Chicago and NorthWestern
Transportation Company

One NorthWestern Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

0100145055

RECORDATION NO. 18443-O FILED 1425

MAR 17 1994 -12 50 PM

INTERSTATE COMMERCE COMMISSION

March 16, 1994

A-13777-D-1
O-097

RECORDATION NO. 18443-Q FILED 1425

MAR 17 1994 -12 50 PM

INTERSTATE COMMERCE COMMISSION

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

RECEIVED
OFFICE OF THE SECRETARY
MAR 17 12 49 PM '94
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 in 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 four (4) original counterparts of Amendment No. 1 (CNW 1993-B) dated March 1, 1994 to Lease Supplement (CNW 1993-B) No. 4 between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering Covered Jumbo Hoppers.

L:\GROUPS\SECURE\GENERAL\EQUIPT\0038

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts of Amendment No. 1 (CNW 1993-B) dated March 1, 1994 to Indenture Supplement (CNW 1993-B) No. 4, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering Covered Jumbo Hoppers.

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 Amendment No. 1 to Lease Supplement No. 4, and Amendment No. 1 to Indenture Supplement No. 4, 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

RECORDATION NO. 18443-0
FILED 1425
MAR 17 1994 - 12 50 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 (CNW 1993-B)

Dated as of March 1, 1994

to

LEASE SUPPLEMENT (CNW 1993-B) NO. 4

Dated as of January 28, 1994

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS AMENDMENT NO. 1 TO LEASE SUPPLEMENT NO. 4, 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 AMENDMENT NO. 1 TO LEASE SUPPLEMENT NO. 4 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 _____ __, 1994, 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 _____ __, 1994, at __:__ _.M.

AMENDMENT NO. 1 (CNW 1993-B)

TO

LEASE SUPPLEMENT (CNW 1993-B) NO. 4

AMENDMENT NO. 1 (CNW 1993-B) dated as of March 1, 1994 to LEASE SUPPLEMENT (CNW 1993-B) No. 4 dated as of January 28, 1994 (this "Amendment No. 1") 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 Lease Supplements 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;

WHEREAS, the Lease was supplemented by Lease Supplement (CNW 1993-B) No. 1 dated as of November 30, 1993, by Lease Supplement (CNW 1993-B) No. 2 dated as of December 30, 1993, by Amendment No. 1 (CNW 1993-B) to Lease Supplement (CNW 1993-B) No. 2 dated December 30, 1993, by Lease Supplement (CNW 1993-B) No. 3 dated as of January 28, 1994 and by Lease Supplement (CNW 1993-B) No. 4 dated as of January 28, 1994 ("Lease Supplement No. 4");

WHEREAS, pursuant to Lease Supplement No. 4, Lessor confirmed delivery and leased to Lessee, and Lessee confirmed acceptance and leased from Lessor, under Lease Supplement No. 4, the Units set forth on Schedule 1 thereto;

WHEREAS, because such Units were not delivered to Lessor on December 30, 1993 as anticipated, the Equipment Costs for the December 30, 1993 Funding Date are lower than those set forth in Schedules 1 and 2 of the Participation Agreement;

WHEREAS, in accordance with Section 2.7(a) of the Participation Agreement, the Owner Participant recalculated the payments of Basic Rent, Stipulated Loss Values and Termination Values, as originally set forth in Schedules 3, 4 and 5, respectively, thereto and set forth the revised Basic Rent, Stipulated Loss Values and Termination Values in Schedules 1, 2 and 3, respectively, to the Adjustment Event Certificate (CNW 1993-B) dated January 28, 1994 (the "Adjustment Event Certificate");

WHEREAS, subsequent to the recording of Lease Supplement No. 4 and in accordance with Section 2.7(a) of the Participation Agreement, the Owner Participant has recalculated the EBO Amount, as originally set forth in Schedule 6 to the Participation Agreement, and set forth the revised EBO Amount in Schedule 4 to the Amended and Restated Adjustment Event Certificate (CNW 1993-B) dated as of March 1, 1994 (the "Amended and Restated Adjustment Event Certificate");

WHEREAS, the Owner Participant has restated and set forth in Schedules 1, 2 and 3, respectively, to such Amended and Restated Adjustment Event Certificate the Rental Factors, Stipulated Loss Values and Termination Values previously set forth on Schedules 1, 2 and 3, respectively, to the Adjustment Event Certificate;

WHEREAS, the Lessor and the Lessee wish to amend Lease Supplement No. 4 to acknowledge the revised EBO Amount as set forth on Schedule 4 to the Amended and Restated Adjustment Event Certificate and to cross-reference Schedules 1, 2 and 3 to the Amended and Restated Adjustment Event Certificate.

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

1. Paragraph 5 of Lease Supplement No. 4 is hereby amended to provide that the Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units set forth on Schedule 1 thereto are set forth, respectively, on Schedules 1, 2, 3 and 4 to the Amended and Restated Adjustment Event Certificate.

2. This Amendment No. 1 shall be construed in connection with and as part of the Lease and Lease Supplement No. 4, and all terms, conditions and covenants contained in the Lease and Lease Supplement No. 4 shall be and remain in full force and effect.

3. This Amendment No. 1 may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

4. This Amendment No. 1 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 Amendment No. 1 to Lease Supplement No. 4 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: J. E. VOLDSETH
Title: VICE-PRESIDENT FINANCE

Receipt of the original counterpart of the foregoing Amendment No. 1 to Lease Supplement No. 4 is hereby acknowledged this 8th day of March, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name: J. J. POWELL
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 7 th day of March, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank 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 bank.

Karen R. Felt

Notary Public

KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/99

My commission expires

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

On this 9th day of March, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is a Vice President-Finance 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.

Alanna R. Warren

Notary Public

My commission expires

" OFFICIAL SEAL "
ALANNA R. WARREN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/26/96