Chicago and NorthWestern
Transportation Company

One NorthWestern Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

01001703 3
RECORDATION NO. 18445-A FILED 1425
FEB 15 1994 -12 35 PM
INTERSTATE COMMERCE COMMISSION

February 14, 1994

A-13779-D
EOC (0-099)

RECORDATION NO. 18445-A FILED 1425
FEB 15 1994 -12 35 PM
INTERSTATE COMMERCE COMMISSION

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

**RE: Lease of Railroad Equipment (CNW 1993-A) 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. 18445**

**and**

**Trust Indenture and Security Agreement (CNW 1993-A) 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. 18445-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 the Lease Supplement (CNW 1993-A) No. 4 dated as of February 15, 1994, between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering 15 GE Model Dash 9-44CW Diesel Electric Locomotives 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-A) No. 4, dated as of February 15, 1994, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 15 GE Model Dash 9-44CW Diesel Electric Locomotives as described on Schedule 1.

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

(Counterparts - Dy C-Alcado)

L:\GROUPS\SECURE\GENERAL\EQUIPT\0035

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

# Interstate Commerce Commission

Washington, D.C. 20423

2/15/94

OFFICE OF THE SECRETARY

K.A. Dombrowski

Assistant Secretary

Chicago & North Western Transp Co.

One North Western Center , Chicago, IL. 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 2/15/94 at 12:35pm , and assigned recordation number(s). 18445-I & 18445-J

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18445-J FILED 1425
FEB 15 1994 -12 35 PM
INTERSTATE COMMERCE COMMISSION

# INDENTURE SUPPLEMENT (CNW 1993-A) NO. 4

This **INDENTURE SUPPLEMENT (CNW 1993-A) No. 4**, dated as of February 15, 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-A), 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-A), 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

Counterparts - Jay C Floods

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: VICE PRESIDENT

**HARRIS TRUST AND SAVINGS BANK,**
as Indenture Trustee

By: _____
Title: VICE PRESIDENT

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

On this 11th day of February, 1994, before me personally appeared Steven Cimalore, 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.

Cynthia L. Essay

Notary Public

My commission expires

**CYNTHIA L. ESSAY**
*NOTARY PUBLIC*
MY COMMISSION EXPIRES FEBRUARY 28, 1998

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

On this 14th day of February, 1994, before me personally appeared J. J. Powell, to me personally known, who, by me being duly sworn, says that he is a Vice President of Harris Trust and Savings Bank, 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

"OFFICIAL SEAL"
Marianne Cody
Notary Public, State of Illinois
My Commission Expires 5/29/97

LEASE SUPPLEMENT (CNW 1993-A) NO. 4

Dated as of February 15, 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 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-A), 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.

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[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-A) NO. 4**

**LEASE SUPPLEMENT (CNW 1993-A) No. 4** dated as of February 15, 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 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-A) 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;

**WHEREAS**, because such Units were not delivered to Lessor on January 28, 1994 as anticipated, the Equipment Costs for the January 28, 1994 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 has 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-A) dated February 15, 1994 (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. 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 $[22,203,075.00] and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 1, 2 and 3 to the Adjustment Event Certificate. The EBO Amount applicable in respect of the Units is set forth on Schedule 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.

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 $22,203,075.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 1, 2 and 3 to the Adjustment Event Certificate. The EBO Amount applicable in respect of the Units is set forth on Schedule 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: STEVEN CIMALORE
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 Lease Supplement No. 4 is hereby acknowledged this 14th day of February, 1994.

**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 14th day of February, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is a Vice Pres.-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

# SCHEDULE "1"

## UNITS OF EQUIPMENT

| CNW NUMBER | UNIT EQUIPMENT COST |
|---|---|
| 8651 | $1,480,205 |
| 8652 | $1,480,205 |
| 8653 | $1,480,205 |
| 8654 | $1,480,205 |
| 8655 | $1,480,205 |
| 8656 | $1,480,205 |
| 8657 | $1,480,205 |
| 8658 | $1,480,205 |
| 8659 | $1,480,205 |
| 8660 | $1,480,205 |
| 8661 | $1,480,205 |
| 8662 | $1,480,205 |
| 8663 | $1,480,205 |
| 8664 | $1,480,205 |
| 8665 | $1,480,205 |

Total units of equipment: 15

Total equipment cost: $22,203,075

CORPORATE SECRETARY FILE NO. A-13779
EQUIPMENT OBLIGATION CODE O-099

# (CNW 1993-A) 65 LOCOMOTIVES
# CNWA 8600-8665

| DOCUMENT/DATE | ICC RECORDATION NO. | CORRECTED ICC RECORDATION NO. | DATE FILED |
|---|---|---|---|
| 1. Lease of Railroad Equipment 10/14/93 | 18445 | | 10/21/93 |
| Trust Indenture and Security Agreement 10/14/93 | 18445-A | | 10/21/93 |
| 2. Lease Supplement No. 1 12/15/93 | 18445-B | | 12/14/93 |
| Indenture Supplement No. 1 12/15/93 | 18445-C | | 12/14/93 |
| 3. Lease Supplement No. 2 12/30/93 | 18445-B | 18445-F | 12/28/93 |
| Indenture Supplement No. 2 12/30/93 | 18445-C | 18445-G | 12/28/93 |
| 4. Lease Supplement No. 2 - Refile 12/30/93 | 18445-D | 18445-H | 12/30/93 |
| 5. Lease Supplement No. 3 01/28/94 | 18445-D | 18445-D | 01/26/94 |
| Indenture Supplement No. 3 01/28/94 | 18445-E | 18445-E | 01/26/94 |
| 6. Lease Supplement No. 4 02/15/94 | 18445-I *To be assigned | | |
| Indenture Supplement No. 4 02/15/94 | 18445-J* To be assigned | | |