

KEATING, MUETHING & KLEKAMP
ATTORNEYS AT LAW

1800 PROVIDENT TOWER

ONE EAST FOURTH STREET

CINCINNATI, OHIO 45202

TELEPHONE (513) 579-6400

TDD (513) 579-6461

FACSIMILE (513) 579-6956

THOMAS A. CANERIS
DONALD A. LANE
ROBERT G. SANKER
GREGORY J. TASSONE
GAIL GLASSMEYER PRYSE
LISA WINTERSHEIMER MICHEL*
W. KEITH NOEL*
PAMELA MORGAN HODGE*
LAURA L. WARREN
KENNETH P. KREIDER
LAURA S. PETRIE
DANIEL E. IZENSON
GAIL T. KING
MARY R. TRUE
DANIEL J. DONNELLON
MARY ELLEN MALAS
MATTHEW J. RUMPKE
MICHAEL L. SCHEIER

JODY KLEKAMP STACHLER
PAUL D. DORGER
MARK A. WEISS
BRIAN M. BABB
JOSEPH M. CALLOW, JR.
DOUGLAS L. HENSLEY
DARRYL MITCHELL
ALAN S. FERSHTMAN
THOMAS E. FROOMAN
M. PATRICIA KIRKWOOD

WILLIAM J. KEATING
COUNSEL

*ALSO ADMITTED IN KENTUCKY

JOHN L. MUETHING
DONALD P. KLEKAMP
TIMOTHY A. GARRY
GARY P. KREIDER
DON R. GARDNER
MICHAEL J. BURKE
LOUIS F. GILLIGAN
HERBERT B. WEISS
JOSEPH P. ROUSE
RICHARD D. SIEGEL
JOSEPH L. TRAUTH, JR.
JAMES R. WHITAKER
J. DAVID ROSENBERG*
ROBERT W. MAXWELL II
J. NEAL GARDNER
RICHARD L. CREIGHTON, JR.
PAUL V. MUETHING
JEROME C. RANDOLPH
JAMES E. BURKE

KEVIN E. IRWIN
TIMOTHY B. MATTHEWS*
WILLIAM J. KEATING, JR.
WILLIAM A. POSEY
JOSEPH P. MELLEN
MARK J. WEBER
GREGORY M. UTTER
ROBERT E. COLETTI
SHERYL M. LINNE
JAMES M. JANSING
PATRICK F. FISCHER
DAVID K. MONTGOMERY
STEVEN R. SMITH
JAMES R. MATTHEWS
MICHAEL F. BIGLER
VIVIAN M. RABY
EDWARD E. STEINER
STEPHEN M. GOODSON

0100459014

December 12, 1994

RECORDATION NO. 9684-A

DEC 16 1994 - 8 55 AM

INTERSTATE COMMERCE COMMISSION

LICENSING DIVISION
DEC 16 6 50 AM '94

Direct Dial: (513) 579-6469

Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a Lease Extension and Amendment, a secondary document, dated November 1, 1994. The primary document to which this is connected is recorded under Recordation No. 9684.

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

Lessor: Great American Life Insurance Company
250 East Fifth Street
Chiquita Building
Cincinnati, Ohio 45202

Lessee: The Chicago and North Western Transportation
Company, now known as The Chicago and North
Western Railway Company
One North Western Center
Chicago, Illinois 60606

A description of the equipment covered by the document follows: 24 Paccar, International Car Co. Auto Parts Box Cars described as Units of Equipment CNW 91625 to CNW 91644 and CNW 91646 to CNW 91649.

A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to myself at the above address.

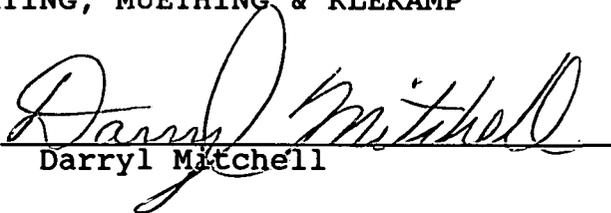
Secretary, Interstate Commerce Commission
Page 2
December 12, 1994

A short summary of the document to appear in the index follows: Lease Extension and Amendment between Lessor, Great American Life Insurance Company, 250 East Fifth Street, Chiquita Building, Cincinnati, Ohio 45202 and Lessee, The Chicago and North Western Transportation Company now known as The Chicago and North Western Railway Company, One North Western Center, Chicago, Illinois 60606. The Lease Extension and Amendment covers 24 Paccar, International Car Co. Auto Parts Box Cars described as Units of Equipment CNW 91625 to CNW 91644 and CNW 91646 to CNW 91649.

Very truly yours,

KEATING, MUETHING & KLEKAMP

By:


Darryl Mitchell

mjg
Enclosures

219836.1



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

Office Of The Secretary

DECEMBER 16, 1994

DARRYL MITCHELL
KEATING, MUETHING & KLEKAMP
1800 PROVIDENT TOWER
ONE EAST FOURTH STREET
CINCINNATI OH 45202

Dear MR. MITCHELL:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/16/94 at 8:55AM, and assigned recordation number(s). 9684-A.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 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

Taledia Stokes

DEC 1 6 1994 - 8 55 AM

INTERSTATE COMMERCE COMMISSION

LEASE EXTENSION AND AMENDMENT

THIS LEASE EXTENSION AND AMENDMENT AGREEMENT ("Agreement") dated as of November 1, 1994, by and between GREAT AMERICAN LIFE INSURANCE COMPANY, an Ohio corporation (hereinafter the "Lessor") and THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, now know as THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Delaware corporation (hereinafter the "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a Lease of Railroad Equipment dated as of September 1, 1978 ("Lease") providing for the lease of Twenty-Five (25) auto parts box cars more fully described in the Lease;

WHEREAS, one of the Units of Equipment (CNW 91645) has been destroyed, and currently Twenty-Four (24) Units of Equipment (CNW 91625 to CNW 91644 and CNW 91646 to CNW 91649) are subject to the Lease;

WHEREAS, Lessor and Lessee now desire to extend the term of the Lease for an additional eight (8) years, and modify certain terms and provisions thereof;

NOW, THEREFORE, in consideration of the mutual premises and agreements contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Unless the context otherwise requires, terms when capitalized in this Agreement shall have the meanings given such terms in the Lease for all purposes hereof except as such definitions may be specifically modified in this Agreement.

2. Extension of Lease. Section 5 of the Lease is hereby amended to extend the term of the Lease eight (8) years by deleting the termination date of "November 14, 1994" and substituting the termination date of "November 14, 2002". In addition, the second paragraph of Section 5 thereof shall be deleted in its entirety.

3. Rentals. Section 4 of the Lease is amended by substituting the following paragraph for the first two paragraphs of Section 4 which shall be deleted:

"The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease, Sixteen (16) consecutive semiannual payments in arrears payable on the 15th day of each May and November during the term commencing May 15, 1995, in an amount equal to One Thousand Six Hundred Sixty

and 00/100 Dollars (\$1,660.00) for each Unit subject to the Lease on each such payment date."

4. Default. Section 12 of the Lease, subparagraph (c) is amended by substituting "Section 20" for "Section 19" contained therein.

5. Renewal Options. Section 16 of the Lease providing for certain options to renew the Lease is hereby deleted in its entirety.

6. Stipulated Loss Value. Annex C to the Lease is hereby deleted and a revised Annex C attached hereto is substituted in its entirety.

7. Representations and Warranties. Lessee hereby represents and warrants to Lessor as follows:

(a) Each of the representations and warranties made by Lessee to Lessor in the Lease was true and correct when made and is true and correct on and as of the date of this Agreement with the same force and effect as if each of such representations and warranties had been made by Lessee on the date hereof and in this Agreement (except to the extent (a) of changes resulting from transactions contemplated or permitted by the Lease and (b) that such representations and warranties related expressly to an earlier date).

(b) No Default or Event of Default exists on the date of this Agreement.

(c) This Agreement has been duly executed and delivered by Lessee and is in full force and effect as of the date hereof, and the agreements and obligations of Lessee contained herein and in the Lease, as amended, constitute legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

(d) The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of Lessee.

8. Lease. Except as otherwise modified by the terms of this Agreement, all of the terms and provisions of the Lease shall remain in full force and effect and are reaffirmed by Lessor and Lessee.

9. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

10. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which so executed

shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ____ day of November, 1994.

LESSOR:

WITNESSES:

Mary Frazer

GREAT AMERICAN LIFE
INSURANCE COMPANY

By: [Signature]

Title: SENIOR VICE PRESIDENT

LESSEE:

Robt Brown - Co.

THE CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

By: [Signature]

Title: TREASURER

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Mark F. Muehling, Senior Vice President of Great American Life Insurance Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 29th day of November, 1994.

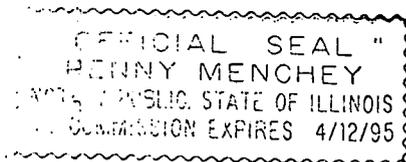
FAYE ANN GARCIA
Notary Public, State of Ohio
My Commission Expires Apr. 30, 1995

Faye Ann Garcia
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared G.W. Carroll, Treasurer of The Chicago and North Western Railway Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 22nd day of November, 1994.



Penny Menchey
Notary Public

CHICAGO AND NORTHWESTERN - AUTO PARTS BOX CARS

STIPULATED LOSS VALUES

ANNEX C

	<u>Amount Per Unit</u>
On or before May 15, 1995	\$23,000
Thereafter, but on or before November 15, 1995	\$22,000
Thereafter, but on or before May 15, 1996	\$21,000
Thereafter, but on or before November 15, 1996	\$20,000
Thereafter, but on or before May 15, 1997	\$19,000
Thereafter, but on or before November 15, 1997	\$18,000
Thereafter, but on or before May 15, 1998	\$17,000
Thereafter, but on or before November 15, 1998	\$16,000
Thereafter, but on or before May 15, 1999	\$15,000
Thereafter, but on or before November 15, 1999	\$14,000
Thereafter, but on or before May 15, 2000	\$13,000
Thereafter, but on or before November 15, 2000	\$12,000
Thereafter, but on or before May 15, 2001	\$11,000
Thereafter, but on or before November 15, 2001	\$10,000
Thereafter, but on or before May 15, 2002	\$ 9,000
Thereafter, but on or before November 15, 2002	\$ 8,000
Thereafter	\$ 7,000

CERTIFICATION OF FILER

I, Darryl Mitchell, certify that I have compared the enclosed copy with the original and found the copy to be complete and identical in all respects to the original document and I declare under penalty of perjury that the foregoing is true and correct.

12-12-94
Date

Darryl Mitchell
Darryl Mitchell