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RECORDATION NO. 18073-1
FILED 1425

FEB 16 1993 12-10 PM

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February 16, 1993

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

18073 - F
- G

FEB 16 12 02 PM '93
INTERSTATE COMMERCE COMMISSION

Re: Lease Supplement No. 3 and
Trust Indenture and Security Agreement Supplement No. 3

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Sidney L. Strickland, Secretary

Dear Mr. Secretary:

I have enclosed two fully executed and acknowledged originals of each of the two documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The first document is a Lease Supplement No. 3 dated February 16, 1993 and is a "secondary document" as defined in the applicable regulations. The "primary document" to which this "secondary document" is connected is the Equipment Lease Agreement described below, filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073.

The names and addresses of the parties to the Lease Supplement No. 3 are as follows:

Lessee: Wisconsin Central Ltd.
One O'Hare Centre
6250 North River Road, Suite 9000
Rosemont, Illinois 60018

Lessor: Delaware Trust Capital Management, Inc., not in its
individual capacity but solely as Owner Trustee
900 Market Street, H02M12
Wilmington, Delaware 19801

THE FIRM, MARSH, JOHNSON & BRIDGES

ATTORNEYS AT LAW
100 WALL STREET
NEW YORK 7, N. Y.

NEW YORK
100 WALL STREET
NEW YORK 7, N. Y.

NEW YORK
100 WALL STREET
NEW YORK 7, N. Y.

TO THE HONORABLE SENATE
OF THE STATE OF NEW YORK
IN SENATE CHAMBERS
ALBANY, N. Y.
JANUARY 10, 1950

Interstate Commerce Commission
February 16, 1993
Page 2

The second document is a Trust Indenture and Security Agreement Supplement No. 3 dated February 16, 1993 and is a "secondary document" as defined in the applicable regulations. The "primary document" to which this "secondary document" is connected is the Trust Indenture and Security Agreement described below filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073-A.

The names and addresses of the parties to the Trust Indenture and Security Agreement Supplement No. 3 are as follows:

Owner Trustee: Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee
900 Market Street, H02M12
Wilmington, Delaware 19801

Indenture Trustee: The First National Bank of Boston, not in its individual capacity but solely as Indenture Trustee
150 Royall Street
Canton, MA 02021

The equipment covered by the documents consists of boxcars and hoppers and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease referred to below. Such equipment is designated with more particularity in Schedule I to Lease Supplement No. 3 and Schedule 1 to the Trust Indenture and Security Agreement Supplement No. 3.

A fee of thirty-two dollars (\$32.00) is enclosed. Please return one of the originals to me at Thelen, Marrin, Johnson & Bridges, 330 Madison, Suite 1100, New York, New York 10017.

A short summary of each of the documents to appear in the index is as follows:

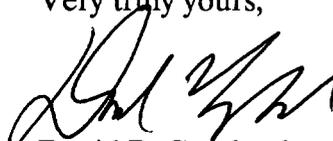
Lease Supplement No. 3 between Delaware Trust Capital Management, Inc. not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801 and Wisconsin Central Ltd., One O'Hare Centre, 6250 North River Road, Suite 9000, Rosemont, Illinois 60018, dated February 16, 1993 describes, in Schedule I thereto, the particular additional Units of Equipment accepted under the Equipment Lease Agreement between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, and Wisconsin Central Ltd., dated as of December 28, 1992, covering boxcars, flatcars and covered hopper cars

Interstate Commerce Commission
February 16, 1993
Page 3

and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease Agreement. The Equipment Lease Agreement was recorded with the Interstate Commerce Commission on December 30, 1992 and was assigned recordation number 18073.

Trust Indenture and Security Agreement Supplement No. 3 between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, 900 Market Street, H03M13, Wilmington, Delaware 19801 and The First National Bank of Boston, not in its individual capacity but solely as Indenture Trustee, 150 Royall Street, Canton, MA 02021 dated February 16, 1993 describes on Schedule 1 thereto the particular additional Units of Equipment covered by the Trust Indenture and Security Agreement between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee and The First National Bank of Boston not in its individual capacity but solely as Indenture Trustee dated as of December 28, 1992, pursuant to which Series A Loan Certificates and Series B Loan Certificates have been issued and which grants a security interest in the boxcars, flatcars and covered hoppers and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease Agreement and certain other collateral described therein; which equipment is subject to the Equipment Lease Agreement. The Trust Indenture and Security Agreement was filed with the Interstate Commerce Commission on December 30, 1992 and was assigned recordation number 18073-A.

Very truly yours,



David P. Graybeal

DPG:mm
encs.

Interstate Commerce Commission
Washington, D.C. 20423

2/16/93

OFFICE OF THE SECRETARY

David P Graybeal

Thelen, Marrin Johnson & Bridges

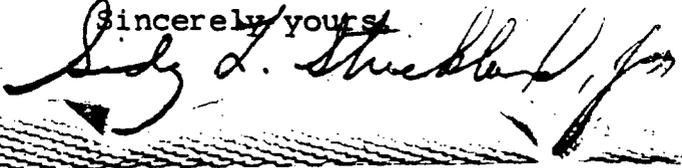
330 Madison Avenue

New York, N.Y. 10017

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/16/93 at 12:10pm, and assigned re-
recording number(s). 18073-F & 18073-G

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 18073-F FILED 1425

LEASE SUPPLEMENT NO. 3

FEB 16 1993 12:10 AM

INTERSTATE COMMERCE COMMISSION

Dated February 16 1993

between

DELAWARE TRUST CAPITAL MANAGEMENT, INC.,
not in its individual capacity except as otherwise expressly
provided herein but solely as Owner Trustee

Lessor

and

WISCONSIN CENTRAL LTD.

Lessee

CERTAIN RIGHTS, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE HEREUNDER HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF THE FIRST NATIONAL BANK OF BOSTON, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF DECEMBER 28, 1992 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. 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 OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE FIRST NATIONAL BANK OF BOSTON, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303
ON _____, 1993 AT _____ .M.
RECORDATION NUMBER _____

LEASE SUPPLEMENT NO. 3

LEASE SUPPLEMENT NO. 3 dated February 16 1993 (this "*Supplement*") between DELAWARE TRUST CAPITAL MANAGEMENT, INC., a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "*Lessor*") and WISCONSIN CENTRAL LTD., an Illinois corporation (the "*Lessee*");

WITNESSETH:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement dated as of December 28, 1992 (the "*Lease*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date, each Seller shall deliver to Lessor a Bill of Sale dated such date by which such Seller bargains, conveys, assigns, sets over, sells and delivers to Lessor, and Lessor purchases and accepts from the such Seller, the Units to be conveyed on such Closing Date, and each such Bill of Sale has been delivered by Seller and accepted by Lessor on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule I hereto and such Units comply in all material respects with the Specifications for such Units and are in good working order.
2. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule I hereto.
3. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule I hereto as of the date hereof.
4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$11,783,192.00 and the amounts comprising such Equipment Cost are set forth on Schedule I hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 7 and 8 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease Agreement dated as of December 28, 1992", the "Lease dated as of December 28, 1992" or the "Equipment Lease Agreement dated as of December 28, 1992," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor:

DELAWARE TRUST CAPITAL
MANAGEMENT, INC., not in its individual
capacity except as otherwise expressly provided
herein but solely as Owner Trustee

By: Curtis H. Clacquennois
Name: Curtis H. Clacquennois
Title: Vice President

Lessee:

WISCONSIN CENTRAL LTD.

By: _____
Name:
Title:

Receipt of this original counterpart of
the foregoing Lease Supplement No.
___ is hereby acknowledged this ___
day of _____, 199__.

THE FIRST NATIONAL BANK OF
BOSTON, as Indenture Trustee

By: _____
Name:
Title:

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

On this 10th day of February, 1993 before me personally appeared Curtis H. Clicquenois, to me personally known, who being duly sworn, says that he is a Vice President of DELAWARE TRUST CAPITAL MANAGEMENT, INC., that said instrument was signed on February 10 1993 on behalf of said 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 said corporation.

By: Rosanna H. Goodwin
Notary Public

[NOTARIAL SEAL]

My Commission Expires: March 26, 1996

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a _____ of WISCONSIN CENTRAL LTD., that said instrument was signed on _____, 19____ on behalf of said 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 said corporation.

By: _____
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor:

DELAWARE TRUST CAPITAL
MANAGEMENT, INC., not in its individual
capacity except as otherwise expressly provided
herein but solely as Owner Trustee

By: _____

Name:

Title:

Lessee:

WISCONSIN CENTRAL LTD.

By: *T.F. Hower Jr.*

Name: *T.F. Hower Jr.*

Title: *FVP-CFO*

Receipt of this original counterpart of
the foregoing Lease Supplement No.
___ is hereby acknowledged this ___
day of _____, 199__.

THE FIRST NATIONAL BANK OF
BOSTON, as Indenture Trustee

By: _____

Name:

Title:

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a _____ of DELAWARE TRUST CAPITAL MANAGEMENT, INC., that said instrument was signed on _____, 19____ on behalf of said 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 said corporation.

By: _____
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

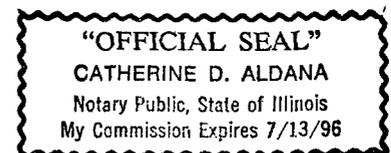
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 10th day of February, 1993, before me personally appeared T. F. Power, Jr., to me personally known, who being duly sworn, says that he is an Executive V.P.-CFO of WISCONSIN CENTRAL LTD., that said instrument was signed on February 10, 1993 on behalf of said 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 said corporation.

By: Catherine D. Aldana
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7/13/96



Schedule I
to
Lease Supplement No. 3

Group A Equipment

Thirty (30)
New 100-Ton Boxcars bearing road
numbers WC 21200-21229

Ninety Five (95)
New 5250 Cubic Foot Covered
Hoppers bearing road numbers
WC 83000-83094

Equipment Cost = \$6,935,050

Group B Equipment

One Hundred (100)
Rebuilt Plate "B" Boxcars bearing
road numbers WC 27000-27099

Seventy-One (71)
Rebuilt Plate "C" Boxcars bearing
road numbers SSAM 47000-47070

Equipment Cost = \$4,848,142