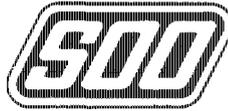


Soo Line Railroad Company



Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 332-1261

RECORDATION NO. 8597-A Filed & Recorded

SEP 11 1978 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

THOMAS M. BECKLEY
Vice President Staff

RECEIVED
SEP 11 11 23 AM '78
I.C.C.
FEE OPERATION BR.

Nancy L. Wilson
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Wilson:

There are transmitted to you herewith for recording under Section 20c of the Interstate Commerce Act three executed counterparts of Supplemental Lease of Railroad Equipment supplementing the following Equipment Trust:

Soo Line Railroad Second Equipment Trust of 1976.

Pursuant to Section 1116.1 et seq. of the Rules and Regulations adopted by the Commission, as amended, the following information is shown:

Vendors names are J. W. Scanlan and D. R. Cadwallader, whose address is care of First National Bank of Minneapolis, 120 South Sixth Street, Minneapolis, Minnesota 55440.

Trustee-Owner-Lessor is First National Bank of Minneapolis, 120 South Sixth Street, Minneapolis, Minnesota 55440.

Lessee is Soo Line Railroad Company, 800 Soo Line Building, Minneapolis, Minnesota 55440.

Guarantor of Equipment Trust Certificates is Soo Line Railroad Company, 800 Soo Line Building, Minneapolis, Minnesota 55440.

The last recordation number assigned by the Commission with respect to said Equipment Trust was Recordation No. 8597.

A general description of the equipment covered by the Supplemental Lease to said Equipment Trust is as follows:

*Countersigned
Richard Ford*

8-254A120
Date SEP 11 1978
Fee \$ 10
ICC Washington, D. C.

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Name of Builder</u>
2	100-ton 4,750 cubic feet capacity covered hopper cars. Soo Line road numbers 75132 and 75133.	Pullman Standard (Division of Pullman Inc.

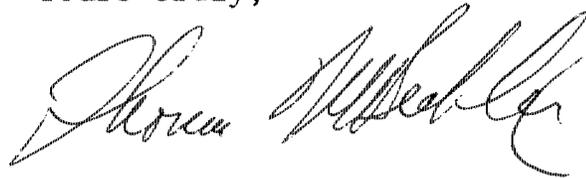
The identifying marks of the equipment listed above are the trade name "Soo Line" or "Soo", together with the numbers shown above.

There is also transmitted this Company's voucher in the amount of \$10.00, which is the recording fee required by Section 1116.3(d):

Supplemental Lease of Railroad Equipment. . . \$10.00

This letter of transmittal is signed by an executive officer of this Company having knowledge of the matters set forth therein, and the original documents bearing recording data should be returned to him.

Yours truly,



TMB/sjp
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/11/78

OFFICE OF THE SECRETARY

Thomas M. Berkley
Vice President Staff
Soo Line Building
Box 530
Minneapolis, Minnesota 55440

Dear **Sir.**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

9/11/78

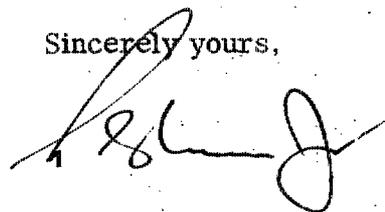
at

11:30am

and assigned recordation number(s)

5579-B, 7224-A, 8036-B, 8597-A

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 8597 A Filed & Recorded
SEP 11 1978 10 30 AM
MINNESOTA COMMERCE COMMISSION

SOO LINE RAILROAD

SECOND EQUIPMENT TRUST OF 1976

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

SUPPLEMENTAL TO LEASE OF RAILROAD EQUIPMENT, dated as of December 1, 1976, 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 December 1, 1976, there was constituted Soo Line Railroad Second Equipment Trust of 1976; 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 December 1, 1976, with the Agreement, dated as of December 1, 1976, thereto annexed, constituting Soo Line Railroad Second Equipment Trust of 1976 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 and 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 Second Equipment Trust of 1976, to wit:

Two (2) 100-ton 4,750 cubic feet capacity covered hopper cars. Soo Line road nos. 75132 and 75133.

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.

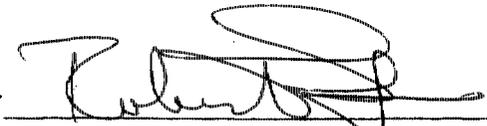
The Supplemental Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

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 16th day of September, 1978.

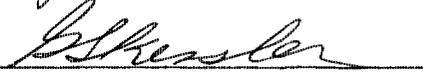
ATTEST:

FIRST NATIONAL BANK OF MINNEAPOLIS,
as Trustee,


Assistant Secretary

By 
Vice President

Signed, sealed and delivered
by First National Bank of
Minneapolis in the presence of:



Attesting Witnesses

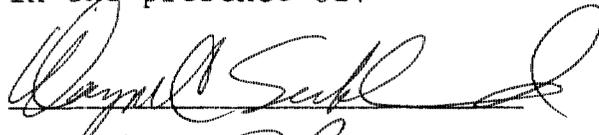
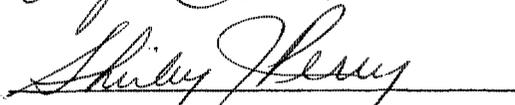
ATTEST:

SOO LINE RAILROAD COMPANY


Secretary

By 
T. M. Beckley
Vice President, Staff

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



Attesting Witnesses

