

SOO LINE RAILROAD
EQUIPMENT TRUST OF 19 72

RECORDATION NO. 64761-A
NOV 4 1974

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

SUPPLEMENT TO LEASE OF RAILROAD EQUIPMENT, dated as of February 1, 1972 between First National Bank of Minneapolis, a national banking association duly incorporated and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and SOO LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Company"), party of the second part;

WHEREAS, by a certain Agreement and Lease, each dated as of February 1, 1972, there was constituted Soo Line Railroad Equipment Trust of 19 72; and whereas pursuant to the provisions of said Agreement, certain Railroad equipment was transferred by J. W. Scanlan and D. R. Cadwallader, Vendors, to the Trustee, and by said Lease, said railroad equipment was leased by the Trustee to the Company; and

WHEREAS, the said Lease in Article Seventh thereof makes provision for the replacement by the Company at its own cost of Trust Equipment, which may be lost or destroyed with new equipment of a specified kind, title to which shall be transferred to the Trustee and made a part of the Trust Equipment; and

WHEREAS, an additional replacement has been made by the Company and title thereto is now vested in the Trustee, and the Company and Trustee now desire to execute a Supplemental Lease as in said Article Seventh provided.

NOW THIS AGREEMENT WITNESSETH ;

The above described Lease of Railroad Equipment dated as of February 1, 1972, , with the Agreement, dated as of February 1, 1972, thereto annexed, constituting Soo Line Railroad Equipment Trust of 1972 is hereby supplemented as indicated in the next succeeding sentence, but in all other respects said Lease Agreement shall continue in full force and effect.

The Trustee, acting pursuant to Article Seventh of said Lease, for the in consideration of the sum of One Dollar to it paid by the Company at or before the execution and delivery hereof, the receipt of which is hereby acknowledged, and of the rents and covenants in said Lease mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease to the Company all of the following standard gauge railroad equipment in addition to the Trust Equipment now covered by Soo Line Railroad

Equipment Trust of 19 72, to wit:

- 3 52'6" 100-ton high side gondola cars with roller bearings, bearing Soo Line road nos. 63321, 63322 and 63323.

This Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

This Supplemental Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the aforesaid Agreement and Lease, and the Company, have caused these presents to be duly executed, as of the day and year first above written.

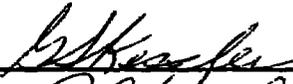
ATTEST:


Assistant Secretary

By 
VICE PRESIDENT

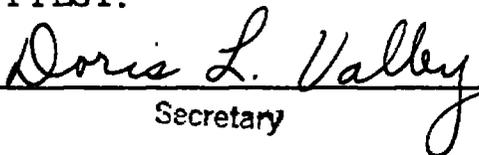
Signed, sealed and delivered by

in the presence of:

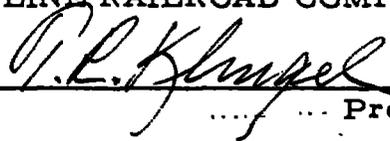


Attesting Witnesses

ATTEST:


Secretary

SOO LINE RAILROAD COMPANY

By 
President

Signed, sealed and delivered by
Soo Line Railroad Company in
the presence of:



Attesting Witnesses

