

Soo Line Railroad Company



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

JEAN L. FINDORFF
Corporate Attorney

December 22, 1989

9-360A003

RECORDATION NO 9306-G FILED 1425

DEC 26 1989 -10 55 AM

INTERSTATE COMMERCE COMMISSION

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 a Third Supplemental Lease of Railroad Equipment, a secondary document, dated as of December 18, 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: Two (2) 3,800 H.P. EMD Model SD60 Diesel-electric locomotives, bearing Soo road numbers 6060 and 6061.

Counterparts - S. P. R.

Interstate Commerce Commission
Page Two
December 22, 1989

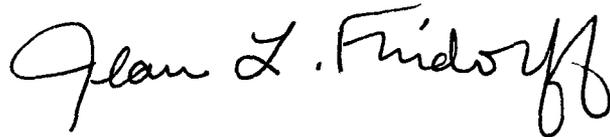
A fee of \$15 is enclosed, in the form of a check payable to the Interstate Commerce Commission. Please return one original and any extra copies not needed by the Commission, bearing Interstate Commerce Commission appropriate recordation data, to Jean L. Findorff, Corporate Attorney, Soo Line Railroad 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:

Third Supplemental Lease between Norwest Bank Minnesota, N.A. as Trustee under Soo Line Railroad Equipment Trust and Lease of 1978 (Recordation Number 9306), dated as of April 1, 1978, as amended, and Soo Line Railroad Company ("Lessee") dated as of December 18, 1989, and covering Two (2) 3,800 H.P. EMD Model SD60 Diesel-electric locomotives, bearing Soo road numbers 6060 and 6061.

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

12/26/89

OFFICE OF THE SECRETARY

Jean L. Findorff
Soo Line Railroad Company
Soo Line Building
Box 530
Minneapolis, Minnesota 55440

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/26/89 at 10:55AM, and assigned recordation number(s). 9306-G

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

Executed Counterpart No. 3

RECORDATION NO. 9306-6 FILED 1425

SOO LINE RAILROAD
EQUIPMENT TRUST OF 1978

DEC 26 1989 - 10 55 AM
INTERSTATE COMMERCE COMMISSION

THIRD SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

SUPPLEMENTAL TO LEASE OF RAILROAD EQUIPMENT, dated as of April 1, 1978, between NORWEST BANK MINNESOTA, N.A., (formerly called Northwestern National Bank of Minneapolis and Norwest Bank Minneapolis), a National Banking Association duly incorporated and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and SOO LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Company"), party of the second part:

WHEREAS, by certain Agreement and Lease, each dated as of April 1, 1978, there was constituted Soo Line Railroad Equipment Trust of 1978; and whereas pursuant to the provisions of said Agreement, certain railroad equipment was transferred by R. W. Ronayne and D. G. Morse, Vendors, to the Trustee, and by said Lease, said railroad equipment was leased by the Trustee to the Company; and

WHEREAS, the said Lease in Article Seventh thereof makes provision for the replacement by the Company at its own cost of trust Equipment which may be lost or destroyed with new equipment

of a specified kind, title to which shall be transferred to the Trustee and made a part of the Trust Equipment; and

WHEREAS, an additional replacement has been made by the Company and title thereto is now vested in the Trustee, and the Company and Trustee now desire to execute a Third Supplemental Lease as in said Article Seventh provided.

NOW THIS AGREEMENT WITNESSETH:

The above-described Lease of Railroad Equipment, dated as of April 1, 1978, with the Agreement, dated as of April 1, 1978, thereto annexed, as supplemented by the Supplemental Leases dated February 26, 1980, and May 23, 1983, constituting Soo Line Railroad Equipment Trust of 1978 is hereby supplemented as indicated in the next succeeding sentence, but in all other respects said Lease Agreement shall continue in full force and effect.

The Trustee, acting pursuant to Article Seventh of said Lease, for and in consideration of the sum of One Dollar to it paid by the Company at or before the execution and delivery hereof, the receipt of which is hereby acknowledged, and of the rents and covenants in said Lease mentioned to be paid, kept and performed by the Company, has let and leased and does hereby let and lease to the Company all of the following standard gauge railroad equipment in addition to the Trust Equipment now covered by Soo Line Railroad Equipment Trust of 1978 to wit:

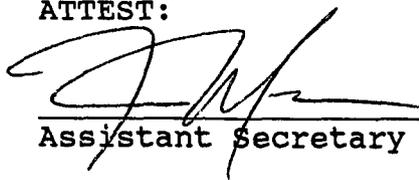
Two (2) 3,800 H.P. EMD Model SD60 Diesel-electric locomotives, bearing Soo Line road numbers 6060 and 6061.

This Third Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

The Third Supplemental Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

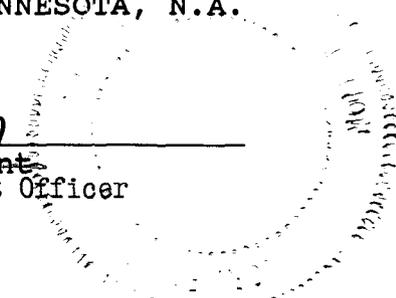
IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the aforesaid Agreement and Lease, and the Company, have caused these presents to be duly executed, as of the 18th day of December, 1989.

ATTEST:

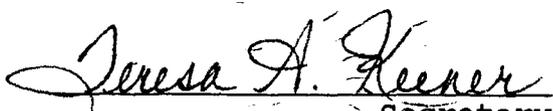

Assistant Secretary

NORWEST BANK MINNESOTA, N.A.
as Trustee,

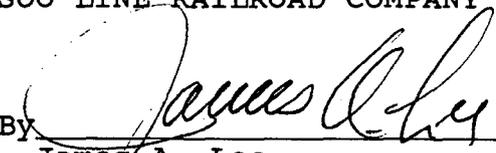
By 
Vice President
Corporate Trust Officer



ATTEST:

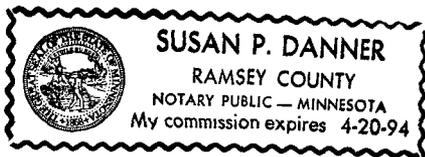

Assistant Secretary

SOO LINE RAILROAD COMPANY

By 
James A. Lee
Senior Vice President and
Chief Financial Officer

STATE OF MINNESOTA)
)
) ss.
COUNTY OF HENNEPIN)

On this 20th day of December, 1989, before me personally appeared Brent Fossey, to me personally known, who, being by me duly sworn, says that he is an Officer of Norwest Bank Minnesota, N.A., that the seal 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.



Susan P. Danner

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this _____ day of _____, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of Norwest Bank Minnesota, N.A., that the seal 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.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 21st day of December, 1989, before me personally appeared James A. Lee, to me personally known, who, being by me duly sworn, says that he is Senior Vice President and Chief Financial Officer of Soo Line Railroad Company, that the seal 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

Notary Public

