

Soo Line Railroad Company



Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 337-7639

RECORDATION NO. 7057¹⁸ Filed & Recorded

MAY 22 1987 3-1 5 PM

JEAN L. FINDORFF
Corporate Attorney

May 13, 1987

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Date 5/24/87
Fee \$ 10.00
ICC Washington, D.C.

Attention: Mildred Lee - Room 2303

Re: Recordation of Lease

Dear Ms. Lee:

I have enclosed original and five counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Amendment to a Lease of Railroad Equipment, a secondary document, dated January 1, 1986. The primary document to which this is connected is recorded under Recordation No. 7057 recorded on June 11, 1973 at 11:35 a.m.

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

Lessor: Midlantic National Bank
Four Becker Farm
Roseland, NJ 07068

Lessee: Soo Line Railroad Company
Soo Line Building
P.O. Box 530
Minneapolis, MN 55440

Assignee: Manufacturers Hanover Trust
of California
50 California Street
San Francisco, CA 94111

A description of the equipment covered by the document follows: three 2250 HP Model U23B Diesel Electric Locomotives (MILW 5000, 5003, 5004); six 2000 HP Model EMD GP-38-2 Locomotives (SOO 4501 through 4505, inclusive and MILW 350); 85 Refrigerator Cars, Mechanical (MILW 9901

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through 9913, 9915, 9916, 9918-9923, 9925-9927, 9929-9933, 9935-9939, 9941-9952, 9954-9956, 9958-9970, 9972, 9974-9980, 9982-9984, 9986, 9987, 9989-9994, 9996-9999, all inclusive) and 13 Caboose Bay Window Type (MILW 992215 through 992225, inclusive and MILW 99227-99228).

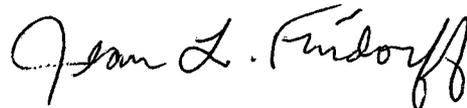
A fee of \$10 is enclosed. Please return the original and any extra copies not needed by the Commission, together with the notation acknowledging that it has been filed pursuant to 49 U.S. Code Section 11303 and pertinent recordation information to the undersigned at Soo Line Railroad Company, Law Department, Soo Line Building, P.O. Box 530, Minneapolis, MN 55440.

A short summary of the document to appear in the index follows:

Amendment to Lease of Railroad Equipment between Midlantic National Bank, Lessor, Four Becker Farm, Roseland, NJ 07068 and Soo Line Railroad Company, Lessee, Soo Line Building, P.O. Box 530, Minneapolis, MN 55440 and Manufacturers Hanover Trust Company of California, Assignee, 50 California Street, San Francisco, CA 94111, dated as of January 1, 1986 and covering: three 2250 HP Model U23B Diesel Electric Locomotives, (MILW 5000, 5003, 5004), six 2000 HP Model EMD GP-38-2 Locomotives (SOO 4501 through 4505, inclusive and MILW 350); 85 Refrigerator Cars, Mechanical (MILW 9901 through 9913, 9915, 9916, 9918-9923, 9925-9927, 9929-9933, 9935-9939, 9941-9952, 9954-9956, 9958-9970, 9972, 9974-9980, 9982-9984, 9986, 9987, 9989-9994, 9996-9999, all inclusive) and 13 Caboose Bay Window Type (MILW 992215 through 992225 inclusive and MILW 99227-99228).

Thank you for your cooperation.

Sincerely,



JLF/jr

cc: Priscilla J. Banks
James J. Boutillien
Ellen Toscano
J.J. Larson
J.A. Byrnes

JLFL.048

RECORDATION NO. ^{7058-C} Filed & Recorded

AUG 11 1975 -2 30 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT dated as of July 1, 1975,
among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Trustee (hereinafter called the Trustee),
and FIRST SECURITY BANK OF UTAH, N. A., a
national banking association (hereinafter
called the Company), as Owner-Trustee under
Owner Trust Agreement No. 3 dated as of
April 15, 1973, with The Colonial Bank &
Trust Company and South Shore National Bank
and CANADIAN NATIONAL RAILWAY COMPANY (here-
inafter called the Lessee).

WHEREAS the Trustee and the Company have entered
into an Equipment Trust Agreement No. 3 dated as of April 15,
1973 (hereinafter called the Equipment Trust Agreement),
covering the sale, assignment and transfer to the Trustee
of title to the railroad equipment described in Schedule
I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered
into a Lease of Equipment No. 3 dated as of April 15, 1973
(hereinafter called the Lease), leasing the above-mentioned
Units;

WHEREAS the Trustee and the Company now desire to
supplement the Equipment Trust Agreement as provided therein
to set forth the Equipment specifically covered thereby by

deleting from Schedule I to the Equipment Trust Agreement certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

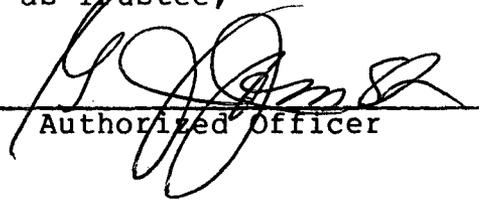
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.
2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.
3. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.
4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.
5. This Supplement may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties

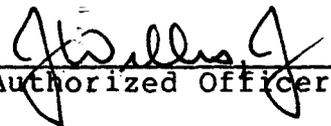
hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee,

by 
Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N. A., as Owner-Trustee,

by _____
Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
City) ss.:
COUNTY OF BALTIMORE,)

On this 17th day of July 1975, before me personally appeared G. J. Johnston to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company 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 trust company.

My Commission expires JUL 1 1978

Nancy C. Schmidt
Notary Public

[NOTARIAL SEAL]

I WAS COMMISSIONED AS
NANCY C. SCHMIDT

SCHEDULE I--Equipment Trust Agreement No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
41	100-ton steel cylindrical tank cars	CN 346500-346505, 346507-346541
73	62' 6" 100-ton flat cars	CN 667100-667167, 667169, 667170, 667174, 667175, 667177

SCHEDULE II--Lease No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
41	100-ton steel cylindrical tank cars	CN 346500-346505, 346507-346541
73	62' 6" 100-ton flat cars	CN 667100-667167, 667169, 667170, 667174, 667175, 667177

SUPPLEMENT dated as of July 1, 1975, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee (hereinafter called the Trustee), and FIRST SECURITY BANK OF UTAH, N. A., a national banking association (hereinafter called the Company), as Owner-Trustee under Owner Trust Agreement No. 3 dated as of April 15, 1973, with The Colonial Bank & Trust Company and South Shore National Bank and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement No. 3 dated as of April 15, 1973 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered into a Lease of Equipment No. 3 dated as of April 15, 1973 (hereinafter called the Lease), leasing the above-mentioned Units;

WHEREAS the Trustee and the Company now desire to supplement the Equipment Trust Agreement as provided therein to set forth the Equipment specifically covered thereby by

deleting from Schedule I to the Equipment Trust Agreement certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.
2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.
3. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.
4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.
5. This Supplement may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties

hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee,

by

Authorized Officer

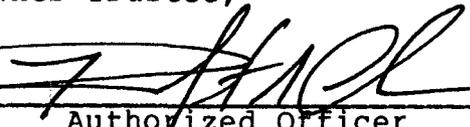
[Corporate Seal]

Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N. A., as Owner-Trustee,

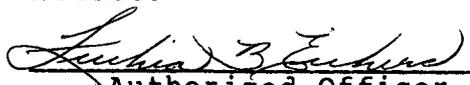
by



Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of 1975, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company 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 trust company.

My Commission expires

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH ,)
) SS.:
COUNTY OF SALT LAKE,)

On this 14th day of July, 1975, before me personally appeared Robert S. Clark, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N. A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My Commission expires
July 22, 1978


Notary Public



[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
41	100-ton steel cylindrical tank cars	CN 346500-346505, 346507-346541
73	62' 6" 100-ton flat cars	CN 667100-667167, 667169, 667170, 667174, 667175, 667177

SCHEDULE II--Lease No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
41	100-ton steel cylindrical tank cars	CN 346500-346505, 346507-346541
73	62' 6" 100-ton flat cars	CN 667100-667167, 667169, 667170, 667174, 667175, 667177