

16303

RECORDATION NO. FILED 1433

APR 21 1989 -9 00 AM

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A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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WASHINGTON, D.C. 20006  
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ONE FIRST NATIONAL COMMISSION  
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LOS ANGELES, CALIFORNIA 90067  
213: 553-8100 FAX: 213-556-6544

875 THIRD AVENUE  
NEW YORK, NEW YORK 10022  
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*New number*

RECORDATION NO. 16303 FILED 1433 -A

APR 21 1989 -9 00 AM

INTERSTATE COMMERCE COMMISSION

18 KING WILLIAM STREET  
LONDON, EC4N 7SA, ENGLAND  
441: 621-1616 FAX: 441-626-7937

5 SHENTON WAY  
SINGAPORE 0106  
65: 224-5000 FAX: 65-224-0530

ASSOCIATED OFFICE:

HASHIDATE LAW OFFICE  
IMPERIAL TOWER, 7TH FLOOR  
1-1, UCHISAIWAICHO 1-CHOME  
CHIYODA-KU, TOKYO 100 JAPAN  
03-504-3800 FAX: 03-504-1009

*Date 4-21-89*  
*Fee \$ 52.00*

April 20, 1989

RECORDATION NO. 16303 FILED 1433 -B

IOG Washington, D.C.

BY HAND

APR 21 1989 -9 00 AM

9-111A001

16303-C

RECORDATION NO. FILED 1433

APR 21 1989 -9 00 AM

INTERSTATE COMMERCE COMMISSION

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

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: (1) a Lease of Railroad Equipment, a primary document, dated as of April 14, 1989; (2) Supplement No. 1 to the Lease of Railroad Equipment, a secondary document, dated as of April 14, 1989; (3) a Loan and Security Agreement, a primary document, dated as of April 14, 1989; and (4) Supplement No. 1 to the Loan and Security Agreement, a secondary document, dated as of April 14, 1989.

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

Lease of Railroad Equipment:

Lessor: Meridian Trust Company  
35 North 6th Street  
Reading, Pennsylvania 19601  
  
Lessee: Soo Line Railroad Company  
Soo Line Building  
105 South Fifth Street  
Box 530  
Minneapolis, Minnesota 55440

APR 21 8 52 AM '89  
MOTOR OPERATING UNIT

*Counterpart Molly Morgan*

Noreta R. McGee  
April 20, 1989  
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Supplement No. 1 to the Lease of Railroad Equipment:

Lessor: Meridian Trust Company  
35 North 6th Street  
Reading, Pennsylvania 19601

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

Loan and Security Agreement:

Owner Trustee: Meridian Trust Company  
35 North 6th Street  
Reading, Pennsylvania 19601

Lender: The Prudential Insurance Company  
of America  
c/o Prudential Capital Corporation  
2930 Norwest Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402-3901

Supplement No. 1 to the Loan and Security Agreement:

Owner Trustee: Meridian Trust Company  
35 North 6th Street  
Reading, Pennsylvania 19601

Lender: The Prudential Insurance Company  
of America  
c/o Prudential Capital Corporation  
2930 Norwest Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402-3901

A description of the equipment covered by these documents follows:

21 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 877003-01 through 877003-21 inclusive, and Soo Line road numbers 6021 through 6041, inclusive.

Noreta R. McGee  
April 20, 1989  
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A fee of \$52.00 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 documents, to appear in the Commission's index, follows:

Lease of Railroad Equipment:

Lease of Railroad Equipment between Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19601, Lessor, and Soo Line Railroad Company, Soo Line Building, 105 South Fifth Street, Box 530, Minneapolis, Minnesota 55440, Lessee, dated as of April 14, 1989, and covering 21 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 877003-01 through 877003-21 inclusive, and road numbers 6021 through 6041, inclusive.

Supplement No. 1 to the Lease of Railroad Equipment:

Supplement No. 1 to the Lease of Railroad Equipment between Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19601, Lessor, and Soo Line Railroad Company, Soo Line Building, 105 South Fifth Street, Box 530, Minneapolis, Minnesota 55440, Lessee, dated as of April 14, 1989, and covering 21 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 877003-01 through 877003-21 inclusive, and road numbers 6021 through 6041, inclusive.

Loan and Security Agreement:

Loan and Security Agreement between Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19601, Owner Trustee, and The Prudential Insurance Company of America, c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota 55402-3901, Lender, dated as of April 14, 1989, and covering \$42,000,000.00 Maximum Aggregate Principal Amount Secured Notes.

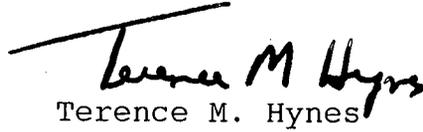
Supplement No. 1 to Loan and Security Agreement:

Supplement No. 1 to Loan and Security Agreement between Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19601, Owner Trustee, and The Prudential Insurance Company of America, c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota

Noreta R. McGee  
April 20, 1989  
Page 4

55402-3901, Lender, dated as of April 14, 1989, and covering  
\$42,000,000.00 Maximum Aggregate Principal Amount Secured Notes.

Sincerely,

  
Terence M. Hynes

LEASE SUPPLEMENT NO. 1

APR 21 1989 - 9 00 AM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 1 is dated April 14, 1989 (this "Lease Supplement"), and is executed and delivered to MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not individually but solely as trustee under that certain Trust Agreement, dated as of April 14, 1989, between WHIRLPOOL FINANCIAL CORPORATION 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 April 14, 1989 between the Lessor and the Lessee (the "Lease"). Unless otherwise defined herein, capitalized terms in this Lease Supplement are used with the respective meanings specified in the Lease.

1. The locomotives covered by this Lease Supplement consist of the items described in Schedule 1 attached hereto (the "Locomotives").

2. The Lessee confirms that the Locomotives have been delivered to it and, as between the Lessor and the Lessee, are in good working order and condition, and have been inspected and accepted by Lessee as of the date first set forth above.

3. The Purchase Price of each of the Locomotives is set forth in Schedule 1 attached hereto and the aggregate Purchase Price for such Locomotives is \$27,086,610.

4. The percentages of Basic Rent, Casualty Value and Termination Value for the Locomotives are set forth in Schedules 2, 3 and 4 hereto, respectively.

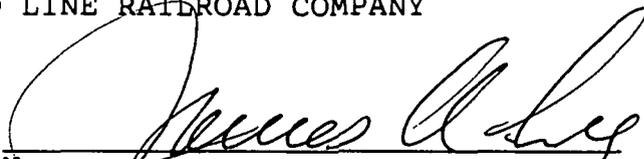
5. The Lessee hereby: (a) confirms that the Locomotives covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto, (b) confirms that the Locomotives have been marked in accordance with all of the provisions of Section 6.1 of the Lease, (c) confirms that the Locomotives conform to the modifications, requirements and standards applicable thereto as provided in the Lease, and (d) irrevocably accepts such Locomotives "as-is, where-is" for all purposes of the Lease as of the date first set forth above.

6. By the execution and delivery of this Lease Supplement by the Lessee, and the acceptance thereof by Lessor, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

7. The 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 duly authorized officer as of the date first set forth above.

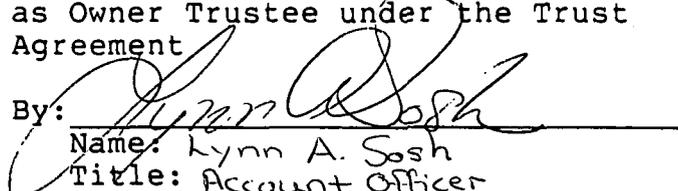
SOO LINE RAILROAD COMPANY

By: 

Name: James A. Lee  
Title: Senior Vice President &  
Chief Financial Officer

Accepted as of the date first set forth above:

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

By: 

Name: Lynn A. Sosh  
Title: Account Officer

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 EXCEPT  
BY THE TRANSFER OR POSSESSION OF THE COUNTERPART CONTAINING THE  
ORIGINAL RECEIPT THEREFOR EXECUTED BY THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA IMMEDIATELY FOLLOWING THIS LEGEND.

Receipt of this original counterpart of the foregoing  
Lease Supplement hereby acknowledged this \_\_\_ day of April, 1989.

The Prudential Insurance Company of  
America

By: \_\_\_\_\_  
Name:  
Title:

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

On this 19<sup>th</sup> day of April, 1989, before me personally appeared James A. Lee, to me personally known, who being by me duly sworn, says that he is the Dr. V.P. & CFO of Soo Line Railroad Company ("Soo"), that said instrument was signed on behalf of Soo by Authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Soo.

Ruth D. Nelson

Notary Public

My Commission Expires:



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )            ss.

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is a \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

My commission expires

\_\_\_\_\_

State of Illinois )  
County of Cook )            ss.

On this 19th day of April, 1989, before me personally appeared Lynn A. Sosh, to me personally known, who, being by me duly sworn, did say that she is an Account Officer of MERIDIAN TRUST COMPANY and that the instrument was signed on behalf of such 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 such company.

  
\_\_\_\_\_  
Notary Public

My commission expires

4-22-89

SCHEDULE 1 TO LEASE SUPPLEMENT NO. 1

Description of Locomotives

<u>Description</u>	<u>Manufacturer</u>	<u>Manuf. Serial Numbers</u>	<u>Lessee's Road No.</u>	<u>Purchase Price</u>
3800 H.P. Model SD-60 Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	877003-01 877003-02 877003-03 877003-04 877003-05 877003-06 877003-07 877003-08 877003-09 877003-10 877003-11 877003-12 877003-13 877003-14 877003-15 877003-16 877003-17 877003-18 877003-19 877003-20 877003-21	6021 6022 6023 6024 6025 6026 6027 6028 6029 6030 6031 6032 6033 6034 6035 6036 6037 6038 6039 6040 6041	\$1,292,110 \$1,292,110 \$1,292,110 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460 \$1,289,460

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SCHEDULE 2 TO  
LEASE SUPPLEMENT NO. 1

BASIC RENT

Rental factors are expressed as percentages 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>Date</u>	<u>Advance Rent Factor (%)</u>	<u>Arrears Rent Factor (%)</u>
1/15/90	0.00000	0.00000
7/15/90	0.00000	4.06116
1/15/91	0.00000	4.93778
7/15/91	0.00000	4.01536
1/15/92	0.00000	4.98358
7/15/92	0.00000	3.96477
1/15/93	0.00000	5.03417
7/15/93	0.00000	3.90889
1/15/94	0.00000	5.09005
7/15/94	0.00000	3.84718
1/15/95	0.00000	5.15177
7/15/95	0.00000	3.77901
1/15/96	0.00000	5.21993
7/15/96	0.00000	3.70372
1/15/97	0.00000	5.29522
7/15/97	0.00000	3.62057
1/15/98	0.00000	5.37837
7/15/98	0.00000	4.23041
1/15/99	6.91495	6.76830
7/15/99	4.08376	0.00000
1/15/00	7.04586	0.00000
7/15/00	3.95285	0.00000
1/15/01	8.36151	0.00000
7/15/01	2.63720	0.00000
1/15/02	8.55859	0.00000
7/15/02	2.44012	0.00000
1/15/03	8.76875	0.00000
7/15/03	2.22996	0.00000
1/15/04	8.99318	0.00000
7/15/04	2.00553	0.00000
1/15/05	9.30612	0.00000
7/15/05	1.69259	0.00000
1/15/06	9.72586	0.00000
7/15/06	1.27285	0.00000
1/15/07	10.19187	0.00000
7/15/07	0.80683	0.00000
1/15/08	10.70928	0.00000
7/15/08	0.28943	0.00000
1/15/09	10.99871	0.00000
7/15/09	0.00000	0.00000
1/15/10	0.00000	0.00000
<b>Total</b>	<b>120.98577</b>	<b>82.99024</b>

SCHEDULE 3 TO  
LEASE SUPPLEMENT NO. 1

CASUALTY VALUE

<u>Casualty Value Determination Date</u>	<u>Casualty Value (as a percentage of the Purchase Price)</u>
1/15/90	109.99814
7/15/90	115.49152
1/15/91	116.69115
7/15/91	116.77311
1/15/92	117.60950
7/15/92	117.29247
1/15/93	117.87802
7/15/93	117.24564
1/15/94	117.65983
7/15/94	116.76047
1/15/95	117.02370
7/15/95	115.83901
1/15/96	115.94237
7/15/96	114.46502
1/15/97	114.46948
7/15/97	112.79483
1/15/98	112.79712
7/15/98	110.97117
1/15/99	110.29390
7/15/99	99.67467
1/15/ 0	98.65385
7/15/ 0	94.51181
1/15/ 1	93.45911
7/15/ 1	87.76198
1/15/ 2	87.85768
7/15/ 2	81.76849
1/15/ 3	81.87124
7/15/ 3	75.36380
1/15/ 4	75.47374
7/15/ 4	68.51962
1/15/ 5	68.63723
7/15/ 5	61.14274
1/15/ 6	61.35656
7/15/ 6	53.21178
1/15/ 7	53.63207
7/15/ 7	44.77934
1/15/ 8	45.44362
7/15/ 8	35.82028
1/15/ 9	36.77145
7/15/ 9	27.55552
1/15/10	27.50000

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.

SCHEDULE 4 TO  
LEASE SUPPLEMENT NO 1

Termination Date

Termination Value

1/15/90	109.99814
7/15/90	115.49152
1/15/91	116.69115
7/15/91	116.77311
1/15/92	117.60950
7/15/92	117.29247
1/15/93	117.87802
7/15/93	117.24564
1/15/94	117.65983
7/15/94	116.76047
1/15/95	117.02370
7/15/95	115.83901
1/15/96	115.94237
7/15/96	114.46502
1/15/97	114.46948
7/15/97	112.79483
1/15/98	112.79712
7/15/98	110.97117
1/15/99	110.29390
7/15/99	99.67467
1/15/ 0	98.65385
7/15/ 0	94.51181
1/15/ 1	93.45911
7/15/ 1	87.76198
1/15/ 2	87.85768
7/15/ 2	81.76849
1/15/ 3	81.87124
7/15/ 3	75.36380
1/15/ 4	75.47374
7/15/ 4	68.51962
1/15/ 5	68.63723
7/15/ 5	61.14274
1/15/ 6	61.35656
7/15/ 6	53.21178
1/15/ 7	53.63207
7/15/ 7	44.77934
1/15/ 8	45.44362
7/15/ 8	35.82028
1/15/ 9	36.77145
7/15/ 9	27.55552
1/15/10	27.50000

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