

THELEN, MARRIN, JOHNSON & BRIDGES

ATTORNEYS AT LAW

330 MADISON AVENUE
NEW YORK, NEW YORK 10017-5001
(212) 297-3200

SAN FRANCISCO
LOS ANGELES
ORANGE COUNTY
WASHINGTON, D. C.

HONG KONG
SAN JOSE
HOUSTON

FAX (212) 972-6569

RECORDATION NO. 18073-F
FILED 1425

RECORDATION NO. 18073-F
FILED 1425

FEB 16 1993 12-10 PM

FEB 16 1993 12-10 PM

February 16, 1993

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

18073-F
-6-

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

John S.
Carroll

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

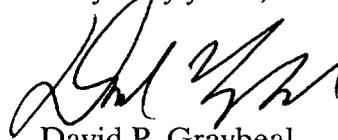
February 16, 1993

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:mmm

encs.

Interstate Commerce Commission
Washington, D.C. 20423

2/16/93

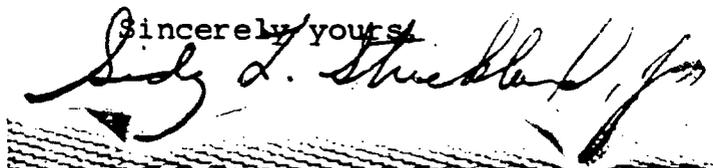
OFFICE OF THE SECRETARY

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)

FEB 16 1993 12:10 AM

TRUST INDENTURE AND SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 3

TRUST INDENTURE AND SECURITY AGREEMENT SUPPLEMENT NO. 3 (this "Indenture Supplement") dated February 16, 1993 between Delaware Trust Capital Management, Inc., not individually but solely as Owner Trustee (the "Owner Trustee"), and The First National Bank of Boston, a national banking association, not in its individual capacity but solely as indenture trustee (the "Indenture Trustee").

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement dated as of December 28, 1992 (herein called the "Indenture") from the Owner Trustee to the Indenture Trustee, provides for the execution and delivery of an Indenture Supplement thereto substantially in the form hereof, which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and shall specifically grant a security interest in such Equipment;

NOW; THEREFORE, the Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the equal and pro rata payment of both the principal of, and interest and premium, if any, upon all Loan Certificates at any time outstanding under the Indenture according to their tenor and effect, and to secure the payment and performance of all other Secured Indebtedness and the performance and observance of all the covenants and conditions contained in the Loan Certificates, the Indenture and the Participation Agreement, does hereby convey, warrant, mortgage, assign, pledge and grant unto the Indenture Trustee, its successors and permitted assignees, forever, for the ratable use and benefit of the holders of the Loan Certificates, a security interest in, all right, title and interests of the Owner Trustee in the Units of Equipment described in Schedule 1 attached hereto, whether tangible or intangible, wherever located or situated, whether now existing, owned or held or hereafter acquired or arising, excluding the Excepted Rights in Collateral, leased or to be leased under the Lease, together with (a) all Parts whether now owned or hereafter acquired, except such thereof as remain the property of the lessee under the Lease, (b) all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, except such thereof as remain the property of the Lessee under the Lease, together with all the rents, issues, income and profits therefrom, and (c) any and all payments or proceeds payable to the Owner Participant, Owner Trustee or Indenture Trustee with respect to any Unit of Equipment as the result of the sale, lease or other disposition thereof.

TO HAVE AND TO HOLD the aforesaid property unto the Indenture Trustee, its successors and assigns forever, upon the terms and conditions set forth in the

Indenture, for the equal and proportionate benefit, security and protection of all present and future holders of the Loan Certificates.

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

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

This Indenture Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture Supplement.

This Indenture Supplement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers, as of the day and year first above written..

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

AS OWNER TRUSTEE

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, except as expressly
stated herein, but solely as Indenture Trustee

By: _____
Its:

AS INDENTURE TRUSTEE

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

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

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is a _____ of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association..

By: _____
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers, as of the day and year first above written..

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

By: _____
Name:
Title:

AS OWNER TRUSTEE

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, except as expressly
stated herein, but solely as Indenture Trustee

By: 
Its: **Senior Account Administrator**

AS INDENTURE TRUSTEE

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/she is a _____ of DELAWARE TRUST CAPITAL MANAGEMENT, INC., a Delaware banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she 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: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 12 day of FEBRUARY, 1993, before me personally appeared KELLY CALOWELL, to me personally known, who being by me duly sworn, says that he/she is a SR ACCT ADMIN of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association..

By: *Ch. Ch.*
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9/27/96

Schedule 1
to
Indenture 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