

CHICAGO AND



TRANSPORTATION COMPANY

March 19, 1982

File No. A-11704

RECORDATION NO. 13593-B Filed 1425

MAR 22 1982-9 55 AM

2-081A031

No. MAR 22 1982 Date Fee \$ 10.00

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

DIRECT DIAL NUMBER

312/559-6165

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

ICC Washington, D. C.

Re: Conditional Sale Agreement, dated as of March 10, 1982, between North Western Leasing Company, One North Western Center, Chicago, IL 60606 and this Company, One North Western Center, Chicago, IL 60606 and Agreement and Assignment, dated March 10, 1982, between The First National Bank of Chicago, First National Plaza Chicago, Illinois 60603, and North Western Leasing Company, One North Western Center, Chicago, IL 60606.

Dear Ms. Mergenovich:

Please refer to the above-mentioned documents assigned recordation numbers 13593 and 13593-A on March 11, 1982, at 9:35 a.m., pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act.

Enclosed for recording are counterparts of an Amendment Agreement dated as of March 10, 1982 between North Western Leasing Company and Chicago and North Western Transportation Company. Please assign a sequential recordation number to the Amendment and keep one counterpart and return the other counterparts showing your recordation data.

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

Sincerely,

[Handwritten signature of J. S. Edwards]

J. S. Edwards Assistant Secretary

JSE/baf

cc: R. D. Smith

Vertical handwritten notes on the left margin, including a large 'C' and 'D' and a signature.

Interstate Commerce Commission
Washington, D.C. 20423

3/22/82

OFFICE OF THE SECRETARY

J.S. Edwards
Assist. Secretary
Chicago & North Western Transp. Co.
One North Western Center
Chicago, Illinois 60606

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/22/82** at **9:55am**, and assigned re-
recording number(s). **13593-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13593-B
F. REG 1425

COUNTERPART

MAR 22 1982 - 9 52 AM

No. 1 of 5

A-11704

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT

Dated as of March 10, 1982

between

NORTH WESTERN LEASING COMPANY

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

AMENDMENT TO CONDITIONAL SALE AGREEMENT

AMENDMENT TO CONDITIONAL SALE AGREEMENT dated as of March 10, 1982, between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called the "Vendor") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called the "Railroad").

WHEREAS, the Vendor and the Railroad have entered into a Conditional Sale Agreement dated as of the date hereof (the Conditional Sale Agreement") and now wish to amend such Conditional Sale Agreement;

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

1. The third and fourth paragraphs of Article 4 of the Conditional Sale Agreement are amended to read:

"The Railroad hereby acknowledges itself to be indebted to the Vendor in the amount of, and hereby promises to pay in cash to the Vendor at such place as the Vendor may designate, the Purchase Price of the Equipment, as follows:

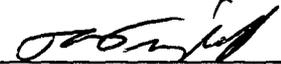
- (a) on the Closing Date for each Group, an amount equal to at least 20% of the Purchase Price of all units of Equipment in such Group.
- (b) in 40 consecutive equal (except for appropriate adjustment of the final installment in case the amount payable pursuant to this subparagraph (b) shall not, when divided by 40, result in an amount ending in an integral cent) quarter-annual installments, as hereinafter provided, an amount equal to the aggregate of the Purchase Prices for all the Equipment less the amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph (the aggregate of said installments being hereinafter called the Conditional Sale Indebtedness).

The installments of the Conditional Sale Indebtedness shall be payable quarter-annually on February 15, May 15, August 15 and November 15 in each year commencing on May 15, 1983 to and including February 15, 1993. The unpaid Conditional Sale Indebtedness shall bear interest, from the Closing Date for each Group at a rate per annum, computed for each quarterly period, equal to the Applicable Rate as determined in the Finance Agreement. Such interest shall be payable quarterly on the fifteenth day of February, May, August and November in each year commencing the first such date after the Closing Date (such dates being hereinafter called the "Interest Payment Dates")."

2. The Conditional Sale Agreement except as herein amended shall remain in full force and effect.

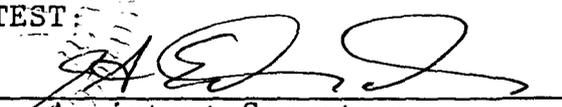
IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals, to be hereunto affixed, duly attested, all as of the date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

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 
Vice President

[Corporate Seal]

ATTEST:


Assistant Secretary

NORTH WESTERN LEASING COMPANY

By 
Vice President

(Corporate Seal]

ATTEST:


Assistant Secretary

STATE OF ILLINOIS,
COUNTY OF COOK,

)
) SS:

On this *10th* day of *March, 1982*, before me personally appeared *P. A. Pingleff*, to me personally known who, being by me duly sworn, says that he is a Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia S. Collins
Notary Public

[Notarial Seal]

My Commission expires:
March 31, 1983

STATE OF ILLINOIS,
COUNTY OF COOK,

)
) SS:

On this *10th* day of *March, 1982*, before me personally appeared *P. A. Pingleff*, to me personally known, who, being by me duly sworn says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia S. Collins
Notary Public

[Notarial Seal]

My Commission expires:
March 31, 1983