

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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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

November 9, 1989

RECORDED 16303

BY HAND

NOV 8 1989 -10 35 AM

9--313A003

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

INTERSTATE COMMERCE COMMISSION

RECORDED 16303

NOV 8 1989 -10 35 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed are an original and one copy of 3 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) Supplement No. 2 to the Lease of Railroad Equipment, a secondary document, dated as of November 9, 1989; the primary document to which this is connected is recorded under Recordation No. 16303.
- (2) Supplement No. 2 to the Loan and Security Agreement, a secondary document, dated as of November 9, 1989; the primary document to which this is connected is recorded under Recordation No. 16303-B.
- (3) A Lease Agreement Termination (Partial), a secondary document, dated as of November 9, 1989; the primary document to which this is connected is recorded under Recordation No. 16579.

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

Supplement No. 2 to the Lease of Railroad Equipment:

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

Lessor: Whirlpool Financial Corporation
17177 N. Laurel Park Drive
Suite 233
Livonia, Michigan 48152

Victoria Burton

Conrad [Signature]

NOV 17 AM '89

Noreta R. McGee
November 9, 1989
Page 2

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

Supplement No. 2 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

Lease Agreement Termination (Partial):

Lessor: Electro-Motive Division
 General Motors Corporation
 La Grange, Illinois 60525

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

A description of the equipment covered by these document follows:

16 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 886019-01 through 886019-16, inclusive, and Soo Line road numbers 6042 through 6057, inclusive.

A fee of \$45.00 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.

Noreta R. McGee
November 9, 1989
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A short summary of the documents, to appear in the Commission's index, follows:

Supplement No. 2 to the Lease of Railroad Equipment:

Supplement No. 2 to the Lease of Railroad Equipment between Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19601, Lessor, and Whirlpool Financial Corporation, 17177 N. Laurel Park Drive, Suite 233, Livonia, Michigan 48152, Lessee, dated as of November 9, 1989, and covering 16 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 886019-01 through 806019-16, inclusive, and Soo Line road numbers 6042 through 6057, inclusive.

Supplement No. 2 to the Loan and Security Agreement:

Supplement No. 2 to the 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 November 9, 1989, and covering 16 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 886019-01 through 886019-16, inclusive, and Soo Line road numbers 6042 through 6057, inclusive.

Lease Agreement Termination (Partial):

Lease Agreement Termination (Partial) between Electro-Motive Division, General Motors Corporation, La Grange, Illinois 60525, Lessor, and Soo Line Railroad Company, Soo Line Building, 105 South Fifth Street, Box 530, Minneapolis, Minnesota 55440, Lessee, dated as of November 9, 1989, covering 16 General Motors EMD 3800 H.P. Model SD-60 Diesel Electric Locomotives bearing manufacturers numbers 886019-01 through 886019-16, inclusive, and Soo Line road numbers 6042 through 6057, inclusive.

Sincerely,



Brian L. Rubin

Enclosures

RECORDED IN 16303-10

NOV 8 1989 -10 35 AM

LEASE SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 2 is dated as of November 9, 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, a Delaware 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 \$21,589,600.

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

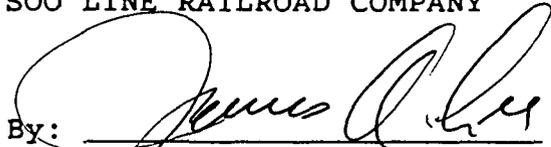
5. The Lessee hereby: (a) confirms that the Locomotives covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto, (b) confirms that the Locomotives have been marked in accordance 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 the 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 by 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 Delivery Date as 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:

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

By: _____

Name:
Title:

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 the 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 by 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 Delivery Date as set forth above.

SOO LINE RAILROAD COMPANY

By: _____
Name:
Title:

Accepted as of the date first set forth above:

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

By: Kathleen A. Kelso
Name: KATHLEEN A. KELSO
Title: ACCOUNT OFFICER

State of Minnesota)
)
County of Hennepin) ss.

On this 6th day of November, 1989, before me personally appeared James A. Lee, to me personally known, who, being by me duly sworn, did say that (s)he is a Sr. Vice President & 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.



Ruth D. Nelson
Notary Public

My Commission Expires: December 9, 1991

State of _____)
)
County of _____) ss.

On this ___ day of November, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is a _____ of MERIDIAN 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.

Notary Public

My Commission Expires:

State of _____)
County of _____) ss.

On this ___ day of November, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that (s)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 PENNSYLVANIA)
County of Berks) ss.

On this 6th day of November, 1989, before me personally appeared KATHLEEN A. CELSO, to me personally known, who, being by me duly sworn, did say that (s)he is a ACCOUNT OFFICER of MERIDIAN 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.

Colleen M. Caltagirone
Notary Public

My Commission Expires:

NOTARIAL SEAL
Colleen M. Caltagirone, Notary Public
Reading, Berks County, PA
My Commission Expires 2 - 25 - 91

SCHEDULE 1

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 H.P. Model SD-60 Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	886019-1 886019-2 886019-3 886019-4	S00 6042 S00 6043 S00 6044 S00 6045	\$1,349,350 " " "
"	"	886019-5	S00 6046	"
"	"	886019-6	S00 6047	"
"	"	886019-7	S00 6048	"
"	"	886019-8	S00 6049	"
"	"	886019-9	S00 6050	"
"	"	886019-10	S00 6051	"
"	"	886019-11	S00 6052	"
"	"	886019-12	S00 6053	"
"	"	886019-13	S00 6054	"
"	"	886019-14	S00 6055	"
"	"	886019-15	S00 6056	"
"	"	886019-16	S00 6057	"

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	0.0000	0.0000
7/15/90	0.0000	3.4382
1/15/91	0.0000	4.4068
7/15/91	0.0000	3.3932
1/15/92	0.0000	4.4519
7/15/92	0.0000	3.3439
1/15/93	0.0000	4.5011
7/15/93	0.0000	3.2901
1/15/94	0.0000	4.5549
7/15/94	0.0000	3.2313
1/15/95	0.0000	4.6137
7/15/95	0.0000	3.1670
1/15/96	0.0000	4.6780
7/15/96	0.0000	3.0968
1/15/97	0.0000	5.1841
7/15/97	0.0000	3.0480
1/15/98	0.0000	6.5404
7/15/98	0.0000	3.6352
1/15/99	6.1329	5.9532
7/15/99	3.4555	0.0000
1/15/ 0	6.2527	0.0000
7/15/ 0	3.3357	0.0000
1/15/ 1	7.4628	0.0000
7/15/ 1	2.1256	0.0000
1/15/ 2	7.6257	0.0000
7/15/ 2	1.9627	0.0000
1/15/ 3	4.7942	0.0000
7/15/ 3	1.8426	0.0000
1/15/ 4	7.7458	0.0000
7/15/ 4	1.5681	0.0000
1/15/ 5	8.0203	0.0000
7/15/ 5	1.2681	0.0000
1/15/ 6	8.3203	0.0000
7/15/ 6	0.9402	0.0000
1/15/ 7	8.6482	0.0000
7/15/ 7	0.5817	0.0000
1/15/ 8	9.0067	0.0000
7/15/ 8	0.1900	0.0000
1/15/ 9	9.3984	0.0000
7/15/ 9	4.7942	0.0000
1/15/10	<u>0.0000</u>	<u>0.0000</u>
Total	105.4700	74.5300

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)</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	61.35696
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	27.85592
1/15/10	27.80000

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. 2

<u>Date</u>	<u>Termination</u>
1/15/90	103.8592
7/15/90	108.6233
1/15/91	109.7338
7/15/91	109.6469
1/15/92	110.4156
7/15/92	109.9496
1/15/93	110.4822
7/15/93	109.7166
1/15/94	110.0879
7/15/94	109.0691
1/15/95	109.2986
7/15/95	108.0111
1/15/96	108.0911
7/15/96	106.5311
1/15/97	106.5311
7/15/97	104.3471
1/15/98	104.3124
7/15/98	100.6508
1/15/99	99.8926
7/15/99	90.2909
1/15/ 0	89.3184
7/15/ 0	85.4146
1/15/ 1	84.4245
7/15/ 1	79.1109
1/15/ 2	79.1938
7/15/ 2	73.5562
1/15/ 3	73.6445
7/15/ 3	70.8188
1/15/ 4	70.9832
7/15/ 4	65.0155
1/15/ 5	65.2989
7/15/ 5	58.9048
1/15/ 6	59.3501
7/15/ 6	52.5019
1/15/ 7	53.1343
7/15/ 7	45.8004
1/15/ 8	46.6483
7/15/ 8	38.7949
1/15/ 9	39.8903
7/15/ 9	32.2942
1/15/10	27.5000

RECORDED BY 16303/12
NOV 8 1989 -10 35 AM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 2 TO LOAN AND SECURITY AGREEMENT

This Supplement No. 2 is dated as of November 9, 1989 and is entered into by Meridian Trust Company, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of April 14, 1989 (the "Trust Agreement") between Whirlpool Financial Corporation, 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 April 14, 1989 (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) as more fully described in the Agreement, except any Excepted Rights in Collateral, including, without limitation, the following:

(a) each of the Locomotives described in Schedule 1 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]

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

By 
Name: KATHLEEN A. PELSO
Title: ACCOUNT OFFICER

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By _____
Name: _____
Title: _____

0043c(1)

(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.

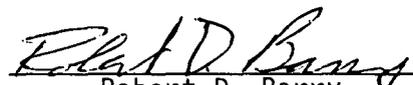
This Supplement may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

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

By _____
Name: _____
Title: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By Robert D. Barry 
Name: Robert D. Barry
Title: Vice President, Group Insurance
Administration

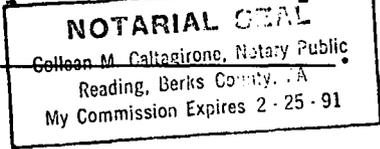
0043c(1)

State of PENNSYLVANIA)
County of BERKS) ss.

On this 6th day of November, 1989, before me personally appeared KATHERINE A. BASSO, to me personally known, who, being by me duly sworn, did say that (s)he is a ACCOUNT OFFICER of Meridian 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.

Colleen M. Callagione
Notary Public

My Commission Expires:



State of _____)
County of _____) ss.

On this ____ day of November, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is a _____ 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.

Notary Public

My Commission Expires:

_____.

State of _____)
) ss.
County of _____)

On this ____ day of November, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is a _____ of Meridian 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:
_____.

State of Minnesota)
) ss.
County of Hennepin)

On this 8th day of November, 1989, before me personally appeared Robert D. Barry, to me personally known, who, being by me duly sworn, did say that (s)he is a Vice President, Group Insurance Administration 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.



Ann E. Scholz
Notary Public

My Commission Expires:

December 8, 1993

SCHEDULE 1

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 H.P. Model SD-60 Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	886019-1 886019-2 886019-3 886019-4	S00 6042 S00 6043 S00 6044 S00 6045	\$1,349,350 " " "
"	"	886019-5	S00 6046	"
"	"	886019-6	S00 6047	"
"	"	886019-7	S00 6048	"
"	"	886019-8	S00 6049	"
"	"	886019-9	S00 6050	"
"	"	886019-10	S00 6051	"
"	"	886019-11	S00 6052	"
"	"	886019-12	S00 6053	"
"	"	886019-13	S00 6054	"
"	"	886019-14	S00 6055	"
"	"	886019-15	S00 6056	"
"	"	886019-16	S00 6057	"

LEASE AGREEMENT TERMINATION
(PARTIAL)NOV 8 1989 -10 35 AM
INTERSTATE COMMERCE COMMISSION

This terminates the Lease Agreement, dated October 10, 1989, ("Lease") between Soo Line Railroad Company ("Railroad") a Minnesota corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation only with respect to the following locomotives: 6042 through 6057, inclusive, (hereinafter referred to as "Terminated Equipment"). The Lease and the hereinafter described recordation with the Interstate Commerce Commission ("ICC") with respect to locomotives 6058 through 6062, inclusive and continues in full force and effect.

WHEREAS, Railroad and EMD executed a Lease Agreement, dated October 10, 1989, relating to the equipment described in Schedule 1 hereto ("Locomotives");

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on October 25, 1989 at 9:55 a.m. Recordation No. 16579.

WHEREAS, the parties hereto desire to terminate and cancel the Lease with respect to the Terminated Equipment and to record this termination and cancellation;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Lease, effective November 9, 1989 with respect to the Terminated Equipment.
2. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Lease.
3. The parties agree that the Lease and the above mentioned recordation with the ICC shall continue in full force and effect with respect to locomotives 6058 through 6062, inclusive.
4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

SOO LINE RAILROAD COMPANY

Attest: Jerisa A. Keener
ASSISTANT SECRETARY

By: Paul D. Gilmore
Paul D. Gilmore
Title: Sr. Vice President -
Operations

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

SOO LINE RAILROAD COMPANY

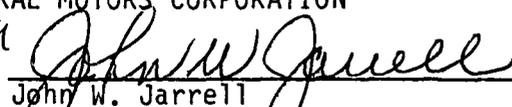
Attest: _____

By: _____

Title: _____

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

Attest: _____

By: ^{PL}  _____

Title: John W. Jarrell
Vice President & General Manager

STATE OF ILLINOIS)
COUNTY OF COOK)

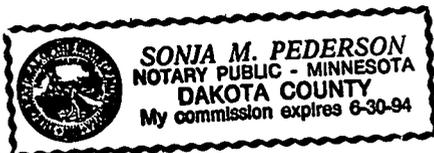
On this ___ day of November, 1989, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the _____ of Electro-Motive Division, General Motors Corporation ("EMD"), that said instrument was signed on behalf of EMD by Authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of EMD.

Notary Public
My Commission Expires:

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

On this 6th day of November, 1989, before me personally appeared Paul D. Gilmore, to me personally known, who being by me duly sworn, says that he is the Sr. Vice President - Operations 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.

Sonia M. Pederson
Notary Public
My Commission Expires:



STATE OF ILLINOIS)
COUNTY OF COOK)

On this ____ day of November, 1989, before me personally appeared John W. Jarrell, to me personally known, who being by me duly sworn, says that (s)he is the V.P. & Gen. Manager of Electro-Motive Division, General Motors Corporation ("EMD"), that said instrument was signed on behalf of EMD 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 EMD.

Juanita Acantilado
Notary Public
My Commission Expires: *April 17, 1992*



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

On this ____ day of November, 1989, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is the _____ of Soo Line Railroad Company ("Soo"), that said instrument was signed on behalf of Soo 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 Soo.

Notary Public
My Commission Expires:

/2899c(2)

SCHEDULE 1

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 H.P. Model SD-60 Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	886019-1 886019-2 886019-3 886019-4	S00 6042 S00 6043 S00 6044 S00 6045	\$1,349,350 " " "
"	"	886019-5	S00 6046	"
"	"	886019-6	S00 6047	"
"	"	886019-7	S00 6048	"
"	"	886019-8	S00 6049	"
"	"	886019-9	S00 6050	"
"	"	886019-10	S00 6051	"
"	"	886019-11	S00 6052	"
"	"	886019-12	S00 6053	"
"	"	886019-13	S00 6054	"
"	"	886019-14	S00 6055	"
"	"	886019-15	S00 6056	"
"	"	886019-16	S00 6057	"