

**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

1722 EYE STREET, N.W.  
WASHINGTON, D.C. 20006  
TELEPHONE 202: 429-4000  
TELEX 89-463

ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603  
312: 853-7000 TELEX 25-4364

2049 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
213: 563-8100 TELEX 18-1391

520 MADISON AVENUE  
NEW YORK, NEW YORK 10022  
212: 418-2100 TELEX 97-1696

18 KING WILLIAM STREET  
LONDON, EC4N 7SA, ENGLAND  
441: 621-1616 TELEX 924125

5 SHENTON WAY  
SINGAPORE 0106  
65: 224-5000 TELEX 28754

RECORDATION NO. 15407-D FILED 1250

June 17, 1988 JUN 17 1988 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

BY HAND

Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

No. 8 169A013  
Date JUN 17 1988  
Fee \$ 13.00  
ICC Washington, D.C.

Dear Ms. McGee:

I have enclosed nine original documents, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a supplement document dated April 1, 1988. The primary document to which this document is connected is recorded under Recordation No. 1 5407. This document should be recorded under Recordation No. 1 5407-D.

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

Lessor: Wilmington Rust Company  
Rodney Square North  
Wilmington, Delaware 19890  
  
Lessee: Soo Line Railroad Company  
Soo Line Building  
105 South Fifth Street  
Box 530  
Minneapolis, Minnesota 55440

A description of the equipment covered by the document follows:

*Shane Andrus*  
*Shane Andrus*

JUN 17 10 45 AM '88

21 General Motors EMD SD-60 Locomotives bearing manufacturers numbers 867164-1 through 867164-21 inclusive, and road numbers Soo 6000 through 6020, inclusive.

A fee of \$13.00 is enclosed. Please stamp and return to the messenger any documents not needed by the Commission for recordation, along with a stamped copy of this letter.

A short summary of the document, to appear in the Commission's index, follows:

Lease Supplement No.2

Lease Supplement No. 2 between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, Lessor, and Soo Line Railroad Company, Soo Line Building, 105 South Fifth Street, Box 530, Minneapolis, Minnesota 55440, Lessee, dated as of April 1, 1988, supplementing the Lease of Railroad Equipment, dated as of December 10, 1987, between Lessor and Lessee, and covering 21 General Motors EMD SD-60 Locomotives.

Sincerely,



Brian L. Rubin

# Interstate Commerce Commission

Washington, D.C. 20423

6/17/88

OFFICE OF THE SECRETARY

Brian L. Rubin  
Sidley & Austin  
1722 I Street N.W.  
Washington, D.C. 20006

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 6/17/88 at 10:50am, and assigned recordation number(s). 15407-D

Sincerely yours,



Secretary

Enclosure(s)

JUN 17 1988 10 50 AM

LEASE SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 2 is dated as of April 1, 1988 (this "Lease Supplement"), and is executed and delivered to WILMINGTON TRUST COMPANY, a Delaware banking corporation, not individually but solely as trustee under that certain Trust Agreement, dated as of December 10, 1987, between PacifiCorp Finance, Inc. and such trustee (the "Lessor"), by SOO LINE RAILROAD COMPANY, a Minnesota corporation (the "Lessee"), pursuant to and in accordance with the Lease of Railroad Equipment dated as of December 10, 1987 between the Lessor and the Lessee (the "Lease"). Unless otherwise defined herein, the capitalized terms in this Lease Supplement shall have the respective meanings specified in the Lease.

WHEREAS, Lessor and Lessee have entered into the Lease as supplemented by Lease Supplement No. 1 dated as of December 11, 1987 ("Lease Supplement No. 1"),

WHEREAS, Section 4.4(i)(a) of the Lease provides for the adjustment of Basic Rent and Casualty Value if the aggregate of all Transaction Expenses shall be other than one-half of one percent (0.5%) of the aggregate Purchase Price of the Locomotives subject to the Lease,

WHEREAS, the aggregate of all Transaction Expenses equal \$327,071.85 which is 1.36621% of the aggregate Purchase Price of the Locomotives subject to the Lease,

WHEREAS, the Owner Participant has recomputed Basic Rent and Casualty Value in accordance with the provisions of Section 4.4 of the Lease and has set forth such recomputed amounts on Schedules 2 and 3 attached hereto and incorporated herein,

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

1. The Locomotives covered by this Lease Supplement consist of the items described in Schedule 1 attached hereto (the "Locomotives"), which are the same items previously covered by Lease Supplement No. 1.

2. With respect to each Rent Payment Date following the date hereof, the percentages of Basic Rent as set forth on Schedule 2 to Lease Supplement No. 1 are hereby amended to be the percentages of Basic Rent as set forth on Schedule 2 to this Lease Supplement No. 2.

3. With respect to any date following the date hereof the percentages of Casualty Value as set forth on Schedule 3 to Lease Supplement No. 1 are hereby amended to be the percentages of Casualty Value as set forth on Schedule 3 to this Lease Supplement No. 2.

4. This Lease Supplement is supplemental to the Lease and shall form a part thereof, and the Lease is hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

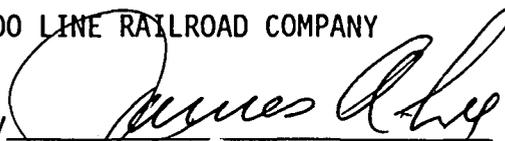
5. All of the terms, provisions, and conditions of the Lease, other than those specifically amended by this Lease Supplement, shall remain in full

force and effect, unless amended by subsequent lease supplements. By execution and delivery of this Lease Supplement by the Lessee, and the acceptance thereof by the Lessor, Lessor and Lessee reaffirm all of the terms, provisions and conditions of the Lease.

6. This Lease Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Lender on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessee has caused this Lease Supplement to be duly executed by its authorized officer as of the date first set forth above.

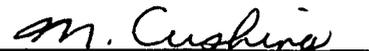
SOO LINE RAILROAD COMPANY

By 

Name: James A. Lee  
Title: Sr. V.P. & CFO

Accepted as of the date first set forth above:

WILMINGTON TRUST COMPANY, not individually (except as otherwise provided in the Lease), but solely as Owner Trustee under the Trust Agreement.

By 

Name: MARK K. CUSHING  
Title: Financial Services Officer

State of Minnesota )  
County of Hennepin ) ss.

On this 24th day of May, 19 88, before me personally appeared James A. Lee, to me personally known, who being by me duly sworn, did say that he is a Sr. V.P. and CFO of SOO LINE RAILROAD COMPANY and that the instrument was signed on behalf of such 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 such corporation.



Teresa L. Revell  
Notary Public

My commission expires:  
4-2-92

State of Delaware )  
County of New Castle ) ss.

On this 6<sup>th</sup> day of June, 19 88, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is a \_\_\_\_\_ of WILMINGTON TRUST COMPANY and that the instrument was signed on behalf of such 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 such corporation.

Maria [Signature]  
Notary Public

My commission expires:  
9/10/90

SCHEDULE 1 TO  
LEASE SUPPLEMENT NO. 2

DESCRIPTION OF LOCOMOTIVES

<u>Description</u>	<u>Manufacturer</u>	<u>Manuf. Serial No.</u>	<u>Lessee's Road No.</u>	<u>Purchase Price</u>
3800 Horsepower Model SD-60 Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	867164-1	6000	\$1,140,000
"	"	867164-2	6001	"
"	"	867164-3	6002	"
"	"	867164-4	6003	"
"	"	867164-5	6004	"
"	"	867164-6	6005	"
"	"	867164-7	6006	"
"	"	867164-8	6007	"
"	"	867164-9	6008	"
"	"	867164-10	6009	"
"	"	867164-11	6010	"
"	"	867164-12	6011	"
"	"	867164-13	6012	"
"	"	867164-14	6013	"
"	"	867164-15	6014	"
"	"	867164-16	6015	"
"	"	867164-17	6016	"
"	"	867164-18	6017	"
"	"	867164-19	6018	"
"	"	867164-20	6019	"
"	"	867164-21	6020	"
Aggregate Purchase Price				<u>\$23,940,000</u>

SCHEDULE 2 TO  
LEASE SUPPLEMENT NO. 2

BASIC RENT

Rental Factors are expressed as a percentage of Lessor's Purchase Price. The Basic Rent due on a Rent Payment Date is equal to the product of the Arrears Rent Factor or the Advance Rent Factor, as the case may be, and Lessor's Purchase Price for the Locomotives.

<u>Rent Payment Date</u>	<u>Payment Number</u>	<u>Arrears Rent Factor (%)</u>	<u>Payment Number</u>	<u>Advance Rent Factor (%)</u>
1/ 5/1988	0	0.0000000		
7/ 5/1988	1	4.2639756		
1/ 5/1989	2	5.3159544		
7/ 5/1989	3	4.1977290		
1/ 5/1990	4	5.3822010		
7/ 5/1990	5	4.1243145		
1/ 5/1991	6	5.4556155		
7/ 5/1991	7	4.0429566		
1/ 5/1992	8	5.5369734		
7/ 5/1992	9	3.7802534		
1/ 5/1993	10	5.7996766	11	6.9871107
7/ 5/1993			12	3.2929999
1/ 5/1994			13	8.4858516
7/ 5/1994			14	3.0120667
1/ 5/1995			15	8.7989204
7/ 5/1995			16	2.6989979
1/ 5/1996			17	8.6723988
7/ 5/1996			18	2.7579940
1/ 5/1997			19	8.8805628
7/ 5/1997			20	2.8282405
1/ 5/1998			21	8.9241898
7/ 5/1998			22	2.7846136
1/ 5/1999			23	10.1139682
7/ 5/1999			24	1.5948351
1/ 5/2000			25	10.5891519
7/ 5/2000			26	1.1196515
1/ 5/2001			27	11.1186911
7/ 5/2001			28	0.5901123
1/ 5/2002			29	11.7088034
7/ 5/2002			30	0.0000418

SCHEDULE 3 TO  
LEASE SUPPLEMENT NO. 2

CASUALTY VALUE

<u>Casualty Value Determination Date</u>	<u>Casualty Value (as a percentage of the Purchase Price) (a)(b)</u>
30 DEC 1987	101.43187
30 JAN 1988	101.92359
28 FEB 1988	102.90016
30 MAR 1988	103.87931
30 APR 1988	104.85244
30 MAY 1988	105.80156
30 JUN 1988	106.75301
30 JUL 1988	103.41627
30 AUG 1988	104.34328
30 SEP 1988	105.27243
30 OCT 1988	106.17718
30 NOV 1988	107.08388
30 DEC 1988	107.99255
30 JAN 1989	103.55147
28 FEB 1989	104.42629
30 MAR 1989	105.30288
30 APR 1989	106.16947
30 MAY 1989	107.01946
30 JUN 1989	107.87101
30 JUL 1989	104.50809
30 AUG 1989	105.34196
30 SEP 1989	106.17725
30 OCT 1989	106.99566
30 NOV 1989	107.81536
30 DEC 1989	108.63637
30 JAN 1990	104.04797
28 FEB 1990	104.84090
30 MAR 1990	105.63500
30 APR 1990	106.42215
30 MAY 1990	107.19796
30 JUN 1990	107.97479
30 JUL 1990	104.61589
30 AUG 1990	105.37985
30 SEP 1990	106.14473
30 OCT 1990	106.89808
30 NOV 1990	107.65226
30 DEC 1990	108.40727
30 JAN 1991	103.68375
28 FEB 1991	104.41433
30 MAR 1991	105.14566
30 APR 1991	105.87220
30 MAY 1991	106.59125
30 JUN 1991	107.31094

Casualty Value  
Determination Date

Casualty Value (as a percentage  
of the Purchase Price) (a)(b)

30 JUL 1991	103.98011
30 AUG 1991	104.69045
30 SEP 1991	105.40135
30 OCT 1991	106.10462
30 NOV 1991	106.80840
30 DEC 1991	107.51269
30 JAN 1992	102.65979
28 FEB 1992	103.34182
30 MAR 1992	104.02429
30 APR 1992	104.70358
30 MAY 1992	105.37528
30 JUN 1992	106.04735
30 JUL 1992	102.93152
30 AUG 1992	103.59625
30 SEP 1992	104.26128
30 OCT 1992	104.91860
30 NOV 1992	105.57616
30 DEC 1992	106.23397
30 JAN 1993	94.02954
28 FEB 1993	94.59854
30 MAR 1993	95.16772
30 APR 1993	95.73351
30 MAY 1993	96.29349
30 JUN 1993	96.85357
30 JUL 1993	94.11478
30 AUG 1993	94.66904
30 SEP 1993	95.22335
30 OCT 1993	95.77218
30 NOV 1993	96.32101
30 DEC 1993	96.86985
30 JAN 1994	88.89381
28 FEB 1994	89.39582
30 MAR 1994	89.89783
30 APR 1994	90.39984
30 MAY 1994	90.90186
30 JUN 1994	91.40387
30 JUL 1994	88.89381
30 AUG 1994	89.39582
30 SEP 1994	89.89783
30 OCT 1994	90.39984
30 NOV 1994	90.90186
30 DEC 1994	91.40387
30 JAN 1995	83.06348
28 FEB 1995	83.51331
30 MAR 1995	83.96314
30 APR 1995	84.41297
30 MAY 1995	84.86501
30 JUN 1995	85.31706
30 JUL 1995	83.07694
30 AUG 1995	83.53588

Casualty Value  
Determination Date

Casualty Value (as a percentage  
of the Purchase Price) (a)(b)

30 SEP 1995	83.99491
30 OCT 1995	84.46082
30 NOV 1995	84.92686
30 DEC 1995	85.39305
30 JAN 1996	77.16332
28 FEB 1996	77.57660
30 MAR 1996	77.98989
30 APR 1996	78.40317
30 MAY 1996	78.82368
30 JUN 1996	79.24425
30 JUL 1996	76.91411
30 AUG 1996	77.33824
30 SEP 1996	77.76248
30 OCT 1996	78.19402
30 NOV 1996	78.62573
30 DEC 1996	79.05760
30 JAN 1997	70.58419
28 FEB 1997	70.95896
30 MAR 1997	71.33373
30 APR 1997	71.70850
30 MAY 1997	72.09133
30 JUN 1997	72.47423
30 JUL 1997	70.03703
30 AUG 1997	70.42020
30 SEP 1997	70.80345
30 OCT 1997	71.19484
30 NOV 1997	71.58637
30 DEC 1997	71.97805
30 JAN 1998	63.41932
28 FEB 1998	63.75278
30 MAR 1998	64.08624
30 APR 1998	64.41971
30 MAY 1998	64.76179
30 JUN 1998	65.10396
30 JUL 1998	62.67021
30 AUG 1998	63.01041
30 SEP 1998	63.35066
30 OCT 1998	63.69960
30 NOV 1998	64.04868
30 DEC 1998	64.39789
30 JAN 1999	54.58552
28 FEB 1999	54.86763
30 MAR 1999	55.14989
30 APR 1999	55.43613
30 MAY 1999	55.73209
30 JUN 1999	56.02831
30 JUL 1999	54.73952
30 AUG 1999	55.04591
30 SEP 1999	55.35266
30 OCT 1999	55.66931

Casualty Value  
Determination Date

Casualty Value (as a percentage  
of the Purchase Price) (a)(b)

30 NOV 1999	55.98640
30 DEC 1999	56.30395
30 JAN 2000	45.97635
28 FEB 2000	46.22232
30 MAR 2000	46.46882
30 APR 2000	46.72008
30 MAY 2000	46.98254
30 JUN 2000	47.24566
30 JUL 2000	46.40043
30 AUG 2000	46.67561
30 SEP 2000	46.95157
30 OCT 2000	47.23894
30 NOV 2000	47.52719
30 DEC 2000	47.81634
30 JAN 2001	36.92476
28 FEB 2001	37.13526
30 MAR 2001	37.34674
30 APR 2001	37.56393
30 MAY 2001	37.79399
30 JUN 2001	38.02520
30 JUL 2001	37.67930
30 AUG 2001	37.92478
30 SEP 2001	38.17155
30 OCT 2001	38.43146
30 NOV 2001	38.69277
30 DEC 2001	38.95552
30 JAN 2002	27.44077
28 FEB 2002	27.61707
30 MAR 2002	27.79492
30 APR 2002	27.97958
30 MAY 2002	28.17903
30 JUN 2002	28.38022
30 JUL 2002	28.59635
30 AUG 2002	28.81437
30 SEP 2002	29.03430
30 OCT 2002	29.26933
30 NOV 2002	29.50642
30 DEC 2002	29.74557
5 JAN 2003	30.00000

(a) In the event any of the events set forth in Section 4.4 of the Lease shall occur, the Casualty Value shall be adjusted accordingly.

(b) The percentage amounts shown in the above schedule and text include assumptions with respect to the amount of taxes associated with the receipt of Casualty Value that will be payable by the Owner Participant. If, as a result of changes in Federal tax rates, the aggregate amount of such taxes payable to any Federal, state, or local government, or other taxing authority of the United States required to be paid by the Owner Participant is different than as assumed above, such percentages will be adjusted, upward or downward, to reflect such change in the Federal tax rate; provided, that (i) any such adjustment upward shall be accompanied by a certificate of the Owner Participant, in reasonable detail, stating the basis for such adjustment, and (ii) no such adjustment upward shall cause Casualty Value to be less than the amount necessary to pay in full, as of the date of payment thereof, any payment then required to be made on account of the principal of and any interest and premium, if any, on any Notes as originally constituted or as modified in the manner contemplated by the Operative Documents; provided further, that for purposes of computing such adjustment it shall be conclusively presumed that the Owner Participant is subject to state and local tax at the rate provided in clause (x) of Section 6(a) of the Tax Indemnity Agreement. At any time the Owner Participant becomes aware of a change in Federal tax rates that would have a material effect on the amounts shown in the above Schedule and text, the Owner Participant shall recompute the percentages based upon such change in Federal tax rates and provide a new lease supplement reflecting such adjustments.