

CHICAGO AND



TRANSPORTATION COMPANY

June 6, 1980

A-8723

RECORDATION NO. 7133-C
JUN 9 1980 - 10 27 AM

J. S. EDWARDS
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

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

INTERSTATE COMMERCE COMMISSION

Re: 1. Conditional Sale Agreement dated as of July 1, 1973 between General Motors Corporation (Electro-Motive Division), Seller and Chicago and North Western Transportation Company, Buyer, and Agreement and Assignment between Sellor-Assignor and Continental Illinois National Bank and Trust Company of Chicago, Assignee, covering 10 Locomotives CNW Nos. 6801 to 6810 inclusive.

2. Supplemental Agreement dated as of July 1, 1973 among General Motors Corporation (Electro-Motive Division) (the "Builder"), Chicago and North Western Transportation Company (the "Railroad") and Continental Illinois National Bank and Trust Company of Chicago (the "Assignee") covering 5 Locomotives CNW Nos. 6801 to 6805 inclusive.

Second Supplemental Agreement dated as of July 1, 1973 among General Motors Corporation (Electro-Motive Division) (the "Builder"), Chicago and North Western Transportation Company (the "Railroad") and Continental Illinois National Bank and Trust Company of Chicago (the "Assignee") covering 10 Locomotives CNW Nos. 6801 to 6805 and 6811 to 6815 inclusive.

Dear Ms. Mergenovich:

Please refer to the above-mentioned documents assigned recordation numbers 7133 on August 13, 1973 at 9:35 a.m., 7133-A on September 11, 1973 at 9:35 a.m. and 7133-B on November 7, 1973 at 12:30 p.m. respectively, pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act.

No. 0-161AC28

Date JUN 9 1980

Fee \$ 10.00

ICC Washington, D. C.

RECEIVED
JUN 9 10 13 AM '80
I.C.C. OPERATION BR.

C. H. Kambel
C. A. [Signature]

June 6, 1980

Enclosed for recording are 5 Counterparts of Third Supplemental Agreement dated as of May 16, 1980, between the Chicago and North Western Transportation Company (the "Railroad") and Continental Illinois National Bank and Trust Company of Chicago (the "Assignee") covering the aforementioned equipment. Please assign a recordation number to the Third Supplemental Agreement. Keep one counterpart for your files and return the other 4 counterparts each showing your recordation data.

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

Very truly yours,



J. S. Edwards
Assistant Secretary

Enclosure

cc: G. R. Charles
R. D. Smith
F. E. Cunningham, Attn: R. DeWitt
Z. Steiger
R. F. Guenther, Attn: J. James
D. E. Stockham, Attn: J. Voldseth
Arthur Andersen & Co., Attn: Gary Holdren
Peter D. Horne, Vice President
Continental Illinois National Bank
& Trust Company of Chicago

Interstate Commerce Commission
Washington, D.C. 20423

6/9/80

OFFICE OF THE SECRETARY

J.S. Edwards
Assistant Secretary
Chicago & North Western Transp. Co.
400 West Madison St.

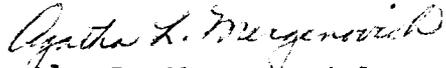
Chicago, Illinois 60606

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/9/80** at **10:25am**, and assigned re-
recording number(s). **7133-C, 7160-A, 7188-A, 7397-B**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

COUNTERPART

No. 1 of 16

REGISTRATION NO. 7133-C FILE 1973

JUN 1980

THIRD SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIRD SUPPLEMENTAL AGREEMENT dated as of May 16, 1980 between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the "Railroad") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Assignee").

WHEREAS, the Railroad and General Motors Corporation (Electro-Motive Division) (the "Builder") have entered into a Conditional Sale Agreement dated as of July 1, 1973 (the "CSA") providing for the manufacture and sale by the Builder and the purchase by the Railroad of ten 3000 H.P. SD 40-2 diesel electric locomotives described in the CSA, to be numbered CNW 6801-6810; and

WHEREAS, the Builder and the Assignee have entered into an Agreement and Assignment dated as of July 1, 1973 (the "Assignment") providing for the assignment by the Builder to the Assignee of certain rights of the Builder in the CSA and in the ten locomotives described in the CSA; and

WHEREAS, the Railroad, the Builder and the Assignee have entered into a Supplemental Agreement dated as of July 1, 1973 amending the CSA and the Assignment to exclude therefrom the five unmanufactured locomotives to be numbered CNW 6806-6810; and

WHEREAS, the Railroad, the Builder and the Assignee have entered into a Second Supplemental Agreement dated as of July 1, 1973 amending the CSA and the Assignment to replace the excluded locomotives with five 3000 H.P. SD 40-2 diesel electric locomotives to be numbered CNW 6811-6815 (the term "Equipment" in the CSA and the Assignment, as so amended, being defined to mean the ten locomotives numbered CNW 6801-6805 and CNW 6811-6815); and

WHEREAS, the Railroad and the Assignee wish to amend the CSA and Assignment as hereinafter provided;

NOW, THEREFORE, in consideration of the agreements hereinafter contained the parties hereto agree as follows:

1. Unless otherwise defined herein or the context hereof otherwise requires, terms which are defined in the CSA or the Assignment, as amended (as amended hereinafter called the "CSA" and the "Assignment"), shall have the same meanings when used herein as such terms have therein.

2. The Railroad shall pay the Conditional Sale Indebtedness outstanding on the date hereof (\$1,980,635.15) in 32 consecutive equal quarterly installments (except for appropriate adjustment of the final installment in case the amount payable pursuant to this paragraph shall not, when divided by 32, result in an amount ending in an integral cent). Such installments shall be payable on March 15, June 15, September 15 and December 15 of each year (the Interest Payment Dates) commencing on September 15, 1981 to and including June 15, 1989.

3. The Railroad shall pay interest on the unpaid Conditional Sale Indebtedness quarterly on each Interest Payment Date for the quarterly period ending on and including such Interest Payment Date, as follows: (A) on each Interest Payment Date after the date hereof to and including September 15, 1981, at a rate per annum equal to 110% of the Prime Rate in effect on the preceding Interest Payment Date; (B) on each Interest Payment Date after September 15, 1981 to and including September 15, 1985, at a rate per annum equal to 0.5% plus the Prime Rate in effect on the preceding Interest Payment Date; and (C) on each Interest Payment Date after September 15, 1985 to and including June 15, 1989, at a rate per annum equal to 0.75% plus the Prime Rate in effect on the preceding Interest Payment Date.

4. The seventh paragraph of Article 3 of the CSA is amended to read as follows:

"The Railroad shall have the privilege of prepaying the Conditional Sale Indebtedness in whole or in part, without penalty or premium, at any time, upon three days' written or telegraphic notice to the Manufacturer. Each prepayment shall be applied so that each of the remaining installments of Conditional Sale Indebtedness shall be reduced in the proportion that the amount of the prepayment bears to the unpaid Conditional Sale Indebtedness immediately prior

to such prepayment. The Railroad shall pay simultaneously with any prepayment pursuant to this paragraph all unpaid interest, if any, on the amount then to be prepaid, but only to the extent accrued to the date of prepayment. Following receipt of such payments, the Manufacturer shall release (but only to the extent required by the third paragraph of Article 5) the units of Equipment designated by the Railroad for release in compliance with the third paragraph of Article 5."

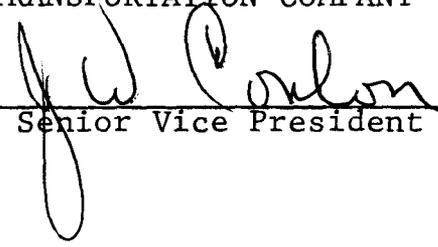
5. The following is added as the third paragraph of Article 5 of the CSA:

"In connection with any prepayment of Conditional Sale Indebtedness pursuant to the seventh paragraph of Article 3, the Railroad may request a release of the interest of the Manufacturer in that number of units of Equipment which equals, excluding any resultant fraction, the product of (A) all the units constituting the Equipment on the date of such prepayment and (B) a fraction, the numerator of which is the amount of such prepayment and the denominator of which is the Conditional Sale Indebtedness immediately prior to such prepayment. The units to be so released shall be designated by the Railroad in writing.

Following receipt of such prepayment and designation, so long as no Event of Default or event which with the lapse of time and/or the giving of notice would constitute an Event of Default has occurred and is continuing, the Manufacturer shall execute and deliver to the Railroad a bill of sale transferring the Manufacturer's title to and property in the designated units to the Railroad or upon its order free of all liens and encumbrances created or retained hereby."

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

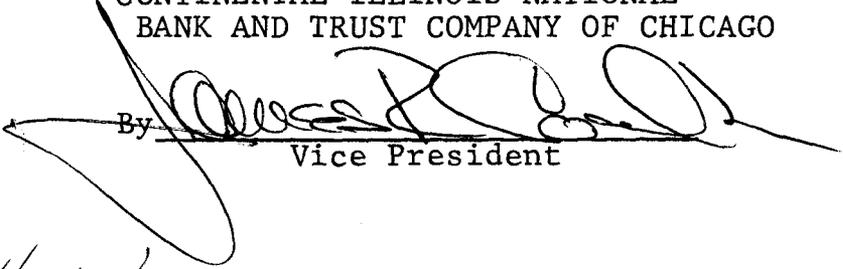
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 
Senior Vice President

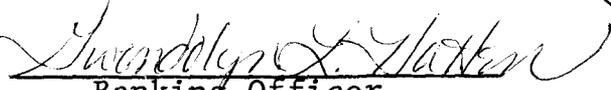
ATTEST:


Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By 
Vice President

ATTEST:


Banking Officer

