

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
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WUI 620976

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WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER

RECORDATION NO. 11779-~~E~~ Filed 1980

OCT 22 1980 - 1 00 PM

INTERSTATE COMMERCE COMMISSION

October 21, 1980

## Chicago and North Western Transportation Company Lease Financing Dated as of March 1, 1980

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of Chicago and North Western Transportation Company, are counterparts of an Amendment Agreement (A2) dated as of October 1, 1980, among Chicago and North Western Transportation Company, Mercantile-Safe Deposit and Trust Company, as Agent, The Connecticut Bank and Trust Company, as Trustee, and General Motors Corporation (Electro-Motive Division), as Builder, amending the following documents:

(a) Conditional Sale Agreement dated as of March 1, 1980, between General Motors Corporation (Electro-Motive Division), as Builder, and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11779 on May 13, 1980; and

(b) Lease of Railroad Equipment dated as of March 1, 1980, between Chicago and North Western Transportation Company, and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11779-B on May 13, 1980.

*File as part of E.C. No. 11779  
do not know what letter may be*

OCT 22 1980  
FILED  
FBI

*Christina J. Gerson*

The addresses of the parties to the aforementioned agreements are:

Chicago and North Western Transportation Company,  
400 West Madison Street,  
Chicago, Illinois 60606.

Mercantile-Safe Deposit and Trust Company,  
Two Hopkins Plaza,  
Baltimore, Maryland 21203.

The Connecticut Bank and Trust Company,  
One Constitution Plaza,  
Hartford, Connecticut 06115.

General Motors Corporation  
(Electro-Motive Division),  
La Grange, Illinois 60525.

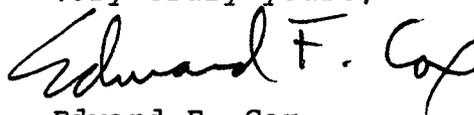
Please file and record the documents referred to in this letter and index them under the names of the above parties.

The equipment covered is described in Schedule A hereto.

Enclosed is our check for \$10 for the required recordation fee. Please stamp all copies of the enclosed document (with your recordation number), retain one copy for your files and return the remaining copies to me.

Thank you for your assistance.

Very truly yours,



Edward F. Cox,  
as Agent for Chicago and North  
Western Transportation Company

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

Encls.

SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Edward F. Cox  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N. Y. 10005

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 10/22/80<sup>at</sup> 1:00 PM, and assigned re-  
recording number (s). 11779D& 11780D

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

OCT 22 1980-1 02 PM

## INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (A2) dated as of October 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (A) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (A) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779 and 11779-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779-B and 11779-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (A) dated as of March 1, 1980 (the "Amendment Agreement");

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 29, 1980, and was assigned recordation number 11779-D;

WHEREAS pursuant to the CSA, 19 units with road

*CNW 5072 AND 5074 JMB*

numbers CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066 and CNW 5069, were delivered on or prior to June 30, 1980;

WHEREAS pursuant to the footnote to Annex B to the CSA and the footnote to Schedule A to the Lease (in each case as amended by the Amendment Agreement), only units delivered on or prior to June 30, 1980, are deemed to be Equipment subject to, or described in, the CSA and the Lease;

WHEREAS the Agent is authorized to execute this Agreement without the prior written approval of the Investors because this Agreement could not adversely affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Agreement;

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

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Amendment Agreement shall remain unaltered and in full force and effect.
6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed thereto by their respective officers

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by J. M. Battle  
Senior Vice President-Finance

[Corporate Seal]

Attest:

[Signature]  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by \_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by \_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

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

On this 9<sup>th</sup> day of October 1980, before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation 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.

Sylvia B. Thomas  
Notary Public



[Notarial Seal]

My Commission Expires 2-9-83

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 1980, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an \_\_\_\_\_ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Agent 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 HARTFORD, )

On this            day of            1980, before me  
personally appeared            , to me personally  
known, who being by me duly sworn, says that he is an Autho-  
rized Officer of THE CONNECTICUT BANK AND TRUST COMPANY,  
that one of the seals affixed to the foregoing instrument is  
the seal of said Corporation and that said instrument was  
signed and sealed on behalf of said Corporation as Trustee 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 ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of            1980, before me  
personally appeared            , to me personally  
known, who being by me duly sworn, says that he is a Vice  
President of GENERAL MOTORS CORPORATION (Electro-Motive  
Division), 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

CONSENT OF OWNER

The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING CORPORATION,

by

\_\_\_\_\_

INGERSOLL-RAND FINANCIAL CORPORATION,

by

\_\_\_\_\_

## EXHIBIT A

## Annex B to Conditional Sale Agreement\*

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time of Delivery</u>
GP-50 locomotives	8112	McCook, Illinois	19	\$723,475	\$13,746,025	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074	April 1980 through June 1980

Place of Delivery: Freight yard of Lessee at Proviso, Illinois

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\* Any unit delivered after June 30, 1980, or excluded from this Conditional Sale Agreement (A) due to the Maximum Purchase Price limitation will not be delivered pursuant to, or deemed to be Equipment subject to or described in, this Conditional Sale Agreement (A) and will be delivered pursuant to and deemed to be Equipment subject to Conditional Sale Agreement (B) dated as of the date hereof between the Builder and Hartford National Bank and Trust Company, as trustee.

## SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

---

\* Any unit of the Equipment delivered after June 30, 1980, or excluded from the CSA due to the Maximum Purchase Price limitation contained therein will not be subject to this Lease of Railroad Equipment (A).

AMENDMENT AGREEMENT (A2) dated as of October 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (A) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (A) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779 and 11779-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779-B and 11779-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (A) dated as of March 1, 1980 (the "Amendment Agreement");

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 29, 1980, and was assigned recordation number 11779-D;

WHEREAS pursuant to the CSA, 19 units with road

5072 and 5074  
*[Handwritten signature]*

numbers CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066 and CNW 5069 were delivered on or prior to June 30, 1980;

WHEREAS pursuant to the footnote to Annex B to the CSA and the footnote to Schedule A to the Lease (in each case as amended by the Amendment Agreement), only units delivered on or prior to June 30, 1980, are deemed to be Equipment subject to, or described in, the CSA and the Lease;

WHEREAS the Agent is authorized to execute this Agreement without the prior written approval of the Investors because this Agreement could not adversely affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Agreement;

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

- 1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
- 2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
- 3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
- 4. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
- 5. Except as amended hereby, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Amendment Agreement shall remain unaltered and in full force and effect.
- 6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed thereto by their respective officers

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
Senior Vice President-Finance

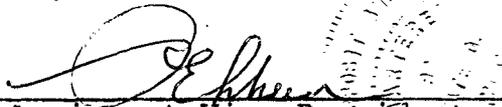
Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by

[Corporate Seal]

  
\_\_\_\_\_  
Assistant Vice President

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 1980, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation 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 \_\_\_\_\_

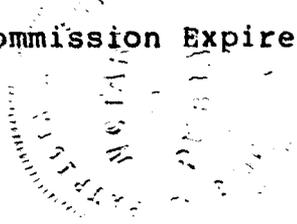
STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this 6th day of October, 1980, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Agent by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Patricia A. Shilow  
Notary Public

[Notarial Seal]

My Commission Expires 7-1-82



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

On this            day of            1980, before me  
personally appeared            , to me personally  
known, who being by me duly sworn, says that he is an Autho-  
rized Officer of THE CONNECTICUT BANK AND TRUST COMPANY,  
that one of the seals affixed to the foregoing instrument is  
the seal of said Corporation and that said instrument was  
signed and sealed on behalf of said Corporation as Trustee 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 ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of            1980, before me  
personally appeared            , to me personally  
known, who being by me duly sworn, says that he is a Vice  
President of GENERAL MOTORS CORPORATION (Electro-Motive  
Division), 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

CONSENT OF OWNER

The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING CORPORATION,

by

\_\_\_\_\_

INGERSOLL-RAND FINANCIAL CORPORATION,

by

\_\_\_\_\_

## Annex B to Conditional Sale Agreement\*

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time of Delivery</u>
GP-50 locomotives	8112	McCook, Illinois	19	\$723,475	\$13,746,025	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074	April 1980 through June 1980

Place of Delivery: Freight yard of Lessee at Proviso, Illinois

---

\* Any unit delivered after June 30, 1980, or excluded from this Conditional Sale Agreement (A) due to the Maximum Purchase Price limitation will not be delivered pursuant to, or deemed to be Equipment subject to or described in, this Conditional Sale Agreement (A) and will be delivered pursuant to and deemed to be Equipment subject to Conditional Sale Agreement (B) dated as of the date hereof between the Builder and Hartford National Bank and Trust Company, as trustee.

## SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

---

\* Any unit of the Equipment delivered after June 30, 1980, or excluded from the CSA due to the Maximum Purchase Price limitation contained therein will not be subject to this Lease of Railroad Equipment (A).

AMENDMENT AGREEMENT (A2) dated as of October 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (A) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (A) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779 and 11779-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779-B and 11779-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (A) dated as of March 1, 1980 (the "Amendment Agreement");

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 29, 1980, and was assigned recordation number 11779-D;

WHEREAS pursuant to the CSA, 19 units with road

numbers CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, and CNW 5069, were delivered on or prior to June 30, 1980; *CNW 5072 and CNW 5074.*

WHEREAS pursuant to the footnote to Annex B to the CSA and the footnote to Schedule A to the Lease (in each case as amended by the Amendment Agreement), only units delivered on or prior to June 30, 1980, are deemed to be Equipment subject to, or described in, the CSA and the Lease;

WHEREAS the Agent is authorized to execute this Agreement without the prior written approval of the Investors because this Agreement could not adversely affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Agreement;

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

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Amendment Agreement shall remain unaltered and in full force and effect.
6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed thereto by their respective officers

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
Senior Vice President-Finance

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by

[Corporate Seal]

\_\_\_\_\_  
Assistant Vice President

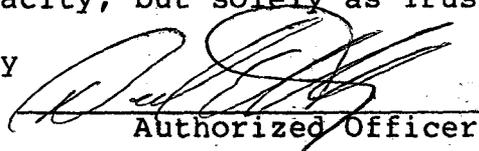
Attest:

\_\_\_\_\_  
Corporate Trust Officer

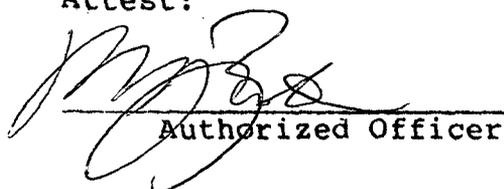
THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

[Corporate Seal]

  
\_\_\_\_\_  
Authorized Officer

Attest:

  
\_\_\_\_\_  
Authorized Officer



GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary



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

On this 3rd day of October 1980, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee 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.

Handwritten signature of Barbara S. Kacich

Notary Public

[Notarial Seal]
My Commission Expires

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

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

On this day of 1980, before me personally appeared, to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), 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

CONSENT OF OWNER

The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING  
CORPORATION,

by

\_\_\_\_\_

INGERSOLL-RAND FINANCIAL CORPORATION,

by

\_\_\_\_\_

## Annex B to Conditional Sale Agreement\*

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time of Delivery</u>
GP-50 locomotives	8112	McCook, Illinois	19	\$723,475	\$13,746,025	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074	April 1980 through June 1980

Place of Delivery: Freight yard of Lessee at Proviso, Illinois

---

\* Any unit delivered after June 30, 1980, or excluded from this Conditional Sale Agreement (A) due to the Maximum Purchase Price limitation will not be delivered pursuant to, or deemed to be Equipment subject to or described in, this Conditional Sale Agreement (A) and will be delivered pursuant to and deemed to be Equipment subject to Conditional Sale Agreement (B) dated as of the date hereof between the Builder and Hartford National Bank and Trust Company, as trustee.

## SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

---

\* Any unit of the Equipment delivered after June 30, 1980, or excluded from the CSA due to the Maximum Purchase Price limitation contained therein will not be subject to this Lease of Railroad Equipment (A).

AMENDMENT AGREEMENT (A2) dated as of October 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (A) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (A) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779 and 11779-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779-B and 11779-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (A) dated as of March 1, 1980 (the "Amendment Agreement");

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 29, 1980, and was assigned recordation number 11779-D;

WHEREAS pursuant to the CSA, 19 units with road

numbers CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066 and CNW 5069, were delivered on or prior to June 30, 1980; *CNW 5072 AND CNW 5074* *HC S* *10/9/80*

WHEREAS pursuant to the footnote to Annex B to the CSA and the footnote to Schedule A to the Lease (in each case as amended by the Amendment Agreement), only units delivered on or prior to June 30, 1980, are deemed to be Equipment subject to, or described in, the CSA and the Lease;

WHEREAS the Agent is authorized to execute this Agreement without the prior written approval of the Investors because this Agreement could not adversely affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Agreement;

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

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Amendment Agreement shall remain unaltered and in full force and effect.
6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed thereto by their respective officers

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
Senior Vice President-Finance

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by

[Corporate Seal]

\_\_\_\_\_  
Assistant Vice President

Attest:

\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

[Corporate Seal]

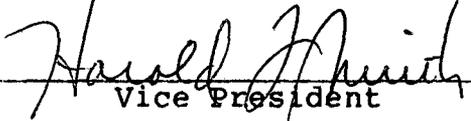
\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

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

On this            day of            1980, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation 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.:
   
 CITY OF BALTIMORE,)

On this            day of            1980, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is an            of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Agent 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 HARTFORD, )

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee 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

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

On this 9th day of October 1980, before me personally appeared H. J. Smith, to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), 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

JEANETTE B. WEIN
Notary Public
My Commission Expires

CONSENT OF OWNER

The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING CORPORATION,

by

\_\_\_\_\_

INGERSOLL-RAND FINANCIAL CORPORATION,

by

\_\_\_\_\_

## EXHIBIT A

## Annex B to Conditional Sale Agreement\*

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time of Delivery</u>
GP-50 locomotives	8112	McCook, Illinois	19	\$723,475	\$13,746,025	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074	April 1980 through June 1980

Place of Delivery: Freight yard of Lessee at Proviso, Illinois

---

\* Any unit delivered after June 30, 1980, or excluded from this Conditional Sale Agreement (A) due to the Maximum Purchase Price limitation will not be delivered pursuant to, or deemed to be Equipment subject to or described in, this Conditional Sale Agreement (A) and will be delivered pursuant to and deemed to be Equipment subject to Conditional Sale Agreement (B) dated as of the date hereof between the Builder and Hartford National Bank and Trust Company, as trustee.

## SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

---

\* Any unit of the Equipment delivered after June 30, 1980, or excluded from the CSA due to the Maximum Purchase Price limitation contained therein will not be subject to this Lease of Railroad Equipment (A).

AMENDMENT AGREEMENT (A2) dated as of October 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (A) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (A) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779 and 11779-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779-B and 11779-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (A) dated as of March 1, 1980 (the "Amendment Agreement");

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 29, 1980, and was assigned recordation number 11779-D;

WHEREAS pursuant to the CSA, 19 units with road

\*CNW 5072 and CNW 5074

numbers CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, ~~and~~ CNW 5069, were delivered on or prior to June 30, 1980;

WHEREAS pursuant to the footnote to Annex B to the CSA and the footnote to Schedule A to the Lease (in each case as amended by the Amendment Agreement), only units delivered on or prior to June 30, 1980, are deemed to be Equipment subject to, or described in, the CSA and the Lease;

WHEREAS the Agent is authorized to execute this Agreement without the prior written approval of the Investors because this Agreement could not adversely affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Agreement;

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

- 1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
- 2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
- 3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
- 4. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
- 5. Except as amended hereby, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Amendment Agreement shall remain unaltered and in full force and effect.
- 6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed thereto by their respective officers

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
Senior Vice President-Finance

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by

[Corporate Seal]

\_\_\_\_\_  
Assistant Vice President

Attest:

\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

---

Vice President

[Corporate Seal]

Attest:

---

Assistant Secretary

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

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation 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.:
CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Agent 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 HARTFORD, )

On this            day of            1980, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee 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 ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of            1980, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), 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

CONSENT OF OWNER

The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING CORPORATION,

by

Gerard L. Hosen *GRH*

INGERSOLL-RAND FINANCIAL CORPORATION,

by

\_\_\_\_\_

## Annex B to Conditional Sale Agreement\*

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time of Delivery</u>
GP-50 locomotives	8112	McCook, Illinois	19	\$723,475	\$13,746,025	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074	April 1980 through June 1980

Place of Delivery: Freight yard of Lessee at Proviso, Illinois

---

\* Any unit delivered after June 30, 1980, or excluded from this Conditional Sale Agreement (A) due to the Maximum Purchase Price limitation will not be delivered pursuant to, or deemed to be Equipment subject to or described in, this Conditional Sale Agreement (A) and will be delivered pursuant to and deemed to be Equipment subject to Conditional Sale Agreement (B) dated as of the date hereof between the Builder and Hartford National Bank and Trust Company, as trustee.

## SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

---

\* Any unit of the Equipment delivered after June 30, 1980, or excluded from the CSA due to the Maximum Purchase Price limitation contained therein will not be subject to this Lease of Railroad Equipment (A).

AMENDMENT AGREEMENT (A2) dated as of October 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (A) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners"), and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (A) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (A) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779 and 11779-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (A) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (A) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11779-B and 11779-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (A) dated as of March 1, 1980 (the "Amendment Agreement");

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 29, 1980, and was assigned recordation number 11779-D;

WHEREAS pursuant to the CSA, 19 units with road

numbers CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066 and CNW 5069, were delivered on or prior to June 30, 1980;

*CNW 5072 AND CNW 5074*

WHEREAS pursuant to the footnote to Annex B to the CSA and the footnote to Schedule A to the Lease (in each case as amended by the Amendment Agreement), only units delivered on or prior to June 30, 1980, are deemed to be Equipment subject to, or described in, the CSA and the Lease;

WHEREAS the Agent is authorized to execute this Agreement without the prior written approval of the Investors because this Agreement could not adversely affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Agreement;

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

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Amendment Agreement shall remain unaltered and in full force and effect.
6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed thereto by their respective officers

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

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY,

by

[Corporate Seal]

\_\_\_\_\_  
Senior Vice President-Finance

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but solely  
as Agent,

by

[Corporate Seal]

\_\_\_\_\_  
Assistant Vice President

Attest:

\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

---

Vice President

[Corporate Seal]

Attest:

---

Assistant Secretary



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

On this            day of            1980, before me  
personally appeared            , to me personally  
known, who being by me duly sworn, says that he is an Autho-  
rized Officer of THE CONNECTICUT BANK AND TRUST COMPANY,  
that one of the seals affixed to the foregoing instrument is  
the seal of said Corporation and that said instrument was  
signed and sealed on behalf of said Corporation as Trustee 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 ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of            1980, before me  
personally appeared            , to me personally  
known, who being by me duly sworn, says that he is a Vice  
President of GENERAL MOTORS CORPORATION (Electro-Motive  
Division), 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

CONSENT OF OWNER

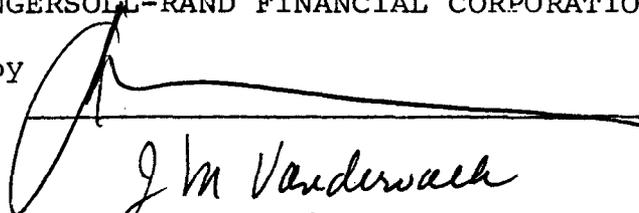
The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING CORPORATION,

by

INGERSOLL-RAND FINANCIAL CORPORATION,

by

  
Jm Vanderwalk  
Vice President

## EXHIBIT A

## Annex B to Conditional Sale Agreement\*

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time of Delivery</u>
GP-50 locomotives	8112	McCook, Illinois	19	\$723,475	\$13,746,025	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074	April 1980 through June 1980

Place of Delivery: Freight yard of Lessee at Proviso, Illinois

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\* Any unit delivered after June 30, 1980, or excluded from this Conditional Sale Agreement (A) due to the Maximum Purchase Price limitation will not be delivered pursuant to, or deemed to be Equipment subject to or described in, this Conditional Sale Agreement (A) and will be delivered pursuant to and deemed to be Equipment subject to Conditional Sale Agreement (B) dated as of the date hereof between the Builder and Hartford National Bank and Trust Company, as trustee.

## SCHEDULE A

Specifications of the Equipment\*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
GP-50 locomotives	General Motors Corporation (Electro-Motive Division)	19	CNW 5050 through CNW 5063, inclusive, CNW 5065, CNW 5066, CNW 5069, CNW 5072 and CNW 5074

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\* Any unit of the Equipment delivered after June 30, 1980, or excluded from the CSA due to the Maximum Purchase Price limitation contained therein will not be subject to this Lease of Railroad Equipment (A).