

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RALPH L. McAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
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DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
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MARTIN L. SENZEL
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ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

RECORDATION NO. 11780-E Filed 1425

OCT 22 1980-1 00 PM

INTERSTATE COMMERCE COMMISSION

No. _____
Date OCT 22 1980
Fee \$ 10.00
ICC Washington, D. C.

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE O. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-61-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 6814901

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 (B2) dated as of October 1, 1980, among Chicago and North Western Transportation Company, Mercantile-Safe Deposit and Trust Company, as Agent, Hartford National 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 Hartford National Bank and Trust Company, as Trustee, filed under Recordation No. 11780 on May 29, 1980; and

(b) Lease of Railroad Equipment dated as of March 1, 1980, between Chicago and North Western Transportation Company, and Hartford National Bank and Trust Company, as Trustee, filed under Recordation No. 11780-B on May 29, 1980.

*20 as a
11780
is not
in book
sent letter
on 12*

FILED
OCT 22 1980
FBI

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.

Hartford National Bank and Trust Company,
777 Main Street,
Hartford, Connecticut 06115.

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

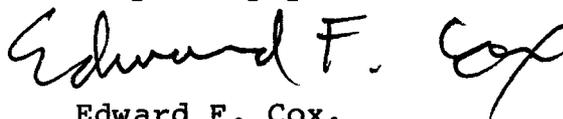
Please file and record the documents referred to in this letter and index them under the names of the above parties.

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)	31	CNW 5064, CNW 5067, CNW 5068, CNW 5070, CNW 5071, CNW 5073, CNW 5075 through CNW 5099 inclusive

11780

RECORDATION NO.

11780-E
Filed 1425

OCT 22 1980-1 00 PM

[CS&M Ref. 2043-966]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (B2) 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"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) 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 (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) 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 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11780-B and 11780-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (B) 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 11780-D;

WHEREAS pursuant to the CSA, 31 units with road

CNW 5071, CNW 5073²
AND CNW 5075
JMS

numbers CNW 5064, CNW 5067, CNW 5068, and CNW 5070, through CNW 5099, inclusive, were delivered on or prior to September 30, 1980;

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 HARTFORD NATIONAL BANK AND
TRUST COMPANY, not in its indi-
vidual 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 9th 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 HARTFORD NATIONAL 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	6	\$723,475	\$4,340,850	CNW 5064, CNW 5067, CNW 5068, CNW 5070 CNW 5071 CNW 5073	July 1980 through September 1980
GP-50 locomotives	8112	McCook, Illinois	25	\$760,015	\$19,000,375	CNW 5075 through CNW 5099, inclusive	July 1980 through September 1980

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

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)	31	CNW 5064, CNW 5067, CNW 5068, CNW 5070, CNW 5071, CNW 5073, CNW 5075 through CNW 5099, inclusive

AMENDMENT AGREEMENT (B2) 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"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) 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 (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) 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 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11780-B and 11780-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (B) 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 11780-D;

WHEREAS pursuant to the CSA, 31 units with road

5071, 5073, 5075 

numbers CNW 5064, CNW 5067, CNW 5068, and CNW 5070 through CNW 5099, inclusive, were delivered on or prior to September 30, 1980;

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

[Signature]
Assistant Vice President

[Corporate Seal]

Attest:

F H Allen
Corporate Trust Officer

THE HARTFORD NATIONAL BANK AND
TRUST COMPANY, not in its indi-
vidual 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 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 HARTFORD NATIONAL 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	6	\$723,475	\$4,340,850	CNW 5064, CNW 5067, CNW 5068, CNW 5070 CNW 5071 CNW 5073	July 1980 through September 1980
GP-50 locomotives	8112	McCook, Illinois	25	\$760,015	\$19,000,375	CNW 5075 through CNW 5099, inclusive	July 1980 through September 1980

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

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)	31	CNW 5064, CNW 5067, CNW 5068, CNW 5070, CNW 5071, CNW 5073, CNW 5075 through CNW 5099, inclusive

AMENDMENT AGREEMENT (B2) 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"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) 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 (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) 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 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11780-B and 11780-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (B) 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 11780-D;

WHEREAS pursuant to the CSA, 31 units with road

numbers CNW 5064, CNW 5067, CNW 5068, and CNW 5070 through CNW 5099, inclusive, were delivered on or prior to September 30, 1980;

CNW 5071,
CNW 5073,
CNW 5075

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

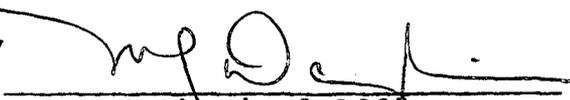
Attest:

Corporate Trust Officer

THE HARTFORD NATIONAL BANK AND
TRUST COMPANY, not in its indi-
vidual capacity, but solely as
Trustee,

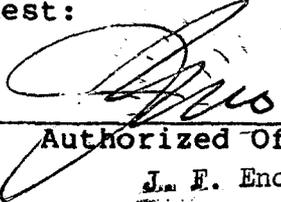
by

[Corporate Seal]


Authorized Officer

M. J. D'Angelico

Attest:


Authorized Officer

J. E. Eno

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

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

On this 9th day of October 1980, before me personally appeared M. J. D'Angelico, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE HARTFORD NATIONAL 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.

[Notarial Seal]
My Commission Expires

Louise E. Halford
Notary Public
LOUISE E. HALFORD
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.

[Notarial Seal]
My Commission Expires

Notary Public

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	6	\$723,475	\$4,340,850	CNW 5064, CNW 5067, CNW 5068, CNW 5070 CNW 5071 CNW 5073	July 1980 through September 1980
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Place of Delivery: Freight yard of Lessee at Proviso, Illinois

SCHEDULE A

Specifications of the Equipment*

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
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AMENDMENT AGREEMENT (B2) 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"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) 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 (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) 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 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11780-B and 11780-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (B) 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 11780-D;

WHEREAS pursuant to the CSA, 31 units with road

numbers CNW 5064, CNW 5067, CNW 5068, ^{CNW 5070, CNW 5071, CNW 5073} and CNW ~~5070~~⁵⁰⁷⁵ through CNW 5099, inclusive, were delivered on or prior to September 30, 1980; HLS
10/9/80

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 HARTFORD NATIONAL BANK AND
TRUST COMPANY, not in its indi-
vidual capacity, but solely as
Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Harold I. Smith
Vice President

[Corporate Seal]

Attest:

Carroll J. [Signature]
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 HARTFORD NATIONAL 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.

Jeanette R. Weiss

Notary Public

[Notarial Seal]

My Commission Expires

JEANNETTE R. WEISS
Notary Public, Wayne County, Mich.
My Commission Expires Feb. 10, 1982

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	6	\$723,475	\$4,340,850	CNW 5064, CNW 5067, CNW 5068, CNW 5070 CNW 5071 CNW 5073	July 1980 through September 1980
GP-50 locomotives	8112	McCook, Illinois	25	\$760,015	\$19,000,375	CNW 5075 through CNW 5099, inclusive	July 1980 through September 1980

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

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)	31	CNW 5064, CNW 5067, CNW 5068, CNW 5070, CNW 5071, CNW 5073, CNW 5075 through CNW 5099, inclusive

AMENDMENT AGREEMENT (B2) 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"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) 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 (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) 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 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11780-B and 11780-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (B) 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 11780-D;

WHEREAS pursuant to the CSA, 31 units with road

* except for CNW 5072 and CNW 5074
numbers CNW 5064, CNW 5067, CNW 5068, and CNW 5070 through *
CNW 5099, inclusive, were delivered on or prior to September 30, 1980;

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 HARTFORD NATIONAL BANK AND
TRUST COMPANY, not in its indi-
vidual 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 TRANSPOR-
 TATION 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 Corpora-
 tion 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 HARTFORD NATIONAL 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. Hoover SVP

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	6	\$723,475	\$4,340,850	CNW 5064, CNW 5067, CNW 5068, CNW 5070 CNW 5071 CNW 5073	July 1980 through September 1980
GP-50 locomotives	8112	McCook, Illinois	25	\$760,015	\$19,000,375	CNW 5075 through CNW 5099, inclusive	July 1980 through September 1980

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

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)	31	CNW 5064, CNW 5067, CNW 5068, CNW 5070, CNW 5071, CNW 5073, CNW 5075 through CNW 5099, inclusive

AMENDMENT AGREEMENT (B2) 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"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) 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 (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) 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 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) 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 11780-B and 11780-C, respectively;

WHEREAS the Lessee, the Agent, the Trustee, and the Builder have entered into an Amendment Agreement (B) 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 11780-D;

WHEREAS pursuant to the CSA, 31 units with road

numbers CNW 5064, CNW 5067, CNW 5068, CNW 5070, *CNW 5071, CNW 5073*
 CNW 5099, inclusive, were delivered on or prior to September 30, 1980; *AND CNW 5075 THROUGH*

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 HARTFORD NATIONAL BANK AND
TRUST COMPANY, not in its indi-
vidual 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 Authorized Officer of THE HARTFORD NATIONAL 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

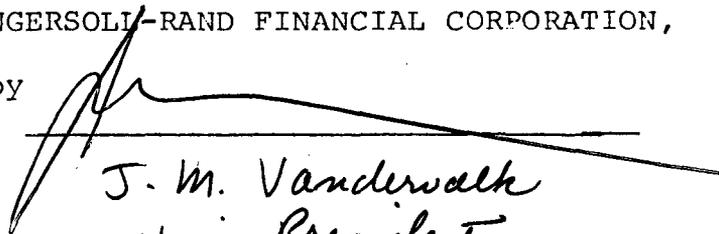
The Owner hereby consent to the foregoing Amendment and hereby authorizes the Lessor to execute and deliver said Amendment.

BENEFICIAL FINANCE LEASING CORPORATION,

by

INGERSOLL-RAND FINANCIAL CORPORATION,

by



J. M. 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	6	\$723,475	\$4,340,850	CNW 5064, CNW 5067, CNW 5068, CNW 5070 CNW 5071 CNW 5073	July 1980 through September 1980
GP-50 locomotives	8112	McCook, Illinois	25	\$760,015	\$19,000,375	CNW 5075 through CNW 5099, inclusive	July 1980 through September 1980

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

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)	31	CNW 5064, CNW 5067, CNW 5068, CNW 5070, CNW 5071, CNW 5073, CNW 5075 through CNW 5099, inclusive
