

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

INTERSTATE COMMERCE COMMISSION

312/559-6158

DEC 28 1988 10:35 AM December 23, 1988
File No.: A-13155

No. 8-363A013

Date ... DEC. 28. 1988

Fee \$... 13.00

RECORDATION NO. 16022-13 Filed 1425

Ms. Noretta McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Re: Conditional Sale Agreements dated as of September 1, 1988 and November 1, 1988 between North Western Leasing Company and Chicago and North Western Transportation Company, and Agreement and Assignments dated as of September 1, 1988 and November 1, 1988 between North Western Leasing Company and NEMLC Leasing Corporation.

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of First Amendment Agreement amending two Conditional Sale Agreements dated as of September 1, 1988 and November 1, 1988 as referenced above, covering certain changes as described therein.

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

1. NEMLC Leasing Corporation, 28 State Street, Boston, MA 02107
2. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.
3. North Western Leasing Company, One North Western Center, Chicago, IL 60606.

The first Conditional Sale Agreement and Agreement and Assignment were recorded September 7, 1988 and assigned recordation numbers 15805 and 15805A, respectively, and the second Conditional Sale Agreement and Agreement and Assignment were recorded November 10, 1988 and assigned recordation numbers 16022 and 16022A, respectively.

Enclosed is our check for \$13.00 to cover your recording fee. Please assign a recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data to me.

Sincerely,

Lisa M. Fanelli
Lisa M. Fanelli
Assistant Secretary

DEC 28 10 30 AM '88
100 OFFICE OF THE SECRETARY
FOR OPERATING UNIT

Enclosures

cc: J. E. Voldseth
J. G. Marski
R. S. Morgan
T. E. Greenland
Arthur Andersen & Co.
ATTN: Joe Adams

csp26-1(18)

ONE NORTH WESTERN CENTER / CHICAGO, ILLINOIS 60606

Cherry Lynn S. P. R.

DEC 28 1988 10-3 50 am

FIRST AMENDMENT AGREEMENT

RECORDATION NO. 16022-B FMS 1425

FIRST AMENDMENT AGREEMENT dated as of December 1, 1988, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the "Railroad"), NORTH WESTERN LEASING COMPANY ("NWL" or the "Subsidiary") and NEMLC LEASING CORPORATION (the "Lender").

WHEREAS, the Railroad, the Subsidiary and the Lender have entered into a Finance Agreement dated as of July 1, 1988, (the "Finance Agreement") under which (i) the Railroad proposes to enter into one or more Conditional Sale Agreements with the Subsidiary each providing for the purchase of Equipment by the Railroad from the Subsidiary and for Conditional Sale Indebtedness (as defined in paragraph 3 of Article 4 of Exhibit 3 to the Finance Agreement) to the Subsidiary of up to 100% of the Purchase Price (as defined in the Finance Agreement) of the Equipment and (ii) the Lender, subject to the terms and conditions of the Finance Agreement, is willing to provide funds in an amount up to 100% of the Purchase Price of the CSA Equipment, and in consideration therefore will obtain from the Subsidiary an assignment of the Subsidiary's right, title and interest in and to the Conditional Sale Agreements including, but not limited to, the right to ask, demand, sue for, collect, receive and enforce the indebtedness of the Railroad thereunder; and

WHEREAS, subject to the terms and conditions of the Finance Agreement, the Lender agrees to pay the Subsidiary, and acquire from it, pursuant to one or more Agreement and Assignment, the Subsidiary's interest in and to such Conditional

Sale Agreements and except as provided in the Finance Agreement and this First Amendment Agreement, a first priority security interest in and to the Equipment described therein; and

WHEREAS, pursuant to the Conditional Sale Agreement dated as of September 1, 1988 ("CSA" #1) the Railroad purchased from the Subsidiary Equipment having a Purchase Price of \$1,517,580.17 and incurred Conditional Sale Indebtedness in the amount of \$1,517,580.17 which pursuant to the Agreement and Assignment dated as of September 1, 1988 is payable with interest thereon to the Lender; and

WHEREAS, pursuant to the Conditional Sale Agreement dated as of November 1, 1988 ("CSA #2") the Railroad purchased from the Subsidiary Equipment having a Purchase Price of \$1,144,042.66 and incurred Conditional Sale Indebtedness in the amount of \$1,144,042.66 which pursuant to the Agreement and Assignment dated as of November 1, 1988 is payable with interest thereon to the Lender; and

WHEREAS, the Commitment Period as defined in the Finance Agreement expired November 15, 1988; and

WHEREAS, the parties hereto desire to extend the Commitment Period through December 30, 1988 and to make certain other changes to the provisions of the Finance Agreement, CSA #1 and CSA #2 and any subsequent Conditional Sale Agreements; and

WHEREAS, the Lender has agreed to finance the Purchase Price of any Equipment delivered and accepted subsequent to November 15, 1988 during the Commitment Period, as extended, at an interest rate of 11-1/4% per annum; and

WHEREAS, the interest rate per annum applicable to Conditional Sale Indebtedness incurred on or prior to November 15, 1988 is 10-1/8% and the interest rate per annum applicable to Conditional Sale Indebtedness incurred subsequent to November 15, 1988 is 11-1/4% and the parties hereto have determined that a weighted average interest rate of 10.24% per annum is to be applied to the aggregate Conditional Sale Indebtedness incurred pursuant to the Finance Agreement and all of the Conditional Sale Agreements executed pursuant thereto; and

WHEREAS, amortization of principal and interest under each Conditional Sale Agreement executed pursuant to the Finance Agreement commences on November 15, 1988 and therefore excess interest would otherwise be due and payable by the Railroad on the first Installment Payment Date with respect to any Conditional Sale Indebtedness incurred subsequent to November 15, 1988, and the parties wish to adjust the initial installment payment to take into account such excess interest;

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 Finance Agreement shall have the same meanings when used herein.

2. The definition of "Applicable Rate" in Subsection 1.1 of the Finance Agreement is hereby revised to read as follows
" 'Applicable Rate' means 10.24% per annum."

3. The last sentence of Subsection 2.2 of the Finance

Agreement is hereby deleted in its entirety and the following substituted therefor:

"The obligation to make Advances shall be from the date hereof through December 30, 1988 (the "Commitment Period")."

4. The first sentence of Subsection 4.1 of the Finance Agreement is hereby deleted in its entirety and the following substituted therefor:

"The unpaid principal amount of Obligations from time to time outstanding hereunder shall bear interest at a rate of 10.24% per annum."

5. Exhibit 3 to the Finance Agreement, CSA #1 and CSA #2 are hereby amended as follows:

(a) In the seventh line of the third paragraph of Article 4 the interest rate of "10-1/8%" is hereby deleted and the interest rate of "10.24%" is hereby substituted therefor; the level payment factor of "4.5970%" in the tenth line of the third paragraph of Article 4 is hereby deleted and the level payment factor of "4.6155%" is hereby substituted therefor.

(b) Schedule 1 (Schedule of Prepayment Percentages) is hereby deleted in its entirety and Schedule 1 attached hereto is substituted therefor.

(c) Schedule 2 (Schedule of Casualty Values) is hereby deleted in its entirety and Schedule 2 attached hereto is substituted therefor.

(d) Schedule 3 (Amortization Schedule) is hereby deleted in its entirety and Schedule 3 attached hereto is substituted therefor.

6. Exhibit 3 to the Finance Agreement, CSA #1 and CSA #2 are further amended as follows:

(a) In the third paragraph of Article 3, the date "November 15, 1988" is hereby deleted and the date "December 30, 1988" is hereby substituted therefor.

(b) In the third paragraph of Article 4, the final sentence thereof and the preceeding period is hereby deleted and the following inserted:

"; provided, however, that the amount of the installment payment due and payable on February 15, 1989 shall be reduced by an amount equal to the product of the Conditional Sale Indebtedness incurred after November 15, 1988 multiplied by a .1024 multiplied by a fraction, the numerator of which shall be the number of days from and including November 15, 1988 to and excluding December 30, 1988 and the denominator of which shall be 360."

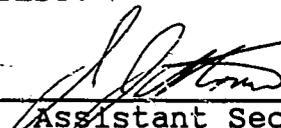
7. All other terms and conditions of the Finance Agreement and the Exhibits thereto, and CSA #1 and CSA #2, shall remain in full force and effect unmodified hereby.

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

[Corporate Seal]

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

ATTEST:



Assistant Secretary

By: 

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

[Corporate Seal]

NORTH WESTERN LEASING COMPANY

ATTEST:



Assistant Secretary

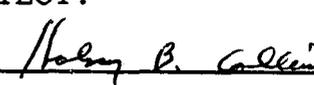
By: 

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

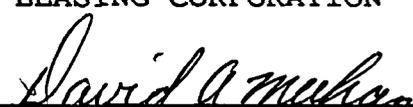
[Corporate Seal]

NEMLC LEASING CORPORATION

ATTEST:



Assistant Secretary

By: 

Title: Senior Vice President
28 State Street
Boston, Massachusetts 02109
Attn: Vice President-
Administration

LRL

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

On this *22nd* day of *December* 1988, before me personally appeared T. A. Tingleff, to me personally known, who, being by me duly sworn, says that he is the 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, 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.

Faith P. Delgado

Notary Public

[Notarial Seal]

My Commission expires *My Commission Expires Mar. 3, 1990*

STATE OF ILLINOIS)
COUNTY OF COOK) SS.:

On this *22nd* day of *December* 1988, before me personally appeared T. A. Tingleff, to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of NORTH WESTERN LEASING 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.

Faith P. Delgado

Notary Public

[Notarial Seal]

My Commission expires *My Commission Expires Mar. 3, 1990*

STATE OF)
Massachusetts)
COUNTY OF) SS.:
Suffolk)

On this 27th day of December , 1988, before me personally appeared David A. Meehan , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of NEMLC Leasing Corporation , that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said state banking association 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 national banking association.

Caroline Barbara Reposa
Notary Public

[Notarial Seal]

My Commission expires 12/16/94

SCHEDULE 1
TO CONDITIONAL SALE AGREEMENT

Schedule of Prepayment Percentages

<u>Installment Payment Date No.</u>	<u>Prepayment Percentage (as percentage of aggregate Purchase Price*</u>
13	70.824985
14	67.884094
15	64.867918
16	61.774530
17	58.033002
18	54.810799
19	51.506110
20	48.116824
21	44.640773
22	40.673035
23	37.052583
24	33.339451
25	29.531264
26	25.371872
27	21.405875
28	17.338352
29	13.166703
30	8.888262
31	4.500295
32	0.000000

* After payment of principal and interest due on such Installment
Payment Date

SCHEDULE 2
TO CONDITIONAL SALE AGREEMENT

Schedule of Casualty Values

<u>Installment Payment Date No.</u>	<u>Percent of Purchase Price*</u>
Interim	102.384800
1	100.218990
2	98.001361
3	95.730671
4	93.405653
5	91.025005
6	88.587398
7	86.091467
8	83.535818
9	80.919021
10	78.239615
11	75.496100
12	72.686943
13	69.810573
14	66.865382
15	63.849724
16	60.761912
17	57.600220
18	54.362881
19	51.048084
20	47.653976
21	44.178660
22	40.620192
23	36.976583
24	33.245796
25	29.425745
26	25.514295
27	21.509258
28	17.408395
29	13.209414
30	8.909966
31	4.507649
32	0.000000

* Percentages to be applied to the Purchase Price after payment of principal and interest on each applicable payment date following the date of the Casualty Occurrence.

SCHEDULE 3

TO CONDITIONAL SALE AGREEMENT

Amortization Schedule

<u>Installment Payment Date No.</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Outstanding Principal Balance</u>
1	100.000000	2.055564	2.559936	4.615500	97.944436
2		2.108186	2.507314	4.615500	95.836250
3		2.162154	2.453346	4.615500	93.674096
4		2.217504	2.397996	4.615500	91.456593
5		2.274270	2.341230	4.615500	89.182322
6		2.332490	2.283010	4.615500	86.849832
7		2.392200	2.223300	4.615500	84.457632
8		2.453439	2.162061	4.615500	82.004193
9		2.516246	2.099254	4.615500	79.487948
10		2.580660	2.034840	4.615500	76.907288
11		2.646723	1.968777	4.615500	74.260565
12		2.714477	1.901023	4.615500	71.546087
13		2.783966	1.831534	4.615500	68.762121
14		2.855234	1.760266	4.615500	65.906887
15		2.928326	1.687174	4.615500	62.978561
16		3.003289	1.612211	4.615500	59.975271
17		3.080172	1.535328	4.615500	56.895100
18		3.159022	1.456478	4.615500	53.736078
19		3.239891	1.375609	4.615500	50.496187
20		3.322830	1.292670	4.615500	47.173356
21		3.407892	1.207608	4.615500	43.765464
22		3.495132	1.120368	4.615500	40.270332
23		3.584605	1.030895	4.615500	36.685726
24		3.676369	0.939131	4.615500	33.009357
25		3.770482	0.845018	4.615000	29.238875
26		3.867004	0.748496	4.615500	25.371872
27		3.965996	0.649504	4.615500	21.405875
28		4.067523	0.547977	4.615500	17.338352
29		4.171649	0.443851	4.615500	13.166703
30		4.278441	0.337059	4.615500	8.888262
31		4.387966	0.227534	4.615500	4.500295
32		4.500295	0.115205	4.615500	0.000000
		100.000000	47.696000	147.696000	

