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OFFICES IN  
WASHINGTON, D. C.  
NEW YORK  
NEW JERSEY

August 16, 1993

RECORDATION NO. 8850-E FILED 1993

AUG 20 1993 12:35 PM

INTERSTATE COMMERCE COMMISSION

HAND DELIVERED

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Mr. Strickland

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11303(a) is one (1) original and one (1) conformed copy of the Second Amendment to Lease of Railroad Equipment dated as of May 5, 1993 (the "Second Amendment"). The Second Amendment amends certain of the terms and provisions of the Lease of Railroad Equipment dated as of June 1, 1977 (the "Lease"), which Lease was duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 8, 1977 under Recordation No. 8850-B. The Second Amendment is a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Radnor Associates, Ltd.,  
as successor-in-interest  
to Equilease Corporation  
Two Radnor Corporate Center  
100 Matsonford Road  
Radnor, Pennsylvania 19087

Lessee: Soo Line Railroad Company,  
as successor-in-interest to  
Chicago, Milwaukee, St. Paul  
and Pacific Railroad Company  
105 South Fifth Street  
Minneapolis, Minnesota 55440

*Done*  
*C. Cameron*

Mr. Sidney L. Strickland  
August 16, 1993  
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is our check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a filed-stamped copy of the enclosed document to Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, 9th Floor, Baltimore, Maryland 21202-1643.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Second Amendment to Lease of Railroad Equipment dated as of May 5, 1993, between Radnor Associates, Ltd. (successor-in-interest to Equilease Corporation), Lessor, and Soo Line Railroad Company (successor-in-interest to Chicago, Milwaukee, St. Paul and Pacific Railroad Company), Lessee, covering ninety-three (93) tri-level auto racks.

Very truly yours,

  
Patrick K. Cameron

PKC/pml  
Enclosures

SCHEDULE 1

93 fully enclosed tri-level auto racks presently on lease to the Soo Line Railroad Company comprised of:

Models ABI5I53G including Whitehead & Kales radial end doors, 60-Ratchet Lo Ty's (A-234-786), 60-ldler Assemblies (A-234-760) and 60-Chain Assemblies (C-231-465).

Specifications ASK 6580 including Whitehead & Kales radial end doors, 60-Ratchet Lo Ty's (A-234-786), 60-ldler Assemblies (A-234-760) and 60-Chain Assemblies (C-231-465).

The serial numbers for the 93 tri-level auto racks are as follows:

<u>Serial No.</u>	<u>Serial No.</u>	<u>Serial No.</u>	<u>Serial No.</u>
58733-34	58825-26		
58731-32	58829-30	58765-66	58877-78
58725-26	58827-28	58755-56	58875-76
58717-18	58819-20	58775-76	58865-66
58719-20	58813-14	58769-70	58873-74
58721-22	58811-12	58771-72	58887-88
58723-24	58821-22	58773-74	58895-96
58709-10	58817-18	58781-82	58891-92
58711-12	58823-24	58783-84	58889-90
58715-16	58835-36	58791-92	58885-86
58741-42	58837-38	58789-90	58893-94
58743-44	58831-32	58787-88	58871-72
58735-36	58833-34	58779-80	58867-68
58729-30	58841-42	58777-78	58869-70
58727-28	58839-40	58795-96	58879-80
58745-46	58847-48	58797-98	58881-82
58739-40	58843-44	58799-800	58901-02
58737-38	58845-46	58793-94	58899-900
58751-52	58853-54	58801-02	58897-98
58749-50	58861-62	58815-16	58903-04
58759-60	58859-60	58809-10	58905-06
58753-54	58855-56	58805-06	58907-08
58757-58	58863-64	58807-08	58747-48
58761-62	58849-50	58803-04	
58767-68	58851-52		
58763-64	58857-58		

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/20/93

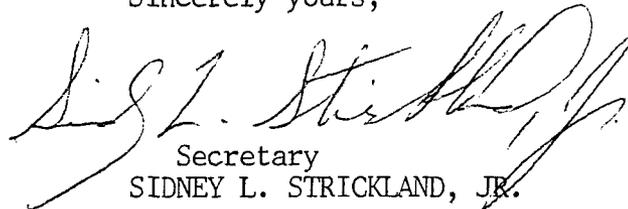
OFFICE OF THE SECRETARY

**Patrick K. Cameron**  
**Ober Kaler Grimes & Shriver**  
**120 East Baltimore Street**  
**Baltimore, Maryland 21202-1643**

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 **8/20/93** at **12:35pm**, and assigned recordation number(s). **16400-E, 8850- & 9376-I**

Sincerely yours,

  
Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

272 \*

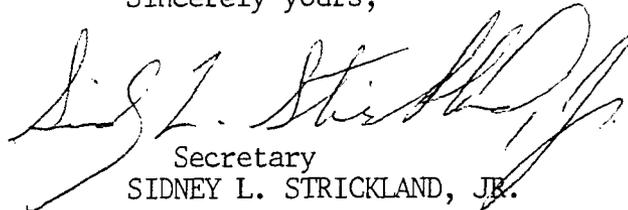
Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on \_\_\_\_\_ at \_\_\_\_\_, and assigned recordation number(s).

Sincerely yours,

  
Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

9/12/48

8850-E  
RECEIVED

AUG 20 1993 12:37 PM

FEDERAL COMMUNICATIONS COMMISSION

SECOND AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

THIS SECOND AMENDMENT, executed as of May 5, 1993 by and between Radnor Associates, Ltd. (the "Lessor") and Soo Line Railroad Company, successor in interest to Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee").

RECITALS:

A. The Lessor acquired on September 8, 1988 all right, title and interest of Equilease Corporation in ninety-seven (97) tri-level auto racks (the "Units") and in a certain Lease of Railroad Equipment as amended and extended covering such Units, dated as of June 1, 1977 (the "Lease").

B. The Lease provided for a term ending on October 1, 1985, which term was extended by mutual agreement until October 1, 1988, then to October 1, 1993 by First Amendment to Lease of Railroad Equipment dated as of October 1, 1988 ("First Amendment"), and is further extended pursuant to the terms hereof.

C. The remaining Units after casualties are ninety-three (92) <sup>93</sup> Units, and the rack numbers are shown in Attachment 3. *JAN*

D. The Lessee wishes to extend the Lease through December 31, 1998, and Lessor has agreed to pay for certification of the Units in order that Lessee may use them according to Association of American Railroad mechanical standards through this date.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

ARTICLE 1. DEFINITIONS.

Capitalized terms used herein shall have the respective meanings assigned thereto in the Lease unless otherwise defined herein or the context shall otherwise require. Except where otherwise specifically provided all terms and provisions of the Lease and First Amendment shall continue in full force and effect.

ARTICLE 2. RENTALS.

The first two paragraphs of Section 3 of the First Amendment are amended to read as follows:

"The Lessee agrees to pay or cause to be paid to the Lessor as rental for each Unit subject to this Lease monthly payments, payable on the first of the month, commencing January 1, 1994, with each such payment in an amount equal to \$480.45 (the "New Rate"); provided that the amount of rent due on January 1, 1993, April 1, 1993, July 1, 1993 and October 1, 1993 shall be an amount equal to the rent due for each Unit at the rate due under the First Amendment dated as of October 1, 1988.

For Units certified prior to December 31, 1993, Lessee will make an interim rental payment on January 1, 1994 equal to the difference between \$480.45 (or any adjustment pursuant to Article 4) and \$293.90 per Unit per month from the time Lessor receives a certificate of acceptance as more fully described in Article 4 below.

The rental will be payable by wire transfer to Lessor according to instructions to be given in writing by Lessor to Lessee."

ARTICLE 3. TERM OF LEASE.

Section 4 of the Lease and the First Amendment is amended and restated in its entirety as follows:

"Term of Lease. The original term of this Lease as to each Unit began on the date of the delivery to and acceptance by the Lessee of such Unit and terminated on October 1, 1985. The first extended term of this Lease as to each Unit, as contemplated by the first paragraph of Section 13 hereof, began on October 1, 1985 and terminated in October 1, 1986. The second extended term of this Lease as to each Unit, as contemplated by the second paragraph of Section 13 hereof, began on October 1, 1986 and terminated on October 1, 1988. Lessor then agreed to lease the Units to Lessee, and Lessee agreed to

lease the Units from Lessor, for a new three year extended term as to each Unit beginning October 1, 1988 and then for an extension to September 30, 1993. The term of the Lease, extended hereby, shall run from October 1, 1993 to December 31, 1998. Lessee shall have the option at the expiration of term to purchase all, but not less than all, of the Units, for a purchase price equal to Fair Market Value as defined in Section 13 of the Lease."

#### ARTICLE 4. CERTIFICATION.

Article 8 of the First Amendment is deleted and Section 9 of the Lease is amended by addition of the following paragraph:

"Notwithstanding anything to the contrary contained in the Lease, Lessee has selected Transco Railway Products, Inc. to inspect and perform mechanical upgrades in order that all the Units meet certification of Multi-Level Autorack mechanical standards established by the Association of American Railroads and known as standards M970 and M941 (the "Certification"). It shall be the responsibility of Lessee to inspect or otherwise review the work of the contract shop and to certify acceptance of the Units as meeting the required M970 and M941 requirements. At the point Lessee submits to Lessor approved invoices from Transco Railway Products, Inc. and a certificate of acceptance shown in Attachment 2, Lessor will pay the invoices."

It is understood by the parties that all Units must be shopped for the work necessary to achieve Certification. The entire cost of such work (other than repair costs or rack improvements not authorized by the board of directors of Lessee) shall be the responsibility of Lessor. To the extent that Lessee pays any portion of such Certification cost, Lessee shall be reimbursed on a dollar for dollar basis by Lessor for these costs at the time Lessee submits the original invoices and certificate of acceptance on the Units for which payments have been made.

The expected cost of Certification is \$10,564 per Unit. To accommodate Lessee approving costs different from this, the monthly rental will be adjusted \$2.13 for each \$100 (or fraction of a \$100) that the average costs vary from the expected cost.

For any Unit not certified for reasons beyond the control of Lessee by Mar 1, 1994, this Unit will be declared a casualty with payment due at the April 1994 rental date equal to the January 1993 Certification Casualty Loss Value figure in Attachment 1.

ARTICLE 5. LESSEE'S WARRANTIES AND REPRESENTATIONS.

Article 13 of the First Amendment and Section 15 of the Lease are deleted in their entirety and the following substituted:

Lessee will furnish at the signing of this Second Amendment the following:

- a) A certificate of secretary indicating that the board of directors of Lessee approved this transaction.
- b) As reasonably requested by Lessor, such items concerning security interest or notification that any financing party of Lessor may request that Lessee sign, in order that the financing party's security interest in the Units and the Lease are protected.

ARTICLE 6. INSURANCE.

Article 16 of the First Amendment and Section 20 of the Lease are amended and restated in their entirety as follows:

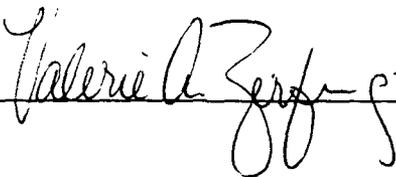
"During the term of this Second Amendment, Lessee shall insure or self-insure the Units for physical damage and against liability imposed by law for injury to, or death of, persons or damage to or destruction of property arising out of the use and operation of the Units to the same extent, in the same manner and according to the same policies and practices as is the Lessee's practice in respect to the Lessee's own equipment."

ARTICLE 7. CASUALTY VALUES.

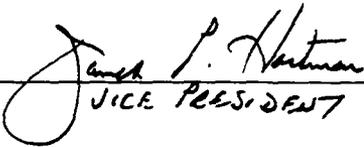
Schedule I to the Lease and First Amendment is amended by deleting the present Schedule I and inserting therefor the Schedule I attached hereto as Attachment 1, effective as of the date hereof through December 31, 1998. These values will be adjusted for costs in excess of the expected costs as shown in Article 4 above.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed or caused this instrument to be executed as of the date first written above.

ATTEST:

  
\_\_\_\_\_

RADNOR ASSOCIATES, LTD.

BY   
VICE PRESIDENT

SOO LINE RAILROAD COMPANY

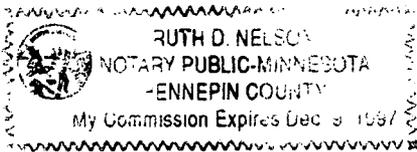
BY   
VICE-PRESIDENT + COO

ITS: \_\_\_\_\_



State of Minnesota )  
County of Hennepin ) ss.:

On this 24<sup>th</sup> day of May, 1993, before me personally appeared Patrick A. Pender, who being by me duly sworn, did say that he/she is a Vice President & Chief Operating Officer of  Soo Line Railroad Co.; that he/she knows the seal of said corporation, that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.



Ruth D. Nelson  
Notary Public

## SCHEDULE I

### To Second Amendment to Lease of Railroad Equipment

Lessee: Soo Line Railroad Company

Lessor: Radnor Associates, Ltd.

<u>DATE</u>	<u>CASUALTY LOSS VALUE % (1)</u>	<u>DATE</u>	<u>CASUALTY LOSS VALUE % (1)</u>
Jan 93 to Certification	34.2660		
Certification to Dec 93	71.2147		
Jan 94	70.8992	Aug 96	57.4563
Feb 94	70.5777	Sep 96	56.8771
Mar 94	70.2500	Oct 96	56.2869
Apr 94	69.9161	Nov 96	55.6853
May 94	69.5757	Dec 96	55.0721
June 94	69.2288	Jan 97	54.4473
July 94	68.8753	Feb 97	53.8104
Aug 94	68.5150	Mar 97	53.1614
Sep 94	68.1477	Apr 97	52.4999
Oct 94	67.7735	May 97	51.8257
Nov 94	67.3921	Jun 97	51.1386
Dec 94	67.0033	July 97	50.4383
Jan 95	66.6071	Aug 97	49.7246
Feb 95	66.2033	Sep 97	48.9973
Mar 95	65.7918	Oct 97	48.2560
Apr 95	65.3724	Nov 97	47.5004
May 95	64.9449	Dec 97	46.7304
June 95	64.5093	Jan 98	45.9457
July 95	64.0653	Feb 98	45.1459
Aug 95	63.6128	Mar 98	44.3308
Sep 95	63.1516	Apr 98	43.5000
Oct 95	62.6816	May 98	42.6533
Nov 95	62.2026	June 98	41.7904
Dec 95	61.7144	July 98	40.9110
Jan 96	61.2168	Aug 98	40.0147
Feb 96	60.7097	Sep 98	39.1012
Mar 96	60.1929	Oct 98	38.1702
Apr 96	59.6661	Nov 98	37.2214
May 96	59.1293	Dec 98	36.2544
Jun 96	58.5822	End of Lease and Thereafter	35.2688
July 96	58.0246		

(1) Percentage of original \$28,591 purchase price of the Units



ATTACHMENT 3 TO SECOND AMENDMENT ASSUMPTION AND RENEWAL AGREEMENT  
DATED AS OF JANUARY 1, 1993  
LISTING OF TRI-LEVEL AUTORACKS

Lessee: Soo Line Railroad Company  
Lessor: Radnor Associates, Ltd.  
Units: 92 enclosed Trilevel autoracks

Car Number Rack Number

ETTX 850974	58039-40
ETTX 700606	58489-90
ETTX 700505	58709-10
ETTX 700634	58711-12
ETTX 700623	58715-16
ETTX 700615	58717-18
ETTX 700639	58719-20
ETTX 700642	58721-22
ETTX 700640	58723-24
ETTX 700633	58725-26
ETTX 700638	58727-28
ETTX 700636	58729-30
ETTX 700629	58731-32
ETTX 700630	58733-34
ETTX 700632	58735-36
ETTX 700509	58737-38
ETTX 700544	58739-40
ETTX 700631	58741-42
ETTX 700511	58743-44
ETTX 700627	58745-46
ETTX 820005	58747-48
ETTX 700622	58749-50
ETTX 700626	58751-52
ETTX 700548	58753-54
ETTX 700625	58755-56
ETTX 700624	58757-58
ETTX 700613	58759-60
ETTX 700528	58761-62
ETTX 700526	58763-64

ETTX 700488 58765-66  
ETTX 700523 58767-68  
ETTX 700478 58769-70  
ETTX 700607 58771-72  
ETTX 700608 58773-74  
ETTX 700195 58777-78  
ETTX 700508 58779-80  
ETTX 700513 58781-82  
ETTX 700510 58783-84  
ETTX 700503 58791-92  
ETTX 700491 58793-94  
ETTX 700493 58795-96  
ETTX 700560 58797-98  
ETTX 700644 58799-80  
ETTX 700550 58801-02  
ETTX 851421 58803-04  
ETTX 850921 58807-08  
ETTX 851225 58809-10  
ETTX 851213 58811-12  
ETTX 851063 58813-14  
ETTX 700643 58815-16  
ETTX 850963 58817-18  
ETTX 700499 58819-20  
ETTX 851228 58821-22  
ETTX 700562 58823-24  
ETTX 700504 58825-26  
ETTX 700495 58827-28  
ETTX 851287 58831-32  
ETTX 851050 58833-34  
ETTX 700525 58835-36  
ETTX 700524 58837-38  
ETTX 851055 58841-42  
ETTX 700486 58845-46  
ETTX 700515 58847-48  
ETTX 700635 58849-50  
ETTX 820150 58851-52  
ETTX 700637 58853-54  
ETTX 700489 58855-56  
ETTX 700527 58857-58  
ETTX 700628 58859-60

ETTX 700514 58861-62  
ETTX 700547 58863-64  
ETTX 700545 58865-66  
ETTX 820185 58867-68  
ETTX 851317 58869-70  
ETTX 700538 58873-74  
ETTX 700507 58875-76  
ETTX 700531 58875-76  
ETTX 700535 58877-78  
ETTX 851067 58879-80  
ETTX 700546 58881-82  
ETTX 700529 58885-86  
ETTX 700610 58887-88  
ETTX 700506 58889-90  
ETTX 700517 58891-92  
ETTX 700522 58893-94  
ETTX 700621 58895-96  
ETTX 700494 58897-98  
ETTX 700611 58899-90  
ETTX 851292 58901-02  
ETTX 851299 58903-04  
ETTX 851066 58905-06  
ETTX 851396 58907-08

~~92~~ Tri's  
93  
