

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 8642-I
FILE 1485

2-089A065

March 29, 1982

File No.: A-9985

MAR 30 1982 - 11 25 AM
INTERSTATE COMMERCE COMMISSION
No. _____
Date _____

MAR 30 1982

Fee \$... 10.00

JOAN A. SCHRAMM
J. S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER
312/559-6165

PERCENT
MAR 30 11 30 AM '82

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

Re: Construction and Conditional Sale Agreement dated as of December 15, 1976 and Agreement and Assignment dated as of December 15, 1976 between North Western Leasing Company and First National Bank of Chicago assigned Recordation No. 8642 on December 29, 1976.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Supplemental Agreement dated as of March 15, 1982 covering 3 SD=45 locomotives as described on Schedule A 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. The First National Bank of Chicago, One First National Plaza, Chicago, Illinois 60670.

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

Sincerely,

J. S. Edwards
Assistant Secretary

JSE/baf

- cc: R. D. Smith
G. R. Charles A-251
R. F. Guenther, Attn: T. A. Valacak
D. E. Stockham, Attn: P. J. Brod

- R. R. DeWitt
M. H. Shumate

Arthur Anderson & Co.
Attn: G. Holdren

The First National Bank of Chicago
Attn: Douglas Nelson

Handwritten notes on the left margin, including a large 'O' and a signature.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

March 30, 1982

J. S. Edwards
Chicago & NorthWestern Trnsp. Co.
One North Western Center
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 **3/30/82** at **11:35AM**, and assigned re-
recording number (s). **8642-I**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

RECORDATION NO. 8642-I Form 1435

A-251

MAR 30 1982 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of March 15, 1982

between

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

and

THE FIRST NATIONAL BANK OF CHICAGO, as AGENT

Amending Construction and Conditional Sale Agreement

Dated as of December 15, 1976

Between North Western Leasing Company and

Chicago and North Western Transportation Company

SUPPLEMENTAL AGREEMENT dated as of March 15, 1982, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called the Railroad), and THE FIRST NATIONAL BANK OF CHICAGO, as AGENT (hereinafter called the Assignee).

WHEREAS, pursuant to a Construction and Conditional Sale Agreement dated as of December 15, 1976 (hereinafter called the Conditional Sale Agreement), between NORTH WESTERN LEASING COMPANY, (hereinafter called the Builder), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called the Railway) there was conditionally sold to the Railway certain railway equipment, the full legal title thereto remaining vested in the Builder; and

WHEREAS, pursuant to an Agreement and Assignment dated as of December 15, 1976 (hereinafter called the Assignment), between the Builder and the Assignee, the right, title and interest of the Builder in and to the said railroad equipment and in and to the Conditional Sale Agreement and to the rights, powers, privileges and remedies of Builder thereunder were assigned, transferred and set over to the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded as a single document with the Interstate, Commerce Commission pursuant to Section 20c (now Section 11303) of the Interstate Commerce Act; and

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WHEREAS, the Railroad, pursuant to Article 8 of the Conditional Sale Agreement, has deposited the value of a unit or units of said railroad equipment having suffered a Casualty Occurrence (as defined in the Conditional Sale Agreement) and, pursuant to said Article 8, expects to file with the Assignee the written instrument, certificate and opinion of counsel required to be filed under said Article in order to cause the funds so deposited to be applied toward the purchase price of additional units of railroad equipment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed between the parties hereto that:

1. The units of railroad equipment listed in Schedule A hereto shall, upon delivery thereof to the Railroad, be deemed part of the Equipment (as defined in the Conditional Sale Agreement), subject to all the terms and conditions of the Conditional Sale Agreement as though such units had been part of the original Equipment included thereunder.

2. As between the parties hereto, the term Builder as defined in the Conditional Sale Agreement shall mean, with respect to the railroad equipment listed in Schedule A hereto, North Western Leasing Company and without limiting the generality of the foregoing, the rights of the

Assignee to the entire unpaid indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of said railroad equipment, together with interest thereon, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of North Western Leasing Company in respect of said railroad equipment, or the manufacture, construction, delivery, or warranty thereof, or in respect of any indemnity by North Western Leasing Company relating to said railroad equipment, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the railroad by North Western Leasing Company. Any and all such obligations howsoever arising shall be and remain enforceable by the Railroad against and only against North Western Leasing Company.

3. The Railroad will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, and this Supplemental Agreement shall become effective only upon such filing and recordation. The Railroad agrees that it will not accept delivery of any of the units of the railroad equipment listed in Schedule A hereto under the Conditional Sale Agreement as supplemented by this Supplemental Agreement unless and until this Supplemental Agreement has been filed and recorded with the Interstate Commerce Commission. The Railroad

will also promptly cause this Supplemental Agreement to be filed and recorded in all other places required by the Conditional Sale Agreement with respect to the Equipment subject thereto.

4. Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

5. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterpart.

IN WITNESS WHEREOF the parties hereto have caused the Supplemental Agreement to be duly executed as of the date first above written.

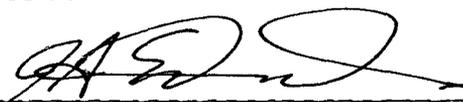
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

THE FIRST NATIONAL BANK
OF CHICAGO, as AGENT

by: 

[Corporate Seal]

Attest:


_____ Commercial Banking Officer

LP(38)502

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 29th day of MARCH , 1982, before me personally appeared T. A. TINGLEFF , to me personally known, who being by me duly sworn, says that he is a Vice President of Chicago and North Western Transportation Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

Virginia S. Callina
Notary Public

My Commission expires
3/31/83

[Notarial Seal]

LP(38)502-6*

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 29th day of MARCH , 1982, before me personally appeared D. F. NELSON , to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of The First National Bank of Chicago, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

Virginia A. Callens
Notary Public

My Commission expires

3/31/83

[Notarial Seal]

LP(38)502-7*

SCHEDULE A

<u>Quantity</u>	<u>Description</u>	<u>Railroad System No.</u>	<u>Purchase Price</u>
3	SD-45 Locomotive	CNW 907	\$ 225,000
		908	225,000
		909	<u>225,000</u>
			<u>\$ 675,000</u>

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