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A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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65-224-5000 FAX: 65-224-0530

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03-504-3800 FAX: 03-504-1009

November 9, 1989

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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

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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

*Vertical handwritten notes on the left margin, including a signature.*

Noreta R. McGee  
November 9, 1989  
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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

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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 *Kathleen A. Kelso*  
Name: KATHLEEN A. KELSO  
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.

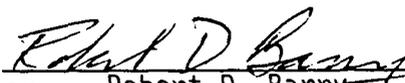
This Supplement may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[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

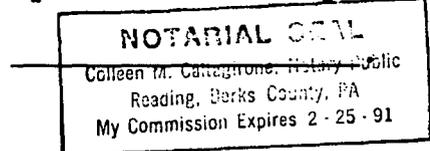
0043c(1)

State of PENNSYLVANIA )  
County of BERKS ) ss.

On this 10th day of November, 1989, before me personally appeared KATHLEEN A. KASO, 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.

Cecelia M. Castagnone  
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:  
\_\_\_\_\_.



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	"