

810
7080-B

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 7080-B Filed 1425
JUN 6 1980

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and six counterparts of a First Amendment to Conditional Sale Agreement dated as of February 1, 1980 which amends, among other things, a Conditional Sale Agreement dated as of May 15, 1973.

The original Conditional Sale Agreement was filed with the Interstate Commerce Commission on June 26, 1973, and assigned Recordation No. 7080.

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Vendee under First Amendment to Conditional Sale Agreement:	Midatlantic National Bank 744 Broad Street Newark, New Jersey
Assignee under First Amendment to Conditional Sale Agreement:	Wells Fargo Bank, N.A. 475 Sansome Street San Francisco, California 94111
Guarantor under First Amendment to Conditional Sale Agreement:	Richard B. Ogilvie, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company 516 West Jackson Blvd. Chicago, Illinois 60606

No. 0-158A028
Date JUN 6 1980
Fee \$ 10.00
ICC Washington, D. C.

The undersigned is the Guarantor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and five copies of the First Amendment to Conditional Sale Agreement to Kenneth G. Goldin, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

Richard B. Ogilvie

RECEIVED
JUN 6 10 56 AM '80
FEE OPERATION BR.
I.C.C.

Enclosures

CT. Koppler

SCHEDULE A

MANUFACTURER: PACCAR Inc

PLANT OF MANUFACTURER: Renton, Washington

DESCRIPTION OF EQUIPMENT: 100 60' Cushion Underframe Box Cars, MILW Road Numbers 4336 to 4338, both inclusive; 4342; 4348; 4352; 6300 to 6321, both inclusive; 6323; 6325 to 6348, both inclusive; 6350 to 6356, both inclusive; 6358; 6360 to 6379, both inclusive; 6381 to 6399, both inclusive

SPECIFICATIONS:

BASE PRICE: \$26,350 per Item (\$2,635,000 for 100 Items)

DELIVER TO: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

PLACE OF DELIVERY: Renton, Washington

ESTIMATED DELIVERY DATE: October-November, 1973

OUTSIDE DELIVERY DATES: 10 business days prior to November 30, 1973

FIXED RENTAL PAYMENTS: Sixty (60) quarterly rental payments in arrears each equal to 2.33669% of the price of each Item of Equipment

Lessee: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Assignee of Manufacturer: Wells Fargo Bank, N.A.

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

RECORDATION NO. 7080-B Filed 1425

JUN 6 1980 - 11 54 AM

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of February 1, 1980 (the or this "First Amendment"), among MIDATLANTIC NATIONAL BANK, formerly named National Newark & Essex Bank, a national banking association, as Trustee (the "Vendee") under Trust Agreement dated as of May 15, 1973, RICHARD B. OGILVIE, Trustee of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, a Wisconsin corporation (said Richard B. Ogilvie, Trustee as aforesaid, being herein called the ("Guarantor") and said Chicago, Milwaukee, St. Paul and Pacific Railroad Company being herein called the "Railroad") and WELLS FARGO BANK, N.A., as Assignee (the "Assignee") of all right, title and interest in, to and under a certain Conditional Sale Agreement dated as of May 15, 1973 (the "Conditional Sale Agreement") among GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation, PACCAR INC, a Delaware corporation and BETHLEHEM STEEL CORPORATION, a Delaware corporation (collectively, the "Manufacturers"), the Vendee and the Railroad;

W I T N E S S E T H:

WHEREAS, the Manufacturers, the Vendee and the Railroad have heretofore executed and delivered the Conditional Sale Agreement providing, inter alia, for the Manufacturers to construct and to build and deliver to the Vendee and for the Trustee to purchase certain railroad equipment more fully described in the Schedules attached to the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 26, 1973 and has been assigned Recordation No. 7080; and

WHEREAS, on December 19, 1977, the Railroad filed a Petition for Reorganization under Section 77 of the Federal Bankruptcy Act in the United States District Court for the Northern District of Illinois, Eastern Division (the "Court"), such Petition was duly approved as properly filed by an order signed on December 20, 1977 by the Court (said Petition and any and all other proceedings with respect thereto filed with the Court being hereinafter called the "Reorganization Proceedings"), the Guarantor has become duly qualified as Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and pursuant to the Reorganization Proceedings, the Guarantor is the successor to the Railroad; and

(M.R. Trust No. 73-4)

WHEREAS, the Vendee, the Assignee and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Vendee, the Assignee and the Guarantor hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. By deleting Schedule B-2 attached to the Conditional Sale Agreement, as amended, and substituting therefor Schedule B-2 attached to this First Amendment.

Whenever in any certificate, letter, notice or other instrument reference is made to the Conditional Sale Agreement, such reference without more shall include reference to this First Amendment.

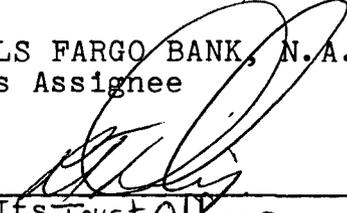
This First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Conditional Sale Agreement is in all respects ratified, confirmed and approved.

This First Amendment is dated as of February 1, 1980 for convenience of identification but is delivered by the parties hereto and becomes effective on the date of filing with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. 11303 (formerly Section 20c of the Interstate Commerce Act).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

WELLS FARGO BANK, N.A.,
as Assignee

By 
Its Trust Officer
Assignee as aforesaid

(CORPORATE SEAL)

Attest:

Assistant Secretary

MIDATLANTIC NATIONAL BANK,
as Trustee under Milwaukee
Road Trust No. 73-4

(CORPORATE SEAL)

By *Stephen P. Cosgrove*
Its STEPHEN P. COSGROVE
VICE PRESIDENT & TRUST OFFICER
Vendee as aforesaid

Attest:

Walter M. Church
Trust Officer

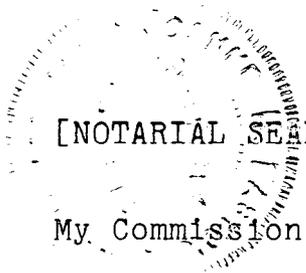
RICHARD B. OGILVIE, Trustee of
the Property of CHICAGO,
MILWANKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY, Debtor

Richard B. Ogilvie
Guarantor as aforesaid

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 1st day of May, 1980, before me personally appeared RICHARD B. OGILVIE, to me personally known, who being by me duly sworn, says that he is Trustee of the Property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, and the foregoing instrument was signed by him not individually, but solely as Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, and he acknowledged that he executed the same as his free act and deed.

Joanne H. Easton
Notary Public



My Commission expires: July 24, 1982

SCHEDULE B-2
(to Conditional Sale Agreement)

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PLANT OF MANUFACTURER: Renton, Washington

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