

DID# 0100582055

Chicago and North Western  
Transportation Company



One North Western Center  
Chicago, Illinois 60606

Law Department  
Direct Dial Number

(312) 559-6067

**VIA FEDERAL EXPRESS**

April 3, 1995

File: A-13834-A  
EOC: 0-103

18740 - F + J  
APR 4 1995 2:30 PM

APR 4 2 30 PM '95  
LICENSING DIVISION

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

Re: Lease of Railroad Equipment (CNW 1994-A) dated as of March 1, 1994 between Chicago and North Western Transportation Company, Lessee, and Shawmut Bank Connecticut, National Association, Lessor, Recorded March 24, 1994, and assigned ICC Recordation No. 18740

and

Trust Indenture and Security Agreement dated as if March 1, 1994 between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, Recorded March 24, 1994 and assigned ICC Recordation No. 18740-A

Dear Mr. Strickland:

Pursuant to Section 11303 of Interstate Commerce Act, enclosed for recordation are four (4) counterparts of Amendment No. 1 (CNW 1994-A) dated as of April 5, 1995 to Lease Supplement No. 1 (1994-A) dated as of May 2, 1994 between Chicago and North Western Transportation Company, Lessee and Shawmut Bank Connecticut, National Association, as Lessor, covering 20 Locomotives as described on Schedule 1 to the Lease Agreement.

Also enclosed for recordation in connection with the above Lease Agreement are four (4) counterparts of the Amendment No. 1 (CNW 1994-A) dated as of April 5, 1995 to Indenture Supplement No. 1 (1994-A) dated as of May 2, 1994 between Shawmut Bank

Counterparts - In cells



Interstate Commerce Commission  
Washington, D.C. 20423-0001

4/4/95

Office Of The Secretary

Mack H. Shumate, Jr.  
General Solicitor  
Chicago and NorthWestern Transportation  
Company  
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 4/4/95 at 2:40PM , and  
assigned recordation number(s). 1874C-I and 18740-J.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100582055)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

AMENDMENT NO. 1 (CNW 1994-A)

REGISTRATION

18740-7

Dated as of April 5, 1995

APR 1 1995 2 11 PM

to

LEASE SUPPLEMENT (CNW 1994-A) NO. 1

Dated as of May 2, 1994

between

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
Lessor

and

CHICAGO AND NORTH WESTERN RAILWAY COMPANY  
(formerly known as 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. 1, 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 1994-A), DATED AS OF MARCH 1, 1994, 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. 1 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 \_\_\_\_\_, 1995, 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 \_\_\_\_\_, 1995, at \_\_:\_\_ .M.

**AMENDMENT NO. 1 (CNW 1994-A)**

**TO**

**LEASE SUPPLEMENT (CNW 1994-A) NO. 1**

**AMENDMENT NO. 1 (CNW 1994-A)** dated as of April 5, 1995 to LEASE SUPPLEMENT (CNW 1994-A) No. 1 dated as of May 2, 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 RAILWAY COMPANY (formerly known as 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 1994-A) dated as of March 1, 1994 (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 1994-A) No. 1 dated as of May 2, 1994 ("Lease Supplement No. 1"), by Lease Supplement (CNW 1994-A) No. 2 dated as of June 8, 1994 and by Lease Supplement (CNW 1994-A) No. 3 dated as of June 15, 1994;

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

**WHEREAS**, the Transaction Costs paid by the Owner Participant pursuant to Section 2.6 of the Participation Agreement are more than .5% of the Total Equipment Cost;

**WHEREAS**, subsequent to the recording of Lease Supplement No. 1 and in accordance with Section 2.7(a) of the Participation Agreement, the Owner Participant has recalculated the payments of Basic Rent, Stipulated Loss Values and Termination Values, as originally set forth in Schedules 3, 4 and 5, respectively, to the Participation Agreement, 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 1994-A) dated as of April 5, 1995 (the "Adjustment Event Certificate");

**WHEREAS**, the Lessor and the Lessee wish to amend Lease Supplement No. 1 to acknowledge the revised Basic Rent, Stipulated Loss Values and Termination Values as set forth on Schedules 1, 2 and 3, respectively, to the 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. 1 is hereby amended to provide that the Rental Factors, Stipulated Loss Values and Termination Values applicable in respect of the Units set forth on Schedule 1 thereto are set forth, respectively, on Schedules 1, 2 and 3 to the Adjustment Event Certificate.

2. This Amendment No. 1 shall be construed in connection with and as part of the Lease and Lease Supplement No. 1, and all terms, conditions and covenants contained in the Lease and Lease Supplement No. 1 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. 1 to be duly executed and delivered on the day and year first above written.

LESSOR:

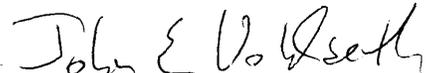
SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
not in its individual capacity, but  
solely as Owner Trustee

By: 

Name: MARK A. FORGETTA  
Title: VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN  
RAILWAY 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. 1  
is hereby acknowledged this  
3rd day of April, 1995.

HARRIS TRUST AND SAVINGS BANK,  
as Indenture Trustee

By: 

Name: J. BARTOLINI  
Title: VICE PRESIDENT

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

On this 30th day of March, 1995, 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.

  
Notary Public

My commission expires

**MICHELLE K. BLEZARD**  
NOTARY PUBLIC  
My Commission Expires August 31, 1999

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

On this 3rd day of April, 1995, 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 Railway 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 "  
PENNY MENCHEY  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 4/12/95

Mr. Sidney Strickland, Jr.  
April 3, 1995  
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Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee.

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

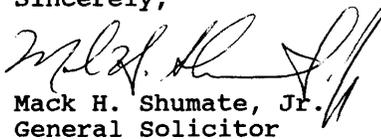
Chicago and North Western Railway Company  
165 North Canal Street  
Chicago, IL 60606

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

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

Enclosed is a check to cover the recording fees. Please assign a sub-file recordation number to Lease Supplement No. 1 and to Indenture Supplement No. 1, retain one counterpart for your files, and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



Mack H. Shumate, Jr.  
General Solicitor

MHS/dm

Enclosures

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