Soo Line Railroad Company

Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 347-8000

RECORDATION NO. 8468-C Filed & Recorded

FEB 4 1987 10-35 AM

INTERSTATE COMMERCE COMMISSION

January 30, 1987

Date 2/4/87
Fee $ 10.00
ICC Washington, D. C.

Ms. Kathleen M. King
Secretary
Interstate Commerce Commission
12th and Constitution Avenue N.W.
Washington, D.C. 20423

Re: Soo Line Railroad Equipment Trust of 1976
Primary Document Recordation No. 8468

Dear Ms. King:

I have enclosed duly acknowledged duplicate originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement substituting First National Bank of Minneapolis as Vendor in lieu of the original Vendors, a secondary document, dated as of June 16, 1986.

The primary document to which this is connected is recorded under Recordation No. 8468.

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

Original Vendors: D.H. Bluhm and J.W. Scanlan
c/o First National Bank of Minneapolis
120 South 6th Street
Minneapolis, MN 55402

Trustee, Lessor, and Substitute Vendor: First National Bank of Minneapolis
120 South 6th Street
Minneapolis, MN 55402

Lessee: Soo Line Railroad Company
Soo Line Building
P.O. Box 530
Minneapolis, MN 55440

A description of the equipment covered by the document follows: all equipment covered by the Soo Line Railroad Equipment Trust of 1976, as amended.

A fee of $10 is enclosed, in the form of a check payable to the Interstate Commerce Commission. Please return one original, bearing appropriate recordation data, to Glenn Olander-Quamme, Corporate Attorney, Soo Line Railroad Company, Soo Line Building, P.O. Box 530, Minneapolis, MN 55440.

A short summary of the document to appear in the index follows:

> Agreement dated as of June 16, 1986, substituting First National Bank of Minneapolis as Vendor under Soo Line Railroad Equipment Trust and Lease of 1976 (Recordation Number 8468), dated as of September 1, 1976, as amended, and covering all equipment covered by the Soo Line Railroad Equipment Trust of 1976, as amended.

This letter is signed by an executive officer or Soo Line Railroad Company having knowledge of the matters described herein.

Very truly yours,

Harold J. Ness

Harold J. Ness
Senior Vice President
and Chief Financial Officer

Enclosures

cc (w/encl.): Law Department File G168
cc (w/o encl.): J.C. Miller
M.R. Swenson

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INTERSTATE COMMERCE COMMISSION

# AGREEMENT

(In re: Soo Line Railroad Equipment Trust of 1976)

THIS AGREEMENT, dated as of June 16, 1986, by and among J. W. Scanlan and D. R. Cadwallader ("Vendors"), First National Bank of Minneapolis ("Trustee"), and Soo Line Railroad Company ("Company"),

WITNESSETH:

WHEREAS, Vendors are the Vendors under that certain Agreement (the "Trust") dated as of September 1, 1976, by and among Vendors, Trustee, and Company; and

WHEREAS, Vendors desire to resign as the Vendors under the Trust and to transfer to Trustee their obligations and duties under the Trust; and

WHEREAS, Trustee is willing to assume Vendors' obligations and duties under the Trust; and

WHEREAS, Company assents to Vendors' resignation and to the assumption by Trustee of Vendors' obligations and duties under the Trust; and

WHEREAS, the Trust fails to provide any specific mechanism whereby Vendors can resign and transfer their obligations and duties to Trustee; and

WHEREAS, such transfer of obligations and duties is consistent with the purposes and intents of the Trust; and

WHEREAS, the Trust provides that any action taken by either of the Vendors shall have the same force and effect as if taken by both of them;

NOW, THEREFORE, the parties hereto agree as follows:

1. Vendors hereby resign as the Vendors under the Trust, such resignation to be effective immediately.

2. Trustee and Company hereby accept the resignation of Vendors.

3. Trustee hereby assumes Vendors' duties and obligations under the Trust.

4. Company hereby assents to the assumption by Trustee of Vendors' duties and obligations under the Trust.

IN WITNESS WHEREOF, Vendors have executed this Agreement as of the date first above written; and Trustee and Company have caused this Agreement to be executed and attested as of such date by their duly authorized offices and have further caused this Agreement to be sealed with their corporate seals.

VENDORS
D. R. Cadwallader
and
J. W. Scanlan

By J W Scanlan
J. W. Scanlan

ATTEST:

By M Dee
Its Secretary

FIRST NATIONAL BANK OF MINNEAPOLIS

By W. J. King
Its Vice President

ATTEST:

By Fern B. Albers
Its Secretary

SOO LINE RAILROAD COMPANY

By Harold J. Ness
Its Senior Vice President

## ACKNOWLEDGMENTS

Re Agreement as to substitute Vendors
(In re: Soo Line Railroad
Equipment Trust of 1976)

VENDORS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 30th day of October, 1986, before me personally appeared J. W. Scanlan, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Brenda G. Cunningham [Notarial Seal]
Notary Public
My commission expires 1-7-92

BRENDA G. CUNNINGHAM
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 7, 1992

TRUSTEE/LESSOR

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 30th day of October, 1986, before me personally appeared W. J. Kennedy, to me personally known, who being by me duly sworn, says that he is the Vice President of First National Bank of Minneapolis ("Bank"), that said instrument was signed on behalf of Bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Bank.

Brenda G. Cunningham [Notarial Seal]
Notary Public
My commission expires 1-7-92

BRENDA G. CUNNINGHAM
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 7, 1992

SOO LINE RAILROAD COMPANY

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 21st day of January, 1987, before me personally appeared Harold J. Neas, to me personally known, who being by me duly sworn, says that he is the Senior Vice President 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 12-9-91

[Notarial Seal]

RUTH D. NELSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Dec. 9, 1991