

Soo Line Railroad Company



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

RECORDATION NO. 13695 Filed 1425

2-188A054

WAYNE C. SERKLAND
General Attorney

JUL 7 1982 - 11 15 AM

June 29, 1982

INTERSTATE COMMERCE COMMISSION

No. JUL 07 1982

Agatha L. Mergenovich
Secretary

RECORDATION NO. Filed 1425

Date

Interstate Commerce Commission
Washington/ DC 20423

Fee \$ 50.00

JUL 7 1982 - 1 30 PM

ICC Washington, D. C.

Dear Ms. Mergenovich:

INTERSTATE COMMERCE COMMISSION

I enclose herewith three executed counterparts of Lease of Railroad Equipment, a primary document, dated June 28, 1982.

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

Owner-Lessor is Soo Line Equipment Company, Soo Line Building, Minneapolis, Minnesota 55440.

Lessee is Soo Line Railroad Company, 800 Soo Line Building, Box 530, Minneapolis, Minnesota 55440.

A description of the equipment covered by the document follows:

<u>No. of Units</u>	<u>Description</u>
45	100-ton 2200 cu. ft. open top hopper cars with roller bearings, bearing Soo Line road numbers 61055 to 61099.

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

A fee of \$50 is enclosed. This letter is signed by the General Attorney of the company, having knowledge of the matters set forth herein, and the original documents bearing recording data should be returned to him.

Very truly yours,

WCS/sjp
Enclosure

RECEIVED
JUL 7 11 03 AM '82
FEDERAL BUREAU OF INVESTIGATION

Interstate Commerce Commission
Washington, D.C. 20423

7/7/82

OFFICE OF THE SECRETARY

Wayne C. Serkland
General Attorney
Soo Line Railroad Co.
Soo Line Building
Box 530
Minneapolis, Minnesota 55440

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 **7/7/82** at **11:15am**, and assigned re-
recording number (s). **13695**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

EXECUTED COPY PART NO. 2
RECORDATION NO. 369
JUL 7 1982
INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT

THIS AGREEMENT OF LEASE, made as of June 29, 1982, from SOO LINE EQUIPMENT COMPANY, a Minnesota corporation, having an office at 800 Soo Line Building, Minneapolis, Minnesota 55440 (hereinafter called "Equipment Company"), to SOO LINE RAILROAD COMPANY, a Minnesota corporation, having its general offices at Soo Line Building, Minneapolis, Minnesota 55440 (hereinafter called the "Railroad");

WITNESSETH:

WHEREAS, Equipment Company is the purchaser of forty-five 100-ton open top hopper cars described in Schedule A (hereinafter called the "Equipment") attached hereto and made a part hereof by reference; and

WHEREAS, the parties hereto desire that, upon acceptance from time to time by Equipment Company's agent and delivery to and acceptance by Railroad, such hopper cars shall thereupon be placed under this Lease;

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

(1) Equipment Company hereby leases to the Railroad and the Railroad hereby hires from Equipment Company, the Equipment for a term commencing from and after the respective dates of acceptance of the hopper cars by Equipment Company's agent and Railroad's inspector and continuing to July 1, 1997 at the rental and upon the terms and conditions herein contained.

(2) Equipment Company will accept the Equipment from the builder and deliver the same to the Railroad on its

tracks at Fond du Lac, Wisconsin, immediately following acceptance by its agent and Railroad's inspector. Acceptance of the Equipment by the Equipment Company's agent and delivery by Railroad to the Equipment Company of a Certificate of Acceptance signed by Railroad's inspector covering such Equipment, shall thereupon constitute acceptance by the Railroad of such units under this Lease.

(3) For the use of the Equipment or any portion thereof the Railroad shall pay to Equipment Company during the term of this Lease rental in the amounts at the times set forth on Schedule B attached hereto and made a part hereof by reference.

The Railroad shall have the privilege of prepaying at any time and from time to time without the payment of any premium, any or all of the aforesaid quarterly rental payments in their inverse order.

(4) The Railroad shall also pay to the proper Governmental authority any and all taxes, assessments, or Governmental charges or any other charge or expense of any character whatsoever that may be imposed upon or in respect of the Equipment by reason of or in connection with the Railroad's possession or use thereof under this Lease. It is understood, however, that the Railroad shall not be required to pay or discharge any such amount so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Equipment Company in and to the Equipment.

(5) At the termination of this Lease and after all

payments to be made by the Railroad under Section (3) above, and after all payments due or to become due hereunder from the Railroad to Equipment Company, the Railroad shall have an option to be exercised within 60 days thereafter to purchase the Equipment from Equipment Company, and in that event the rental payments made under this Lease shall be applied and treated as the full purchase price of the Equipment, and title thereto shall thereupon be duly conveyed by Equipment Company to the Railroad upon written notice by Railroad that it has exercised its option. It is expressly agreed that until such termination of this Lease, the Railroad shall not by virtue of this Lease or the possession and use of the Equipment hereunder acquire any title to or ownership of the Equipment, but such title and ownership shall remain solely in the Equipment Company.

(6) The Railroad will, during the term of this Lease, keep and maintain plainly and permanently on each side of each unit of Equipment markings in letters not less than one inch in height reading:

"SOO LINE EQUIPMENT COMPANY, OWNER-LESSOR"

and will replace immediately any such markings that may become defaced or illegible, wholly or in part. Such markings will be applied initially by Equipment Company prior to delivery of the Equipment to the Railroad under this Lease. For convenience of identification of the leasehold interest hereunder of the Railroad in the Equipment, the Equipment may be lettered "Soo Line", and bear the Railroad's emblem, or be lettered in some other appropriate manner.

(7) The Railroad, so long as it shall not be in default under this Lease, shall be entitled to the possession of the

Equipment and the use thereof upon the lines of Railroad owned or operated by it either alone or jointly with another and whether under lease or otherwise, or upon the lines of railroad owned or operated by any railroad company controlled by or controlling the Railroad, or over which the Railroad or any such railroad company has trackage rights, and shall also be entitled to the use of any of the Equipment upon connecting and other railroads in the interchange of traffic, from and after the delivery of the Equipment by the Equipment Company to the Railroad, but only upon and subject to all the terms and conditions of this Lease.

(8) During the term of this Lease, the Railroad will, at its own expense (a) comply with all laws and regulations of any State or Governmental authority respecting the manner of using or operating the Equipment, (b) maintain and keep the Equipment in good order and repair at all times, and (c) keep the Equipment free from any liens or encumbrances that might affect the Equipment Company's title. Any and all replacements of any parts of any units of the Equipment and all additions and betterments thereto shall constitute accessions to the Equipment and shall be and remain the property of the Equipment Company, and be subject to all the terms and conditions of this Lease.

(9) During the term of this Lease, the possession, use, operation, and maintenance of the Equipment shall be at the sole risk and expense of the Railroad and the Railroad shall assume and be solely responsible for, and shall indemnify and save harmless the Equipment Company from and against (a) any and all loss or damage, usual wear and tear excepted, of or

to the Equipment, and (b) any and all claims, demands, suits, judgments, or causes of action for or on account of injury to or death of persons, or loss of or damage to property, which may result from or grow in any manner out of the presence, use, or operation of the Equipment while in the possession of the Railroad under this Lease.

(10) In the event that any unit of Equipment shall be worn out, lost, destroyed, or irreparably damaged from any cause whatsoever prior to termination of this Lease thereon, the Railroad's obligation to pay to Equipment Company rental in the amounts and at the times set forth in Section (3) hereof shall not be affected.

(11) The Railroad shall not assign or transfer this Lease, or any of its rights or obligations hereunder, or transfer or sublet any of the Equipment, without the written consent of the Equipment Company first had and obtained.

(12) The Railroad covenants that in case at any time during the term of this Lease it shall fail or refuse to comply with any of its covenants or agreements herein contained, and shall continue in such failure or refusal for a period of thirty (30) days after written notice specifying such failure shall be given to it by Equipment Company, then Equipment Company shall have the right, at its election, by notice in writing given to the Railroad, to terminate this Lease, and all of the rights of the Railroad in respect to the Equipment shall forthwith cease; and Equipment Company shall be entitled without further demand or formality forthwith to take possession of the Equipment without prejudice to any rights or remedies Equipment Company may have for recovery of rental or breach

of covenant or otherwise; or Equipment Company may lease the Equipment to others on such terms and conditions and for such amount as shall seem best to it for the remainder of the term or any part thereof for the account of the Railroad, which shall make good any deficiency. Any waiver by Equipment Company of one or more defaults on the part of the Railroad shall not in any way impair the right of Equipment Company to take advantage of any other default of defaults of the Railroad.

(13) The Railroad shall, at its expense, upon execution and delivery of this Lease, cause this Lease and any Supplement thereof to be duly filed and recorded with the Interstate Commerce Commission and the Registrar General of Canada for the full protection of the Equipment Company's title to the Equipment. The Railroad will promptly deliver to the Equipment Company an opinion of the Railroad's counsel to the effect that (a) this Lease has been duly filed and recorded in compliance with the provisions of this Section (13) and (b) this Lease has been duly and validly authorized and executed by the Railroad and is a valid and binding agreement of the Railroad in accordance with its terms.

(14) The Railroad covenants that it will from time to time upon the request of Equipment Company execute and deliver such instruments, make such reports, give such information, and do or cause to be done, any and all such further acts and things as may be necessary or proper to carry out and make effective the purposes of this Lease.

(15) This Lease may be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together will

constitute but one and the same Lease, which will be sufficiently evidenced by any such original counterpart.

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written, at Minneapolis, Minnesota.

SOO LINE EQUIPMENT COMPANY

By Lloyd F. Wasnick
President

Attest:

Don Aether

Secretary

(CORPORATE SEAL)

SOO LINE RAILROAD COMPANY

By Charles H. Albee
EXEC. VICE President

Attest:

Alene S. Holmes
Secretary

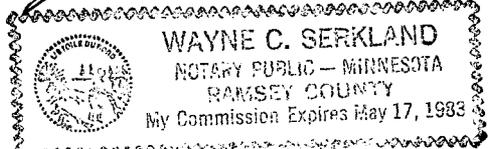
APPROVED:
FOR EXECUTION

[Signature]
LAW DEPT.

(CORPORATE SEAL)

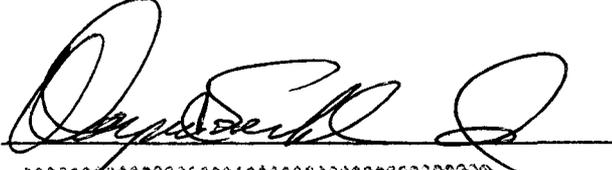
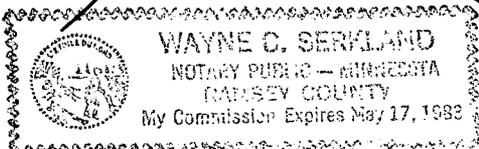
STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 28th day of June, 1982, before me personally appeared Royd L Washick, to me personally known, who being by me duly sworn, says that he is President of Soo Line Equipment Company, that one of the seals 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 that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 28th day of June, 1982, before me personally appeared Charles H Clay, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Soo Line Railroad Company, that one of the seals 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

SCHEDULE A

<u>No. of Units</u>	<u>Description</u>	<u>Price Per Unit</u>
45	100-ton 2200 cu. ft. open top hopper cars with roller bearings, bearing Soo Line Road Numbers 61055 to 61099, inclusive.	\$36,869.26

SCHEDULE B

Payment Schedule

Fifty-Nine (59) equal quarterly payments in the amount of Twenty-Seven Thousand Six Hundred Fifty-One and 95/100 Dollars (\$27,651.95), with the first payment to be made on October 1, 1982 and successive payments to be made on the first of every third month thereafter up to and including April 1, 1997, with a final payment of Twenty-Seven Thousand Six Hundred Fifty-One and 70/100 Dollars (\$27,651.70) to be due on July 1, 1997.