

Chicago and NorthWestern
Transportation Company



RECORDATION NO. 18443 FILED 1425

DEC 30 1993 - 12 05 AM

INTERSTATE COMMERCE COMMISSION

One NorthWestern Center
Chicago, Illinois 60606

Law Department
Direct Dial Number

December 29, 1993

0100078054

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

RECEIVED THE
OFFICE OF THE
SECRETARY
DEC 30 10 55 AM '93
LICENSING BRANCH

RE: Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not it its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18443

and

~~Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18443-A~~

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are three (3) original counterparts of the Lease Supplement (CNW 1993-B) No. 2 dated as of December 30, 1993, between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering 111 Covered Jumbo Hoppers as described on Schedule 1.

Also enclosed for recordation in connection with the above agreements are three (3) original counterparts of Indenture Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 111 Covered Jumbo Hoppers.

C. O'Connell

Mr. Sidney Strickland, Jr.
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The names and addresses of the parties to the above agreements are as follows:

Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Harris Trust and Savings Bank
311 West Monroe Street
Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign a sub-file recordation number to the Lease Supplement and Indenture Supplement, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,

K. A. Dombrowski
Assistant Secretary

Enclosures

LEASE SUPPLEMENT (CNW 1993-B) NO. 2

Dated as of December 30, 1993

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

REGISTRATION NO. 18443-1
FILED 1425
DEC 30 1993 -12 05 AM

INTERSTATE COMMERCE COMMISSION

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-B), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 199_, at ___:___ .M. Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 199_, at ___:___ .M.]

LEASE SUPPLEMENT (CNW 1993-B) NO. 2

LEASE SUPPLEMENT (CNW 1993-B) No. 2 dated as of December 30, 1993 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedules 1A and 1B hereto (each, a "Unit" and together, the "Units") at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedules 1A and 1B hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedules 1A and 1B hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5.a. The aggregate Equipment Cost of the Units set forth on Schedule 1A hereto leased hereunder is \$4,175,886.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1A hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of such Units are set forth, respectively, on Schedules 3 (for Units delivered on November 30, 1993), 4 (for Units delivered on November 30, 1993), 5 (for Units delivered on November 30, 1993) and 6 (for Units delivered on November 30, 1993) to the Participation Agreement.

5.b. The aggregate Equipment Cost of the Units set forth on Schedule 1B hereto leased hereunder is \$1,766,721.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1B hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of such Units are set forth, respectively, on Schedules 3 (for Units delivered on December 30, 1993), 4 (for Units delivered on December 30, 1993), 5 (for Units delivered on December 30, 1993) and 6 (for Units delivered on December 30, 1993) to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of October 14, 1993", the "Lease Agreement, dated as of October 14, 1993" or the "Lease, dated as of October 14, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, but
solely as Owner Trustee

By: 

Name: MARK A. FORGETTA
Title: VICE PRESIDENT

LESSEE:

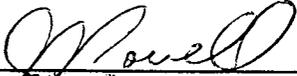
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 

Name: T. A. TINGLEFF
Title: SENIOR VICE PRESIDENT,
FINANCE & ACCOUNTING

Receipt of the original
counterpart of the foregoing
Lease Supplement No. 2
is hereby acknowledged this
27th day of DEC., 1993.

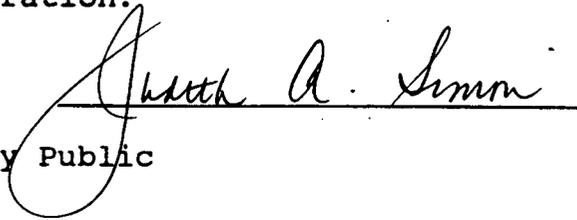
HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 

Name: J. J. Powell
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 27th day of DECEMBER, 1993, before me personally appeared T. A. Tingleff, to me personally known, who, by me being duly sworn, says that he is a Sr. VP-Finance & Acctg. of Chicago and North Western Transportation Company, and that the foregoing instrument was signed 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.



Notary Public

My commission expires

OFFICIAL SEAL
JUDITH A. SIMON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-10-97

UNITS OF EQUIPMENT

| CNW NUMBER | ACCEPTANCE DATE | UNIT EQUIPMENT COST |
|------------|-------------------|---------------------|
| CNW 490010 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490015 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490024 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490027 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490029 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490030 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490035 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490036 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490039 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490040 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490047 | NOVEMBER 29, 1993 | \$53,537 |
| CNW 490048 | NOVEMBER 29, 1992 | \$53,537 |
| CNW 490045 | DECEMBER 2, 1993 | \$53,537 |
| CNW 490131 | DECEMBER 2, 1993 | \$53,537 |
| CNW 490065 | DECEMBER 3, 1993 | \$53,537 |
| CNW 490075 | DECEMBER 3, 1993 | \$53,537 |
| CNW 490080 | DECEMBER 3, 1993 | \$53,537 |
| CNW 490014 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490023 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490042 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490079 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490085 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490089 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490090 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490094 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490104 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490112 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490120 | DECEMBER 6, 1993 | \$53,537 |
| CNW 490054 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490077 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490106 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490109 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490117 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490124 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490126 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490130 | DECEMBER 7, 1993 | \$53,537 |
| CNW 490046 | DECEMBER 9, 1993 | \$53,537 |
| CNW 490069 | DECEMBER 9, 1993 | \$53,537 |
| CNW 490116 | DECEMBER 9, 1993 | \$53,537 |
| CNW 490118 | DECEMBER 9, 1993 | \$53,537 |
| CNW 490016 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490062 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490070 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490074 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490078 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490082 | DECEMBER 10, 1993 | \$53,537 |

UNITS OF EQUIPMENT

| CNW NUMBER | ACCEPTANCE DATE | UNIT EQUIPMENT COST |
|------------|-------------------|---------------------|
| ----- | ----- | ----- |
| CNW 490083 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490088 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490091 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490103 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490113 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490135 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490156 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490159 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490162 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490170 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490171 | DECEMBER 10, 1993 | \$53,537 |
| CNW 490013 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490052 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490081 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490119 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490123 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490125 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490134 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490180 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490190 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490191 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490196 | DECEMBER 15, 1993 | \$53,537 |
| CNW 490006 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490037 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490033 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490044 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490053 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490058 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490063 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490067 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490071 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490086 | DECEMBER 17, 1993 | \$53,537 |

UNITS OF EQUIPMENT

| CNW NUMBER | ACCEPTANCE DATE | UNIT EQUIPMENT COST |
|------------|-------------------|---------------------|
| ----- | ----- | ----- |
| CNW 490087 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490092 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490098 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490099 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490111 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490115 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490141 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490145 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490145 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490152 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490154 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490185 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490193 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490195 | DECEMBER 17, 1993 | \$53,537 |
| CNW 490153 | DECEMBER 21, 1993 | \$53,537 |
| CNW 490157 | DECEMBER 21, 1993 | \$53,537 |
| CNW 490158 | DECEMBER 21, 1993 | \$53,537 |
| CNW 490161 | DECEMBER 21, 1993 | \$53,537 |
| CNW 490225 | DECEMBER 21, 1993 | \$53,537 |
| CNW 490057 | DECEMBER 22, 1993 | \$53,537 |
| CNW 490017 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490060 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490061 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490064 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490068 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490100 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490101 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490102 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490103 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490107 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490108 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490114 | DECEMBER 23, 1993 | \$53,537 |
| CNW 490121 | DECEMBER 23, 1993 | \$53,537 |

| | |
|--------------------------|-------|
| TOTAL UNITS OF EQUIPMENT | 111 |
| ----- | ----- |

| | |
|----------------------|-------------|
| TOTAL EQUIPMENT COST | \$5,942,607 |
| ----- | ----- |