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A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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December 1, 1989

BY HAND

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

RECORDATION NO. 16303-F  
FILED 1425  
DEC 1 1989 - 11 30 AM  
INTERSTATE COMMERCE COMMISSION

DEC 1 1989  
11 30 AM  
RECEIVED  
FBI  
COMMUNICATIONS SECTION

Dear Ms. McGee:

Enclosed are an original and one copy of a document, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The document to be recorded is:

Supplement No. 3 to the Lease of Railroad Equipment, a secondary document, dated as of December 1, 1989; the primary document to which this is connected is recorded under Recordation No. 16303, and dated as of April 14, 1989. We believe that Supplement No. 3 should be assigned recordation No. 16303-F.

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

Lessor: Meridan 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



Noreta R. McGee  
December 1, 1989  
Page 2

A description of the equipment covered by this document follows:

2 General Motors EMD 3800 H.P. Model SD-60M Diesel Electric Locomotives bearing manufacturers numbers 886055-1 through 886055-2, inclusive, and Soo Line road numbers 6058 through 6059, inclusive.

A fee of \$45.00 is enclosed to cover this recordation and two related recordations. 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 document, to appear in the Commission's index, follows:

Supplement No. 3 to the Lease of Railroad Equipment:

Supplement No. 3 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 December 1, 1989, and covering 2 General Motors EMD 3800 H.P. Model SD-60M Diesel Electric Locomotives bearing manufacturers numbers 886055-1 through 886055-2, inclusive, and Soo Line road numbers 6058 through 6059, inclusive.

Sincerely,



Brian L. Rubin

Enclosures

RECORDATION NO. 16303 F  
FILED 105

DEC 1 1989 -11 50 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 is dated as of December 1, 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 \$2,818,700.00.

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.

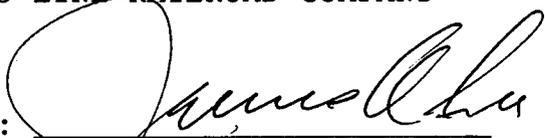
5. The Lessee hereby: (a) confirms that the Locomotives covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto, (b) confirms that the Locomotives have been marked in accordance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

0042c(1)

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

0042c(1)

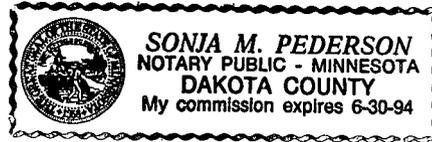
State of MINNESOTA )  
 )  
County of HENNEPIN )

ss.

On this 27th day of November, 1989, before me personally appeared James A. lee, to me personally known, who, being by me duly sworn, did say that ~~he~~ 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.

*Sonia M. Pederson*  
Notary Public

My Commission Expires:



State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

ss.

On this \_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 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 27th day of November 1989, before me personally appeared KATHLEEN A. KELSO, to me personally known, who, being by me duly sworn, did say that (s)he is an 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-60M Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	886 055-1	6058	\$1,409,350
"	"	886 055-2	6059	\$1,409,350

SCHEDULE 2 TO LEASE SUPPLEMENT NO. 3

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	3.4104
1/15/91	0.0000	4.3787
7/15/91	0.0000	3.3654
1/15/92	0.0000	4.4238
7/15/92	0.0000	3.3161
1/15/93	0.0000	4.4730
7/15/93	0.0000	3.2623
1/15/94	0.0000	4.5268
7/15/94	0.0000	3.2035
1/15/95	0.0000	4.5856
7/15/95	0.0000	3.1393
1/15/96	0.0000	4.6498
7/15/96	0.0000	3.0690
1/15/97	0.0000	5.1528
7/15/97	0.0000	3.2337
1/15/98	0.0000	6.2863
7/15/98	0.0000	3.6097
1/15/99	5.9103	6.0881
7/15/99	3.4319	0.0000
1/15/ 0	6.2064	0.0000
7/15/ 0	3.3137	0.0000
1/15/ 1	7.4058	0.0000
7/15/ 1	2.1143	0.0000
1/15/ 2	7.5718	0.0000
7/15/ 2	1.9483	0.0000
1/15/ 3	4.7600	0.0000
7/15/ 3	1.8175	0.0000
1/15/ 4	7.7025	0.0000
7/15/ 4	1.5439	0.0000
1/15/ 5	7.9762	0.0000
7/15/ 5	1.2448	0.0000
1/15/ 6	8.2753	0.0000
7/15/ 6	0.9179	0.0000
1/15/ 7	8.6022	0.0000
7/15/ 7	0.5606	0.0000
1/15/ 8	8.9595	0.0000
7/15/ 8	0.1700	0.0000
1/15/ 9	9.3500	0.0000
7/15/ 9	4.7600	0.0000
1/15/10	<u>0.0000</u>	<u>0.0000</u>
	104.5400	74.1700

SCHEDULE 3 TO LEASE SUPPLEMENT NO. 3

<u>Casualty Value Determination Date</u>	<u>Casualty Value (as a % of the purchase price)</u>
1/15/90	103.1678
7/15/90	107.9015
1/15/91	109.0116
7/15/91	108.9263
1/15/92	109.6977
7/15/92	109.2359
1/15/93	109.7735
7/15/93	109.0141
1/15/94	109.3922
7/15/94	108.3814
1/15/95	108.6196
7/15/95	107.3419
1/15/96	107.4326
7/15/96	105.8844
1/15/97	105.8883
7/15/97	103.7101
1/15/98	103.4620
7/15/98	100.0371
1/15/99	99.2871
7/15/99	89.7585
1/15/ 0	88.7950
7/15/ 0	84.9241
1/15/ 1	83.9427
7/15/ 1	78.6745
1/15/ 2	78.7560
7/15/ 2	73.1626
1/15/ 3	73.2551
7/15/ 3	70.4562
1/15/ 4	70.6385
7/15/ 4	64.7080
1/15/ 5	65.0092
7/15/ 5	58.6536
1/15/ 6	59.1161
7/15/ 6	52.3075
1/15/ 7	52.9563
7/15/ 7	45.6630
1/15/ 8	46.5260
7/15/ 8	38.7140
1/15/ 9	39.8228
7/15/ 9	31.4100
1/15/10	27.5000

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. 3

<u>Termination Date</u>	<u>Termination Value</u>
1/15/90	103.1678
7/15/90	107.9015
1/15/91	109.0116
7/15/91	108.9263
1/15/92	109.6977
7/15/92	109.2359
1/15/93	109.7735
7/15/93	109.0141
1/15/94	109.3922
7/15/94	108.3814
1/15/95	108.6196
7/15/95	107.3419
1/15/96	107.4326
7/15/96	105.8844
1/15/97	105.8883
7/15/97	103.7101
1/15/98	103.4620
7/15/98	100.0371
1/15/99	99.2871
7/15/99	89.7585
1/15/ 0	88.7950
7/15/ 0	84.9241
1/15/ 1	83.9427
7/15/ 1	78.6745
1/15/ 2	78.7560
7/15/ 2	73.1626
1/15/ 3	73.2551
7/15/ 3	70.4562
1/15/ 4	70.6385
7/15/ 4	64.7080
1/15/ 5	65.0092
7/15/ 5	58.6536
1/15/ 6	59.1161
7/15/ 6	52.3075
1/15/ 7	52.9563
7/15/ 7	45.6630
1/15/ 8	46.5260
7/15/ 8	38.7140
1/15/ 9	39.8228
7/15/ 9	31.4100
1/15/10	27.5000

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.