

Soo Line Railroad Company



Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 337-7639

JEAN L. FINDORFF
Corporate Attorney

RECORDATION NO. 9306-4 FILED 1425

FEB 15 1990 -11 35 AM

INTERSTATE COMMERCE COMMISSION

January 30, 1990

0-046A034

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

RE: Soo Line Railroad Equipment Trust of 1978
Primary Document Recordation No. 9306

Dear Secretary:

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 Norwest Bank Minnesota N.A. as Vendor in lieu of the original Vendors, a secondary document, dated as of December 8, 1989.

The primary document to which this is connected is recorded under Recordation No. 9306.

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

Trustee, and Lessor: Norwest Bank Minnesota, N.A.
8th Floor - Norwest Center
6th & Marquette
Minneapolis, MN 55479

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 1978, as amended.

Interstate Commerce Commission
Page Two
January 30, 1990

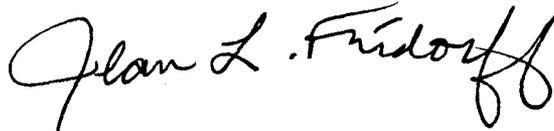
A fee of \$15 is enclosed, in the form of a check payable to the Interstate Commerce Commission. Please return one original and any extra copies not needed by the Commission, bearing Interstate Commerce Commission appropriate recordation data, to Jean L. Findorff, Corporate Attorney, Soo Line Railroad Company, Suite 1000, Soo Line Building, P.O. Box 530, Minneapolis, MN 55440.

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

Agreement dated as of December 8, 1989 substituting Norwest Bank Minnesota, N.A. as Vendor under Soo Line Railroad Equipment Trust of 1978 (Recordation No. 9306), dated as of April 1, 1978, as amended, and covering all equipment covered by Soo Line Railroad equipment Trust of 1979, as amended.

Thank you for your cooperation.

Very truly yours,



JLF/ljb

Enclosures

cc: Law Department File 614
J. C. Miller
T. J. Bauer
B. Fossey, Norwest

JLFD.041

Interstate Commerce Commission
Washington, D.C. 20423

2/15/90

OFFICE OF THE SECRETARY

Jean L Findorff
Corporate Attorney
Soo Line Railroad Company
Suite 1000 Soo Line Building
P.O.Box 530
Minneapolis, MN. 55440

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 2/15/90 at 11:35am and assigned recordation number(s). 9306-H

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

All document must be stapled before
sending to me, if not I will
return them to you with processing
them thank you. See

RECORDATION NO. 230614
FEB 15 1990 - 11 35 AM
INTERSTATE COMMERCE COMMISSION

AGREEMENT

(In re: Soo Line Railroad Equipment Trust of 1978)

THIS AGREEMENT, dated as of December 8, 1989, by and among R. W. Ronayne and D. G. Morse ("Vendors"), Norwest Bank Minnesota, N.A. (formerly called Northwestern National Bank of Minneapolis and Norwest Bank Minneapolis) ("Trustee"), and Soo Line Railroad Company ("Company"),

WITNESSETH:

WHEREAS, Vendors are the Vendors under that certain Agreement (the "Trust") dated as of April 1, 1978, 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 Vendor's 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.

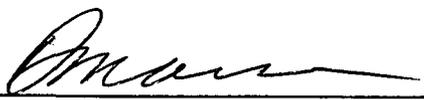
2. Trustee and Company hereby accept the resignation of Vendors.

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

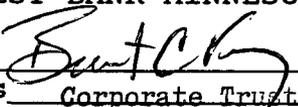
4. Company hereby assents to the assumption by Trustee of Vendors' duties and obligations under the Trust.

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
R. W. Ronayne
and
D. G. Morse

By 

ATTEST:
By 
Its Assistant Secretary

NORWEST BANK MINNESOTA, N.A.
By 
Its Corporate Trust Officer



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:

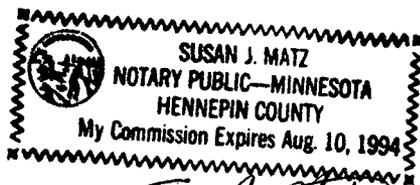
1. Vendors hereby resign as the Vendors under the Trust, such resignation to be effective immediately.

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.



Susan J. Matz 12-28-87

VENDORS
R. W. Ronayne
and
D. G. Morse

By *R. Ronayne*

ATTEST:

NORWEST BANK MINNESOTA, N.A.

By _____
Its Assistant Secretary

By _____
Its _____

ATTEST:

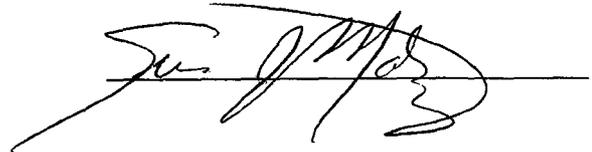
By *Jeresa A. Keener*
Its Assistant Secretary

SOO LINE RAILROAD COMPANY
By *James A. Lee*
Its James A. Lee
Senior Vice President
and Chief Financial
Officer

JLFD.042

State of Minnesota)
County of Hennepin) ss:

On this 28th day of December, 1989, before me personally appeared R. W. Ronayne, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

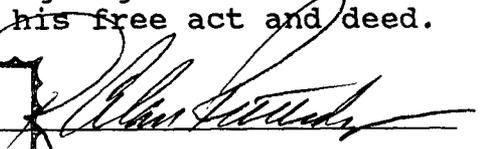


JLFD.042

State of Nevada)
County of Carson City) ss:

On this 16th day of Jan, 1989¹⁰, before me personally appeared D. G. Morse, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

 R. ALAN RUTLEDGE
NOTARY PUBLIC - NEVADA
CARSON CITY
My Appt. Expires Jan. 1, 1994



State of Minnesota)
) ss:
County of Hennepin)

On this 26th day of January, 1990, before me personally appeared James A. Lee to me personally known, who, being by me duly sworn, says that he is the Senior Vice President and Chief Financial Officer of Soo Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.



Ruth D. Nelson