

RECORDATION NO. 27769-1
FILED

DEC 22 '08 -4 15 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

December 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Trust Indenture and Security Agreement (Soo Statutory Trust 2008-D), dated as of December 23, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Equipment Lease Agreement and Lease Supplement No. 1 (Soo Statutory Trust 2008-D) being filed with the Board under Recordation Number 27769.

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

Owner Trustee: Soo Statutory Trust 2008-D, acting through
U.S. Bank Trust National Association
225 Asylum Street
Hartford, CT 06103

Indenture Trustee: Wells Fargo Bank, National Association
Sixth Street and Marquette Avenue
Minneapolis, MN 55479

Anne K. Quinlan, Esquire
December 22, 2008
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A description of the railroad equipment covered by the enclosed document is:

12 locomotives: CP 8878 - CP 8889.

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

Memorandum of Trust Indenture and Security Agreement (Soo Statutory Trust 2008-D).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", followed by a horizontal line extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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SOO STATUTORY TRUST 2008-D

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT (SOO STATUTORY TRUST 2008-D) and INDENTURE SUPPLEMENT NO. 1 (Soo Statutory Trust 2008-D) dated December 23, 2008 between SOO STATUTORY TRUST 2008-D, a Connecticut statutory trust (the "Trust", or the "Owner Trustee", which term includes, if the context requires, U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee) under the Trust Agreement (Soo Statutory Trust 2008-D) (the "Trust Agreement") dated as of December 1, 2008 and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association (the "Indenture Trustee"), as indenture trustee (together with any successor indenture trustee, the "Indenture Trustee"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Trust Indenture and Security Agreement (referred to as "Trust Indenture" below).

WHEREAS, Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Soo Statutory Trust 2008-D) dated as of December 1, 2008 (the "Trust Indenture"), as supplemented by Indenture Supplement No. 1 dated December 23, 2008 (Soo Statutory Trust 2008-D) ("Supplement No. 1") (the Trust Indenture as supplemented by Supplement No. 1 being referred to as the defined term "Trust Indenture", and the terms of which are incorporated herein by reference), pursuant to which Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants from time to time, a security interest in and mortgage lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights, interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Property and Excepted Rights (which collectively, excluding Excepted Property and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Trust Indenture by Supplement No. 1 or any mortgage supplemental thereto, are included within the Trust Indenture Estate), to wit:

- (1) the Lease, including, without limitation, all rights of Owner Trust as Lessor thereunder and all amounts of Basic Rent, Supplemental Rent, insurance proceeds and other payments of any kind for or with respect to the Equipment payable thereunder;
- (2) the Equipment listed on Schedule I hereto and all additions and alterations thereto, replacements thereof and substitutions therefor;
- (3) all rights of Owner Trust to restitution from any party to any Operative Document (other than the Tax Indemnity Agreement) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) Indenture Trustee by or for the account of Owner Trust pursuant to the Trust Indenture; and all instruments, documents of title, books and records of Owner Trustee

concerning the Trust Indenture Estate (other than income tax and other similar financial records relating to the Owner Participant's Commitment);

(4) the Participation Agreement, the Guaranty, the Assignment of Warranties and the Bill of Sale (including, without limitation, all rights to amounts paid or payable to Owner Trust thereunder and all rights to enforce payments);

(5) all other property and assets of whatever kind, nature or description, real, personal and mixed, and any interest therein, which may be acquired, received or held by Owner Trust pursuant to any Operative Document (other than the Tax Indemnity Agreement), wherever located and whether or not otherwise expressly subjected to the lien of the Trust Indenture; and

(6) all proceeds, rents, issues, profits, products, revenues and other income from or on account of the property, rights and privileges subjected or required to be subjected to the lien of the Trust Indenture.

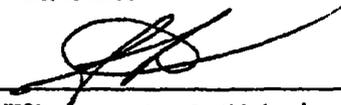
BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Property and Excepted Rights, and the rights to enforce, collect, settle or compromise the same, and **SUBJECT TO** the rights of Owner Trustee and Owner Participant under the Trust Indenture;

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

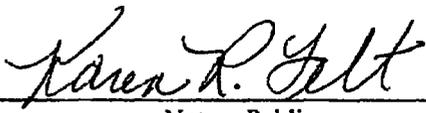
SOO STATUTORY TRUST 2008-D, acting
through U.S. BANK TRUST NATIONAL
ASSOCIATION, not in its individual capacity, but
solely as owner trustee

By: _____


Name: Arthur L. Blakeslee
Title: Vice President

STATE OF Connecticut)
) ss.:
COUNTY OF Hartford)

On this ____ day of December, 2008, before me personally appeared Arthur L. Blakeslee, to me personally known, who, by me being duly sworn, says that he/she is Vice President of U.S. BANK TRUST NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national 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 corporation.

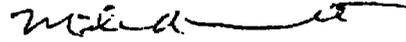


Notary Public

My commission expires
KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/2009

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Indenture Trustee

By:



Name:

Michael Arsenault

Title:

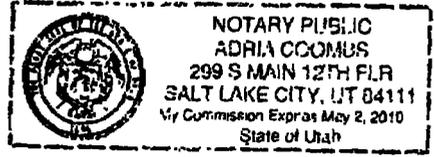
Assistant Vice President

STATE OF Utah)
) ss.:
COUNTY OF Salt Lake)

On this day of December, 2008, before me personally appeared Michael Arsenault, to me personally known, who, by me being duly sworn, says that he/she is Asst. Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national 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 corporation.

Adria Coomus
Notary Public

My commission expires



SCHEDULE I

DESCRIPTION OF ITEMS OF EQUIPMENT

SOO STATUTORY TRUST 2008-D

<u>Description</u>	<u>Quantity</u>	<u>Reporting Marks</u>
ES44AC locomotives manufactured by General Electric Company	12	CP8878-CP8889, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/22/08



Robert W. Alvord