RECORDATION NO. 18444-E FILED 1425

MAY 1 9 1994 -10 35 AM

INTERSTATE COMMERCE COMMISSION

Chicago and North Western
~~Transportation~~ Company
Railway

One North Western Center
Chicago, Illinois 60606

Office of the Secretary
312 559 6156

RECEIVED
OFFICE OF THE SECRETARY
MAY 19 10 31 AM '94
RECORDING BRANCH

May 18, 1994

0100232008

File: A-13778-B
EOC: O-098

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 18444-F FILED 1425
MAY 1 9 1994 -10 35 AM
INTERSTATE COMMERCE COMMISSION

Re: Lease of Railroad Equipment (CNW 1993-C) 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. 18444

and

Trustee Indenture and Security Agreement (CNW 1993-C) 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. 18444-A

Dear Mr. Stickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts dated as of May 20, 1994 of Lease Supplement (CNW 1993-C) No. 2 between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Railway Company (formerly, Chicago and North Western Transportation Company), as Lessee, covering 150 Cement Covered Hoppers.

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts dated as of May 20, 1994 of Indenture Supplement (CNW 1993-C) No. 2, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 150 Cement Covered Hoppers.

L \GROUPS\SECURE\GENERAL\EQUIPT\0078(1)

counterparts

The name 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 fee. Please assign a sub-file recordation number to Lease Supplement No. 2 and to Indenture Supplement No. 2, 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. 18444-F FILED 1425

MAY 19 1994 -10 35 AM

INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT (CNW 1993-C) NO. 2

This **INDENTURE SUPPLEMENT (CNW 1993-C) No. 2**, dated as of May 20, 1994 (this "Indenture Supplement"), between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (CNW 1993-C), dated as of October 14, 1993 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and General Foods Credit Corporation, a Delaware corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (CNW 1993-C), dated as of October 14, 1993 (the "Indenture"), between the Owner Trustee and the Indenture Trustee;

W I T N E S S E T H :

WHEREAS, the Indenture provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of the Indenture is attached to and made a part of this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on each Equipment Note issued on the date hereof and outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes in such Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of such Equipment Notes by the holders thereof, and of the sum of $1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto and (ii) has sold,

assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes issued on the date hereof and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Indenture Supplement is being delivered in the State of New York.

This Indenture Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Indenture Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been purchased by the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by their respective duly authorized officers, as of the day and year first above written.

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

By: _____
Title: MARK A. FORGETTA
VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Title: VICE PRESIDENT

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

On this 16th day of May, 1994, before me personally appeared Mark 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 17th day of May, 1994, before me personally appeared J. L. Bartolini, to me personally known, who, by me being duly sworn, says that she is a Vice President of Harris Trust and Savings Bank, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

T. Muzquiz

Notary Public T. MUZQUIZ

My commission expires

"OFFICIAL SEAL"
T. Muzquiz
Notary Public, State of Illinois
My Commission Expires 7/12/97

LEASE SUPPLEMENT (CNW 1993-C) NO. 2

Dated as of May 20, 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 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-C), 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 _____ __, 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.]

LEASE SUPPLEMENT (CNW 1993-C) NO. 2

LEASE SUPPLEMENT (CNW 1993-C) No. 2 dated as of May 20, 1994 (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 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 1993-C) 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 $6,226,500.00 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 RAILWAY COMPANY

By: _____
Name: J. E. VOLDSETH
Title: VICE-PRESIDENT FINANCE

Receipt of the original counterpart of the foregoing Lease Supplement No. 2 is hereby acknowledged this 17th day of May, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

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

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

On this 16th day of May, 1994, before me personally appeared Mark 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

My commission expires

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

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

On this 18th day of May, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is 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: October 26, 1996

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

K:\LONNI\NOTARY

SCHEDULE 1 -- MAY 16, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 437131	APRIL 18, 1994	$41,510
CNW 437148	APRIL 11, 1994	$41,510
CNW 437152	APRIL 8, 1994	$41,510
CNW 437153	APRIL 11, 1994	$41,510
CNW 437154	APRIL 18, 1994	$41,510
CNW 437155	APRIL 11, 1994	$41,510
CNW 437156	APRIL 11, 1994	$41,510
CNW 437157	APRIL 12, 1994	$41,510
CNW 437158	APRIL 11, 1994	$41,510
CNW 437159	APRIL 12, 1994	$41,510
CNW 437160	APRIL 11, 1994	$41,510
CNW 437161	APRIL 12, 1994	$41,510
CNW 437162	APRIL 11, 1994	$41,510
CNW 437163	APRIL 12, 1994	$41,510
CNW 437164	APRIL 11, 1994	$41,510
CNW 437165	APRIL 12, 1994	$41,510
CNW 437166	APRIL 12, 1994	$41,510
CNW 437167	APRIL 12, 1994	$41,510
CNW 437168	APRIL 14, 1994	$41,510
CNW 437169	APRIL 15, 1994	$41,510
CNW 437170	APRIL 13, 1994	$41,510
CNW 437171	APRIL 13, 1994	$41,510
CNW 437172	APRIL 13, 1994	$41,510
CNW 437173	APRIL 13, 1994	$41,510
CNW 437174	APRIL 12, 1994	$41,510
CNW 437175	APRIL 13, 1994	$41,510
CNW 437176	APRIL 13, 1994	$41,510
CNW 437177	APRIL 13, 1994	$41,510
CNW 437178	APRIL 14, 1994	$41,510
CNW 437179	APRIL 13, 1994	$41,510
CNW 437180	APRIL 14, 1994	$41,510
CNW 437181	APRIL 14, 1994	$41,510
CNW 437182	APRIL 14, 1994	$41,510
CNW 437183	APRIL 15, 1994	$41,510
CNW 437184	APRIL 14, 1994	$41,510
CNW 437185	APRIL 14, 1994	$41,510
CNW 437186	APRIL 14, 1994	$41,510
CNW 437187	APRIL 15, 1994	$41,510
CNW 437188	APRIL 15, 1994	$41,510
CNW 437189	APRIL 15, 1994	$41,510
CNW 437190	APRIL 15, 1994	$41,510
CNW 437191	APRIL 15, 1994	$41,510
CNW 437192	APRIL 19, 1994	$41,510
CNW 437193	APRIL 15, 1994	$41,510
CNW 437194	APRIL 19, 1994	$41,510
CNW 437195	APRIL 18, 1994	$41,510

SCHEDULE 1 MAY 16, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 437196	APRIL 18, 1994	$41,510
CNW 437197	APRIL 18, 1994	$41,510
CNW 437198	APRIL 18, 1994	$41,510
CNW 437199	APRIL 18, 1994	$41,510
CNW 437200	APRIL 19, 1994	$41,510
CNW 437201	APRIL 18, 1994	$41,510
CNW 437202	APRIL 19, 1994	$41,510
CNW 437203	APRIL 19, 1994	$41,510
CNW 437204	APRIL 20, 1994	$41,510
CNW 437205	APRIL 19, 1994	$41,510
CNW 437206	APRIL 19, 1994	$41,510
CNW 437207	APRIL 20, 1994	$41,510
CNW 437208	APRIL 19, 1994	$41,510
CNW 437209	APRIL 20, 1994	$41,510
CNW 437210	APRIL 20, 1994	$41,510
CNW 437211	APRIL 20, 1994	$41,510
CNW 437212	APRIL 20, 1994	$41,510
CNW 437213	APRIL 21, 1994	$41,510
CNW 437214	APRIL 20, 1994	$41,510
CNW 437215	APRIL 20, 1994	$41,510
CNW 437216	APRIL 21, 1994	$41,510
CNW 437217	APRIL 21, 1994	$41,510
CNW 437218	APRIL 21, 1994	$41,510
CNW 437219	APRIL 26, 1994	$41,510
CNW 437220	APRIL 21, 1994	$41,510
CNW 437221	APRIL 21, 1994	$41,510
CNW 437222	APRIL 21, 1994	$41,510
CNW 437223	APRIL 21, 1994	$41,510
CNW 437224	APRIL 22, 1994	$41,510
CNW 437225	APRIL 22, 1994	$41,510
CNW 437226	APRIL 22, 1994	$41,510
CNW 437227	APRIL 22, 1994	$41,510
CNW 437228	APRIL 22, 1994	$41,510
CNW 437229	APRIL 25, 1994	$41,510
CNW 437230	APRIL 22, 1994	$41,510
CNW 437231	APRIL 22, 1994	$41,510
CNW 437232	APRIL 22, 1994	$41,510
CNW 437233	APRIL 25, 1994	$41,510
CNW 437234	APRIL 25, 1994	$41,510
CNW 437235	APRIL 25, 1994	$41,510
CNW 437236	APRIL 27, 1994	$41,510
CNW 437237	APRIL 25, 1994	$41,510
CNW 437238	APRIL 25, 1994	$41,510
CNW 437239	APRIL 27, 1994	$41,510
CNW 437240	APRIL 25, 1994	$41,510
CNW 437241	APRIL 27, 1994	$41,510

SCHEDULE 1 MAY 16, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 437242	APRIL 26, 1994	$41,510
CNW 437243	APRIL 26, 1994	$41,510
CNW 437244	APRIL 25, 1994	$41,510
CNW 437245	APRIL 26, 1994	$41,510
CNW 437246	APRIL 26, 1994	$41,510
CNW 437247	APRIL 26, 1994	$41,510
CNW 437248	APRIL 26, 1994	$41,510
CNW 437249	APRIL 27, 1994	$41,510
CNW 437250	APRIL 26, 1994	$41,510
CNW 437251	APRIL 27, 1994	$41,510
CNW 437252	APRIL 27, 1994	$41,510
CNW 437253	APRIL 28, 1994	$41,510
CNW 437254	APRIL 27, 1994	$41,510
CNW 437255	APRIL 27, 1994	$41,510
CNW 437256	APRIL 28, 1994	$41,510
CNW 437257	APRIL 28, 1994	$41,510
CNW 437258	APRIL 28, 1994	$41,510
CNW 437259	APRIL 28, 1994	$41,510
CNW 437260	APRIL 28, 1994	$41,510
CNW 437261	APRIL 29, 1994	$41,510
CNW 437262	APRIL 28, 1994	$41,510
CNW 437263	APRIL 28, 1994	$41,510
CNW 437264	APRIL 29, 1994	$41,510
CNW 437265	APRIL 29, 1994	$41,510
CNW 437266	APRIL 29, 1994	$41,510
CNW 437267	APRIL 29, 1994	$41,510
CNW 437268	APRIL 29, 1994	$41,510
CNW 437269	APRIL 29, 1994	$41,510
CNW 437270	APRIL 29, 1994	$41,510
CNW 437271	MAY 2, 1994	$41,510
CNW 437272	MAY 2, 1994	$41,510
CNW 437273	MAY 2, 1994	$41,510
CNW 437274	MAY 2, 1994	$41,510
CNW 437275	MAY 2, 1994	$41,510
CNW 437276	MAY 2, 1994	$41,510
CNW 437277	MAY 2, 1994	$41,510
CNW 437278	MAY 2, 1994	$41,510
CNW 437279	MAY 4, 1994	$41,510
CNW 437280	MAY 3, 1994	$41,510
CNW 437281	MAY 4, 1994	$41,510
CNW 437282	MAY 6, 1994	$41,510
CNW 437283	MAY 3, 1994	$41,510
CNW 437284	MAY 3, 1994	$41,510
CNW 437285	MAY 3, 1994	$41,510
CNW 437286	MAY 3, 1994	$41,510
CNW 437287	MAY 3, 1994	$41,510

SCHEDULE 1 -- MAY 16, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 437288	MAY 3, 1994	$41,510
CNW 437289	MAY 3, 1994	$41,510
CNW 437290	MAY 4, 1994	$41,510
CNW 437291	MAY 4, 1994	$41,510
CNW 437292	MAY 4, 1994	$41,510
CNW 437293	MAY 4, 1994	$41,510
CNW 437294	MAY 4, 1994	$41,510
CNW 437295	MAY 4, 1994	$41,510
CNW 437296	MAY 6, 1994	$41,510
CNW 437297	MAY 6, 1994	$41,510
CNW 437298	MAY 6, 1994	$41,510
CNW 437299	MAY 6, 1994	$41,510

TOTAL UNITS OF EQUIPMENT 150

TOTAL EQUIPMENT COST $6,226,500