0100054030

Chicago and NorthWestern
Transportation Company

One NorthWestern Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

18443-B &C
NOV 29 1993 -4 05 PM
INTERSTATE COMMERCE COMMISSION

November 24, 1993

File: A-13777
EOC: 0-097

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

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

11 29 4 105

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 the Lease Supplement (CNW 1993-B) No. 1 dated as of November 30, 1993, between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering 300 Covered Jumbo Hoppers as described on Schedule 1.

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts of Indenture Supplement (CNW 1993-B) No. 1, dated as of November 30, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 300 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 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

K. A. Dombrowski
Assistant Secretary

Enclosures

(CSP-41) A:\ICC\013

Interstate Commerce Commission
Washington, D.C. 20423

12/1/93

OFFICE OF THE SECRETARY

K.A. Dombrowski

Assistant Secretary

Chicago & North Western Transp. 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 11/29/93 at 4:05pm, and assigned recordation number(s). 18443-B & 18443-C

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18443-B
NOV 29 1993 -4 05 PM
INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT (CNW 1993-B) NO. 1

Dated as of November 30, 1993

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 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. 1

LEASE SUPPLEMENT (CNW 1993-B) No. 1 dated November 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 Schedule 1 hereto 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 Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 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. The aggregate Equipment Cost of the Units leased hereunder is $ 1,766,721.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 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:
Title: MARK A. FORGETTA
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 Lease Supplement No. 1 is hereby acknowledged this 30th day of November, 1993.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

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

IN CAR NUMBER ORDER:

SCHEDULE 1

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 490000	NOVEMBER 15, 1993	$53,537
CNW 490001	NOVEMBER 1, 1993	$53,537
CNW 490002	NOVEMBER 19, 1993	$53,537
CNW 490003	OCTOBER 29, 1993	$53,537
CNW 490004	OCTOBER 29, 1993	$53,537
CNW 490005	NOVEMBER 1, 1993	$53,537
CNW 490007	NOVEMBER 1, 1993	$53,537
CNW 490008	OCTOBER 29, 1993	$53,537
CNW 490009	NOVEMBER 15, 1993	$53,537
CNW 490011	NOVEMBER 22, 1993	$53,537
CNW 490012	NOVEMBER 19, 1993	$53,537
CNW 490019	NOVEMBER 23, 1993	$53,537
CNW 490020	NOVEMBER 19, 1993	$53,537
CNW 490021	NOVEMBER 19, 1993	$53,537
CNW 490022	NOVEMBER 22, 1993	$53,537
CNW 490025	NOVEMBER 23, 1993	$53,537
CNW 490026	NOVEMBER 19, 1993	$53,537
CNW 490028	NOVEMBER 23, 1993	$53,537
CNW 490031	NOVEMBER 15, 1993	$53,537
CNW 490032	OCTOBER 29, 1993	$53,537
CNW 490033	NOVEMBER 15, 1993	$53,537
CNW 490034	NOVEMBER 3, 1993	$53,537
CNW 490041	NOVEMBER 19, 1993	$53,537
CNW 490043	NOVEMBER 19, 1993	$53,537
CNW 490049	NOVEMBER 19, 1993	$53,537
CNW 490050	NOVEMBER 15, 1993	$53,537
CNW 490051	NOVEMBER 15, 1993	$53,537
CNW 490055	NOVEMBER 15, 1993	$53,537
CNW 490056	NOVEMBER 15, 1993	$53,537
CNW 490066	NOVEMBER 3, 1993	$53,537
CNW 490072	NOVEMBER 22, 1993	$53,537
CNW 490073	NOVEMBER 22, 1993	$53,537
CNW 490076	NOVEMBER 22, 1993	$53,537

TOTAL UNITS OF EQUIPMENT 33

TOTAL EQUIPMENT COST $1,766,721

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

On this 23th day of November, 1993, 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.

Dawn P Heintz

Notary Public

DAWN P. HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

My commission expires

CNW 1993-A
4905W/103

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Karen E. Capichana, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey J. Powell personally known to me to be the Vice President of HARRIS TRUST AND SAVINGS BANK, not personally but as Indenture Trustee and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said bank, and delivered the said instrument as Vice President of said bank, as the free and voluntary act and deed of said bank, and as his own free and voluntary act and deed, for the uses and purposes set forth in such instrument.

GIVEN under my hand and notarial seal this 30th day of November, 1993.

Karen E. Capichana
Notary Public
in and for Cook County, Illinois

(SEAL) OFFICIAL SEAL
KAREN E CAPICHANA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 30,1997

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 30th day of November, 1993, before me personally appeared John E. Voldseth, to me personally known who, by me being duly sworn, says that he is the 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.

" OFFICIAL SEAL "
PENNY MENCHEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/12/95

Penny Menchey
Notary Public

My commission expires 4/12/95