371,939.58
6	(1/2/90)	840,822.91	477,968.92	362,853.99	9,009,085.59
7	(7/2/90)	459,463.36	469,463.36	0.00	9,009,085.59
8	(1/2/91)	859,328.45	459,463.36	399,865.09	8,609,220.50
9	(7/2/91)	439,070.25	439,070.25	0.00	8,609,220.50
10	(1/2/92)	879,721.58	439,070.25	440,651.33	8,168,569.17
11	(7/2/92)	416,597.03	416,597.03	0.00	8,168,569.17
12	(1/2/93)	736,754.84	416,597.03	320,157.81	7,848,411.36
13	(7/2/93)	400,268.98	400,268.98	0.00	7,848,411.36
14	(1/2/94)	842,441.00	400,268.98	442,172.02	7,406,239.34
15	(7/2/94)	965,101.61	377,718.21	587,383.40	6,818,855.94
16	(1/2/95)	347,761.65	347,761.65	0.00	6,818,855.94
17	(7/2/95)	970,413.67	347,761.65	622,652.02	6,196,203.92
18	(1/2/96)	316,006.40	316,006.40	0.00	6,196,203.92
19	(7/2/96)	981,774.96	316,006.40	665,768.56	5,530,435.36
20	(1/2/97)	282,052.20	282,052.20	0.00	5,530,435.36
21	(7/2/97)	1,170,026.68	282,052.20	887,974.48	4,642,460.88
22	(1/2/98)	236,765.50	236,765.50	0.00	4,642,460.88
23	(7/2/98)	1,014,401.71	236,765.50	777,636.21	3,864,824.67
24	(1/2/99)	197,106.06	197,106.06	0.00	3,864,824.67
25	(7/2/99)	1,324,404.10	197,106.06	1,127,298.04	2,737,526.63
26	(1/2/00)	139,613.86	139,613.86	0.00	2,737,526.63
27	(7/2/00)	1,531,936.25	139,613.86	1,392,322.39	1,345,204.24
28	(1/2/01)	68,605.42	68,605.42	0.00	1,345,204.24
29	(7/2/01)	1,413,809.66	68,605.42	1,345,204.24	0.00
	<u>Total</u>			<u>10,000,000.00</u>	

* Interest only on the CSA Indebtedness shall be payable to the extent accrued and unpaid on this date.

Annex B

to

Conditional Sale Agreement

Type	Builder's Specifications	Builder's Plant	Quantity	Lessee's Identification Numbers (Both Inclusive)*	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
Part A: SD-60 3,800 h.p. diesel electric locomotives	EMD Specification 8128, Amendment 8128-3 and Opening Specification No. 867147 dated March 19, 1986, as supplemented by the Final Specifications Supplement date as of June 23, 1986.	McCook Illinois	14	CNW 8028 8037 8042-8043 8046-8055	\$1,295,000	\$18,130,000	Prior to October 10, 1986, at Lessee's Proviso Yard at Melrose Park, Illinois.
Part B: Additional Equipment to be supplied by Lessee	-	-	14		25,000	350,000	
					<u>\$1,320,000</u>	<u>\$18,480,000</u>	

* Including prepaid freight charges estimated to be \$900 per unit to Melrose Park, Illinois.

Transaction C

SCHEDULE A

Specifications of the Equipment

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
Part A: SD-60 3,800 h.p. diesel electric locomotives	14	CNW 8028 8037 8042-8043 8046-8055
Part B: Additional Equipment to be supplied by Lessee		

Transaction C

SCHEDULE B

Rental Payment Schedule

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/87	3.56645
1/2/88	5.89261
7/2/88	3.60468
1/2/89	6.00364
7/2/89	3.48234
1/2/90	6.12598
7/2/90	3.34751
1/2/91	6.26081
7/2/91	3.19893
1/2/92	6.40939
7/2/92	3.69253
1/2/93	5.91579
7/2/93	3.78723
1/2/94	6.88868
7/2/94	8.20295
1/2/95	3.54056
7/2/95	8.36664
1/2/96	3.37686
7/2/96	8.53917
1/2/97	3.20433
7/2/97	10.01850
1/2/98	1.72500
7/2/98	10.30745
1/2/99	1.43606
7/2/99	10.72632
1/2/00	1.01718
7/2/00	11.24366
1/2/01	0.49984
7/2/01	11.43843
1/2/02	0.30507

*As defined in Article 4 of the CSA.

Transaction C

SCHEDULE C

Casualty and Termination Value* Percentage Schedule

<u>Date</u>	<u>Percentage of Purchase Price**</u>
7/2/87	106.884
1/2/88	105.425
7/2/88	106.020
1/2/89	104.099
7/2/89	104.465
1/2/90	102.063
7/2/90	102.182
1/2/91	99.254
7/2/91	99.189
1/2/92	95.914
7/2/92	95.204
1/2/93	92.270
7/2/93	91.349
1/2/94	87.326
7/2/94	81.829
1/2/95	80.776
7/2/95	74.900
1/2/96	73.780
7/2/96	67.501
1/2/97	66.308
7/2/97	58.303
1/2/98	58.269
7/2/98	49.696
1/2/99	49.663
7/2/99	40.402
1/2/00	40.467
7/2/00	30.386
1/2/01	30.619
7/2/01	20.006
1/2/02	20.000

*These Termination Value percentages assume that the CSA Indebtedness may be prepaid at par without premium. If any premium is to be paid, the amount thereof must be added to the Termination Values derived from the listed percentages.

**As defined in Article 4 of the CSA.