

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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RECORDATION NO. 15407-A FILE 1425

RECORDATION NO. 15407-C FILE 1425

RECORDATION NO. 1 5407 FILE 1425

DEC 11 1987 - 12 45 PM
December 11, 1987

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

DEC 11 1987
4-01000
TELETYPE UNIT
DEC 11 12 37 PM '87
OFFICE OF
SECRETARY

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

RECORDATION NO. 15407-B FILE 1425

DEC 11 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed are an original and one copy of four documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The documents to be recorded are a Lease of Railroad Equipment (Attachment 1), dated as of December 10, 1987; Lease Supplement No. 1 (Attachment 2), dated as of December 11, 1987; a Loan and Security Agreement (Attachment 3), dated as of December 10, 1987; and Supplement No. 1 to Loan and Security Agreement (Attachment 4), dated as of December 11, 1987.

Brian J. Rubin
Counterpart

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

Lease of Railroad Equipment:

Lessor: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Lessee: Soo Line Railroad Company
Soo Line Building
105 South Fifth Street
Box 530
Minneapolis, Minnesota 55440

Lease Supplement No. 1:

Lessor: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Lessee: Soo Line Railroad Company
Soo Line Building
105 South Fifth Street
Box 530
Minneapolis, Minnesota 55440

Loan and Security Agreement:

Owner Trustee: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Lender: The Prudential Insurance
Company of America
c/o PruCapital, Inc.
3701 Wayzata Boulevard
P.O. Box 1143
Minneapolis, Minnesota 55440

Supplement No. 1 to Loan and Security Agreement:

Owner Trustee: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Lender: The Prudential Insurance
Company of America
c/o PruCapital, Inc.
3701 Wayzata Boulevard
P.O. Box 1143
Minneapolis, Minnesota 55440

A description of the equipment covered by these documents is set forth in Attachment 5.

A fee of \$40.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

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

Lease of Railroad Equipment:

Lease of Railroad Equipment 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 December 10, 1987, and covering 21 General Motors EMD SD-60 Locomotives bearing road numbers SOO 6000-6020, both inclusive.

Lease Supplement No. 1:

Lease Supplement 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 December 11, 1987, 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.

Loan and Security Agreement:

Loan and Security Agreement between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware

19890, Owner Trustee, and The Prudential Insurance Company of America, c/o PruCapital, Inc., 3701 Wayzata Boulevard, P.O. Box 1143, Minneapolis, Minnesota 55440, Lender, dated as of December 10, 1987, and covering \$18,720,000 Maximum Aggregate Principal Amount 10.82% Secured Notes.

Supplement No. 1 to Loan and Security Agreement:

Supplement No. 1 to Loan and Security Agreement between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, Owner Trustee, and The Prudential Insurance Company of America, c/o PruCapital, Inc., 3701 Wayzata Boulevard, P.O. Box 1143, Minneapolis, Minnesota 55440, Lender, dated as of December 11, 1987, supplementing the Loan and Security Agreement, dated as of December 10, 1987, between Owner Trustee and Lender, and covering \$18,720,000 Maximum Aggregate Principal Amount 10.82% Secured Notes.

Very truly yours,

Brian L. Rubin

Richard J. Flynn
Terence M. Hynes
Brian L. Rubin

RECORDATION NO. 1 5407-C

DEC 11 1987 - 12 45 PM

SUPPLEMENT NO. 1 TO LOAN AND SECURITY AGREEMENT INTERSTATE COMMISSION

This Supplement No. 1 is dated December 11, 1987 and is entered into by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of December 10, 1987 (the "Trust Agreement") between PacifiCorp Finance, Inc., a Delaware corporation, and said trustee (the "Owner Trustee"), and The Prudential Insurance Company of America, a New Jersey corporation (the "Lender").

A. The Owner Trustee and the Lender have entered into a Loan and Security Agreement dated as of December 10, 1987 (as from time to time supplemented, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Loan and Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign,

pledge, hypothecate and grant a continuing security interest unto the Lender, its successors and assigns, in and to all and singular of the Owner Trustee's properties, rights, interests and privileges and the proceeds thereof (whether now owned or hereafter acquired), except any Excepted Rights in Collateral, including, without limitation, the following:

(a) each of the Locomotives described in Schedule A annexed hereto;

(b) all additional or substitute Locomotives which hereafter may be subjected to the lien and security of the Agreement by operation thereof;

(c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing; and

(d) each Lease Supplement relating to such Locomotives and all amounts payable thereunder.

TO HAVE AND TO HOLD THE above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

WILMINGTON TRUST COMPANY,
not individually but solely
in its capacity as Owner
Trustee under the Trust
Agreement

By _____
Its _____

[Seal]

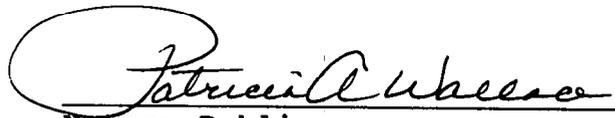
THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By _____
Its _____

5708C

State of DE)
County of NC.) ss.

On this 11th day of December, 1987, before me personally appeared William B. Sowden III, to me personally known, who, being by me duly sworn, did say that (s)he is a Vice President of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires:

4/20/91.

This Supplement may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

WILMINGTON TRUST COMPANY,
not individually but solely
in its capacity as Owner
Trustee under the Trust
Agreement

By _____
Its _____

[Seal]

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By *Bruce S. Poulson* *WP*
Its Vice President and Counsel

5708C

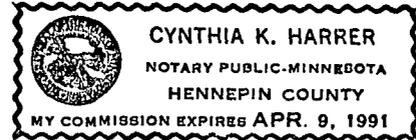
State of MINNESOTA)
) ss.
County of HENNEPIN)

On this 9th day of December, 1987, before me personally appeared Bruce A. Poulsen, to me personally known, who, being by me duly sworn, did say that ~~(s)~~he is a Vice President and Counsel of The Prudential Insurance Company of America, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and ~~(s)~~he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia K. Harrer
Notary Public

My Commission Expires:

4.9.91.



SCHEDULE A TO LOAN AND
SECURITY AGREEMENT
SUPPLEMENT NO. 1

DESCRIPTION OF LOCOMOTIVES

<u>Description</u>	<u>Manufacturer</u>	<u>Manuf. Serial No.</u>	<u>Lessee's Road No.</u>
3800 Horsepower Model SD-60 Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	867164-1	6000
"	"	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