Chicago and NorthWestern
Transportation Company

One NorthWestern Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

March 16, 1994

RECORDATION NO. 18445-K FILED 1425
MAR 17 1994 -12 50 PM
INTERSTATE COMMERCE COMMISSION

A-13779-E
O-099

RECORDATION NO. 18445-K FILED 1425
MAR 17 1994 -12 50 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 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. 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 Amendment No. 1 (1993-A) dated March 1, 1994 to Lease Supplement (CNW 1993-A) No. 4, between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering GE Model Dash 9-44CW Diesel Electric Locomotives.

L \GROUPS\SECURE\GENERAL\EQUIPT\0037(1)

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts of Amendment No. 1 (CNW 1993-A) dated March 1, 1994 to Indenture Supplement (CNW 1993-A) No. 4, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering GE Model Dash 9-44CW Diesel Electric Locomotives.

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

L \GROUPS\SECURE\GENERAL\EQUIPT\0037(2)

Interstate Commerce Commission

Washington, D.C. 20423

3/17/94

OFFICE OF THE SECRETARY

K.A. Dombrowski

Assistant Secretary

Chicago & North Western Transp

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 3/17/94 at 12:50pm, and assigned recordation number(s). 18443-O,18443-P,18443-Q & 18443-R 18445-K & 18445-L

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18445-A FILED 1425
MAR 17 1994 - 12 50 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 (CNW 1993-A)

Dated as of March 1, 1994

to

INDENTURE SUPPLEMENT (CNW 1993-A) NO. 4

Dated as of February 15, 1994

Amendment No. 1 (CNW 1993-A) dated as of March 1, 1994 (this "Amendment No. 1") to INDENTURE SUPPLEMENT (CNW 1993-A) NO. 4 dated as of February 15, 1994 ("Indenture Supplement No. 4"), 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 parties hereto executed and delivered Indenture Supplement No. 4, which described 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 and assigned to the Indenture Trustee as security for the Equipment Notes issued in connection therewith, by having attached thereto a copy of Lease Supplement (CNW 1993-A) No. 4 dated as of February 15, 1994 ("Lease Supplement No. 4") between the Owner Trustee and Chicago and North Western Transportation Company, as Lessee (the "Lessee"), covering such Equipment;

WHEREAS, the Indenture relates to the Equipment described in the copy of Lease Supplement No. 4 attached to Indenture Supplement No. 4 and made a part thereof;

WHEREAS, the Owner Trustee and the Lessee amended Lease Supplement No. 4 by executing and delivering Amendment No. 1 (CNW 1993-A) to Lease Supplement No. 4 dated as of March 1, 1994 ("Amendment No. 1 to Lease Supplement No. 4") between the Owner Trustee and the Lessee for the purpose of acknowledging the revised EBO Amount as set forth on Schedule 4 to the Amended and Restated

Adjustment Event Certificate (CNW 1993-A) dated as of March 1, 1994 (the "Amended and Restated Adjustment Event Certificate") referred to therein and cross-referencing Schedules 1, 2 and 3 to such Amended and Restated Adjustment Event Certificate; and

WHEREAS, the parties hereto wish to amend Indenture Supplement No. 4 to attach a copy of Amendment No. 1 to Lease Supplement No. 4 and to incorporate by reference Amendment No. 1 to Lease Supplement No. 4.

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

1. Amendment No. 1 to Lease Supplement No. 4 is hereby incorporated by reference so that all references to "Lease Supplement" in such Indenture Supplement No. 4 shall be deemed to be references to "Amendment No. 1 to Lease Supplement No. 4".

2. This Amendment No. 1 shall be construed as supplemental to the Indenture and Indenture Supplement No. 4 and shall form a part of each, and the Indenture and Indenture Supplement No. 4 are hereby incorporated by reference herein and are hereby ratified, approved and confirmed.

3. This Amendment No. 1 is being delivered in the State of New York.

4. This Amendment No. 1 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 Amendment No. 1.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement No. 4 attached to Indenture Supplement No. 4 and made a part thereof was purchased by the Owner Trustee and was 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 Amendment No. 1 to Indenture Supplement No. 4 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 1 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.

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 8 th day of March, 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 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
KIMBERLY LANGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-14-97

Notary Public

My commission expires