

CHICAGO AND



TRANSPORTATION COMPANY

4-362A064

File: A-12353 (A-397)

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.

Date

Fee \$

14434-B
DEC 27 1984 . 45 PM

10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

(312) 559-6167

December 21, 1984

Re: Finance Agreement dated as of September 15, 1984 among Chicago and North Western Transportation Company, North Western Leasing Company and Kellogg Citizens National Bank of Green Bay, and Equipment Lease between North Western Leasing Company and Chicago and North Western Transportation Company and Security Agreement from North Western Leasing Company to Kellogg Citizens National Bank of Green Bay, both dated September 28, 1984, assigned Recordation No. 14434 and 14434A respectively

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment #1 dated as of December 20, 1984 covering the addition of twenty-one (21) used locomotives as described on Schedule A-1 attached to the Agreement.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.
2. North Western Leasing Company, One North Western Center, Chicago, Illinois 60606.
3. Kellogg Citizens National Bank of Green Bay, 200 North Adams, Green Bay, Wisconsin 54305.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data to me.

Sincerely,

Joan A. Schramm

Joan A. Schramm
Assistant Secretary

DEC 27 1 39 PM '84
MOTOR OPERATING UNIT
ICC OFFICE OF THE SECRETARY

Enclosures

cc: G. R. Charles (A-397)
R. F. Guenther
R. L. Johnson

D. E. Stockham
M. R. Jeske
Arthur Andersen & Co.
Attn: Paul Keglevic

cs/d4/45.1

Camille S. P. R.

Interstate Commerce Commission
Washington, D.C. 20423

12/27/84

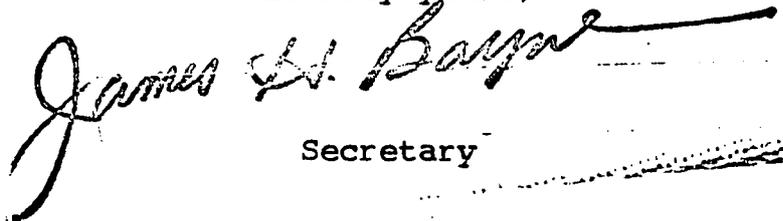
OFFICE OF THE SECRETARY

Joan A. Schramm
Assistant Secretary
Chicago & NorthWestern Transp. Co.
One North Western Center
Chicago, Ill. 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/84 at 1:45pm and assigned re-
recording number(s). 14434-B

Sincerely yours,


Secretary

Enclosure(s)

AMENDMENT #1

RECORDATION NO. 14434-B
Filed 1425

to

DEC 27 1984 - 3 45 PM

FINANCE AGREEMENT INTERSTATE COMMERCE COMMISSION

Dated as of September 15, 1984

Among

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,

NORTH WESTERN LEASING COMPANY,

KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY,

and

EQUIPMENT LEASE

Dated as of September 28, 1984

Between

NORTH WESTERN LEASING COMPANY

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

ICC Filing # 14434

and

SECURITY AGREEMENT

Dated as of September 28, 1984

Between

NORTH WESTERN LEASING

and

KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY

ICC Filing #14434-A

This AMENDMENT # 1 is dated as of December 20, 1984 and is among Chicago and North Western Transportation Company (the "Railroad"), North Western Leasing Company ("NWL") and Kellogg Citizens National Bank of Green Bay (the "Bank") and amends the Finance Agreement among the Railroad, NWL and the Bank dated as of September 15, 1984, the Equipment Lease between the Railroad and NWL dated as of September 28, 1984 and the Security Agreement between NWL and the Bank dated as of September 28, 1984 (collectively the "Agreements").

Now therefore, in consideration of the premises and of the rental to be paid and the covenants hereinafter mentioned, the parties hereto hereby agree as follows with respect to those Agreements to which they are a signatory:

FINANCE AGREEMENT

1. Section 1.1. In the definition "Collateral Value", the figure \$630,000 is hereby deleted and \$1,000,000 hereby substituted therefor.

2. Section 2.2 and 2.3. The figure \$630,000 is hereby deleted from these Sections and \$1,000,000 hereby substituted therefor.

3. Exhibit I. Exhibit I to the Finance Agreement is hereby deleted and Exhibit A-1 attached hereto and hereby made a part hereof is hereby substituted

therefor. All references to Exhibit 1 in the Finance Agreement shall be interpreted to refer to new Exhibit A-1 to the Finance Agreement.

EQUIPMENT LEASE

1. Section 2.1(a). To the following is hereby added at the end of this Sub-Section:

"In addition, one payment of interest shall also be due on January 1, 1985 on \$370,000, representing use of such funds from December 28, 1984 through January 1, 1985."

2. Schedule A. Schedule A to the Equipment Lease is hereby deleted and Schedule A-1 attached hereto and hereby made a part hereof is hereby substituted therefor. All references to Schedule A in the Equipment Lease shall be interpreted to refer to new Schedule A-1 to the Equipment Lease. ✓

SECURITY AGREEMENT

1. Schedule 1. Schedule 1 to the Security Agreement is hereby deleted and Schedule A-1 attached hereto and hereby made a part hereof is hereby substituted therefor. All references to Schedule 1 in the Security Agreement shall be interpreted to refer to Schedule A-1 to the Security Agreement.

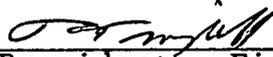
IN WITNESS WHEREOF, the parties have executed this
Amendment #1 as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

Seal

Attest:


Assistant Secretary

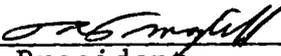
By: 
Title: Vice President - Finance
165 North Canal Street
Chicago, Illinois 60606
Attn: Assistant Vice President -
Finance

NORTH WESTERN LEASING COMPANY

Seal

Attest:

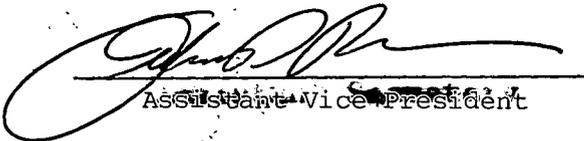

Assistant Sretary

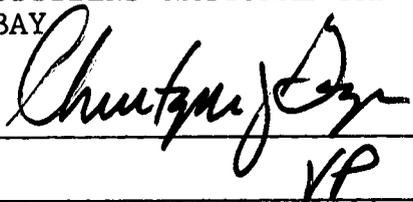
By: 
Title: Vice President
165 North Canal Street
Chicago, Illinois 60606
Attn: Assistant Vice President -
Finance

KELLOGG CITIZENS NATIONAL BANK OF
GREEN BAY

Seal

Attest:


Assistant Vice President

By: 
Title: 
200 North Adams
Green Bay, Wisconsin 54305
Attn: Mr. Christopher J. Gage

L24-17

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 21st day of December, 1984, before me personally appeared TA Tingleff & Jean A. Schramm to me personally known, who being by me duly sworn, did say that they are a Vice President and Assistant Secretary, respectively, of North Western Leasing Company and that the foregoing instrument was signed and sealed by them in the respective capacities therein set forth on behalf of said corporation by authority of its board of directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marcia L. Boverzo

Notary Public

My commission expires:

9/12/87

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 21st day of December, 1984, before me personally appeared TA Tingleff & Jean A. Schramm to me personally known, who being by me duly sworn, did say that they are a Vice President and Assistant Secretary respectively, of Chicago and North Western Transportation Company and that the foregoing instrument was signed and sealed by them in the respective capacities therein set forth on behalf of said corporation by authority of its board of directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marcia L. Boverzo
Notary Public

My commission expires:

9/12/87

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

On this 24th day of December, 1984, before me personally appeared Christopher J. Gage & John P. Rose to me personally known, who being by me duly sworn, did say that they are a Vice President and Asst Vice President, respectively, of Kellogg Citizens National Bank of Green Bay and that the foregoing instrument was signed and sealed by them in the respective capacities therein set forth on behalf of said corporation by authority of its board of directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Patricia A. DeBauche
Notary Public
My commission expires:

PATRICIA A. DE BAUCHE, Notary Public
My Commission Expires August 10, 1986

EXHIBIT A-1

TO

FINANCE AGREEMENT DATED AS OF SEPTEMBER 15, 1984

AMONG

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

NORTH WESTERN LEASING COMPANY

AND

KELLOGG CITIZENS NATIONAL BANK
OF GREEN BAY

<u>Type of Equipment</u>	<u>Railroad System No.</u>	<u>Purchase Price</u>	<u>No. of Equal Quarterly Installments</u>
14 Used Model SD-45 Locomotives	CNW 6576-6589, incl.	\$ 630,000	32
8 Used Model F-7A Locomotive	CNW 400-403, incl., 417,418, 420 and 424	\$ 176,000	32
3 Used Model GP-9 Locomotives	CNW 4501-4503, incl.	\$ 45,000	32
6 Used Model SD-9 Locomotives	CNW 1616-1621, incl.	\$ 90,000	32
4 Used Model GP-7 Locomotives	CNW 4320-4322, incl. and 4324	\$ 59,000	32
		<u>\$ 1,000,000</u>	

SCHEDULE A-1

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>RAILROAD SYSTEM NO.</u>	<u>PURCHASE PRICE</u>
14	SD-45 Locomotives	CNW 6576	\$ 45,000
		6577	45,000
		6578	45,000
		6579	45,000
		6580	45,000
		6581	45,000
		6582	45,000
		6583	45,000
		6584	45,000
		6585	45,000
		6586	45,000
		6587	45,000
		6588	45,000
		6589	45,000
			<u>\$ 630,000</u>
8	F-7A Locomotives	CNW 400	22,000
		401	22,000
		402	22,000
		403	22,000
		417	22,000
		418	22,000
		420	22,000
		424	22,000
			<u>22,000</u>
			\$ 176,000
3	GP-9 Locomotives	CNW 4501	\$ 15,000
		4502	15,000
		4503	15,000
			<u>15,000</u>
			\$ 45,000
6	SD-9 Locomotives	CNW 6616	\$ 15,000
		6617	15,000
		6618	15,000
		6619	15,000
		6620	15,000
		6621	15,000
			<u>15,000</u>
			90,000
4	GP-7 Locomotives	CNW 4320	\$ 15,000
		4321	15,000
		4322	15,000
		4324	14,000
			<u>14,000</u>
			\$ 59,000
		Total	<u>\$1,000,000</u>